



# ONLINE ORDERING FOR FASTFOOD TAKEAWAYS

January 2024

## Terms & Conditions

### GENERAL

It is agreed and declared that this Agreement contains all terms and conditions between the parties hereto and Shannon Partnership have made no warranty (oral or otherwise) except as expressly stated herein, and it is further agreed and declared that no monopoly rights shall be enjoyed by The Customer unless endorsed on the Agreement and initialled by Shannon Partnership's agent.

The contract term is for 12 months beginning the 1st day of the calendar month following the Date of Completion of The Customer's website (see Website Construction below) and renewable annually.

The contract is law enforceable and not subject to cancellation. In event of impracticality by Shannon Partnership, then a full refund of any monies paid shall be made to the Customer.

If payment or an instalment hereunder is not made by the due date then Shannon Partnership has the right to disable the Customer's website. The website will remain disabled until The Customer pays in full the outstanding debt. Shannon Partnership will advise The Customer in advance of its intentions to disable a website and give The Customer all reasonable chance to clear the debt. If the debt remains uncleared then Shannon Partnership retains the right to delete the website altogether from its server. The Customer shall nevertheless remain fully liable for the total contractual value outstanding under this agreement.

A deleted website can only be reinstated on payment of the outstanding debt plus an additional fee of £100, both of which must be paid in full by The Customer.

Where the business of the Customer is taken over by a new proprietor (or where his business ceases or the nature of the business changes) the Customer shall nevertheless remain fully liable under this Agreement, unless the new Proprietor notifies Shannon Partnership by recorded delivery of his intention to accept as his responsibility, the terms already agreed with Shannon Partnership by the Customer. Should, however, the new Proprietor default in the performance of this Agreement the Customer will remain liable for any loss sustained by Shannon Partnership.

If due to any circumstances the venue in question ceases to operate, then the Customer shall only be liable for payment in respect of the proportion of the contract which has been honoured by Shannon Partnership.

Prices are based on Shannon Partnership's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Shannon Partnership reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

All work carried out, whether experimentally or otherwise, at the Customer's request shall be charged.

A charge may be made to cover any additional work involved where text or copy supplied is not clear and legible.

If any change is considered as too major after the first proof has been delivered (for example an entire design change), this will incur a £100 fee to be added at our discretion.

Proofs of all work may be submitted for The Customer's approval and Shannon Partnership shall incur no liability for any errors not corrected by The Customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. Style, type and layout is left to Shannon Partnership's judgement and changes there from made by The Customer shall be charged extra.

Unless negotiated and agreed in writing, the copyright of General Artwork, Commissioned Artwork and Illustrations belong to Shannon Partnership. Shannon Partnership may use any artwork or printing produced by itself for the purposes of promoting itself. The Customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs, etc. supplied by The Customer, and The Customer will indemnify Shannon Partnership and his agents from any claim arising thereof.

**Credit terms** – For invoices not settled within the agreed credit terms, Shannon Partnership reserves the right to charge interest on the overdue debt at 2% above the Bank Of England base rate at the time and an administration fee to cover the debt recovery costs.



**Insolvency** – If The Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Shannon Partnership without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and (ii) in respect of all unpaid debts due from The Customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

**Illegal matter** – (a) Shannon Partnership shall not be required to print or publish any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party.(b) Shannon Partnership shall be indemnified by The Customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

**Force majeure** – Shannon Partnership shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, server failure, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Shannon Partnership elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

**Consequential loss** – Shannon Partnership accepts no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.

Shannon Partnership will add the url [www.oofta.co.uk](http://www.oofta.co.uk) to all websites produced by Shannon Partnership. Removal of the url will incur a standard fee of £100.

The Online Ordering Website Application Form shall in all respects be constructed as an English Contract subject to English Law.

## **WEBSITE OWNERSHIP**

The Customer hereby acknowledges and agrees that all right, title and interest in and to the software, the documentation and any other related materials are, and shall remain, vested solely in Shannon Partnership, its affiliates and other software owners, if any, and The Customer shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, The Customer agrees that it shall make no use of the website software, the documentation or any other related materials without Shannon Partnership's prior written consent. Any and all goodwill associated with such rights shall inure directly and exclusively to the benefit of Shannon Partnership.

The Customer may not publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, loan, lease, distribute website software or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software. The Customer may not use the Software, nor allow the Software to be used, to provide data management or processing services for third parties. The Customer may not reproduce all or any portion of the Software (except as expressly permitted herein) or any accompanying documentation, or modify, translate or otherwise create derivative works of the Software. The Customer agrees to notify its employees and agents who may have access to the Software of the restrictions contained herein and to ensure their compliance with these restrictions.

## **FEES**

Shannon Partnership's charge for the design and build of an OOF TA website (hereafter referred to as the Construction Charge) is currently set at £300. This charge is non-negotiable.

Shannon Partnership's annual charge for the hosting and maintenance of an OOF TA website (hereafter referred to as the Support Charge) is currently set at £360 and can be paid either annually in advance or monthly by standing order in 12 equal payments of £30 payable on the 1st day of each month.

## WEBSITE CONSTRUCTION

All websites are developed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. However, Shannon Partnership cannot guarantee complete and/or long term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors.



Shannon Partnership cannot guarantee compatibility in old or redundant browser software.

The Customer agrees, unless herein endorsed by Shannon Partnership's agent, to produce necessary copy at the time of signing the Order Form, otherwise Shannon Partnership reserve the right to delay production until such copy is provided.

Shannon Partnership shall make the website available to The Customer for checking purposes only within 20 working days of Shannon Partnership receiving payment in full of the deposit (being 50% of the total amount of the website construction charge) subject to the point above, or, before such date, inform The Customer when the software will be made available or inform The Customer of the reasonable grounds why the Order cannot be accepted.

Upon acknowledgment from The Customer (verbal or otherwise) that the website is approved, the website will be made available to The Customer for the purpose of taking online orders when it will be opened to the general public for such purpose. This is the Date of Completion.

The Customer shall indemnify Shannon Partnership against all claims in respect of any alleged infringement of copyright, trademark or design or in respect of any passing off or slander or title arising in consequence to the exhibition of the websites in pursuance of this Agreement.

Shannon Partnership reserve the right to change the shape, size, title and location of the website or the media used to display advertising matter.

Shannon Partnership reserve the right to withhold, withdraw or refuse any website before final publication.

## SUPPORT

Shannon Partnership shall supply website support during the hours relating to the level of support chosen and paid for in full by The Customer which will begin on the 1st day of the calendar month following the Date of Completion of the Customer's website under the following conditions:

Emergency support available 7 days a week, includes, and is limited to, troubleshooting and rectifying:

- (i) website hosting malfunction;
- (ii) website email malfunction;
- (iii) website software malfunction.

Non-emergency support available weekdays 9am - 2pm, includes:

- (i) menu updates (Shannon Partnership reserves the right to apply extra charges where menu updates are excessive; for example, where a restaurant's cuisine might change completely, or where updates are deemed unreasonable and/or time consuming);
- (ii) general website updates (e.g. opening hours, delivery charges, etc.);
- (iii) image updates;
- (iv) additions, alterations and deletions of other website functions (e.g. payment gateway, discounts, customer voucher codes, etc.).

Website support DOES NOT INCLUDE:

- (i) internet supply or connection to your premises, or any failure of equipment provided by your internet service provider such as routers, cables, modems, etc.
- (ii) failure of hardware belonging to The Customer (computers, printers or any other device(s) connected to The Customer's network);
- (iii) failure due to infestation of common viruses, spyware, malware, trojan horses and other damaging code and/or negligence on the part of The Customer to maintain accepted levels of virus protection on any computer or device connected to The Customer's network;
- (iv) failure due to installation of any software by The Customer, or by any of his employees or associates, which may cause disturbance to the normal operation of their computer and/or devices connected to it;
- (v) additions or alterations requiring bespoke programming and coding (Shannon Partnership will advise The Customer and supply a cost prior to undertaking any such work).

Where a malfunction cannot be quickly rectified (such as webserver breakdown), Shannon Partnership reserve the right to abandon attempts to correct the fault until such time as the fault can be more easily remedied. In such case, Shannon Partnership will continue to work on the problem until it is corrected but can make no guarantee as to the date and time of resumption of full service.

If a Support Charge payment or instalment has not been made by the due date then Shannon Partnership has the right to refuse website support and may even disable The Customer's website until such time as the debt is cleared.

Shannon Partnership cannot be held liable for any losses sustained by The Customer where disruption to service is caused by means beyond Shannon Partnership's control.

## HOSTING

To ensure superior levels of reliability and performance, all our clients' websites are hosted on high speed, state of the art managed dedicated Linux servers.

Details of the exact specification of our servers are available to all our clients upon request.



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by



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The Shannon Partnership is a trading name of Tylmail.com Limited  
Registered Office: 45/49 Greek Street, Stockport SK3 8AX Registered in England No. 5755105