



属于店家自己的网络点餐系统

GOFOOD.UK

YOUR VERY OWN ONLINE ORDERING SYSTEM

# GOFOOD.UK CLIENT AGREEMENT T&C

Document reviewed and updated 01/09/2021

This is a document that replaces the previous <Gofood.UK Client Agreement>

## Important!

If you do not understand any of the languages in which this document is currently available, we strongly request you not to agree and not accept the agreement and, consequently, not to continue to use the application.

In case of any differences between a translation and the English version, the English version prevails. Therefore, by continuing to use our application, you agree and acknowledge that you understood the terms of this document in one of the languages in which they are currently available.

Welcome and thank you for choosing Gofood.UK for your online/onsite ordering solutions. In this document we will introduce you to the details of our agreement and what we expect from you as well as what you can expect from us. By using our services, you agree to the following terms.



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## 1 Welcome

- 1.1 We are Gofood.UK, when we say 'we', 'us' or 'Gofood.UK' that is who we are, we own and run the services that help you take online/offline orders. our registered name is 'GOFOOD.UK ONLINE LTD' company number: 12702164
- 1.2 When we refer to 'services' we are talking about the gofood ordering solutions and any components that may be offered at no extra cost by us or subscribed to with a fee by the client, where we provide you with the login credentials to gain access with.
- 1.3 When we talk about 'you', 'the client' or 'the restaurants and takeaways', this means yourself as well as any organisation you work for or represent on behalf of.

## 2 What You Can Expect from Us

- 2.1 It is our duty to assist you in every possible way with the solutions we provided for you, this includes setting up both the hardware and software environment at the business location, training you on how to use the system and solving technical issues that may occur in relation to our services. It is in our best of interests to support you as much as we can with no additional charges, however, in the case of instances where additional charges are unavoidable, we will notify you in advance before any job commencement at a case-to-case basis.
- 2.2 Upon request, the client may delegate control of social media accounts to us for monitoring and managing purposes, The delegation service can be a free service for an initial period chosen by us to boost your business's online presence and as a subscribed service thereafter that runs monthly with a fee.



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### 3 What We Expect from You

- 3.1 By using our services, you acknowledge that you will provide us with information we require truthfully to the best of your knowledge about you and your business, you consent us the right to use this information on your behalf to fill in any forms both physically and electronically in order to grant you access to use the solutions.
- 3.2 You agree to make payments accordingly to your payment plan inline to our pricing models at the <What do we charge> section below in this document, this can happen automatically on a deduction basis or manually on an invoicing basis.
- 3.3 By agreeing to this agreement, you also agree to our software developer's <End User Licence Agreement> which can be found at [www.gofood.uk/EULA](http://www.gofood.uk/EULA)
- 3.4 While taking payments from your customers with our solutions, you are responsible for any payment dispute that may result in a refund and its fees for processing such payments.

### 4 What Do We Charge

- 4.1 At Gofood.uk, we believe in a win-win relationship with our restaurants and takeaways, we work hard to keep our fees competitive so you can keep as much of your hard-earned profits as possible. Simply put, there are mainly 3 types of fees we charge: (detailed fee structure of % and fixed amount can be found at [www.gofood.uk/pricing](http://www.gofood.uk/pricing) )
  - 4.1.1 *Monthly Subscriptions – Fixed Fees that we charge on monthly basis, amount depends on the premium services you have chosen to be added to your package, payments are deducted from your linked credit/debit card.*
  - 4.1.2 *One-off Fees – flexible fees that are charged based on individual job you required from us, eg. system installations, menu updates, purchasing, advertisement placement, graphic design, and printing jobs etc. each time we will issue invoice for such work on a case-by-case basis.*
  - 4.1.3 *Processing Charges – Fees that we charge for orders that are processed by our system, the calculation is depending on the payment type:*



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4.1.3.1 *Card Payment - When customer paid by card, a percentage of the order total will be deducted along with a fixed card payment fee (Current Rate is 1.95% + 25p), the customer will also be charged a fixed Service Charge of 50p. All payments and deductions are taken place automatically, no manual input is required.*

4.1.3.2 *Cash Payment - When customer paid by cash, there is only a fixed Service Charge that is paid by the customer, there is no deduction to be made to the sales of the restaurant or takeaway. We will issue an invoice at the end of each month to reclaim our earnings.*

4.2 **Multiple Platform Fee Adjustment**, when we are not the sole online ordering processing partner for the client, by this we mean when client uses Justeat, UberEats and/or any other similar online ordering solutions. In addition to the fees mentioned in 4.1, there will be an extra 4% + 50p processing charge to both Card and Cash orders. This adjustment is charged to the client NOT the customer and is in the aim to keep our business in a competitive state.

4.3 **Late Payment Charge** will be added to any overdue invoice that we have issued to the client. All of our invoices include issued date and due date, please make the payment on time to avoid complications. Late Payment Charge consists of 2 types of elements:

4.3.1 *The annual statutory interest on the debt, which is 8% of the invoice amount plus the Bank of England's base rate. The Bank of England's base rate is subject to change, and the current rate is 0.1% since 19 Mar 2020.*

4.3.2 *A one-off fixed compensation fee, which changes depending on the size of the invoice: £40 for a debt less than £1000; £70 for a debt between £1000 and £10,000; and £100 for a debt of £10,000 or more*

4.3.3 *Total fees = daily late payment fee x days overdue + compensation fee*

## 5 Right to Change

5.1 We might make changes to our services, or to our content, or how our content or the information is displayed or described, at any time. Those changes might interfere with the operation of your business but, unfortunately, that's a risk you agree to accept by using our services.



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- 5.2 Although we can change any of our user terms, or the terms of our license, or our payment models, at any time, we will take reasonable steps to let you know when we do so.

## 6 Leaving The Pack

- 6.1 We encourage you to talk to us first if there are any problems with our services, or if you are unsatisfied with our services for any reason, however, if you have decided to leave us both permanently or temporarily, you can notify us in writing at any time during this agreement, both electronically such as emails, texts, and online messages, or physically such as letters through the post.
- 6.2 We can suspend or terminate our services provided for you at any time for any breach of these user terms or if we think your business adversely affects our reputation in any way.
- 6.3 Any suspension or termination will happen immediately at the point of notification by either us or you. any fees that occurred before this will be calculated and a final invoice will be issued, you are still obligated to make such payments accordingly.



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