# Restaurant Partner Agreement

*Effective Date: 01/07/2020*

This contract is made subject to the terms and conditions set out below, between you (the 'Restaurant Partner') and HAULR Delivery (the 'Platform', 'we', 'our', and 'us').

- **HAULR Delivery** means Fynix Pty Ltd legal entity, trading as HAULR (ABN 99 605 550 972).
- **Delivery Platform** means us, our personnel, website/s, and mobile application/s that collectively form our delivery brokerage service.
- **Ordering Partner/s** means the businesses that we work with, who are independently owned and operated, that manage an online ordering platform (website/s or application/s) which you sell your products on.
- **Driver Partner/s** means the independent contractors that we work with, who use our service to connect them with businesses that need a delivery brokerage service.
- **Restaurant Partner/s** means you, a business who is using our delivery brokerage service to connect them with independent delivery drivers to deliver on their behalf.
- **Parties** means the Restaurant Partner, the Driver Partner, Ordering Partner, and the Delivery Platform.
- **Order/s** means the products supplied by you, which have been pre-paid by your Customer/s online via our Ordering Partner/s.
- **Customer/s** refers to the people who purchase your products online via our Ordering Partner/s.
- **Driver SMS** means the notification sent to you once a Driver Partner is on their way to pick up the Order.
- **Delivery Fulfillment System** means each step that pertains to our service workflow that qualifies an Order for delivery and the process cycle of it being delivered.
- **Delivery Failure** means any situation in which an Order has resulted in the inability to be delivered in an effective manner.
- **Services** refers to the services provided by us, the Delivery Platform, to you, the Restaurant Partner, as described in this agreement.

**General**

- You will train your staff in selecting the 45 minutes option on all delivery Orders that you receive via the Ordering Partner's printer or mobile device.

- You will begin preparing the Order as soon as you receive the Driver SMS and will ensure to prioritise and complete the Order within a timely manner.

- You agree that no orders will be prepared prior to receiving the Driver SMS and any issues relating to the timely preparation of an Order should be liaised directly with the Driver Partner assigned.

- You will take full responsibility in liaising with the Customer regarding missing or out of stock items.

- You will take care in securely packaging the Order and providing all ordered items to the Driver Partner upon their arrival.

- You understand that our relationship with our Restaurant Partners is the same as our relationship with our Driver Partners. Each are both independently run businesses who are utilising our delivery brokerage service to either find delivery drivers to deliver on their behalf or to find businesses to deliver on behalf of. Neither party is employed by us, nor can it be expected that we govern their workload, their performance or take responsibility for any misconduct that either parties carry out.

- You permit us to obtain missing or updated information about your business from our Ordering Partner's to assist us with our records.

**Terms of Services**

- Our delivery brokerage service will source delivery drivers on your behalf.

- Based on your subscription level, we may become responsible for facilitating and managing the coordination of the Order's delivery from start to finish.

  This includes:

  - automatically receiving accurate information pertaining to the Order via our Ordering Partner's website/s or application/s,

  - sourcing and assigning an available Driver Partner to take ownership of the Order within the Delivery Fulfillment System,

  - delivering your permitted, or automatically, adjusted allowance each month, including reattendances for missing products or items, less the Driver Partner's delivery fee,

  - observing Order pickup and delivery performance across all Restaurant Partner/s and Delivery Partner/s and providing feedback,

  - liaising between Restaurant Partners and Delivery Partners to resolve any disputes pertaining to a Delivery Failure.

  This does not include:

  - refunds or concessions that you have chosen to refund your Customer/s to problems relating to the delivery of the Order. All disputes and refunds will be investigated on a case-by-case basis and then liaised between the Restaurant Partner and Delivery Partner for a suitable resolution.

- Our Delivery Fulfillment System will prequalify each Order to ensure that it meets our criteria prior to becoming driver ready. This system is designed to ensure that all Orders are optimal for delivery efficiency. These checks may include, but are not limited to the below:

  - the Order contains all relevant Customer details, such as their full name, contact number and delivery address,

  - the Order has been scheduled for delivery by the Restaurant Partner for a minimum of 45 minutes,

  - the Order has been prepaid for by the Customer online or over the phone,

  - the Customer's delivery address is within our approved delivery zones,

  - the route between the Driver Partner's current location, the Restaurant Partner's premise and the Customer's delivery address is optimised.

- We will ensure that all Driver Partners are vetted, trained, and equipped with the necessary skills and equipment prior to being permitted to accept work from you from within our Delivery Fulfillment System.

- We will ensure that all Driver Partners remain compliant to accept work within our Delivery Fulfillment System and we will take reasonable action against any misconduct that they may be in breach of our Driver Partner Terms and Conditions.

- We will assume full control over the delivery suburbs and delivery fee that is set out on our Ordering Partner's platform to ensure that it meets our standardised Driver Partner payment schedule.

- We will pay all Driver Partner's on your behalf each fortnight with an accompanying invoice to them based on our Driver Partner payment schedule.

- Unless otherwise notified by the Ordering Partner, it is deemed the responsibility of the Restaurant Partner to inform us of any Order cancelation/s, so we can abandon the Order from our system and cancel the Driver Partner from delivery. If you do not inform us of the cancellation prior to a Driver Partner arriving to your premises, then a fee of $4.95 may be applied to cover the Driver Partner's costs.

- There may be times when we receive an influx of Order's within a short period of time, such as dinner service peak times (7pm-8pm) which then result in a backlog and delay in Order fulfillment. On such occasions we will:

    - inform you of the delay,

    - temporarily suspend deliveries from all Restaurant Partner's until performance has improved and immediately resume once manageable,

    - notify your Customer of the delay, giving them the opportunity to cancel the order or wait for the delayed delivery.

- There may be times when a Driver Partner accidentally damages an Order that you have prepared, resulting in the remaking of the Order. Such circumstances may have included the mishandling of goods or having the Order delivered to the wrong delivery address. At these times we will endeavour to liaise with you and the Driver Partner in finding a suitable resolution between both parties.

- There may be times when your restaurant is understaffed or extremely busy. On such occasions, you are responsible for either temporarily pausing your delivery service or nominating a longer delivery time on the Ordering Partner's printer or mobile application/s. If this results in you delaying the Driver Partner at your premise for longer than 10 minutes, then a fee of $4.95 may be applied for every 10 minutes that the Driver Partner is waiting for the Order to cover their costs.

**Payment**

- Our brokerage subscription fee will be direct debited on 1st day of each month. If you subscribe before or after this date, the amounts will be calculated and charged pro rata.

**Termination**

- All Parties may terminate this Agreement at any given time, with fourteen (14) days' notice, by notifying all relevant members via email, phone or in person. If cancellation occurs within this time, a cancellation fee may be applied.

**Confidentiality**

- Unless the party otherwise agrees, all information about, or in any way relating to, that party, its business, transactions, affairs, techniques or processes, or its clients, which the other party obtains or learns during the currency of the Agreement is confidential.

- All property will be kept confidential by the Parties from disclosure to any other person or corporation, in any form whatsoever during the currency of the Agreement, and twelve (12) months after the expiration or termination of the Agreement, unless otherwise obtained by written consent prior, by the necessary party.

**Variation of Terms**

- The terms and conditions of this Agreement may be subject to change at any given time and on such occasions, we will notify you via email or mail.

**Governing Law**

- This Agreement is governed and construed by the laws of Victoria. The parties submit to the jurisdiction of the courts of Victoria, and courts of appeal from them.