

General Terms and Conditions for Customers

The present 'General Terms and Conditions for Customers' are applicable to the provision of Services by Just Eat Takeaway.com to their Customers. They are not applicable to Restaurants, for which the terms contained in the Just Eat Takeaway.com Restaurant Agreement will apply.

Use of Customer personal data submitted to Just Eat Takeaway.com via the Platform is governed by the [Privacy Statement](#) and [Cookies Policy](#).

1. Definitions

Offer: the range of products and services generally offered by the Restaurant that can be ordered by the Customer through the Platform.

Order: a binding order placed by the Customer with the Restaurant through the Platform as regards the Offer selected by the Customer.

Customer: a Consumer or a legal entity placing an Order through the Platform.

Consumer: a Customer that is a natural person of at least 18 years of age and legally capable of entering into binding contracts that concludes a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity.

Agreement: an agreement between the Customer and the Restaurant regarding an Order and the delivery or collection of the Order.

Platform: the website(s), apps, tools and other equipment of Just Eat Takeaway.com and its business partners on which the Service is made available.

Restaurant: a company that prepares and sells meals, beverages and related articles and uses the Platform for the establishment and payment of the Agreements.

Restaurant Information: the information about the Restaurant with regard to, among other things, company and contact information, general information, product range (meals, side dishes, options and beverages), prices for each individual product (including VAT), company logo, graphics, delivery area (including postal codes), delivery costs and minimum order amounts.

Service: the commercial services and/or activities that are offered to the Customer by Just Eat Takeaway.com, including publication of the Offer, facilitation of the conclusion of Agreements and transmission of Orders to the relevant Restaurant.

Stamp Card Program: a loyalty program that enables Customers to collect stamps from participating Restaurants on a virtual stamp card and for which the "Special Terms and Conditions for Stamp Card Program" apply.

Just Eat Takeaway.com: JUST EAT.dk ApS, acting for itself and on behalf of any corporate entity or person that controls, are controlled by or under the common control, directly or indirectly, with Takeaway.com Group B.V.

Tip: voluntary gratuity paid by a Customer in addition to the Agreement and that is intended for the courier delivering the Order.

2. Identity of Just Eat Takeaway.com

Just Eat Takeaway.com is operating under the name "Just Eat" in Denmark:

Address principal place of business:

Lyngbyvej 20, 1
2100 København Ø

Correspondence address:

Lyngbyvej 20, 1
2100 København Ø
E-mail: info@just-eat.dk
Tel.: +45 70 20 86 84

3. Applicability of the General Terms and Conditions

1. The present General Terms and Conditions for Customers are only applicable to the Service. Just Eat Takeaway.com is not responsible for the Offer. As the case may be, the general terms and conditions of the Restaurant shall be applicable to the Offer in addition.
2. By placing an Order, the Customer concludes an Agreement directly with the Restaurant for delivery of the Order selected by the Customer. Just Eat Takeaway.com's role is to broker Agreements between Customer and the Restaurant.

4. The Offer

1. Just Eat Takeaway.com publishes the Offer on behalf of the Restaurants on the Platform, in accordance with the Restaurant Information supplied by the Restaurants. Just Eat Takeaway.com does not accept any responsibility or liability for the contents of the Offer and the Restaurant Information on the Platform, nor that the Restaurant Information is complete or accurate. Just Eat Takeaway.com may make changes to the material (including the Restaurant Information) on or the functionality of the Platform at any moment without notice.
2. The Restaurant may use ingredients and additives of meals and drinks that could cause allergies and intolerances. Just Eat Takeaway.com always provides the Customer with the relevant food information provided by Restaurants. However, in some cases the information displayed may be incomplete, automatically generated and/ or not validated as accurate by the Restaurant as yet. If a Customer is allergic to or intolerant of any foodstuffs, it is the Customer's responsibility to contact Customer Service or the Restaurant for current allergen information and verify that the food is suitable for the Customer before placing an Order. The Customer acknowledges and agrees that Just Eat Takeaway.com is relying on the Restaurant to provide correct ingredients and additives of meals and drinks and as such has no liability in respect of the same.
3. Just Eat Takeaway.com presents all Restaurant Information in such a way that it is clear to the Customer what his rights and obligations are after having accepted the Offer.

5. The Agreement

1. The Agreement is effective as from the moment the Customer finalizes the Order by clicking the 'Buy now', 'order' or similar button during the process of placing an Order through the Platform. The Customer is bound by the Order and will not be entitled to a refund except in case of cancellation allowed by the Restaurant pursuant to article 6 below, or in case the Restaurant cancels your Order.

2. After receipt of the Order, Just Eat Takeaway.com will electronically confirm the Order to the Customer.
3. Customer acknowledges and agrees that the Agreement can only be executed by the Restaurant if the Customer provides correct and complete contact and address information when placing the Order. The Customer is obliged to immediately report any inaccuracies in the contact, address and payment data supplied or mentioned to Just Eat Takeaway.com or the Restaurant.
4. With respect to information on the status of his Order, after having placed the Order the Customer is required to be available by telephone or email (as indicated when placing the Order) for both the Restaurant and Just Eat Takeaway.com.
5. If the Customer decides to have the Order delivered, the Customer must be present at the delivery address given by the Customer when placing the Order in order to accept the delivery of the Order.
6. If Just Eat Takeaway.com delivers the Order on behalf of the Restaurant, Just Eat Takeaway.com may charge the Customer delivery costs. The current rate of such delivery costs is stated on the Platform separately from the costs for the items offered by the Restaurant in a way noticeable before a Customer places an Order. A receipt for these delivery costs can be requested with Just Eat Takeaway.com.
7. If the Customer decides to collect the Order from the location of the Restaurant, the Customer must collect the Order at the selected time at the collection location of the Restaurant, as indicated in the confirmation email, text message or on the Just Eat Takeaway.com website.
8. Times for delivery and collections are provided by the Restaurants and are only estimates. Neither Just Eat Takeaway.com nor the Restaurants guarantee that Orders will be delivered or available for collection within the estimated times.
9. Upon delivery or collection of the Order, the Restaurant may ask for identification if the Order contains alcoholic products or other products with an age limit. If the Customer cannot identify himself adequately or does not meet the minimum age requirements, the Restaurant will refuse to deliver or hand out the relevant products to the Customer. In this case, cancellation costs may be charged to the Customer.
10. Just Eat Takeaway.com is not a party to and does not accept any liability relating to the execution of the Agreement. In particular, Just Eat Takeaway.com does not assume any responsibility if the Order is of satisfactory quality or suitable for the purpose the Customer ordered it for.
11. The Customer may at Customer's sole discretion choose to provide a Tip to a courier via the available online payment methods.
12. The Tip is intended for couriers, and can neither be considered as payment for the Agreement, nor for Services of Just Eat Takeaway.com. Just Eat Takeaway.com will thereby only act as a trustee and transferor of the Tip.
13. Just Eat Takeaway.com will transfer the Tip to the couriers in case those are directly engaged via Just Eat Takeaway.com. In case a courier is not engaged via Just Eat Takeaway.com but directly by the Restaurant, Just Eat Takeaway.com collects the Tip as commercial agent for the Restaurant and transfers the Tip to the Restaurant and obliges the Restaurant to pay-out

the Tip to the courier. Just Eat Takeaway.com can neither guarantee nor be held responsible for the transfer of the Tip from the Restaurant to the courier.

14. After the Customer has received a confirmation of placing the Tip, the Tip cannot be refunded or returned.

6. Dissolution of the Agreement and cancellation of the Order

1. Considering the perishable nature of the Offer, the Customer shall not be entitled to dissolve the Agreement. Orders cannot be cancelled by the Customer with Just Eat Takeaway.com. Cancellation of the Order with the Restaurant is only possible by the Customer if the Restaurant explicitly indicates that Cancellation of the Order by the Customer is possible.
2. The Restaurant is entitled to cancel the Order, *e.g.*, if the Offer is no longer available, if the Customer has provided an incorrect or inoperative telephone number or other contact information, or in case of force majeure. Just Eat Takeaway.com encourages the Restaurants to execute all Orders and to communicate any cancellation promptly, but Just Eat Takeaway.com does not guarantee that the Restaurants do so and assumes no liability for the cancellation of an Order by the Restaurant.
3. If the Customer places a false Order (for example by providing incorrect contact information, by not paying or by not being present on the delivery or collection location in order to receive the Order) or otherwise fails to comply with his obligations pursuant to the Agreement, Just Eat Takeaway.com shall be entitled to prohibit Customer from placing any future Orders via the Platform.
4. Just Eat Takeaway.com is entitled to refuse Orders and cancel Agreements on behalf of the Restaurant, if there is reasonable doubt about the correctness or authenticity of the Order or contact information. If the Customer places Orders that appear as false or fraudulent, Just Eat Takeaway.com may report this to the police.

7. Right of withdrawal from the Agreement

A Customer that is a Consumer cannot revoke the Order vis-à-vis the restaurant as far as the delivery of goods is concerned,

- (i) which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;
- (ii) which can spoil quickly or whose expiration date would be exceeded quickly;
- (iii) which are unsuitable for return for reasons of health protection or hygiene if their seal has been removed after delivery;
- (iv) if these were inseparably mixed with other goods after delivery due to their nature.

For the part of the Order that does not fall under the above-mentioned exclusions, the Consumer has a right of revocation.

Cancellation
Right of withdrawal

You have the right to cancel the contract with the Restaurant within fourteen days without giving any reason.

The cancellation period is fourteen days from the date on which you or a third party named by you, who is not the carrier, has taken possession of the goods.

To exercise your right of withdrawal, you must send a clear statement (eg a letter but preferably an e-mail) to Just Eat Takeaway.com (Address: Lyngbyvej 20, 1, 2100 København Ø E-mail: info@just-eat.dk) about your decision to cancel the Agreement. You can use the attached model withdrawal form, which is not required.

In order not to exceed the cancellation period, it is sufficient to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the cancellation

If you revoke the Agreement, the Restaurant has to return all your payments, including delivery costs (except for the additional costs that result from you selecting a different type of delivery than the most favourable standard delivery offered by us), immediately and no later than fourteen days from the day on which the notification of your cancellation of the contract has been received by us. For the repayment, the Restaurant uses the same means of payment that you used in the original transaction, unless otherwise agreed with you; In no case will you be charged for repayment fees.

The Restaurant may refuse to repay until it has received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You bear the immediate costs of returning the goods.

You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods

Model withdrawal form

(If you want to cancel the Agreement, please fill out this form and send it back to us.)

to [details to be included]

I / we (*) hereby revoke the Agreement concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)

Ordered on (*) / received on (*)

name of the consumer (s)

address of the consumer (s)

Signature of the consumer (s) (only when notified on paper)

date

(*) Delete as appropriate.

8. Payment

1. All prices shown in the Offer are inclusive of VAT. In case delivery costs apply, such costs will be set out separately and inclusive of VAT. Delivery costs will not be charged if the Customer chooses collection of an Order.
2. At the moment the Agreement is concluded in accordance with the provisions of article 5.1 of these General Terms and Conditions for Customers, Customer is obliged to pay the Restaurant for the Order. The Customer may fulfil this payment obligation by using an online payment method through the Platform or by payment to the Restaurant at the door or at the collection location. The available online payment methods are indicated to the Customer at the time of placing the Order.
3. Subject to the provisions of article 6 of these General Terms and Conditions for Customers, the (partial) reimbursement of an online payment shall only be possible if the Order cannot be delivered (entirely). The reimbursement shall always be made into the same account as the one from which the payment has been made. Depending on the payment method used by the Customer, the processing of the reimbursement will take a maximum of 10 working days.
4. The Restaurant has authorized Just Eat Takeaway.com to accept the Customer's online payment on behalf of the Restaurant.
5. A credit or discount may be applied to the Order if the Customer uses a valid promotional voucher or code endorsed by Just Eat Takeaway.com and issued for use in connection with placing Orders via the Platform. Vouchers or codes may only be redeemed via online payment. The possibility to redeem a voucher or code will be indicated in connection with the displayed payment methods. If the voucher number or code entered by the Customer is valid, the value of the voucher or code will immediately be credited against the total amount of the Order and deducted prior to payment.
6. In case the Customer has elected to participate in the Stamp Card Program, subject to the Special Terms and Conditions for Stamp Card Program, the Customer may redeem a Stamp Card Voucher as described in article 8.5 above.

9. Customer's Use of the Platform,

1. Terms of permitted use: The Customer is permitted to use the Platform and print and download extracts from the Platform for your own personal non-commercial use on the following basis:

- 1.1. The Customer must not misuse the Platform (including by hacking or "scraping").
- 1.2. Unless otherwise stated, the copyright and other intellectual property rights on the Platform and in material published on it (including without limitation photographs and graphical images) are owned by Just Eat Takeaway.com or its licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these General Terms and Conditions for Customers, any use of extracts from the Platform other than in accordance with article 9.1 is prohibited.
- 1.3. The Customer must not modify the digital or paper copies of any materials that the Customer prints off in accordance with article 9.1 and the Customer must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.
- 1.4. The Customer must ensure that Just Eat Takeaway.com's status as the author of the material on the Platform is always acknowledged.
- 1.5. The Customer is not allowed to use any of the materials on the Platform or the Platform itself for commercial purposes without obtaining a licence from Just Eat Takeaway.com to do so.
2. Limitation on use: Except as stated in article 9.1 above, the Platform may not be used, and no part of the Platform may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without Just Eat Takeaway.com's prior written permission.
3. Reservation of rights: Any rights not expressly granted in these Terms and Conditions for Customers are reserved.
4. Restaurant Reviews: The ranking of the Restaurants on the Platform is determined by a 'living algorithm'. Details can be found in the FAQ. Just Eat Takeaway.com may display on the Platform ratings and comments ("**Reviews**") provided by Customers regarding the Restaurant or an Order. Customer is solely responsible and liable for the content of the Review. Just Eat Takeaway.com may remove or edit Reviews where the Reviews are, in Just Eat Takeaway.com's view, unreasonably defamatory or otherwise objectionable. Just Eat Takeaway.com will only do so in accordance with applicable legislation.

10. Complaints settlement

1. Complaints from the Customer about the Offer, the Order or the performance of the Agreement, are to be filed with and for receipt by the Restaurant. The sole responsibility for the Offer of the Restaurant and the performance of the Agreement lies with the Restaurant. Just Eat Takeaway.com may only assume a mediating role.
2. If the Customer has a complaint as regards the Service, the complaint is to be communicated by means of the contact form, by email or ordinary mail to the Just Eat Takeaway.com customer service, at the contact address as indicated in article 2 of the present General Terms and Conditions for Customers.
3. Once the complaint has been received by Just Eat Takeaway.com, the latter shall react as soon as possible, but not later than within one week, with a confirmation of receipt. Just Eat Takeaway.com aims to handle the complaint as soon as possible, but not later than within two weeks.

4. Complaints as described in sections 1 and 2 of this article must be filed by the Customer promptly within due time after the Customer has detected the shortcomings, be fully and clearly described and filed with the respective Restaurant (section 1) or Just Eat Takeaway.com (section 2).
5. The European Commission manages an Online Dispute Resolution (ODR) platform. This platform can be found on <http://ec.europa.eu/odr>. Just Eat Takeaway.com explicitly excludes the use of any Alternative Dispute Resolution as referred to in Directive 2013/11/EU. The email address of Just Eat Takeaway.com is info@just-eat.dk.

11. Professional Liability Insurance

1. Just Eat Takeaway.com effects a professional liability insurance with:

Chubb European Group SE

The Chubb Building

100 Leadenhall Street

London

EC3A 3BP

Arranged by:

Aon UK Limited

3rd Floor Grosvenor House

65-71 London Road

Redhill

RH1 1LQ

The professional liability insurance is applicable all over the world, with the exception of the United States of America and Canada.

12. Newsletter

1. When placing the Order, the Customer may also elect to subscribe to the newsletter. The Customer can unsubscribe from this newsletter at any time through <https://www.just-eat.dk/en/myaccount/my-details> or by contacting the customer service by using the contact data as mentioned under 'Correspondence Address' in article 2 of these General Terms and Conditions for Customers.

13. Inspection and correction of stored personal data

1. Just Eat Takeaway.com shall process personal data relating to the Customer. The processing of personal data is subject to the Privacy Statement.

14. Liability of Just Eat Takeaway.com

1. Just Eat Takeaway.com assumes no liability whatsoever in relation to the availability of the Platform, the Offer, the correctness and completeness of the Restaurant Information, or the execution of the Agreement. Customer acknowledges and agrees that the transmission of information via the internet is not completely secure. Just Eat Takeaway.com does not guarantee the security of your data transmitted to the Platform; any transmission is at the Customer's risk.
2. Otherwise, Just Eat Takeaway.com is liable to Customers as follows:
 - a. Nothing in these General Terms and Conditions for Customers excludes or limits Just Eat Takeaway.com's liability for death or personal injury, fraud or fraudulent misrepresentation, intent or any other liability which cannot be excluded or limited by applicable law.
 - b. Subject to article 13.1, Just Eat Takeaway.com shall under no circumstances be liable to Customer for any (i) indirect or consequential loss, (ii) loss of profit, sales, business or revenue, (iii) loss or corruption of data, information or software, (iv) loss of business opportunity, (v) loss of anticipated savings, or (vi) loss of goodwill.
3. Subject to articles 13.1 and 13.2, Just Eat Takeaway.com's liability to Customer for all other losses arising under or in connection with the use of the platform by Customer shall not exceed the amount of the Order in relation to which the loss arose.

15. Other Provisions

1. These General Terms and Conditions for Customers are governed by the laws of Denmark under exclusion of the UN Convention on the International Sale of Goods. Any legal proceedings brought against Customer by Just Eat Takeaway.com or vice versa arising out of or in connection with these General Terms and Conditions for Customers shall be subject to the exclusive jurisdiction of the courts of Denmark by observing any mandatory provisions on the exclusivity of venues.
2. Should any provisions of these General Terms and Conditions for Customers be invalid, unlawful or unenforceable to any extent, then this shall not affect the effectiveness of the remaining terms, conditions and provisions in relation to the Services, or the conclusion of an Agreement, all of which will continue to be valid to the fullest extent permitted by law.