



## TERMS & CONDITIONS

**THIS AGREEMENT** sets out in Part 1 and 2 the terms and conditions applicable to the Business's use of [the JUST OFF \("JO"\)](#) proprietary Online Ordering System and Website for the receipt, preparation and delivery of orders by customers for goods from the Business, and has been concluded as of the date at the end of this document (the "**Agreement**").

### PART 1. OVERVIEW OF KEY TERMS

#### Initial charges by JUST OFF to Business

Own page online Provision, Installation & Connection Fee : £ 0.

Charges by JUST OFF to Business ("Business Charges")

- i. JUST OFF will charge the Business:
  - i. a 13% commission per Order (charged on Gross Order Value) + VAT
  - ii. a £0.50 admin charge per Order paid for online + VAT
- iii. "Gross Order Value" means:
  - i. the total amount charged by the Business to the Customer for an Order, including the value of the goods plus the Business's delivery charges (if any) plus the Customer Admin Charge (if any) plus applicable taxes
  - ii. Charges by Business to Customer ("Customer Admin Charge")
- iv. JUST OFF will, on behalf of the Business, charge the Customer:
  - i. a £0.50 admin charge per Order paid for online [\[should that include VAT?\]](#)
- v. Term
  - i. This Agreement is valid from signature for an initial period of 12 months

### PART 2. GENERAL TERMS AND CONDITIONS

#### 1 PURPOSE

1.1 [JO](#) primarily via its website [www.just-off.co.uk](http://www.just-off.co.uk) or its applications and platforms (together, the "Website"), and its proprietary Online Ordering System, POS terminal, and other related equipment and software (together the "Product"), will enable customers to place Orders (as defined in clause 3.1) for takeaway food, tobacco, general goods and drinks from the Business, for delivery by, or collection at , the Business (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 Business agrees to pay [JO](#) the [Initial Charges](#) indicated in Part 1 of this Agreement, of which:

2.1.1 the Business 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 [JO](#) against any payment due to the Business under this Agreement.

## Delivery Service Signup and Partner Help – JUST OFF

- 2.2 Delivery and Installation:** Delivery and installation of the Product will take place at a mutually agreed time between JO and the Business, and will only be carried out after payment in full of the Upfront Payment has been made by the Restaurant.
- 2.3 Profile set-up** Within 14 days of the later of (i) JO having received payment in full of the Upfront Payment in cleared funds, and (ii) JO having received all the information that it shall reasonably request from the Business (including in relation to the Business's name, logo, address, contact information and list of products (the "Website Profile")) in complete and correct form, JO undertakes to set up the Business's Website Profile on the Website.
- 2.4 Product care:** The Business will use, store and maintain the Product using reasonable care, including without limitation establishing and maintaining the Product in such a way as to allow it to receive a GPRS signal, and otherwise so that Orders received will be processed instantly.
- 2.5 Product malfunctions:** The Business must notify JO without delay if the Product malfunctions.
- 2.6 Product repair – general:** During the first twelve (12) months from the date of this Agreement, JO will [within a reasonable period of time](#) repair or replace the Product in case of malfunction, save where in JO's sole opinion the malfunction is a result of misuse, unauthorised alteration or accidental damage by the Business or of repairs not performed by JO or its authorised representative ("Business Product Damage").
- 2.7 Product repair – charges:** After twelve (12) months from the date of this Agreement, or at any time where the malfunction is in JO's sole opinion a result of Business Product Damage, JO reserves the right to charge the Business a reasonable fee for repairing the malfunctioning Product or to charge the Business for a replacement Product at JO's then prevailing price.
- 2.8 Product upgrades:** JO may upgrade or alter the Product on notice to the Business at any time. JO reserves the right to charge the Business for any upgraded or replaced Product at JO's then prevailing price. JO will notify the Business in advance of any such upgrade or alteration of the amount of charges applicable.
- 2.9 Ownership of Product:** The Product remains the property of JO at all times. On termination of this Agreement, the Product must be returned by the Business to JO in good working condition.

### 3 ORDERS

- 3.1 Execution of Orders:** The Business undertakes to receive, process, prepare and deliver the customer's orders placed via the Website and received from JO by means of any of the Product, fax, phone or email ("Orders") using the best care, skill and diligence, and in accordance with best practice in the Business's industry, profession or trade. Goods 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 business shall use its best efforts to accept all Orders. Where the Business wishes to reject an Order, it shall immediately communicate such rejection by pressing the relevant button on the Online Ordering System. [\[I don't think the system is a terminal. If you mean the POS terminal then use that term\]](#).
- 3.3 Payment for Orders – Acceptance of Card Orders:** The Business 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, subject to clause 3.4, cash ("Cash Orders").
- 3.4 Payment for Orders – Card-only Orders:** If, at any time after the first 120 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 Owning by the Business to JO (including for the avoidance of doubt any debts relating to Business Charges for

## Delivery Service Signup and Partner Help – JUST OFF

Cash Orders), the Business agrees that JO may at its discretion process card Orders only on behalf of the Business until such debts are cleared.

- 3.5 Delivery of Orders – Order Number:** When the Business delivers the Order, The Business must check that the Order number given by the customer corresponds with the Order number received by the Business from JO.
- 3.6 Delivery of Orders – Customer ID:** Where an Order is a Card Order, on delivery of the Order the Business 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 subject to statutory age restrictions, the Business must request proof of age from the customer (in accordance with applicable laws) on delivery. The Business 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 Business will provide each customer with an official receipt (and a VAT receipt, if applicable) in respect of an Order, if the customer so request.
- 3.9 Redelivery and refunds:** The Business shall use its best efforts to satisfy any request for a redelivery or refund or proportionate price reduction of any Order made by customer or JO on behalf of a customer. In the event that such a redelivery, refund or proportionate price reduction is granted by the Business or JO, this shall not affect the Business Charges that are due to JO in relation to the original Order. The calculation of all Business Charges shall therefore be based on the Gross Order Value of the ["faultless" is not clear: I would suggest either "original Order" or "goods actually delivered and accepted by the customer"] Order.

## 4 BUSINESS & LIST OF PRODUCTS INFORMATION

- 4.1 Information supplied to JO:** The Business undertakes to check that any information contained in its list of products (the "List Of Products") or otherwise provided to JO 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 reaction ("Allergen Information") such as nuts), and is up to date.
- 4.2 Allergen information:** The Business must provide and update JO with details of any Allergen information in relation to the products that the Business sell. It is the Business's sole responsibility to provide this information to JO without delay, and check that the Website contains the correct Allergen Information. The safety of the customer is paramount. If JO is not satisfied with the commitment of the Business to providing accurate and timely information about ingredients (and in particular, Allergen Information), JO reserves the right to suspend the Business from the Website and/or terminate this Agreement immediately.
- 4.3 Products prices:** The Business agrees that the product prices (including any delivery charges) it provides for display on the Website shall be the same as the price 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.
- 4.4 Updates & errors:** The Business 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 List Of Products. The Business shall promptly report to JO any errors in the List Of Products or Website Profile displayed on the Website or any changes to the Menu or Website Profile. The Business agrees and acknowledges that if there is any conflict between the information provided on the Website and the information provided by the Business to JO, the information provided on the Website shall prevail.
- 4.5 Changes & costs:** JO will update and/or change the contents of the information about the Business displayed on the Website as soon as practicable following receipt of a written request from the Business to correct errors

## Delivery Service Signup and Partner Help – JUST OFF

or make minor changes to such information. JO reserves the right to charge an administrative fee to the Business for any changes. In such a case, JO will notify the Business in advance of the change of the amount of administrative fees applicable.

- 4.6 **Opening hours:** The Business must inform JO of its hours of operation (the “Opening Hours”), and of any changes to such Opening Hours. If the hours of operations are stated on the Menu, JO shall be entitled to treat these as the Opening Hours unless the Business informs JO otherwise.
- 4.7 **Offline times during Opening Hours:** The Business 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 closure, the Duration of which has been communicated to JO in writing in advance. Where closure are planned, the Business must provide JO with a date from which Opening Hours will return to normal.

## 5 CHARGES

- 5.1 **Business Charges:** JO is entitled to charge the Business the Business 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 Value of each Order calculated in accordance with clause 5.2 placed by a customer using the Service (plus applicable taxes); and
  - 5.1.2 an administrative charge in the amount set forth in Part 1 for each Order that is paid online (plus applicable taxes).
- 5.2 **Gross Order Value:** The Gross Order Value is the total amount charged by the Business to the Customer for an Order, including the value of goods plus the Business’s delivery charges (if any) plus the Customer Admin Charge (if any) plus applicable taxes.
- 5.3 **Customer Admin Charge:** JO will, on behalf of the Business, 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 Business shall include it in that customer’s receipt for goods.

## 6 INVOICING & PAYMENT

- 6.1 **Statements:** In the end of the month, JO shall provide a statement of outstanding accounts between the Business and JO (a “Statement”) relating to the previous 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 Business to JO in relation to Business Charges, the Product or the Balance (if any) and any other service provided by JO to the Business, in each case for the relevant period;
  - 6.1.3 any balance brought forward from, and any amounts paid or received by JO since the date of, the previous Statement

6.2 **Invoicing and Payment:** If any monies are owed by JO to the Business according to the Statement, JO will remit that sum to the Business prior to the [issuance of the](#) next Statement. If any monies are owed by the Business to JO according to the Statement, such sums shall be due on the date of the [Statement](#), and payable by the Business within 7 [\[I would suggest you increase this to 14 days so that it matches the time period in 6.4 to dispute the amount\]](#) days. Thereafter JO may charge interest and set off any unpaid amounts in accordance with clause 7.1.

- 6.3 **Card Orders:** If a customer pays for an Order by credit or debit card, and the payment is withheld due to faults in the Business’s preparation or delivery of the Order, or due to misuse of the card, the Business is not entitled to any payment from JO in relation to such Order.

## Delivery Service Signup and Partner Help – JUST OFF

**6.4 Disputed Statements:** If the Business disagrees with the Statement, the Business must notify JO of its disagreement within 14 days of the delivery of the Statement to the Business, setting out in detail the reasons for this disagreement. If the Business fails to notify JO of any such disagreement within 14 days of the Statement date, the Statement shall be deemed to be accepted by the Business.

**6.5 Refunds:** Payment made for the Product by the Business (including the Online Ordering System Provision, Installation & Connection Fee and any other connection fees) are non-refundable.

### 7 OVERDUE AMOUNTS

**7.1 Set-off by JO:** Where any payments are overdue to JO from the Business, JO may set off the amounts outstanding against:

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

7.1.2 any sums received from Card Orders for the Business, and JO may calculate 15% interest per month [\[that is a very high rate: I would suggest something lower but it is ultimately a commercial decision\]](#) 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 JO's bank account (as the case may be). The Business is liable to JO for any costs reasonably incurred in connection with the setting or recovering of an overdue payment, and may set-off such costs in accordance with this clause.

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

### 8 CHANGES TO OWNERSHIP OR BANK ACCOUNT DETAILS

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

### 9 BUSINESS REVIEWS

**9.1 General:** The Business acknowledges and agrees that JO may display on the Website ratings and comments ("Reviews") provided by customers regarding the Business or an Order.

**9.2 Removal:** JO will only remove those Reviews that JO determines in its sole discretion contain explicit, offensive or derogatory language or otherwise breach JO's review guidelines from time to time. The Business acknowledges that JO 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 Business:** the Business agrees that it shall not itself provide or cause any other party to provide any Reviews that are fraudulent or otherwise breach JO's review guidelines.

**9.4 Liability:** To the fullest extent permitted by law, JO assumes no responsibility or liability to the Business for any Reviews.

### 10 CONSENTS & COMPLIANCE WITH LAWS

**10.1 General:** The Business confirms and undertakes that it has obtained and will obtain and maintain any consents, licences, permits, approvals or authorisations ("Consent") 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

## Delivery Service Signup and Partner Help – JUST OFF

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 Business's business, name, brand or logo is or becomes subject to any license or franchise arrangements, the Business confirms that it has obtained or will obtain any required Consent from its licensor or franchisors for the use and inclusion on the website of such business, name, brand or logo, and shall fully indemnify JO for any losses, damages or claims made against or incurred by JO due to any failure to obtain such Consents.
- 10.3 **Loss of Consents:** The Business will notify JO in writing immediately if any of the Consents described in clause 10.1 or 10.2 are revoked or suspended, or the Business is otherwise unable to rely on or benefit from any such Consents for any reason.
- 10.4 **Compliance with laws:** The Business 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 JO of such compliance upon request.
- 10.5 **Website terms & conditions:** The Business shall 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 Business shall be solely responsible for self-assessing, claiming and remitting all its applicable taxes.
- 10.7 **Inspections:** The Business agrees that JO has the right to inspect the Business's premises on no less than 24 hours notice, in order for JO to satisfy itself of the Business's compliance with this clause 10, to collect the Product in accordance with JO's ownership rights as set in clause 2.9 or of any other reasonable purpose.

## 11 MARKETING & EXCLUSIVITY

- 11.1 **Display of JO branding:** Where the Business agrees to market JO and/or the Website by means of menus, stickers or other relevant advertising material, the Business agrees to do so in accordance with JO's guidelines and instructions.
- 11.2 **JO marketing:** The Business consents to receiving from time to time direct marketing communications relating to JO's products or services or those of JO's selected partners via e-mail, post, fax or other means of communication.
- 11.3 **Non-disparagement:** The Business undertakes to refer positively to JO in relation to any publicity regarding the Orders and the Service in accordance with guidelines provided by JO, and must not at any time actively encourage customers who have placed Orders to place a future Order directly with the Business, not attempt to direct Orders placed with the Business 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 Business agrees that its shall not have any direct or indirect financial interest in any business that carries out Competing Activities to JO within the United Kingdom. During the Period the Business shall not (unless it notifies JO and receives JO's consent, which consent may be revoked at JO'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 JO. "Competing Activities" means the same or similar services as JO is providing to the Business under this Agreement, or other activities having a similar purpose.

## 12 INTELLECTUAL PROPERTY RIGHTS



## Delivery Service Signup and Partner Help – JUST OFF

- 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 JO and nothing in this Agreement shall constitute a transfer of those IPR to the Business.
- 12.2 **Licence of Business IPR:** The Business grants JO a licence to use the Business'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 Business confirms irrevocably to JO that the Business's name, Menu, logo and other material that the Business may provide to JO 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 claims:** If a third party makes a claim against JO for the violation of the third party's IPR relating to the Business's name, Menu, logo and/or other material provided by the Business, the Business shall fully indemnify and keep JO 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 JUST OFF WEBSITE

- 13.1 JO intends to make the Website available and functional for 24 hours of the day but is under no obligation to do so.
- 13.2 JO 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, JO 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 minimum.
- 13.3 JO 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 JO give the Business direct access to making changes on the Website, the Business shall be solely responsible for any such changes and shall fully indemnify JO for any losses, damages or claims made against or incurred by JO due to any act or omission of the Business

## 14 BUSINESS WEBSITES

### 14.1 Business JO Website

14.1.1 The Business agrees that JO may, but shall not be obliged to, create (at no cost to the Business) a website relating to such Business with a domain name of JO's choosing (the "Business JO Website").

14.1.2 The Business JO Website may: (i) provide a link to the Website and enable customers to place Orders for the Business's products via the Business JO Website; and (ii) reproduce any of the material(s) Provided by the Business to JO under this Agreement (including but not limited to the name, Menu and logo).

14.1.3 Save for the business's name, menu and logo, all IPR (as defined in clause 12.5) in the Business Website (including its domain name) shall at all times remain the property of JO.

14.1.4 JO shall, promptly following receipt of a request from the Business to do so, and may in its sole discretion at any time and for any reason, permanently remove or otherwise disable the Business Website (provided that nothing in this paragraph shall prevent JO from re-using the domain name for

## Delivery Service Signup and Partner Help – JUST OFF

Such other purpose as it sees fit).

### 14.2 Business JO Website

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

14.2.2 The JO Link will: (i) provide a link to the Website and enable customers to place Orders for the Business's products via the Business Own Website; and (ii) include JO's logo (as provided by JO).

14.2.3 ALL IPR in the JO Link (including JO's logo) shall at all times remain the property of JO.

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

**14.3 Orders through Business website:** For clarity, any orders placed by customers for the Business via the Business JO Website or the JO link shall be considered "Orders" for the purposes of this Agreement and subject To the Business Charges and the other provisions of this Agreement.

## 15 BREACH OF OBLIGATIONS BY THE BUSINESS

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

15.1.1 non-payment or late payment of amounts due from the Business to JO;

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

15.1.3 The Business 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 JO receiving allegations or evidence that the Business 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, JO may at any time suspend provision of the services under this Agreement (including by removing the Business's Website Profile from the Website without notice) or any other services that it provides to the Business under a separate agreement without any liability to JO. The suspension of the Service shall continue until the default or relevant issue has been remedied to the satisfaction of JO (acting reasonably).

## 16 TERM, TERMINATION & SURVIVAL OF OBLIGATIONS

**16.1 Term:** This Agreement comes into force when signed by both parties and has initial term of 12 months.

Thereafter, it will automatically renew for successive 12 month periods unless terminated by any party on 1 month's notice prior to the end of the initial term or any subsequent period, or otherwise in accordance with its terms.

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

**16.3 Termination by the Business:** The business may terminate this Agreement by one month's prior written notice JO at any time.

**16.4 Effect of termination:** Upon termination of this Agreement in accordance with its terms, JO will send the Business a notice confirming the termination of the Service and final payment details, and either a payment for [any outstanding monies owing by JO to the Business](#) or a request to pay any outstanding monies owing to JO



## Delivery Service Signup and Partner Help – JUST OFF

(as applicable).

16.5 **Cached websites:** JO will use reasonable endeavours to remove or disable the Business's Website Profile and Business JO Website reasonably promptly following termination of this Agreement. However, the Business acknowledge 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 JO has no control over, and shall not have any liability to the Business (whether based on IPR infringement or otherwise) in Connection with, the foregoing.

16.6 **Survival of certain rights & obligations:** The rights and obligations of the parties under this Agreement which are intended to continue beyond the termination or expiry of this Agreement (including those under this clause 16 and clauses 2.9, 5, 6, 7, 8, 10.7 (insofar as it relates to the Product), 11.3, 11.4, 12, 17, 19, 22, 23, and 24) shall survive the termination or expiry of this Agreement.

### 17 LIMITATION OF LIABILITY & INDEMNITY

17.1 **General:** Nothing in this Agreement shall limit or exclude JO's or the Business'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 Service act 1982 (title and quiet possession); or any other liability that cannot be limited or excluded under applicable law.

17.2 **Exclusion of JO's liability:** Subject always to clause 17.1, JO shall not be liable to the Business, 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 Business 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 JO's liability:** Subject always to clause 17.1 and 17.2, JO's total liability to the Business 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 JO's repudiatory breach or a deliberate breach of the Agreement by JO, its employees, agents or subcontractors) shall never exceed the aggregate amount of Business Charges paid to JO by the Business pursuant to this Agreement in the 12 months prior to the date that the liability arose.

17.4 **Indemnity:** The Business fully indemnifies JO and will keep JO indemnified against any losses, damages or claims (and all related costs) made against JO by a customer or any third party in connection with the Business's failure to deliver or imperfect delivery of an Order or the Business'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 Business shall accept and shall not object to being included by JO in any manner to any third party notice or otherwise in any proceedings instituted against JO, relating to the Business's acts or omissions in connection with this Agreement.

### 18 FORCE MAJEURE

18.1 JO shall not be liable to the Business 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 JO including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of JO 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, JO may amend the terms of this Agreement. The business shall be notified

## Delivery Service Signup and Partner Help – JUST OFF

of such amendments in writing either by fax, email, or post. Unless the Business 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 Business.

### 20 ASSIGNMENT

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

20.2 The Business 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 JO'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 JO is entitled to use the Business'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 or in connection with this Agreement or its subject 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)

This Agreement has been signed on [date] BY:

JUST OFF [insert full legal name] acting by .....  
[insert name of signatory]

[ ] [insert full legal name] (the "Business") acting by .....  
[insert name of signatory]