

CurriesOnline Partner Registration Form

CurriesOnline LTD, PO Box 747, Chesham, Bucks, HP5 3UW | fax: 0700 609 6270 | support@curriesonline.co.uk

1 | business details

manager name: _____ tel no (1): _____
business name: _____ tel no (2): _____
business address: _____ mobile no: _____
_____ email address: _____
Business type *restaurant / takeaway* Website: _____

2 | services

Do you provide a home delivery service? yes / no average time? _____ mins min order £ _____
Please specify your delivery distance(s) _____
i.e. free delivery on orders within 3 miles. £1.50 charge on orders between 3-4 miles.

Do you provide a collection service? yes / no average time? _____ mins min order £ _____

Do you provide a reservation service? yes / no

How would you like to receive your orders? Email _____ Fax _____

3 | opening times (please specify your opening times below)

4 | offers and promotions (please specify any offers and promotions below)

5 | payment

Please specify an account you would like us to pay into:

Bank Name: _____ Sort Code: _____ ac no: _____

Would you like us to charge a surcharge to customers who pay online? yes / no

How would you like to receive your statements? By email (free) by post (£1.50 per statement)

6 | Declaration

By signing and dating below you are hereby legally authorised to act as the Restaurants agent for the purposes of transacting via the Service. In our terms and conditions, there's important information about us and our services you need to know. You can access this information at any time on the 'My Account' section of our website. Please confirm that you have read and accept our terms and conditions below.

Your commission rate is 10% (+VAT) on all orders and £1.00 (+VAT) per person on all reservations.

Signature _____ Date: _____

TERMS AND CONDITIONS OF SERVICE

1. PARTIES

1.1 This Agreement is made between you, the restaurant/takeaway ('Partner') and Curries Online Ltd ('Service Provider').

1.2 In this Agreement, the Services which you agree to receive are solely provided by the Service Provider.

2. PERIOD

2.1 There is no minimum length of agreement; The Partner can terminate the service at any time with one month's notice.

In this Agreement, the above services which the Partner agrees to receive and which the Service Provider agrees to provide will be referred to as the 'Service'.

3. THE SERVICE

3.1 The Service Provider provides software/hardware to enable the Partner to access and accommodate the receipt of on-line orders to the Partner.

3.2 The Service includes inclusion into Service Providers affiliated website(s), web hosting and credit card processing services.

3.3 The Partner agrees to receive, prepare and deliver orders placed with the Service Provider's web-site(s) and its affiliates.

3.4 The Partner will ensure that all orders are prepared to a good standard, using good quality ingredients adhering to the Service Provider's basic standards, guarantees and level of service.

3.5 Orders must be delivered within the maximum delivery time set by the Partner. If the Partner is unable to meet a delivery deadline, the order should be offered to the customer for free as part of the Service Provider's quality of service guarantee.

3.6 Where an order is deemed to be incorrect, because item(s) and/or prices are missing or incorrect, the Partner must offer the delivery to the customer for free as part of the Service Provider's quality of service guarantee.

3.7 The Service Provider accepts no liability for monies lost as a result of delivery drivers failing to meet delivery deadlines, or where items or orders are incorrectly delivered or where any transaction should be made available gratis as part of the Service Provider's quality of service customer guarantee.

4. REQUIREMENTS

4.1 Each additional Partner requires the purchase of an additional service.

4.2 Each Service requires the purchase of the appropriate hardware/software/internet service to accommodate the service, which is the responsibility of the Partner to either source or purchase from the Service Provider.

4.3 Delivery and installation will take place at a time and date mutually agreed by the Service Provider and the Partner.

5. PARTNERS OBLIGATIONS

5.1 The Partner agrees to use official promotional material provided by the Service Provider in store, on leaflets and anywhere else where the Partner intends to make customers aware of the service being provided by the Service Provider, namely anywhere where on-line delivery is promoted.

5.2 The Partner agrees to promote the service provided by the Service Provider by advertising in local newspapers and using official promotional material provided by the Service Provider.

5.3 The Partner warrants that all information provided to the Service Provider on registration and during the course of this agreement is true, complete and accurate and that the Partner will promptly inform the Service Provider of any changes to such information.

5.4 In consideration of the Service Provider providing the Service, the Partner agrees that the Service Provider may hold such information on a database, to help identify and provide details of other products and/or services which may be of interest to Partners.

5.5 The Partner must take all necessary steps to ensure the proper use by authorised parties only of its username, passwords and any other security feature relating to the Service. The Partner warrants that any person to whom its username or password is disclosed is legally authorised to act as the Partner's agent for the purposes of transacting via the Service.

5.6 It is the responsibility of the Partner to ensure that his details are entered onto the Partner's Service Provider's website(s) and to ensure that any changes, details are updated.

5.7 The Partner must provide their updated menu every time changes are made to the Service Provider, otherwise the Partner will be responsible for any wrong information provided on the website to the customers and shall deliver the food ordered until their menu is updated on the Service Provider's website(s)

5.8 The Service Provider will update the Partner's menu free of charge twice within a 12 month period. Any further updates will incur a processing charge of £30+VAT per update.

5.9 The Partner agrees to ensure that all equipment provided by the Service Provider is kept in good working order.

6. COPYRIGHT INDEMNITY

6.1 The Partner shall ensure that no infringement of copyright or any intellectual property rights of third parties are breached in any menus or any advertising of the Service Provider's service.

6.2 The Service Provider accepts no liability for any Partner's losses as a result of the Partner's infringement or alleged infringement of copyright or any intellectual property rights of a third party.

6.3 The Partner shall indemnify the Service Provider against any damages, costs, claims or expenditure incurred by the Service Provider as a result of any infringement or alleged infringement by a Partner of copyright or any intellectual property rights of a third party.

The Service Provider shall promptly notify the Partner upon the Service Provider becoming aware of any such alleged infringement and, at its own expense, the Partner shall conduct negotiations for settlement of such allegations and any litigation that may arise thereon.

Upon notification of any such alleged infringement, the Partner agrees to remove any menu from the Service Provider's website(s) with immediate effect. Alternatively, the Partner agrees to modify said menu so as to delete the alleged offending infringement.

The Partner also agrees to remove or modify any advertisement where the alleged offending infringement has been used.

The Partner shall, at the request of the Service Provider, give all reasonable assistance for the purposes of defending any claim, demand or action brought against the Service Provider for any infringement or alleged infringement by the Partner.

The Partner shall not make any admissions which may be prejudicial to the defence of such claim, demand or action.

The Service Provider reserves the right (but does not assume any obligation) to inspect the content of any material placed on the Service Provider's website(s) to ensure that it complies with the terms of this Agreement or any applicable laws, regulations or codes of practice. If such material does not comply, the Service Provider reserves the right to suspend or terminate this Agreement.

7. RIGHT TO SUSPEND OR END THE SERVICE

7.1 In the event that the Partner is found to be in breach of this Agreement, the Service Provider may at his sole discretion and without prejudice to any other legal rights or remedies which it may have (in any order) take any one of the following actions:

7.1.2 Notify the Partner by email or other means that the Partner appears to be engaged in prohibited activity. The Partner will then have five working days to show cause as to why the service Provider should not take further action;

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7.1.3 Suspend the Services by restricting the Partner's access to the Service for a designated period of time;

7.1.4 Terminate this Agreement and the Service.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 In no event will the Service Provider be liable for any indirect or consequential loss or damage of any kind (including without limitation loss of profits, business interruptions, or loss, corruption or miss-delivery of data) however caused and whether arising under contract, tort (including negligence) or otherwise.

8.2 Save as expressly set out in this Agreement, all conditions or warranties, which may be implied or incorporated into this Agreement by law or otherwise, are hereby expressly excluded to the extent permitted by law.

8.3 The Partner agrees to indemnify the Service Provider against any claims brought by a third party for loss, damage or injury resulting from the Partner's use of the Service and in respect of any losses or liabilities incurred directly by the Service Provider as a result of the Partner's breach or non-observance of any of these terms and conditions.

8.4 The Partner shall pay all costs, damages, awards, fees (including any legal fees) and Judgements awarded against the Service Provider arising from any such claims and shall provide the Service Provider with notice of any such claims, full authority to defend compromise or settle such claims and reasonable assistance necessary to defend such claims, at the Partner's sole expense.

8.5 Any failure to satisfy customer requirements can result in a minimum of £5 penalty charge and up to the value of the order.

Cancelling orders, during the provided opening hours and within delivery radius/postcode will result in a £5 penalty charge.

9 GENERAL

9.1 The Service Provider accepts no liability for loss of Service due to network or hardware failure. In such circumstances the Service Provider will endeavour to restore the Service as soon as reasonably practicable.

9.2 From time to time, the Service Provider may need to carry out maintenance to the website(s) and hardware and therefore the network may be closed down to enable the Service Provider to carry out such maintenance.

The Service Provider will provide the Partner with as much notice as possible in the circumstances as is reasonable.

9.3 The service Provider accepts no liability for any loss or damage caused by the Service or equipment.

9.4 Nothing in this Agreement shall be construed to create a joint venture, partnership or agency relationship between the Partner and the Service Provider. The parties to this Agreement are independent contractors and neither party shall have

the right or authority to incur any liability of debt or cost or enter into any contracts or other arrangements in the name of and on behalf of the other.

9.5 The Partner shall not acquire any title, copyright or other proprietary rights of the Service Provider.

9.6 The Service Provider reserves the right to vary these terms and conditions from time to time. Notice of changes shall be notified by posting on the website(s). Continued use of the Service for a period exceeding one week after receipt of notification will constitute acceptance.

9.7 Any prices quoted by the Service Provider and its representatives are excluding VAT and the Partner shall assume the VAT charge applies to all the prices quoted and written on the sign up form and that they will be charged accordingly.

10. PAYMENTS

10.1 The Service Provider reserves the right to take and process: Cash, Card & PayPal Payments for the Partner's goods menu items, under the Service Provider Payment Policy Agreement.

Service Provider Payment Policy Agreement:

Partner must accept cash, card and PayPal orders. Partner must provide proof of delivery with the buyer's signature for transactions.

The Service Provider reserves the right to reject, hold, cancel and refund payments to customers without any authorisations from the Partner.

11. TERMINATION

11.1 This Agreement will continue until ended by either party.

11.2 Except in accordance with paragraph 7, the Service Provider may terminate this Agreement without cause by providing the Partner with one month's notice in writing.

11.3 The Partner may terminate this Agreement by providing the Service Provider with one month's notice in writing to be sent to the Service Provider by 'Recorded Delivery'.

11.4 Upon termination, the Partner is to return all hardware, software and advertising materials and any other property belonging to the Service Provider in good working order.

11.5 Any deposit will be refunded in full during the first 6 months of the agreement, given that all equipment is returned in their original condition. Any damage to the Service Provider's equipment(s) or any sign of tampering with the equipment(s)

may result in your deposit being depreciated or withdrawn. After the first 6 months of the Agreement and up to the first 12 months the deposit will depreciate by a minimum of £100 given the circumstance of the equipment(s). After the first 12

months of the Agreement, the ownership of the equipment(s) is transferred and the deposit is not refundable.

11.6 Upon termination, the Partner shall pay any administration charges that are to be taken from online orders or any other means of payment due to the Service Provider within seven days before any deposit can be refunded otherwise any

outstanding charges shall be taken from the deposit.

11.7 Upon termination, the Partner shall return any equipment(s) provided by the Service Provider in its original condition before the deposit can be released.

11.8 If any equipment(s) is found to be faulty or not in its original condition, the Service Provider reserves the right to hold any deposit paid to cover the cost of the damage to the equipment(s).

12. SERVICE LEVEL AGREEMENT

12.1 Any equipment(s) provided by the Service Provider to the Partner is subject to 12 months return to base warranty unless stated otherwise.

12.2 The Partner shall always cover the cost of postage to the Service Provider and the Service Provider shall send the fixed/replaced equipments back to the Partner, free of charge within the warranty period.

12.3 After the warranty/support period the Partner shall cover all the costs including, parts, labour, and postage.

N.B. The Partner acknowledges that the Partner has read and accepted the terms of this Agreement. Use of the Service shall be deemed as acceptance of the terms of this Agreement

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and both parties hereby submit to the exclusive jurisdiction of the courts of England and Wales