

MAKEADISH MARKETPLACE TERMS OF USE

Version: 1.0

Effective Date: 17 June 2026

Last Updated: 17 June 2026

1. About these Terms

1.1 These Terms of Use, together with any policies referred to in them, apply to your access to and use of the MakeADish website, application, marketplace, ordering tools, communications and related services available at <https://makeadish.co.uk> and any associated MakeADish platform channels, together the "Platform".

1.2 The Platform is operated by MakeADish Ltd, a private limited company registered in England and Wales with company number 17104447 and registered office at 15, Lockheed Street, Weston Turville, Aylesbury, HP22 3BA, United Kingdom, referred to in these Terms as "MakeADish", "we", "us" or "our".

1.3 These Terms apply to each person who accesses or uses the Platform, including customers who browse or order food, referred to as "Customers", and independent food creators who list, prepare and offer food through the Platform, referred to as "Hosts". Customers and Hosts are together referred to as "Users", "you" or "your".

1.4 By creating an account, browsing listings, placing an order, creating a listing, accepting an order, receiving payouts or otherwise using the Platform, you agree to these Terms. If you do not agree to these Terms, you must not use the Platform.

1.5 These Terms govern use of the Platform. The contract for the preparation and supply of food is formed directly between the Customer and the relevant Host. MakeADish provides marketplace technology, payment facilitation, communication tools and order

management services. MakeADish does not prepare, manufacture, store or supply the food offered by Hosts.

2. Definitions

2.1 In these Terms:

(a) "Content" means text, photographs, images, profile information, dish descriptions, prices, availability, messages, reviews, ratings and other material uploaded, submitted, transmitted or displayed by a User through the Platform.

(b) "Host Listing" means a listing created by a Host for food, dishes, collection slots, delivery options, pricing, availability, allergen information and related details.

(c) "Order" means an order placed by a Customer through the Platform for food offered by a Host.

(d) "Platform Fees" means any commission, service fee, host fee, customer fee, payment processing fee, administrative fee or other charge notified through the Platform or applicable policies.

(e) "Stripe" means Stripe Payments UK Ltd or another Stripe group company or service provider used to process payments, facilitate payouts and support payment compliance.

3. Platform role and food supply relationship

3.1 MakeADish operates an online marketplace that connects Customers seeking freshly prepared meals with independent Hosts who create, prepare and offer food through the Platform.

3.2 MakeADish provides technology, payment facilitation, communication tools, order management features, notification tools and customer support processes to help Customers and Hosts connect and transact.

3.3 Unless we expressly state otherwise in writing, MakeADish is not the seller, supplier, manufacturer, preparer, packer, handler or deliverer of food listed by Hosts. Hosts are independent third parties and are not employees, workers, agents, partners or representatives of MakeADish.

3.4 The Host, not MakeADish, is responsible for the preparation, description, ingredients, allergen information, quality, safety, legality, suitability, pricing, availability and fulfilment of food offered through the Platform.

3.5 MakeADish may provide administrative support, take steps to facilitate refunds or cancellations, remove content, suspend users, or intervene in disputes. Doing so does not make MakeADish a party to the food supply contract between the Customer and Host.

4. Eligibility and accounts

4.1 You must be at least 18 years old and legally capable of entering into a binding contract to create an account, place an Order or act as a Host.

4.2 You must provide accurate, complete and up-to-date information when registering and using the Platform, including your name, email address, telephone number, collection or delivery address and any other information reasonably required for account management, order processing, communications, customer support, payment administration and fulfilment.

4.3 You are responsible for maintaining the confidentiality and security of your account credentials and for all activity under your account. You must notify MakeADish promptly if you suspect unauthorised access to your account.

4.4 You must not create multiple accounts to evade restrictions, suspensions, fees, policies or enforcement action.

5. Customer responsibilities

5.1 Customers may use the Platform to browse dishes, view Host profiles, place Orders, make payments, select available collection or delivery options, receive updates and communicate with MakeADish support.

5.2 Customers are responsible for checking all relevant listing information before placing an Order, including dish descriptions, prices, quantities, collection or delivery options, available times, allergen information and any Host instructions.

5.3 Customers must provide accurate contact, delivery and collection information. If a Customer provides incorrect information, fails to attend collection, is unavailable for delivery or otherwise prevents fulfilment, the Customer may not be entitled to a refund except as required by law or under the applicable Refund and Cancellation Policy.

5.4 Customers must not misuse Host personal information received through the Platform and must use it only where necessary for the relevant Order.

6. Host responsibilities

6.1 Hosts may use the Platform to create and manage Host Listings, set prices and availability, receive and manage Orders, communicate order status updates, fulfil Orders and receive payouts through Stripe.

6.2 Each Host is solely responsible for ensuring that all food and related services offered through the Platform comply with applicable laws, regulations, guidance and standards, including food safety, hygiene, food information, allergen, consumer protection, trading standards, advertising, tax, data protection and local authority requirements.

6.3 Without limiting clause 6.2, each Host must:

(a) hold and maintain any registrations, licences, permissions, approvals, inspections, insurance and records required for preparing, handling, storing, packaging, selling, delivering or arranging collection of food;

(b) comply with applicable food hygiene and safety requirements, including safe sourcing, preparation, storage, packaging, labelling, allergen management, temperature control and transport practices;

(c) provide accurate and non-misleading dish descriptions, prices, availability, portion information, ingredients, allergen information, photographs and fulfilment details;

(d) promptly update Host Listings where any information changes;

(e) only accept Orders that the Host can safely and lawfully fulfil;

(f) notify MakeADish and affected Customers promptly of any issue affecting an Order, including unavailability, delay, safety concern, suspected contamination, allergen issue or fulfilment failure;

(g) handle Customer information only for the purpose of fulfilling the relevant Order and in accordance with applicable data protection laws; and

(h) complete Stripe onboarding and maintain a valid payout account in order to receive payouts.

6.4 Hosts must not list or supply any illegal, unsafe, prohibited, misrepresented, counterfeit, contaminated, expired, recalled or otherwise unsuitable food product.

7. Orders, collection and delivery

7.1 An Order is placed when the Customer completes the checkout process through the Platform and payment is authorised or captured through Stripe, subject to any Platform confirmation process.

7.2 The Host is responsible for accepting, preparing and fulfilling the Order in accordance with the Host Listing and any agreed collection or delivery arrangements.

7.3 Collection and delivery options are determined by the relevant Host and displayed on the Platform where available. MakeADish may provide order management and notification tools but does not guarantee that a Host will offer delivery or collection at any particular time.

7.4 MakeADish may send operational communications by email, WhatsApp Business account, in-platform notification or other reasonable means about account activity, order confirmations, order status, collection or delivery information, payment-related notifications, customer support enquiries and policy matters.

8. Payments, fees and payouts

8.1 Customers must pay for Orders through the Platform using payment methods supported by Stripe. MakeADish does not store or process Customers' payment card details.

8.2 Payment processing, card security and payment compliance relating to card transactions are handled by Stripe in accordance with Stripe's terms and applicable payment industry standards.

8.3 MakeADish may charge Platform Fees. Fees may be deducted from amounts payable to Hosts, added to Customer charges, or otherwise applied as described on the Platform or in applicable policies.

8.4 Hosts authorise MakeADish and Stripe to collect Customer payments, deduct applicable Platform Fees, payment processing fees, refunds, chargebacks, adjustments and other permitted amounts, and pay the remaining Host earnings to the Host's Stripe payout account.

8.5 Hosts are responsible for any taxes, duties, charges, reporting obligations and accounting records arising from their listings, sales, earnings and business activities. MakeADish does not provide tax advice.

8.6 Payout timing depends on Stripe, the Host's onboarding status, risk checks, chargeback activity, account restrictions and applicable payout schedule. MakeADish is not responsible for payout delays caused by Stripe, banks, card networks, incomplete Host information, compliance reviews or suspected fraud.

9. Refunds, cancellations and chargebacks

9.1 Refunds and cancellations are managed through the Platform in accordance with the MakeADish Refund and Cancellation Policy, as updated from time to time.

9.2 Hosts are responsible for fulfilling Orders and notifying MakeADish of any issue affecting an Order. Where a refund or cancellation is requested, MakeADish may review the circumstances, request information from the Customer and Host, and process a refund through Stripe where appropriate.

9.3 MakeADish acts as platform administrator for refund and cancellation requests. The Host remains responsible for fulfilment failures, inaccurate listings, safety issues, unavailable items, cancelled Orders and other matters within the Host's control.

9.4 Customer refund rights may depend on the nature of the food, timing of cancellation, whether preparation has started, whether the Order is perishable or made to the Customer's specification, and applicable consumer protection law.

9.5 If a chargeback, payment reversal, dispute fee or payment adjustment arises from an Order, MakeADish may recover the relevant amount from the Host where the issue relates to the Host's conduct, listing, fulfilment failure, non-compliance or dispute responsibility, to the extent permitted by law and payment provider rules.

10. User Content, listings, reviews and messages

10.1 Users may be able to upload or submit Content, including Host Listings, profile information, photographs, messages, reviews and ratings.

10.2 You are responsible for your Content. You must ensure that your Content is accurate, lawful, non-misleading, appropriate, and does not infringe any intellectual property, privacy, confidentiality, consumer protection, advertising or other rights.

10.3 You grant MakeADish a worldwide, non-exclusive, royalty-free, transferable and sublicensable licence to host, use, copy, reproduce, display, publish, modify, adapt, distribute and otherwise use your Content for the purposes of operating, promoting, improving and protecting the Platform and facilitating Orders.

10.4 MakeADish may, but is not required to, monitor, review, moderate, remove, restrict, disable or refuse Content where we reasonably consider that it may breach these Terms, applicable law, platform policies, food safety requirements, user safety standards or the rights of any person.

10.5 Reviews and ratings must reflect genuine experiences and must not be fake, misleading, paid for, manipulated, abusive, discriminatory, defamatory or intended to unfairly harm another User.

11. Prohibited conduct

11.1 You must not:

(a) provide false, misleading or inaccurate information;

(b) offer, sell, purchase or request prohibited, illegal, unsafe or misrepresented food products;

(c) breach food safety, hygiene, consumer protection, trading standards, data protection or other applicable legal requirements;

(d) circumvent the Platform's payment systems or attempt to conduct transactions outside the Platform to avoid fees;

(e) use the Platform for fraudulent, deceptive, harmful or unauthorised purposes;

(f) infringe any intellectual property, privacy, confidentiality or other rights;

(g) harass, threaten, abuse, discriminate against or mistreat Customers, Hosts, MakeADish personnel or other users;

(h) upload malware, scrape the Platform, attempt unauthorised access, interfere with security, or disrupt the Platform's operation;

(i) misuse personal information obtained through the Platform;

(j) create multiple accounts to evade restrictions or enforcement action; or

(k) post unlawful, offensive, defamatory, misleading, unsafe or inappropriate Content.

12. Moderation, reporting and enforcement

12.1 Users may report complaints, disputes, policy violations, order issues, refund requests, user conduct concerns, technical issues or suspected breaches by contacting MakeADish at enquiries@makeadish.co.uk or any support channel notified on the Platform.

12.2 MakeADish aims to acknowledge and respond to support enquiries within 24 hours, but response times are not guaranteed and may depend on the nature, urgency and complexity of the issue.

12.3 MakeADish may investigate reports and may request evidence or information from Customers and Hosts.

12.4 MakeADish may remove listings, hide Content, cancel Orders, withhold or adjust payouts, issue warnings, restrict functionality, suspend or terminate accounts, report

matters to authorities, or take other action where we reasonably consider it appropriate to protect Users, the Platform, legal compliance, payment security, food safety or MakeADish's legitimate interests.

13. Privacy, cookies and communications

13.1 MakeADish processes personal data in order to operate the Platform, manage accounts, process Orders, facilitate communications, administer payments, provide customer support, prevent fraud, comply with legal obligations and improve the Platform.

13.2 Customer information may include first name, last name, email address, telephone number and delivery or collection address. Host information may include first name, last name, email address, telephone number, address and optional profile photograph.

13.3 Relevant Customer information may be shared with the Host solely where necessary to prepare, deliver or arrange collection of an Order. Relevant Host information may be displayed or shared with Customers where necessary to identify the Host, assess listings, communicate about Orders, and enable collection or delivery.

13.4 MakeADish does not sell or rent Customer or Host personal information to third parties for marketing purposes.

13.5 Use of the Platform is also subject to MakeADish's Privacy Policy and Cookie Policy, which are accessible on the Platform. Marketing communications may be sent where permitted by applicable law and in accordance with user preferences.

14. Intellectual property

14.1 MakeADish owns or is licensed to use all intellectual property rights in the Platform, including software, databases, design, layout, functionality, trade marks, branding, logos, business names and platform content, except for User Content.

14.2 You may use the Platform only for its intended marketplace purposes and in accordance with these Terms. You must not copy, reproduce, modify, distribute, reverse engineer, scrape, sell, lease or exploit any part of the Platform without MakeADish's prior written consent, except as permitted by law.

14.3 You must not use the MakeADish name, trade marks, logos or branding in a way that suggests endorsement, partnership or agency without written permission.

15. Service availability and changes

15.1 MakeADish aims to make the Platform available, but does not guarantee uninterrupted, error-free, secure or continuous availability.

15.2 We may update, maintain, suspend, withdraw, restrict or change the Platform, features, fees, policies, listing rules, payment processes or communications channels from time to time.

15.3 We are not responsible for delays, interruptions or failures caused by third-party providers, payment networks, hosting providers, communications providers, WhatsApp, email systems, Stripe, banks, user devices, internet connectivity or events outside our reasonable control.

16. Disputes between Customers and Hosts

16.1 Customers and Hosts should try to resolve order-related issues promptly and fairly through the Platform support process.

16.2 MakeADish may assist by reviewing available information, facilitating communications, applying platform policies and administering refunds or account action where appropriate.

16.3 MakeADish is not required to adjudicate disputes between Customers and Hosts and is not responsible for a Host's acts or omissions except to the extent liability cannot be excluded or limited by law.

17. Indemnity

17.1 To the extent permitted by law, each Host agrees to indemnify MakeADish against losses, liabilities, claims, damages, costs and expenses arising from or relating to the Host's food, listings, fulfilment, allergen information, food safety compliance, legal compliance, tax obligations, misuse of personal data, breach of these Terms, or infringement of third-party rights.

17.2 To the extent permitted by law, each User agrees to indemnify MakeADish against losses, liabilities, claims, damages, costs and expenses arising from that User's fraud, deliberate wrongdoing, unlawful conduct, misuse of the Platform, breach of these Terms, misuse of another User's personal information, or infringement of third-party rights.

18. Liability

18.1 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

18.2 Nothing in these Terms affects any statutory rights that cannot lawfully be excluded or limited, including non-excludable consumer rights.

18.3 Subject to clauses 18.1 and 18.2, MakeADish is not responsible for the acts, omissions, representations, listings, food quality, food safety, allergen information, availability, delivery, collection, fulfilment, tax compliance or legal compliance of Hosts.

18.4 Subject to clauses 18.1 and 18.2, MakeADish is not liable for indirect, consequential or special loss, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of data, loss of opportunity, or loss arising from third-party services, payment providers, communications providers or user conduct.

18.5 Subject to clauses 18.1 and 18.2, MakeADish's total liability arising out of or relating to the Platform, an Order or these Terms shall be limited to the greater of: (a) the Platform Fees actually received by MakeADish in relation to the relevant Order giving rise to the claim; and (b) £100.

18.6 The exclusions and limitations in this clause apply to the fullest extent permitted by law and whether the claim arises in contract, tort, negligence, breach of statutory duty, misrepresentation, restitution or otherwise.

19. Suspension and termination

19.1 You may stop using the Platform at any time. You may request account closure by contacting MakeADish, subject to completion of outstanding Orders, payment matters, legal obligations and record retention requirements.

19.2 MakeADish may suspend, restrict or terminate your account or access to the Platform if we reasonably believe that you have breached these Terms, created risk for Users, breached food safety or legal requirements, misused personal data, engaged in fraud, created payment risk, harmed MakeADish's reputation, or used the Platform in a way that is unsafe or inappropriate.

19.3 Termination or suspension does not affect accrued rights, payment obligations, refund obligations, dispute handling, legal obligations, clauses intended to survive termination, or MakeADish's right to retain records where permitted or required by law.

20. Changes to these Terms

20.1 MakeADish may update these Terms from time to time. Material changes may be communicated by email, the MakeADish Business WhatsApp account, in-platform notice, website notice or another reasonable method.

20.2 Continued use of the Platform after notification or publication of updated Terms constitutes acceptance of the updated Terms, unless a different effective date is stated or applicable law requires a different process.

21. Governing law and jurisdiction

21.1 These Terms and any dispute or claim arising out of or in connection with them, their subject matter or formation are governed by the laws of England and Wales.

21.2 Subject to any mandatory consumer rights that apply, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Terms, their subject matter or formation.

22. Contact

22.1 Questions, complaints, reports and support requests may be sent to MakeADish at enquiries@makeadish.co.uk or through any contact method made available on the Platform.

