



# The FoodHouse .co.uk

## Terms and Conditions and Fees

### Key Costs and Setup

As per signed agreement. Prices quote exclude VAT unless otherwise quoted.

#### Part 1 - Plans:

#### Pay Monthly Subscription Plans

£50 – Single Restaurant Website Setup  
£200 – Single Restaurant App Setup  
£250 – Single Restaurant Web and App Setup

£25 Monthly – Website Fee  
£25 Monthly – Website Cash Only  
£35 Monthly – App Only Fee  
£50 Monthly – Website and App Fee

#### Customer Fee Plans

Plan rates – depending on order quantity

Customer fee (Service Fees) plans include VAT.

#### Budget

0-199 orders per 4 weeks

Card rate – 2.5% + 25p + VAT  
Customer Fee – 50p per order paid to The FoodHouse  
Free order confirmation text to customer

#### Standard

200-499 orders per 4 weeks

Card rate – 2.5% + 25p + VAT  
Customer Fee – 50p per order paid to The FoodHouse  
Free order confirmation text to customer  
Full menu update – £15 + VAT

#### Advanced

500-999 orders per 4 weeks

Card rate – 1.75% + 23p + VAT  
Customer Fee – 40p per order paid to The FoodHouse  
Free order confirmation text to customer  
Free Full menu update  
Free Domain  
Optional – Add Facebook for 10p per order (Social Media Silver Package)

#### Premium

1000+ orders per 4 weeks

Card rate – 1.5% + 20p + VAT  
Customer Fee – 30p per order paid to The FoodHouse  
Free order confirmation text to customer  
Free Full menu update  
Free Domain  
Optional – Add Facebook for 5p per order (Social Media Silver Package)  
Optional – Add Facebook and Instagram for 10p per order (Social Media Gold Package)

The above Customer Fee Plans will switch automatically on the 1<sup>st</sup> of every month based on the previous months order quantity. This may be subject to change at any time at the discretion of The FoodHouse.

Registered charity plans available on request. The client must be a registered charity with the charity commission to qualify for these plans.

Please see our Fees Schedule for a full list of fees.

#### Equipment Packs

Equipment packs provide by The FoodHouse are provided in good faith and are delivery and setup to your premises.

#### Tablet/Printer pack – £200

A 10" Android tablet and 58mm printer are provided as standard with a tablet stand. These include a 12-month warranty.

#### SMS Printer – £250

This includes a WIFI/SIM SMS Printer as new with a 12-month warranty. No SIM card is provided and can be purchased at an additional cost.

#### PC/Printer Pack – £200

This includes a used PC/Standard Monitor/Mouse, Keyboard and 80mm printer. An optional speaker set can be provided for an additional cost POA.

**The FoodHouse will not charge the Restaurant on theFoodHouse.co.uk website:**

0% Commission on cash and card orders (plus card fees as setup above, the card account can be used on both the 0% commission website and

theFoodHouse.co.uk), however the customer will be charged 50p for each transaction regardless of payment method.

If the customer pays by debit/credit card this will be deducted before the balance is paid to The Restaurant. If the Restaurant is running with a cash only website on a Customer Fee Plan, a valid debit/credit card will be required to charge the fees after these have been collected by the Restaurant in cash.

If the customer pays by cash, the restaurant will collect an extra 50p cash and this will be charged to The Restaurants card balance.

There is no additional charges or commission charged to The Restaurant for using thefoodhouse.co.uk website. However, the same card rate will be applied to any card payment as on The Restaurants own website.

#### "The FoodHouse" means:

The FoodHouse Online Limited – Company number 11356764. Registered at Suite 21, The John Buddle Work Village, Buddle Road, Newcastle Upon Tyne, NE4 8AW

#### "Restaurant" means:

The customer has signed up to the services provide by The FoodHouse on their contract.

#### "Gross Order Value" means:

The total amount charged by the Restaurant to the customer for an order, including the value of the goods plus the Restaurant's delivery charges (if any).

The FoodHouse will, on behalf of the Restaurant, charge the customer a £0.50 admin charge per order paid for online.

#### Term

This Agreement is valid from signing for an initial period of 6 months and followed by a monthly rolling contract until cancelled.

### Part 2 – General Terms and Conditions

#### 1. Purpose

1.1 The FoodHouse primarily via its website www.theFoodHouse.co.uk or via your own domain will enable customers to place orders (as defined in clause 3.1) for takeaway food and drinks from the Restaurant, for delivery by, or collection at, the Restaurant (the "Service") on the terms and conditions set out in this Agreement.

1.2 In consideration of the mutual covenants contained in this Agreement, the parties agree to comply with their respective obligations set out herein.

#### 2. The Product

2.1 Payment: The Restaurant agrees to pay The FoodHouse the "Setup Fee" indicated in Part 1 of this Agreement, of which:

2.1.1 the Restaurant has paid or will pay the "Upfront Payment" indicated in Part 1; and

2.1.2 the "Balance" (if any) indicated in Part 1 may be offset by The FoodHouse against any payments due to the Restaurant under this Agreement.

2.2 Receipt of orders: depends on the Restaurants requirements which will be agreed at the time of provision on the contract. The FoodHouse endures to deliver such equipment if required within 5 working days from signing of this agreement.

2.3 Profile set-up: will be within 7 days of the latter of

2.3.1 The FoodHouse having received payment in full of the Upfront Payment in cleared funds, and

2.3.2 The FoodHouse having received all the information that it shall reasonably request from the Restaurant (including in relation to the Restaurant's name, logo, address, contact information and menu (the "Website Profile") in complete and correct form, The FoodHouse undertakes to set up the Restaurant's Website Profile on the Website.

2.3.3 Partner Restaurants must have a minimum of Food Hygiene Rating of 3 from the Food Standards agency to be listed on thefoodhouse.co.uk.

2.4 Product malfunctions: The Restaurant must notify The FoodHouse without delay

www: theFoodHouse.co.uk - email: support@theFoodHouse.co.uk -Tel: 0191 603 0150

Registered address – Suite 21, John Buddle Work Village, Buddle Road, Newcastle Upon Tyne, NE4 8AW – Co 11356764

Last updated 01/02/2020



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if the website or supplied equipment malfunctions via our support line 0191 603 0151 (during office hours), via the 'Contact Support' section of the Partner Hub or via email to

[support@thefoodhouse.co.uk](mailto:support@thefoodhouse.co.uk). Support will be provided in line with our SLA terms. The FoodHouse is not responsible for any failure of the customers own equipment where used and such failure will be subject to callout/support fees.

**2.5 Product repair – general:** During the six (6) months from the date of this Agreement, The FoodHouse will reasonably promptly repair or replace the equipment supplied in case of malfunction, where in The FoodHouse's sole opinion the malfunction is a result of misuse, unauthorised alteration or accidental damage by the Restaurant or of repairs not performed by The FoodHouse or its authorised representatives ("Restaurant Product Damage").

**2.6 Product repair – charges:** After six (6) months from the date of this Agreement, or at any time where the malfunction is in The FoodHouse's sole opinion a result of Restaurant Product Damage, The FoodHouse reserves the right to charge the Restaurant a reasonable fee for repairing the malfunctioning product or to charge the Restaurant for a replacement product at The FoodHouse's then prevailing price.

**2.7 Product upgrades:** The FoodHouse may upgrade or alter the product on notice to the Restaurant at any time. The FoodHouse reserves the right to charge the Restaurant for any upgraded or replaced product at The FoodHouse's then prevailing price. The FoodHouse will notify the Restaurant in advance of any such upgrade or alteration of the amount of charges applicable.

### 3 Orders

**3.1 Execution of orders:** The Restaurant undertakes to receive, process, prepare and deliver the customers' orders placed via the Website and received from The FoodHouse by means of any of the Product, phone or email ("orders") using the best care, skill and diligence, and in accordance with best practice in the Restaurant's industry, profession or trade. Food prepared, processed and delivered must correspond to what is stated in the order, and must take into account any

customer comments submitted with the orders including without limitation in relation to customer allergies.

**3.2 Rejection of orders:** The Restaurant shall use its best efforts to accept all orders. Where the Restaurant wishes to reject an order, it shall immediately communicate such to The FoodHouse section by pressing the reject button on the partner hub. Other methods use will require a manual refund. Please send the order number via the Contact Support or email [support@thefoodhouse.co.uk](mailto:support@thefoodhouse.co.uk) to require a refund of this order. Please note that manual refunds can take 5-7 working days to appear back on the customers bank account. This can vary from one bank to another.

**3.3 Payment for orders – Acceptance of card orders:** The Restaurant agrees that it will at all times allow customers the option to pay for orders using either a credit or debit card ("card orders") or, The FoodHouse, cash ("cash orders"). Where the customer has an existing website, orders will arrive via the normal method, but will be identified as a FoodHouse order. Should the option to pay by card not be required. A minimum monthly fee of £25 per month fee will be payable if card payments are inactive. This is due, as The FoodHouse receives a very small commission from card orders and therefore needs the surcharge to offset these costs.

**3.4 Payment for orders – card-only orders:** If at any time after the first 30 days of the term of this Agreement, the aggregate Gross Order Value of card orders is not more than the aggregate value of any debts owing by the Restaurant to The FoodHouse (including for the avoidance of doubt any debts relating to Restaurant Charges for Cash orders), the Restaurant agrees that The FoodHouse may at its discretion process card orders only on behalf of the Restaurant until all such debts are cleared.

**3.5 Delivery of orders – order number:** When the Restaurant delivers the order, the Restaurant must check that the order number given by the customer corresponds with the order number received by the Restaurant from The FoodHouse.

**3.6 Delivery of orders – customer ID:** Where an order is a card order, on

delivery of the order the Restaurant must request proof of identification from the customer in the form of the signed card used to place the order, and check that the credit or debit card conforms with the receipt data for the order.

**3.7 Delivery of orders – Alcohol etc.:** Where an order contains alcohol, or any other goods which are supplied according to statutory age restrictions, the Restaurant must request proof of age from the customer (in accordance with applicable laws) on delivery. The Restaurant will take every other precaution necessary to ensure the customer is over the legal age for the purchase of alcohol and to ensure that the delivery occurs within the legal timeframe allowed for sale of alcohol.

**3.8 Receipts:** The Restaurant will provide each customer with an official receipt in respect of an order, if the customer so requests. Signatures of recipients should be collected where possible to provide evidence on chargebacks where a debit or credit card is used for payment.

**3.9 Redelivery and refunds:** The Restaurant shall use its best efforts to satisfy any request for a redelivery or refund or proportionate price reduction of any order made by a customer or The FoodHouse on behalf of a customer. In the event that such a redelivery, refund or proportionate price reduction is granted by the Restaurant or The FoodHouse, this shall not affect the Restaurant charges that are due to The FoodHouse in relation to the original order. The calculation of all Restaurant charges shall therefore be based on the Gross Order Value of the faultless order.

### 4 Restaurant and Menu Information

**4.1 Information supplied to The FoodHouse:** The Restaurant undertakes to check that any information contained in its menu (the "Menu") or otherwise provided to The FoodHouse for inclusion on the Website is at all times accurate and complies with all applicable regulations and laws (including but not limited to consumer information about ingredients which may cause allergic reactions ("Allergen Information") such as nuts, and is up to date.

**4.2 Allergen Information:** The Restaurant must provide and update The FoodHouse with details of any Allergen Information in

relation to the dishes that the Restaurant prepares. It is the Restaurant's sole responsibility to provide this information to The FoodHouse without delay and check that the Website contains the correct Allergen Information where necessary.

**4.2.1 The safety of the customer is paramount.** If The FoodHouse is not satisfied with the commitment of the Restaurant to providing accurate and timely information about ingredients (and in particular, Allergen Information), The FoodHouse reserves the right to suspend the Restaurant from the Website and/or terminate this Agreement immediately.

**4.3 Menu prices:** The Restaurant agrees that the Menu prices (including any delivery charges) it provides for display on the website shall be the same as the prices offered in its premises, (whether such prices are on menus used in its premises or otherwise offered) and that it shall not offer a customer any discounts or redeem any coupons which are not also offered via the website. Charges will be made for any menu changes as per our current charge schedule.

**4.4 Updates and errors:** The Restaurant shall be solely responsible for ensuring that the information displayed on the Website is accurate and up to date and corresponds exactly to the information contained in the Menu. The Restaurant shall promptly report to The FoodHouse any errors in the Menu information or Website Profile displayed on the Website or any changes to the Menu or Website Profile. The Restaurant agrees and acknowledges that if there is any conflict between the information provided on the Website and the information provided by the Restaurant to The FoodHouse, the information provided on the Website shall prevail.

**4.5 Changes and costs:** The FoodHouse will update and/or change the contents of the information about the Restaurant displayed on the Website as soon as practicable following receipt of a written request from the Restaurant to correct errors or make minor changes to such information. The FoodHouse reserves the right to charge an administrative fee to the Restaurant for any changes. In such a case, The FoodHouse will notify the Restaurant in advance of the change of

the amount of administrative fees applicable.

4.6 Opening hours: The Restaurant must inform The FoodHouse of its hours of operation (the "Opening Hours"), and of any changes to such Opening Hours. If the hours of operation are stated on the Menu, The FoodHouse shall be entitled to treat these as the Opening Hours unless the Restaurant informs The FoodHouse otherwise.

4.7 Offline times during Opening Hours: The Restaurant must remain online and able to accept orders using the Product at all times during the Opening Hours, save in case of closures for emergencies or planned closures, the duration of which has been communicated to The FoodHouse in writing in advance. Where closures are planned, the Restaurant must provide The FoodHouse with a date from which Opening Hours will return to normal.

4.8 Support is provided with our websites, payment gateway and The FoodHouse website within our Service Level Agreement.

## 5 Charges

5.1 Restaurant Charges: The FoodHouse is entitled to charge the Restaurant the Restaurant Charges set forth in Part 1 of this Agreement, comprising:

5.1.1 a commission at the rate set forth in Part 1 on the total Gross Order Value of each order calculated in accordance with clause

5.2 placed by a customer using the Service (plus applicable taxes if required); and Gross Order Value:

5.1.2 The Gross Order Value is the total amount charged by the Restaurant to the customer for an order, including the value of the goods plus the Restaurant's delivery charges (if any).

5.1.3 Customer Admin Charge: The FoodHouse may, on behalf of the Restaurant, charge each customer using the Service and who pays for an order online, a Customer Admin Charge in the amount set forth in Part 1. Where the Customer Admin Charge applies, the Restaurant shall include it in that customer's receipt for goods.

## 6 Invoicing and Payment

6.1 Statements: On request, The FoodHouse shall provide a statement of outstanding accounts between the Restaurant and The FoodHouse (a "Statement") relating to the previous bi-monthly period. The Statement will include:

6.1.1 the aggregate Gross Order Value of all orders for the relevant period, split between Cash orders and Card orders;

6.1.2 any sums owed by the Restaurant to The FoodHouse in relation to Restaurant Charges, the Product or the Balance (if any) and any other services provided by The FoodHouse to the Restaurant, in each case for the relevant period;

6.1.3 any balance brought forward from, and any amounts paid or received by The FoodHouse since the date of, the previous Statement

6.1.4 Invoicing: If any monies are owed by The FoodHouse to the Restaurant according to the Statement, The FoodHouse will remit that sum to the Restaurant prior to the next Statement. If any monies are owed by the Restaurant to The FoodHouse according to the Statement, such sums shall be due on the date of the invoice, and payable by the Restaurant within 7 days. Thereafter The FoodHouse may charge interest and set off any unpaid amounts in accordance with clause 7.1.

6.1.5 Card orders: If a customer pays for an order by credit or debit card, and the payment is withheld due to faults in the Restaurant's preparation or delivery of the order, or due to misuse of the card, the Restaurant is not entitled to any payment from The FoodHouse in relation to such order.

6.1.6 Disputed Statements: If the Restaurant disagrees with the Statement, the Restaurant must notify The FoodHouse of its disagreement within 14 days of the delivery of the Statement to the Restaurant, setting out in detail the reasons for the disagreement. If the Restaurant fails to notify The FoodHouse of any such disagreement within 14 days of the Statement date, the Statement shall be deemed to be accepted by the Restaurant.

6.1.7 Refunds: Payments made for the Product by the Restaurant (including the Provision, Installation & Connection Fee and any other connection fees) are non-refundable.

6.1.8 Fraud: Should a fraudulent transaction be processed on the 0% commission website. The Restaurant will be held liable for such transaction and will be liable for any chargeback fee as set out in our charge schedule.

### 6.2 Customer Fee Plans

6.2.1 Fees are added to the order via The FoodHouse.co.uk or the Restaurants own website depending on plan rate.

6.2.2 Card payment customer fees will be deducted before balance is paid to restaurant. Cash customer fees will be collected by the Restaurant and charged immediately to the card account of the Restaurant on a per order basis.

### 6.2.3

## 7 Overdue Amounts

7.1 Set-off by The FoodHouse: Where any payments are overdue to The FoodHouse from the Restaurant, The FoodHouse may set off the amounts outstanding against:

7.1.1 any amount otherwise payable to the Restaurant in the next Statement; and/or

7.1.2 any sums received from Card orders for the Restaurant, and The FoodHouse may calculate 1.5% interest per month on any overdue amount as from the relevant payment due date until the earlier of the date that the amount is set-off or the amount is credited to The FoodHouse's bank account (as the case may be). The Restaurant is liable to The FoodHouse for any costs reasonably incurred in connection with the settling or recovering of an overdue payment and may set-off such costs in accordance with this clause.

7.2 Set-off by the Restaurant: The Restaurant is not entitled to withhold any payments by way of set-off against any alleged claim or shortcoming in the Service without The FoodHouse's prior written consent.

7.3 Accounts arrears that remain unpaid fourteen (14) days after the date of the invoice, will be charged a service charge

in the amount of the of one and a half percent (1.5%) of the total amount due up to a maximum of £30, whichever is the least amount.

## 8 Changes to Ownership or Bank Account Details

8.1 The Restaurant must notify The FoodHouse in writing prior to any change of ownership of the Restaurant or any change to its bank account details, and in any case as soon as practicable following such change. Failure to notify The FoodHouse may result in The FoodHouse paying monies to a bank account controlled by the outgoing owner(s) or an incorrect bank account. The Restaurant shall fully indemnify The FoodHouse and hold The FoodHouse harmless against any losses, damages or claims made against The FoodHouse by the new owner(s) or otherwise incurred by The FoodHouse due to any failure by the Restaurant to provide timely notification of a change in accordance with this clause.

## 9 Restaurant Reviews

9.1 General: The Restaurant acknowledges and agrees that The FoodHouse may display on the Website ratings and comments ("Reviews") provided by customers regarding the Restaurant or an order.

9.2 Removal: The FoodHouse will only remove those Reviews that The FoodHouse determines in its sole discretion contain explicit, offensive or derogatory language or otherwise breach The FoodHouse's review guidelines from time to time. The Restaurant acknowledges that The FoodHouse is under no obligation (but reserves the right and sole discretion at any time and for any reason) to remove or edit any other Reviews.

9.3 Reviews by Restaurant: The Restaurant agrees that it shall not itself provide or cause any other party to provide any Reviews that are fraudulent or otherwise breach The FoodHouse's review guidelines.

9.4 Liability: To the fullest extent permitted by law, The FoodHouse assumes no responsibility or liability to the Restaurant for any Reviews.

## 10 Consents and Compliance with Laws



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10.1 General: The Restaurant confirms and undertakes that it has obtained and will obtain and maintain any consents, licences, permits, approvals or authorisations ("Consents") of any person that may be required in connection with, and it is not party to and will not enter into any agreement which would be breached by, or under which any default would occur as a result of, signing this Agreement or performing any of its terms or generally running its business.

10.2 Franchises: If the Restaurant's business, name, brand or logo is or becomes subject to act to any license or franchise arrangements, the Restaurant confirms that it has obtained or will obtain any required Consents from its licensors or franchisors for the use and inclusion on the Website of such business, name, brand or logo, and shall fully indemnify The FoodHouse for any losses, damages or claims made against or incurred by The FoodHouse due to any failure to obtain such Consents.

10.3 Loss of Consents: The Restaurant will notify The FoodHouse in writing immediately if any of the Consents described in clause 10.1 or 10.2 are revoked or suspended, or the Restaurant is otherwise unable to rely on or benefit from any such Consents for any reason.

10.4 Compliance with laws: The Restaurant will comply with all applicable laws and regulations including, without limitation in relation to health and safety, VAT, data protection and food standards, hygiene and information, and will provide reasonable evidence to The FoodHouse of such compliance upon request.

10.5 Website terms and conditions: The Restaurant shall at all times comply with the Website terms and conditions (available on the Website, and as amended from time to time), and in particular (but not limited to) compliance with applicable security and data protection provisions when handling customer information or receiving, processing and delivering orders. The Website terms and conditions are hereby incorporated into this Agreement. In the event of any conflict between this Agreement and any Website terms and conditions, the terms of this Agreement shall prevail.

10.6 Taxes: The Restaurant shall be solely responsible for self-assessing, claiming and remitting all its applicable taxes.

10.7 Inspections: The Restaurant agrees that The FoodHouse has the right to inspect the Restaurant's premises on no less than 24 hours' notice, in order for The FoodHouse to satisfy itself of the Restaurant's compliance with Clause 10, to collect the Product in accordance with The FoodHouse's ownership rights as set forth in clause 2.9 or for any other reasonable purpose.

### 11 Marketing and Exclusivity

11.1 Display of The FoodHouse branding: Where the Restaurant agrees to market The FoodHouse and/or the Website by means of menus, stickers or other relevant advertising material, the Restaurant agrees to do so in accordance with The FoodHouse's guidelines and instructions.

11.2 The FoodHouse marketing: The Restaurant consents to receiving from time to time direct marketing communications relating to The FoodHouse's products or services or those of The FoodHouse's selected partners via e-mail, post or other means of communication.

11.3 Non-disparagement: The Restaurant undertakes to refer positively to The FoodHouse in relation to any publicity regarding the orders and the Service in accordance with guidelines provided by The FoodHouse, and must not at any time actively encourage customers who have placed orders to place a future order directly with the Restaurant, nor attempt to direct orders placed with the Restaurant through any website other than the Website.

11.4 Exclusivity: For the duration of this Agreement and for a period of 12 months after its expiry or termination (the "Period"), the Restaurant agrees that it shall not have any direct or indirect financial interest in any business that carries out Competing Activities to The FoodHouse within the United Kingdom. During the Period the Restaurant shall not (unless it notifies The FoodHouse and receives The FoodHouse's consent, which consent may be revoked at The FoodHouse's sole discretion on one month's notice) be a member of any other association or cooperate or be

otherwise involved in any way with any third party which carries out Competing Activities to The FoodHouse. "Competing Activities" means the same or similar services as The FoodHouse is providing to the Restaurant under this Agreement, or other activities having a similar purpose.

11.5 Restaurant Marketing: Where the restaurant has received their own website ordering platform from The FoodHouse. It is the responsibility of the Restaurant to continue to market the website and/or app to its customers by means of menu, flyers, social medial and other marketing techniques. The FoodHouse is not responsible for the quantity or legitimacy of orders via the Restaurants own website/app.

11.6 Marketing Advice: Advice is offered as part of our service to the Restaurant to the best of our knowledge in the targeted area. The FoodHouse is not responsible in any way for failure of marketing campaign directly or indirectly advise by The FoodHouse.

11.7 Marketing Services: The FoodHouse can assist the Restaurant to advertise on their behalf with flyers, social media and marking texts/emails. The FoodHouse does not guarantee any turnover or response from the results, however all work carried out is to the best of our ability on and as is basis, to support the Restaurants marketing plans.

### 12 Intellectual Property Rights

12.1 Ownership of IPR: All IPR (as defined below) in or arising out of or in connection with the Service, the Product or the Website shall be owned by The FoodHouse and nothing in this Agreement shall constitute a transfer of those IPR to the Restaurant.

12.2 Licence of Restaurant IPR: The Restaurant grants The FoodHouse a licence to use the Restaurant's name, Menu, logo and other IPR for the purposes of providing the Service for the duration of this Agreement.

12.3 Third-party IP rights: The Restaurant confirms irrevocably to The FoodHouse that the Restaurant's name, Menu, logo and other material that the Restaurant may provide to The FoodHouse for inclusion on the Website do not violate, infringe or conflict with the IPR of any third

party (including without limitation any licensor or franchisor).

12.4 Third-party IP claims: If a third party makes a claim against The FoodHouse for the violation of the third party's IPR relating to the Restaurant's name, Menu, logo and/or other material provided by the Restaurant, the Restaurant shall fully indemnify and keep The FoodHouse indemnified against any losses, damages or claims of any nature and all costs resulting therefrom.

12.5 "IPR" means: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

### 13 The FoodHouse and Restaurant Website's

13.1 The FoodHouse intends to make the all website's available and functional for 24 hours of the day but is under no obligation to do so.

13.2 The FoodHouse is entitled to interrupt the access to the Website at any time and without notice in order to maintain and update the Website. In connection therewith, The FoodHouse shall use reasonable endeavours to ensure that such interruption is as brief as possible and if possible, takes place at a time when the number of orders is at a minimum.

13.3 The FoodHouse intends for the Website to comply with relevant and applicable laws and regulations from time to time, including the laws relating to treatment of personal data. Should The FoodHouse give the Restaurant direct access to making changes on the Website, the Restaurant shall be solely responsible for any such changes and shall fully indemnify The FoodHouse for any losses, damages or claims made



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against or incurred by The FoodHouse due to any act or omission of the Restaurant.

#### 14 The FoodHouse Restaurant Websites

##### 14.1 Restaurant: The Restaurant Website

14.1.1 The Restaurant agrees that The FoodHouse may, but shall not be obliged to, create a website relating to such Restaurant with a domain name of The FoodHouse's choosing (the "Restaurant Website").

14.1.2 The Restaurant Website may:

14.1.2.1 provide a link to the Website and enable customers to place orders for the Restaurant's products via the Restaurant Website; and

14.1.2.2 reproduce any of the material(s) provided by the Restaurant to The FoodHouse under this Agreement (including but not limited to the name, Menu and logo).

14.1.3 Save for the Restaurant's name, Menu and logo, all IPR in the Restaurant Website (including its domain name) shall at all times remain the property of The FoodHouse.

14.1.4 The FoodHouse shall, promptly following receipt of a request from the Restaurant to do so and may in its sole discretion at any time and for any reason, permanently remove or otherwise disable the Restaurant Website (provided that nothing in this paragraph shall prevent The FoodHouse from re-using the domain name for such other purposes as it sees fit).

14.1.5 The website code and any associated programming used on the Restaurant website is the property of The FoodHouse and will not be supplied at any time to any 3<sup>rd</sup> party or restaurant.

14.1.6 Login to various portals will be supplied to the Restaurant on request. The username and password supplied for any portal may not be shared with any 3<sup>rd</sup> party and should be used by the Restaurant owner to manage the day to day operation of the Restaurant website.

14.2 Restaurant - The FoodHouse Website (theFoodHouse.co.uk)

14.2.1 The FoodHouse may at its sole discretion, upon the Restaurant's request, permit and/or enable the Restaurant to provide a link (the "The FoodHouse") to the Website on the Restaurant's own website (the "Restaurant Own Website").

14.2.2 The FoodHouse Link will:

(i) provide a link to the Website and enable customers to place orders for the Restaurant's products via the Restaurant Own Website; and

(ii) include The FoodHouse's logo (as provided by The FoodHouse).

14.2.3 All IPR in The FoodHouse Link (including The FoodHouse's logo) shall at all times remain the property of The FoodHouse.

14.2.4 The Restaurant agrees with The FoodHouse that it shall, promptly following receipt of a request from The FoodHouse, and in any event upon termination of this Agreement, permanently remove or otherwise disable The FoodHouse Link (including The FoodHouse's logo) on the Restaurant Own Website.

14.2.5 Orders through Restaurant websites for clarity, any orders placed by customers for the Restaurant via the Restaurant Website or The FoodHouse Link shall be considered "orders" for the purposes of this Agreement and subject The FoodHouse to the Restaurant Charges and the other provisions of this Agreement.

##### 14.3 Domains

14.3.1 When joining The FoodHouse any domain purchased on behalf of the Restaurant or renewed annually, its ownership is not transferrable to the Restaurant at any time.

14.3.2 The domain is provided on a rental basis only for use in connection of services provided by The FoodHouse only.

14.3.3 The FoodHouse retains all ownership of all domain purchased on behalf of the Restaurant and is responsible for all renewals whilst the Restaurant is receiving a service.

14.3.4 If the Restaurant was to cancel any service(s) with The FoodHouse, the domain used to provide any service from

The FoodHouse is not transferrable and remains the property of The FoodHouse.

14.3.5 If no service is provided on any registered domain, The FoodHouse reserves the right to place a holding page or redirection to other The FoodHouse websites.

#### 15 Breach of Obligations by the Restaurant

15.1 If, in The FoodHouse's sole opinion, the Restaurant is in default of its obligations under this Agreement or otherwise operates in a manner which is harmful to The FoodHouse's business, goodwill or reputation, including without limitation by reasons of:

15.1.1 non-payment or late payment of amounts due from the Restaurant to The FoodHouse;

15.1.2 sub-standard customer service (e.g. Restaurant employees being impolite to customers; the Restaurant erring in the preparation or delivery of orders; the Restaurant making late deliveries of orders etc.);

15.1.3 the Restaurant being unable to receive or process orders due to the Product being switched off, not receiving a GPRS signal or malfunctioning, or repeatedly refusing orders;

15.1.4 The FoodHouse receiving allegations or evidence that the Restaurant does not have the necessary Consents for the use and inclusion on the Website of its business, name, brand or logo; then without limiting its other rights or remedies, The FoodHouse may at any time suspend provision of the Services under this Agreement (including by removing the Restaurant's Website Profile from the Website without notice) or any other services that it provides to the Restaurant under a separate agreement without any liability to The FoodHouse. The suspension of the Service shall continue until the default or relevant issue has been remedied to the satisfaction of The FoodHouse (acting reasonably).

#### 16 Term, Termination and Survival of Obligations

16.1 Term: This Agreement comes into force when signed by both parties and has an initial term of 6 months. Thereafter, it will automatically roll onto a

month to month term unless terminated by any party on 1 months' notice prior to the end of the initial term or any subsequent period, or otherwise in accordance with its terms.

16.2 Termination by The FoodHouse: Without prejudice to its other rights and remedies, The FoodHouse may at any time terminate this Agreement immediately by giving written notice to the Restaurant without further liability to the Restaurant.

16.2.1 The FoodHouse reserves the right to terminate this agreement if The Restaurant owners, staff, its affiliates or other parties connected to The Restaurant are abusive in any form to any of The FoodHouse staff via phone, text, email or other communication means without notice and without any further liability to The FoodHouse.

16.3 Termination by the Restaurant: The Restaurant may terminate this Agreement by one month's prior written notice to The FoodHouse at any time. Any domains managed by The FoodHouse are not transferrable and remain the property of The FoodHouse.

16.4 Effect of termination: Upon termination of this Agreement in accordance with its terms, The FoodHouse will send the Restaurant a notice confirming the termination of the Service and final payment details, and either a payment for any outstanding monies owing by The FoodHouse to the Restaurant or a request to pay any outstanding monies owing to The FoodHouse (as applicable).

16.5 Cached websites: The FoodHouse will use reasonable endeavours to remove or disable the Restaurant's Website Profile and Restaurant Website reasonably promptly following termination of this Agreement. However, the Restaurant acknowledges and accepts that cached versions of these sites may continue to exist in the web browsers and web servers of search engines and customers following such termination, and agrees that The FoodHouse has no control over, and shall not have any liability to the Restaurant (whether based on IPR infringement or otherwise) in connection with, the foregoing.

#### 17 Limitation of Liability and Indemnity

17.1 General: Nothing in this Agreement shall limit or exclude The FoodHouse's or the Restaurant's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; breach of the terms implied by section 2 of the Supply of Goods and Services act 1982 (title and quiet possession); or any other liability that cannot be limited or excluded under applicable law.

17.2 Exclusion of The FoodHouse's liability: The FoodHouse shall not be liable to the Restaurant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any damages, costs, direct or indirect losses including without limitation loss of profit, or any consequential loss suffered by the Restaurant and arising out of or in connection with this Agreement, including resulting from faults, breakdowns or other interruptions to the Service for any reason.

17.3 Limitation of The FoodHouse's liability: The FoodHouse's total liability to the Restaurant in respect of all other losses arising under or in connection with this Agreement howsoever caused (and whether in contract, tort (including negligence), breach of statutory duty, or otherwise, and including losses caused by The FoodHouse's repudiatory breach or a deliberate breach of the Agreement by The FoodHouse, its employees, agents or subcontractors) shall never exceed the aggregate amount of Restaurant Charges paid to The FoodHouse by the Restaurant pursuant to this Agreement in

the 12 months prior to the date that the liability arose.

17.4 Indemnity: The Restaurant fully indemnifies The FoodHouse and will keep The FoodHouse indemnified against any losses, damages or claims (and all related costs) made against The FoodHouse by a customer or any third party in connection with the Restaurant's failure to deliver or imperfect delivery of an order or the Restaurant's failure to comply with this Agreement and/or any applicable laws, rules and regulations in force at the relevant time.

17.5 Joinder: The Restaurant shall accept and shall not oblige The FoodHouse to being included by The FoodHouse in any manner to any third-party notice or otherwise in any proceedings instituted against The FoodHouse, relating to the Restaurant's acts or omissions in connection with this Agreement.

#### 18 Force Majeure The FoodHouse

18.1 The FoodHouse shall not be liable to the Restaurant as a result of any delay or failure to perform its obligations under this Agreement because of a Force Majeure Event. A "Force Majeure Event" means an event beyond the reasonable control of The FoodHouse including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of The FoodHouse or any other party), failure of a utility service or transport network, Act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or

direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, import and export restrictions, faults, breakdowns or other operational interruptions.

#### 19 Amendments

19.1 Upon 1 months' prior written notice, The FoodHouse may amend the terms of this Agreement. The Restaurant shall be notified of such amendments in writing either by website notices, email, or post. Unless the Restaurant responds to such notification within 2 calendar weeks objecting to the amendments or terminates this Agreement in accordance with clause 16.3, such amendments shall thereafter be construed as forming part of this Agreement and accepted by the Restaurant.

#### 20 Assignment

20.1 The FoodHouse shall be entitled to assign all or any of its rights and obligations under this Agreement to any third party.

20.2 The Restaurant may only assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement to a third party with The FoodHouse's express prior written consent.

#### 21 Confidentiality

21.1 The content of this Agreement and any information concerning the other party is to be treated as confidential and shall not be disclosed during the term of

this Agreement or at any time thereafter save as required by law, provided that The FoodHouse is entitled to use the Restaurant's name as a reference.

#### 22 Invalidity Clause

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

#### 23 Governing Law and Jurisdiction

23.1 Governing Law: This Agreement and any dispute or claim arising out of or in connection with this Agreement or its subject The FoodHouse matter or formation (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law.

23.2 Jurisdiction: The parties agree to submit any dispute arising in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales (including any dispute or claim relating to non-contractual obligations)

23.3 Communication and Contract: All contracts are written and communicated in English (UK). Translation of products and prices may be available in other languages.

Website and App fees – All prices quoted exclude VAT unless other quoted.

#### Monthly Subscription Fees

##### Setup Costs

|      |                           |
|------|---------------------------|
| £50  | Website only setup fee    |
| £250 | App only setup fee        |
| £250 | Website and App setup fee |

##### Monthly Fees

|     |                 |
|-----|-----------------|
| £25 | Website only    |
| £35 | App only        |
| £50 | Website and App |

##### 0% commission website charges

|      |  |
|------|--|
| £40  | Full menu change   |
| £60  | Full menu price change and add new items                         |
| £150 | Full menu change including programming for new owner of business |

Note. Callouts only available within 30 miles of Newcastle upon Tyne during support hours.

##### Card processing fees:

|             |            |
|-------------|------------|
| Up to £3000 | 2.5% + 25p |
| £3000-£5000 | 2.3% + 25p |
| £5000-£7500 | 2.1% + 25p |
| £7500       | 1.5% + 25p |

See our [Payment Gateway Terms and Conditions](#) for more information on our payment gateway service.

##### Equipment Packs

|      |                                   |
|------|-----------------------------------|
| £200 | 10" Android Tablet, 58mm printer, |
|------|-----------------------------------|

##### Customer Fee Plans

##### Plan rates – depending on order quantity

##### Budget

0-200 orders per 4 weeks

Card rate - 2.5% + 25p  
Customer Fee – 50p per order paid to The FoodHouse

##### Standard

200-500 orders per 4 weeks

Card rate - 2.5% + 25p  
Customer Fee – 50p per order paid to The FoodHouse  
Free order confirmation text to customer  
Full menu update - £15

##### Advanced

500-100 orders per 4 weeks

Card rate – 1.75% + 23p  
Customer Fee – 40p per order paid to The FoodHouse  
Free order confirmation text to customer  
Free Full menu update  
Free Domain  
Optional – Add Facebook for 10p per order (Social Media Silver Package)

##### Premium

1000+ orders per 4 weeks

Card rate – 1.5% + 20p  
Customer Fee – 30p per order paid to The FoodHouse  
Free order confirmation text to customer  
Free Full menu update  
Free Domain  
Optional – Add Facebook for 5p per order (Social Media Silver Package)  
Optional – Add Facebook and Instagram for 10p per order (Social Media Gold Package)

##### The FoodHouse (theFoodHouse.co.uk) fees

##### Setup Costs

|      |   |
|------|---|
| £100 | Joining and Setup Fee (FREE for existing customers) |
| 50p  | Customer surcharge fee (paid by customer)           |

##### Card Payments

An additional fee of 2.5% + 25p on all card payments is payable on your account (paid orders only). These are paid out 3 working days behind or on your chosen payment day. Card rates will also be aligned to your own website rate if this is lower.

##### Other fees and charges

|      |  |
|------|--|
| £40  | Full menu change   |
| £60  | Full menu price change and add new items                         |
| £150 | Full menu change including programming for new owner of business |

You can change product prices for FREE by using our new Partner Hub.

##### EPOS support plans

##### Plan costs are per month

|     |             |
|-----|-------------|
| £30 | Bronze plan |
| £50 | Silver plan |
| £70 | Gold plan   |

##### Other Services

Flyers (Including design, print and delivery to a UK Address)

5000 - A6 Leaflets 170gsm - £95  
10000 - A6 Leaflets 170gsm - £130

5000 - A5 Leaflets 170gsm - £140  
10000 - A5 Leaflets 170gsm - £190  
20000 - A5 Leaflets 170gsm - £310

##### SMS Marketing

The service is completely pay as you go, and you just need to buy a bundle of texts for your campaign.

|                   |
|-------------------|
| 1000 texts – £70  |
| 2000 texts – £130 |
| 3000 texts – £180 |
| 4000 texts – £220 |
| 5000 texts – £250 |

Orders of 5000+ texts are charged at 4.75p per text when buying in bulk. Texts purchased do not expire and can be used for multiple campaigns if required. Customer can opt out of the service by texting a special number to be removed from the list. Please note you **CANNOT** use this service to text numbers you have obtained from Just-Eat or Hungry House as this data belongs to the respective companies. This is illegal and you can be fined heavily if used.

##### TV Menu Displays

|                      |                      |
|----------------------|----------------------|
| Static Menu Image    | £80                  |
| Running Video Images | £250 (Max 4 screens) |
| Running Video Images | £350 (Max 8 screens) |

##### Social Media Packages

|          |                |
|----------|----------------|
| Bronze   | £50 per month  |
| Silver   | £75 per month  |
| Gold     | £120 per month |
| Platinum | £175 per month |

##### Technical Support

|     |                          |
|-----|--------------------------|
| £20 | Per hour or part thereof |
| £30 | Callout fee (Weekdays)   |
| £50 | Callout fee (Weekends)   |

##### Miscellaneous

|                         |                     |
|-------------------------|---------------------|
| .co.uk domain           | £15 per year        |
| .com domain             | £25 per year        |
| SMS Printer             | £250 Sim and Wi-Fi  |
| SMS Printer (Ethernet)  | £300 Ethernet only  |
| 2 <sup>nd</sup> hand PC | £100                |
| Receipt Printer         | £100                |
| EPOS PC Package*        | £1200               |
| EPOS Software*          | £250 Per PC licence |
| EPOS Data Backup        | £5 Per month        |

\* EPOS Software licence is £100 per year thereafter.

**Payment Gateway Fees**

£5 monthly fee + VAT (*paid at the end of each month by direct debit for websites before 1<sup>st</sup> October 2018*)

Card Processing fees vary depending on the amount you process through your website, plans shown below are for partners paying monthly fees only, these do not apply to customer fee plans.

| <b>Card Processing Amount Per Month</b> | <b>Fee</b>       |
|---|------------------|
| Up To £4999                             | 2.5% + 25p + VAT |
| £5000+                                  | 2.0% + 25p + VAT |

**You must inform us if you think you are processing transactions to reduce your rates, this does not happen automatically.**

**Disputes and fraudulent transactions**

All disputes and fraudulent transactions are charge at the cost of the transaction plus £15 +VAT and a 1.5% + VAT handling fee.

**All payments made through the gateway will arrive in your bank 5 working days after collection via your website. With this platform, your business name appears on the customers bank statement, meaning they can easily identify where they have used their card to reduce disputes and fraud.**





# The FoodHouse<sup>.co.uk</sup>

## Payment Gateway Terms and Conditions

### Terms and conditions of use

This 'The FoodHouse Gateway' Services Agreement ('Agreement') is a legal agreement between The FoodHouse. ('The FoodHouse', "we" or "us") and the entity or person ("you", "your", or "user") who registered on the Account page to receive certain payment, analytics and benchmarking, and other business services that may be offered by The FoodHouse and its affiliates (each, a "Service"). This Agreement describes the terms and conditions that apply to your use of the Services.

If you do not understand any of the terms of this Agreement, please contact us before using the Services. You may not access or use any Services unless you agree to abide by all of the terms and conditions in this Agreement.

#### Section A: General Terms

##### 1. Overview of this Agreement

This Agreement provides a general description of the Services. The FoodHouse may provide to you, including those allowing you to accept payments from purchasers of your goods or services to your organization (your "Customers").

Finally, Section E describes your liability to The FoodHouse for all losses connected with your Account, your agreement to resolve all disputes with The FoodHouse by arbitration and not in a lawsuit, and other legal terms that apply to you.

##### 2. Your Account

a. Registration and Permitted Activities: Only businesses (including sole proprietors), bona fide charitable organizations, and other entities or persons located in United Kingdom are eligible to apply for an Account to use the Services described in this Agreement. The FoodHouse and its affiliates may provide Services to you or your affiliates in other countries or regions under separate agreements.

To register for an Account, you or the person or people submitting the application (your "Representative") must provide us with your business or trade name, address, email, phone number, business identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your Account administrator. Until you have submitted, and we have reviewed and approved all required information, your Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.

If you use Payment Services, your name (or the name used to identify you) and URL may appear on your Customers' bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Customers

and must accurately describe your business or activities. You may only use Payment Services to facilitate Transactions with your Customers. You may not use Payment Services to send money to others, to conduct any personal or non-commercial transactions, or for any other purposes prohibited by this Agreement.

b. Business Representative: You and your Representative individually affirm to The FoodHouse that your Representative is authorised to provide the information described in this Section A.2 on your behalf and to bind you to this Agreement. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of The FoodHouse, neither you nor your Representative may register or attempt to register for an Account on behalf of a user The FoodHouse previously terminated from use of the Services.

If you are an individual trader, you and your representative also affirm that your representative is personally responsible and liable for your use of the Services and your obligations to Customers, including payment of any amounts owed under this Agreement.

The following special requirements apply to you if you are not at least 18 years old. If you are a legal entity, your representative must either obtain the consent of your board or of an authorised officer; and if you are an individual or sole proprietor, your Representative must be your parent or legal guardian. Any such approving board, authorised officer, parent, or legal guardian is responsible to The FoodHouse and is legally bound to this Agreement as if it had agreed to the terms of this Agreement itself.

c. Validation and Underwriting: At any time during the term of this Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, verify you or your Representative's identity, and assess the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licences, or other information related to your business, its beneficial owners or principals. If you use Payment Services, we may also request that you provide copies of financial statements or records pertaining to your compliance with this Agreement or require you to provide a personal or company guarantee. Your failure to provide this information may result in suspension or termination of your Account.

You authorise us to retrieve information about you from our service providers, including credit and information bureaus. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information

you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Account. The FoodHouse may periodically update this information as part of our underwriting criteria and risk analysis procedures.

d. Changes to Your Business, keeping your account current: You agree to keep the information in your Account current. You must promptly update your Account with any changes affecting you, the nature of your business activities, your Representatives, beneficial owners, principals, or any other pertinent information. We may suspend your Account or terminate this Agreement if you fail to keep this information current.

You also agree to promptly notify us in writing no more than three days after any of the following occur: you are the subject of any voluntary or involuntary insolvency petition or proceeding, receivership, bankruptcy, or similar action; there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business; you transfer or sell 25% or more of your total assets, or there is any change in the control or ownership of your business or parent entity; or you receive a judgment, writ or warrant of attachment or execution, or levy against 25% or more of your total assets.

##### 3. Your Relationship with Your Customers

You may only use the Services for legitimate Transactions with your Customers. You know your Customers better than we do, and you are responsible for your relationship with them. The FoodHouse is not responsible for the products or services you publicise or sell, or that your Customers purchase using the Services; or if you accept donations, for your communication to your Customers of the intended use of such donations. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers.

The FoodHouse provides Services to you but we have no way of knowing if any particular purchase, sale, donation, order, or other transaction (each a "Transaction") is accurate or correct, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

www.theFoodHouse.co.uk - email: support@theFoodHouse.co.uk -Tel: 0191 603 0150

Registered address – Suite 21, John Buddle Work Village, Buddle Road, Newcastle Upon Tyne, NE4 8AW – Co 11356764

Last updated 01/09/2019



# The FoodHouse.co.uk

## Payment Gateway Terms and Conditions

#### 4. Fees and Fines

The FoodHouse will provide the Services to you at the rates and for the fees ("Fees") described in the Fee Schedule, linked here and incorporated into this Agreement. The Fees include charges for Transactions (such as processing a payment) and for other events connected with your Account (such as handling a disputed charge). We may revise the Fees at any time. However, we will provide you with at least 30 days' advance notice before revisions become applicable to you (or a longer period of notice if this is required by applicable Law).

We may charge additional Fees for cross-border transactions and foreign exchange services. In addition to the Fees, you are also responsible for any penalties or fines imposed in relation to your Account by The FoodHouse, The FoodHouse affiliates, any bank, money services business, payment network, financial institution or other financial intermediary (each a "Financial Services Provider") resulting from your use of Payment Services in a manner not permitted by this Agreement or a Financial Services Provider's rules and regulations.

You request a complete blending of Fees for payment card processing for all merchant services charges (MSC) for all payment card brands and categories irrespective of the underlying differences in interchange fees. If you do not understand the Fee Schedule or you have a question about Fees or wish to receive unblended rates for payment card processing, please contact us.

A charge of £15 plus 1.5% will be charged for any disputed transactions and will be charged to your account if a customer disputes a transaction. This will be recovered via your payment method automatically. However, The FoodHouse will attempt to contact the customer's bank to resolve this issue with your support.

#### 5. Services and Account Support

We will provide you with support to resolve general issues relating to your Account and your use of the Services. This support includes resources and documentation that we make available to you through the current versions of The FoodHouse's support pages and other pages on our website (collectively, "Documentation"). The most efficient way to get answers to your questions is to review our Documentation. If you still have questions after reviewing the Documentation, please contact us.

You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Services to your Customers unless we agree to do so in a separate agreement with you or one of your Customers.

Support is provided by contacting us at [accounts@theFoodHouse.co.uk](mailto:accounts@theFoodHouse.co.uk).

#### 6. Taxes and Other Expenses

Our fees are exclusive of any applicable sales or value-added tax, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, taxes or fees apply to the sale of your products and services, acceptance of donations, or payments you receive in connection with your use of the Services ("Taxes"); and (ii) assessing, collecting, reporting, and remitting Taxes for your business to the appropriate tax and revenue authorities. If we are required to withhold any Taxes, including where we are unable to validate any tax-related identification information you provide us, we may deduct such Taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide accurate information regarding your tax affairs.

We may send documents to you and tax authorities for transactions processed using the services. You agree that we may send you any tax-related information electronically.

#### 7. Service Limitations, Prohibited Activities, and Security Controls

a. Compliance with Applicable Laws: You must use the Services in a lawful manner, and must obey all laws, rules, and regulations ("Laws") applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

b. Prohibited Businesses and Activities: You may not use the Services, for your benefit or the benefit of another, for any activities The FoodHouse has identified as a prohibited business or activity (collectively, "Prohibited Businesses"). Prohibited Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States or United Kingdom.

Please review the list of Prohibited Businesses thoroughly before registering for and opening an Account. If you are uncertain whether a category of business or activity is prohibited or have questions about how these restrictions apply to you, please contact us. We may add to or update the Prohibited Business List at any time.

c. Other Restricted Activities: You may not use the Services to facilitate illegal Transactions or to permit others to use the Services for non-commercial, personal, or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public The FoodHouse systems, programs, data, or services; (ii) copy, reproduce, republish, upload,

post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

d. Security Controls: We may provide or suggest security procedures and controls intended to reduce the risk to you of fraud ("Security Controls"). You agree to review the Security Controls and the Documentation that we provide to you, and to select the Security Controls that meet your business requirements. If you believe that the Security Controls, we provide are insufficient, then you agree to separately implement additional controls that meet your requirements. You may review some of the details of our Security Controls on our website.

#### 8. Suspicion of Unauthorised or Illegal Use

We may refuse, condition, or suspend any Transactions that we believe (i) may violate this Agreement or other agreements you may have with The FoodHouse; (ii) are unauthorized, fraudulent or illegal; or (iii) that expose you, The FoodHouse, or others to risks unacceptable to The FoodHouse. If we suspect or know that you are using or have used the Services for unauthorised, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your Account, your Customers, and Transactions made through your use of the Services.

#### 9. Disclosures and Notices; Electronic Signature Consent

a. Consent to Electronic Disclosures and Notices: By registering for an Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from The FoodHouse ("Notices"), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

b. Methods of Delivery: You agree that The FoodHouse can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your Account. Notices may include notifications about your Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have

[www.theFoodHouse.co.uk](http://www.theFoodHouse.co.uk) - email: [support@theFoodHouse.co.uk](mailto:support@theFoodHouse.co.uk) -Tel: 0191 603 0150

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Last updated 01/09/2019



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Payment Gateway Terms and Conditions

been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you.

you terminate this Agreement, we will pay out any remaining funds owed to you.

c. SMS and Text Messages: You authorise us to provide Notices to you via text message to allow us to verify your or your Representative's control over your Account (such as through two-step verification), and to provide you with other critical information about your Account. Standard text or data charges may apply to such Notices. Where offered, you may disable text message notifications in the Dashboard by responding to any such message with "STOP", or by following instructions provided in the message. However, by disabling text messaging, you may be disabling important Security Controls on your Account and may increase the risk of loss to your business.

In addition, upon termination you understand and agree that (i) all licences granted to you under this Agreement will end; (ii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iii) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

d. Requirements for Delivery: It should come as no surprise to you that you will need a computer or mobile device, Internet connectivity, and an updated browser to access your Dashboard and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please contact us and we can find another means of delivery.

e. Withdrawing Consent: Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your Account.

#### 10. Termination

a. Term and Termination: This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or The FoodHouse. You may terminate this Agreement by closing your Account at any time by opening the data tab in your account settings, selecting "close my account" and ceasing to use the Service. If you use the Services again or register for another Account, you are consenting to this Agreement. We may terminate this Agreement or close your Account at any time for any reason by providing you Notice. We may suspend your Account and your ability to access funds in your Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; or (iii) any Law or Financial Services Provider requires us to do so.

b. Effects of Termination: Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions, (ii) stop accepting new Transactions through the Service, and (iii) immediately remove all The FoodHouse or payment network logos from your website (unless permitted under a separate licence with the payment network). Your continued or renewed use of the Services after all pending Transactions have been processed serves to renew your consent to the terms of this Agreement. If

[www.theFoodHouse.co.uk](http://www.theFoodHouse.co.uk) - email: [support@theFoodHouse.co.uk](mailto:support@theFoodHouse.co.uk) -Tel: 0191 603 0150

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