



LAPARLAH AND MERCHANT AGREEMENT

1. This is an Agreement between LAPARLAH and (Merchant Name):  

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hereafter referred to as (RESTAURANT Name):  

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2. RESTAURANT or LAPARLAH may cancel or modify this contract by mutual written agreement with a 30-day's notice. The term of this contract is open ended (no contract terms) and will be ongoing until either LAPARLAH or RESTAURANT decide to end the services, with 30 days written notice.
3. LAPARLAH will promote and deliver food from RESTAURANT to neighbourhood residences, hotels and businesses, between the hours of 9.00 am to 9.00 p.m. every day from Monday to Sunday.
4. LAPARLAH will, create, post, and promote the RESTAURANT's menu online, hire and engage DRIVERS as necessary to deliver RESTAURANT's food.
5. RESTAURANT will decide their menu, availability and changes to the menu through the **laparlah.com** system. RESTAURANT, to the best of their ability, will provide well packed and labelled meals in a timely manner.
6. LAPARLAH offers online payment and cash on delivery options to customers.
7. For cash on delivery orders, riders will walk into restaurant, order food over the counter and pay cash immediately.
8. For online paid orders, DRIVERS will pick up food from RESTAURANT and deliver to customer only.
9. LAPARLAH will then transfer the payment to merchants every week.
10. **All sales to CUSTOMER will include a price mark-up to a maximum 27% from LAPARLAH.**
11. LAPARLAH will pay RESTAURANT the price given to LAPARLAH and not the mark up price sold to CUSTOMERS.
12. LAPARLAH will provide invoice to merchant via email.
13. RESTAURANTS are allowed to use LAPARLAH's name and logo in their advertising to promote the fact that their food is available for delivery in a limited area through LAPARLAH website and mobile apps.
14. LAPARLAH shall have the right to use RESTAURANT's name and logo in LAPARLAH's advertising, promoting the fact that RESTAURANT's food is available for delivery in a limited area through LAPARLAH website and mobile apps.
15. Amendment: This Agreement may be amended only by a writing signed by LAPARLAH, and by a duly authorized representative of the RESTAURANT.
16. RESTAURANTS shall not make their LAPARLAH DRIVERS available to deliver food that was not ordered either through LAPARLAH website and mobile apps. LAPARLAH will bill the RESTAURANT the delivery charges for any repeat deliveries that need to be made in case of missing items or otherwise unacceptable food conditions based on CUSTOMER feedback when the driver arrives at the CUSTOMER's home, business, or other location.
17. Severability: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
18. Construction: The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
19. Rights Cumulative: The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
20. Remedy for Breach. The parties hereto agree that, in the event of breach or threatened breach of any covenants of RESTAURANT, the damage or imminent damage to the value and the goodwill of LAPARLAH's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that LAPARLAH shall be entitled to injunctive relief against RESTAURANT in the event of any breach or threatened breach of any of such provisions by RESTAURANT, in addition to any other relief (including damages) available to LAPARLAH under this Agreement or under law.
21. Notices: Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to the RESTAURANT, or to LAPARLAH's principal office, as the case may be.

**I hereby acknowledge that I have read, understand and agree to the above terms of this agreement.**

The content of this form is strictly confidential and intended for the use of LAPARLAH merchant registration only.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

Name \_\_\_\_\_



## Restaurant Sign Up Application

### Applicant Information

Full Name: \_\_\_\_\_ *Date:* \_\_\_\_\_  
First Last

Restaurant Address: \_\_\_\_\_  
Street Address Apartment/Unit #

\_\_\_\_\_  
City Postcode

Phone: \_\_\_\_\_ *Email* \_\_\_\_\_

Restaurant Name: \_\_\_\_\_

Merchant Name: \_\_\_\_\_ Branch: \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

Restaurant Phone Number: \_\_\_\_\_

Operating Hours (Please state the off days): \_\_\_\_\_

### Bank Account Details

Bank Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

### Merchant Login Details

Email: \_\_\_\_\_ Password: \_\_\_\_\_

## Restaurant Details

Please fill in a few lines of your restaurant's descriptions here. These descriptions will be seen by customers when they see your restaurant from our system.

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## Restaurant Type

- |                                     |                                   |                                    |                                    |                                     |
|-------------------------------------|-----------------------------------|------------------------------------|------------------------------------|-------------------------------------|
| Halal <input type="checkbox"/>      | Malay <input type="checkbox"/>    | Chinese <input type="checkbox"/>   | Indian <input type="checkbox"/>    | Western <input type="checkbox"/>    |
| Vegetarian <input type="checkbox"/> | Cakes <input type="checkbox"/>    | Fine Dine <input type="checkbox"/> | Bread <input type="checkbox"/>     | Café <input type="checkbox"/>       |
| Italian <input type="checkbox"/>    | Arab <input type="checkbox"/>     | Breakfast <input type="checkbox"/> | Lunch <input type="checkbox"/>     | Dinner <input type="checkbox"/>     |
| Bistro <input type="checkbox"/>     | American <input type="checkbox"/> | English <input type="checkbox"/>   | Fast Food <input type="checkbox"/> | Local <input type="checkbox"/>      |
| Japanese <input type="checkbox"/>   | Korean <input type="checkbox"/>   | Thai <input type="checkbox"/>      | Seafood <input type="checkbox"/>   | Indonesian <input type="checkbox"/> |

Other: \_\_\_\_\_

## Disclaimer and Signature

*I certify that the given details are true and complete to the best of my knowledge.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_