



Ecospace Business Park Premises, Rajarhat 2A,
6TH Floor, AA II, Kolkata,- 700156

Mobile : +91 76030 09467

Email-id - info@ateall.in

RESTAURANT PARTNER AGREEMENT/ RESTAURANT ONBOARDING
AND SERVICES AGREEMENT

This Restaurant Partner Agreement (the “Agreement”) is entered into on this [Date], by and between:

ATE ALL

A company incorporated under the **provisions of Companies Act**, having its registered office at [Rajarhat, 2A, 6TH Floor, Ecospace Business Park Premises, AA II, Kolkata, West Bengal 700156 Rajarhat Kolkata

], (Hereinafter referred to as "**ATE ALL** ")

A N D

[Restaurant Name]

A restaurant business registered under (will vary from restaurant to restaurant / can erase as per need) , having its principal place of business at [Restaurant Address], (Hereinafter referred to as the "Restaurant")

WHEREAS, **ATE ALL** operates an online food delivery platform and listing service for restaurants, and the Restaurant wishes to be listed and offer its products and services on **ATE ALL**'s platform.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Services Provided by ATE ALL

1.1. **ATE ALL** shall list the Restaurant on its platform and make available the Restaurant's menu and details for customers to view and order.

1.2. **ATE ALL** will provide the Restaurant with access to its platform for accepting orders and managing listings.

1.3. **ATE ALL** may provide additional promotional services such as advertisements, discount campaigns, or special offers, subject to separate terms and conditions.

2. Restaurant's Obligations

2.1. The Restaurant shall ensure the food quality, quantity, and taste as displayed on **ATE ALL's** platform, including proper packaging and sealing to prevent spillage and contamination during delivery.

2.2. All food containers shall be provided by the Restaurant. **ATE ALL** will supply branded wrapping tape to ensure secure packaging.

2.3. The Restaurant must respond to orders promptly to facilitate timely delivery. Delays may result in a penalty as specified in Section 8.

2.4. The Restaurant shall immediately inform **ATE ALL** of any changes to menu items, operating hours, or any issues that may impact service.

2.5. If the Restaurant intends to temporarily or permanently stop operations in a specific location, advance notice must be given to **ATE ALL** to complete the deboarding process.

3. Fees and Payment Terms

3.1. **ATE ALL** shall charge the Restaurant a one-time, non-refundable on boarding fee of INR 1,000. On boarding will require 24-48 hours to complete.

3.2. A commission will be deducted from each order's payment, subject to annual revision based on market conditions and **ATE ALL's** audit policy.

3.3. Payments to the Restaurant will be processed within 48 hours of order completion. If the second day falls on a public holiday or Sunday, payment will be processed on the next business day.

3.4. In case of a customer cancellation, **ATE ALL** will bear the responsibility for refunds. **ATE ALL** will still process the full amount due to the Restaurant for such orders.

4. Order Fulfilment and Penalties

4.1. The Restaurant shall give an estimated preparation time for each order, which will be used to calculate any delay penalty.

4.2. If an order is **delayed** beyond the specified time threshold, **ATE ALL** may charge a penalty, calculated based on the order value and delay duration.

5. Term and Termination

5.1. This Agreement shall remain in effect for five years from the date of execution.

5.2. If the Restaurant wishes to terminate this Agreement before the five-year term, a separation fee of INR 50,000 will be charged, and **ATE ALL**

will not consider any future association with the Restaurant.

5.3. Either party may terminate this Agreement in writing if any party fails to meet its obligations or if **ATE ALL**'s quality standards are not upheld.

6. Intellectual Property

6.1. ATE ALL retains all intellectual property rights associated with its platform and technology.

6.2. The Restaurant grants ATE ALL a limited, non-exclusive license to use the Restaurant's trademarks and branding for listing and promotional purposes.

7. Liabilities and Indemnity

7.1. ATE ALL will not be liable for the quality, quantity, or taste of food prepared and served by the Restaurant.

7.2. The Restaurant shall indemnify ATE ALL against any claims or losses resulting from quality or food safety issues, or from violations of applicable laws and regulations.

8. Confidentiality

8.1. Both parties agree to maintain confidentiality regarding any proprietary information shared during the course of this Agreement.

8.2. Confidentiality obligations shall survive the termination of this Agreement.

9. Dispute Resolution

9.1. Any disputes arising under or in connection with this Agreement shall be resolved through mediation or arbitration.

9.2. The arbitration shall take place in Kolkata, under the provision of **Arbitration & Conciliation Act, 1996.**

10. Miscellaneous

10.1. This Agreement constitutes the entire understanding between the parties, superseding all prior agreements.

10.2. Any amendments to this Agreement must be in writing and signed by both parties.

Terms & Conditions for Restaurants on ATE ALL

1. By registering with ATE ALL , the Restaurant agrees to the following terms and conditions:
2. ATE ALL will not be liable for any claims related to food quality, quantity, or taste. The Restaurant assumes full responsibility for these aspects.
3. The Restaurant must use its own containers for packaging; ATE ALL will provide logo-branded wrapping tape for securing orders.
4. All orders should be sealed to prevent spillage and contamination and handed to the delivery partner in good condition.
5. The Restaurant agrees to prioritize orders received through ATE ALL's platform and ensure timely response to avoid delays.

6. Payment will be made to the Restaurant within 48 hours, excluding Sundays and public holidays, in which case payment will be made on the next business day.
7. ATE ALL will take responsibility for any cancelled orders; refunds will be processed directly to customers, and the Restaurant will receive the full amount due for such orders.
8. If the Restaurant does not fulfil an order within the provided time, ATE ALL reserves the right to impose penalties based on order value and delay duration.
9. A one-time, non-refundable on boarding fee of INR 1,000 will be charged at the start of the partnership.
10. Annual commission rates may be revised based on market movements and ATE ALL's internal policies.
11. The partnership shall last for five years. Early termination requested by the Restaurant will result in a separation fee of INR 50,000, with no possibility of future association with ATE ALL.
12. The Restaurant must inform ATE ALL in advance if it plans to cease operations temporarily or permanently in a particular location, allowing ATE ALL to update the listing.

For ATE ALL :

Signature: _____

Name: _____

Title: _____

Date: _____

For [Restaurant Name]:

Signature: _____

Name: _____

Title: _____

Date: _____