

MAKEADISH HOST DECLARATION

Version: 1.0

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This Host Declaration is given by the person or business applying to list, prepare, sell, deliver or arrange collection of food through the MakeADish platform.

By submitting this declaration, creating a host account, creating a listing, accepting an order, receiving a payout or otherwise acting as a host on the MakeADish platform, I confirm and agree as follows.

1. Host identity and authority

1.1 I am at least 18 years old and legally able to enter into binding agreements.

1.2 I am applying to use the MakeADish platform as an independent host and not as an employee, worker, agent, partner or representative of MakeADish.

1.3 I confirm that all information I provide to MakeADish, Stripe, customers or any regulator is true, complete, accurate and not misleading.

1.4 If I act on behalf of a business, I confirm that I have authority to bind that business and that the business will comply with this declaration and the MakeADish Marketplace Terms of Use.

2. Acceptance of MakeADish terms and policies

2.1 I have read and agree to comply with the MakeADish Marketplace Terms of Use and all MakeADish policies that apply to hosts, including any food safety, allergen, refund, cancellation, privacy, payout, listing and platform conduct policies notified to me from time to time.

2.2 I understand that the contract for the preparation and supply of food is between me, as host, and the relevant customer, and that MakeADish provides marketplace technology, payment facilitation, communication tools and order management services.

2.3 I understand that MakeADish may suspend or terminate my host account, remove listings, cancel orders, withhold or adjust payouts, report matters to authorities or take other action where MakeADish reasonably considers this necessary to protect customers, other users, food safety, payment security, legal compliance or MakeADish's legitimate interests.

3. Food business registration and legal compliance

3.1 I confirm that, before offering food through the MakeADish platform, I have registered my food business with the relevant local authority, where required by law.

3.2 I confirm that I hold and will maintain all registrations, licences, permissions, approvals, inspections, insurance, certificates and records required for preparing, handling, storing, packaging, selling, delivering or arranging collection of food.

3.3 I will comply with all applicable laws, regulations, guidance and standards relating to food safety, food hygiene, food information, allergens, labelling, consumer protection, trading standards, advertising, tax, data protection and use of the premises from which I operate.

3.4 I will notify MakeADish promptly if any registration, licence, approval, permission, insurance or other requirement relevant to my host activities expires, is withdrawn, is suspended, is refused, becomes inaccurate or is otherwise affected.

4. Food safety, hygiene and preparation standards

4.1 I am solely responsible for the safety, hygiene, legality, quality, preparation, storage, packaging, labelling, transport, delivery and fulfilment of all food I offer through the MakeADish platform.

4.2 I will follow safe food handling practices, including appropriate sourcing, cleaning, separation, cooking, cooling, reheating, storage, temperature control, packaging, transport and contamination prevention procedures.

4.3 I will only accept orders that I can safely, lawfully and properly fulfil.

4.4 I will not list, prepare, sell or supply any food that is unsafe, illegal, misdescribed, contaminated, expired, recalled, improperly stored, improperly handled, counterfeit, unsuitable for consumption or otherwise non-compliant.

4.5 I will maintain appropriate food safety records where required or reasonably appropriate, including supplier information, ingredients, allergen information, preparation records, temperature records, cleaning records and customer complaint records.

5. Allergens, ingredients and food information

5.1 I am solely responsible for ensuring that all dish descriptions, ingredient information, allergen information, dietary claims, photographs, portion information, pricing, availability and fulfilment details that I provide are accurate, complete, up to date and not misleading.

5.2 I will identify and disclose all legally required allergen information for each dish I list on the MakeADish platform.

5.3 I will not describe food as “allergen-free”, “gluten-free”, “nut-free”, “vegan”, “vegetarian”, “halal”, “kosher”, “organic”, “healthy”, “low calorie” or by using any similar dietary, religious, nutritional, quality or safety claim unless the claim is true, verifiable and compliant with applicable law.

5.4 I will take reasonable steps to avoid cross-contamination and will make clear where a risk of cross-contamination may exist.

5.5 If I become aware that any listing, ingredient, allergen statement or dietary claim is inaccurate, incomplete or misleading, I will immediately update the listing and notify MakeADish and any affected customers where relevant.

6. Listings, photographs and customer information

6.1 I will ensure that my host profile and listings accurately describe the food offered, the price, quantity, portion size, ingredients, allergens, preparation requirements, collection or delivery arrangements, timing and any other material information a customer would need before ordering.

6.2 I will not upload or submit any content that is false, misleading, unlawful, unsafe, offensive, discriminatory, defamatory, infringing, copied without permission or otherwise inappropriate.

6.3 I confirm that any photographs or other content I upload are either created by me, owned by me, licensed to me or otherwise lawfully available for me to use on the MakeADish platform.

6.4 I grant MakeADish permission to use my host profile, listings, photographs and related content for the purposes of operating, promoting, improving and protecting the platform and facilitating orders.

7. Orders, cancellations, refunds and complaints

7.1 I will promptly manage orders, communicate relevant order updates and notify MakeADish and the affected customer of any issue affecting an order, including unavailability, delay, safety concern, suspected contamination, allergen issue, incorrect listing, delivery or collection problem, or fulfilment failure.

7.2 I will cooperate with MakeADish in relation to complaints, refund requests, cancellation requests, chargebacks, disputes, food safety incidents, suspected fraud, investigations and enforcement actions.

7.3 I understand that MakeADish may process refunds, cancellations, payout deductions, chargeback adjustments or other account adjustments in accordance with the MakeADish Marketplace Terms of Use, the applicable refund and cancellation policy, Stripe requirements and applicable law.

7.4 I understand that I may be responsible for refunds, chargebacks, payment reversals, dispute fees, customer compensation or related costs where the issue arises from my conduct, listing, food, fulfilment failure, non-compliance, inaccurate information, safety issue or breach of MakeADish terms or policies.

8. Payments, Stripe and tax

8.1 I will complete Stripe onboarding and provide all information required for identity verification, payout administration, tax reporting, fraud prevention and payment compliance.

8.2 I authorise MakeADish and Stripe to collect customer payments, deduct applicable platform fees, payment processing fees, refunds, chargebacks, adjustments and other permitted amounts, and pay remaining host earnings to my Stripe payout account.

8.3 I am solely responsible for my own taxes, duties, charges, accounting records, filings and reporting obligations arising from my listings, sales, earnings and business activities.

8.4 I understand that MakeADish does not provide tax, accounting, food safety or regulatory advice.

9. Customer personal data and confidentiality

9.1 I will use customer personal information only where necessary to fulfil the relevant order, arrange collection or delivery, respond to a permitted order-related query or comply with applicable law.

9.2 I will not use customer personal information for my own marketing, off-platform sales, unrelated communications, profiling, resale, disclosure to third parties or any other unauthorised purpose.

9.3 I will keep customer information secure and will notify MakeADish promptly if I become aware of any unauthorised access, loss, misuse, disclosure or suspected data breach affecting customer information.

9.4 I will not attempt to circumvent the MakeADish platform or encourage customers to place orders, make payments or communicate outside the platform in order to avoid fees, platform rules or MakeADish processes.

10. Insurance and premises

10.1 I confirm that I am responsible for ensuring that I have appropriate insurance for my food preparation, sale, delivery, collection and related activities, including public liability and product liability insurance where appropriate.

10.2 I confirm that I am responsible for ensuring that my use of any home, kitchen, vehicle, premises, equipment or other facility for food-related activities is lawful and

permitted by any applicable landlord, mortgage provider, insurer, local authority, planning requirement, lease, tenancy, licence or other restriction.

10.3 I will notify MakeADish promptly if any insurance, premises permission or other operational requirement relevant to my host activities changes, expires, is refused, is withdrawn or becomes invalid.

11. Incident reporting and cooperation

11.1 I will notify MakeADish immediately if I become aware of any actual or suspected food safety issue, allergen incident, contamination, customer illness, injury, serious complaint, regulatory contact, inspection concern, recall, enforcement action or other issue that may affect customer safety or MakeADish's legal or reputational position.

11.2 I will cooperate fully and promptly with MakeADish, customers, Stripe, insurers, regulators, local authorities and other relevant parties in relation to any complaint, investigation, safety issue, recall, refund, chargeback or legal matter connected with my host activities.

11.3 I will preserve and provide relevant records, communications, photographs, receipts, ingredient information, allergen information, temperature records, cleaning records, order details and other evidence reasonably requested by MakeADish.

12. Ongoing obligations and changes

12.1 I will keep my account information, host profile, listings, availability, allergen information, contact information, payout information and compliance information accurate and up to date.

12.2 I will immediately stop accepting orders and notify MakeADish if I am no longer able to comply with this declaration, the MakeADish Marketplace Terms of Use or applicable law.

12.3 I understand that MakeADish may require me to renew this declaration, provide updated documents or complete additional compliance checks from time to time.

13. Indemnity and responsibility

13.1 I agree that I am responsible for my food, listings, fulfilment, allergen information, food safety compliance, legal compliance, tax obligations, use of customer data, content and conduct on the MakeADish platform.

13.2 To the extent permitted by law, I agree to indemnify MakeADish against losses, liabilities, claims, damages, costs and expenses arising from or relating to my food, listings, fulfilment, allergen information, food safety compliance, legal compliance, tax obligations, misuse of personal data, breach of this declaration, breach of the MakeADish Marketplace Terms of Use or infringement of third-party rights.

14. Declaration

By ticking the relevant box, signing electronically, submitting this form, creating a host listing, accepting an order or continuing to act as a host on the MakeADish platform, I confirm that I have read, understood and agree to this Host Declaration.

I confirm that the statements I have made in this Host Declaration are true, accurate and complete.