

Legal & Seller Policy Pack

Invite-only Bank-Transfer Pilot Decision · Privacy Policy · Terms of Service

DRAFT FOR UK LEGAL, TAX AND PRIVACY REVIEW — NOT FOR PUBLICATION OR RELIANCE
This v0.2 working document aligns the product description with the invite-only, seller-direct bank-transfer pilot. Operator identity, contacts, processor and transfer schedules, retention, pricing, insurance and liability decisions remain unresolved.

Document ID	DK-LGL-001
Version	Draft v0.2
Decision date	25 July 2026
Jurisdictional focus	United Kingdom; England and Wales governing-law draft

Prepared for
DropKitchen product and operating team

Document status and controlled use

This pack has three parts: an internal pilot decision, a customer-facing Privacy Policy draft, and customer-facing Terms of Service draft. The internal decision controls the invite-only pilot design; the Privacy Policy and Terms must not be published as final until the completion checklist is closed and the operator approves counsel-reviewed text.

Classification warning

Calling DropKitchen a “connector” or “software tool” does not decide its legal classification. Tax, consumer, food, payments and platform rules apply by substance. The final operating model should be reviewed whenever money flow, fees, discovery, fulfilment control or seller intervention changes.

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Operator details required before publication

Required detail	Current status	Publication action
Full legal/operator name	Not supplied	Insert the legal person operating DropKitchen.
Company number / legal form	Not supplied	State company number, partnership, or sole-trader status.
Registered or business address	Not supplied	Publish a service/contact address.
Privacy contact	Not confirmed	Create and monitor a privacy email address.
Support and complaints contact	Not confirmed	Create and monitor a customer support address.
ICO registration number	Assessment pending	Complete the ICO fee self-assessment and publish the number if registered.

Part A — Decision Record

DR-002: Invite-only Four-Seller Bank-Transfer Pilot

Status	Accepted pilot product decision; professional review required before publication
Decision owner	DropKitchen operator
Decision date	25 July 2026
Effective product milestone	Before the first real-money pilot Order
Supersedes	DR-001 ten-Drop proposal and the pay-at-collection pilot proposal
Related architecture	Seller-direct bank transfer with immutable per-Order instructions; DropKitchen does not hold funds

1. Decision

DropKitchen will admit exactly four invited UK sellers to a controlled beta. A buyer places an order, receives the seller's bank details and a unique DK Order reference, and pays the seller directly. The order remains awaiting bank transfer until the seller checks their own bank and records receipt. DropKitchen never receives, holds, routes or independently verifies the pilot funds.

What controlled admission does — and does not do
Invite-only admission limits operational exposure and enables hands-on support. It does not postpone a seller's legal duties or reduce DropKitchen's own obligations. Food registration, permissions, food safety, allergen information, consumer rights, tax and privacy rules apply whenever the law says they apply, including from the first sale.

2. Pilot payment model

The pilot operating record must evidence all of the following:

- The seller is one of the four named invitees and has completed the controlled admission checklist.
- Checkout creates an awaiting-bank-transfer Order with an exact amount, deadline and unique DK reference.

- The buyer receives an immutable snapshot of the seller's account name, sort code and account number.
- The buyer sends funds directly from their bank to the seller's bank; DropKitchen is not in the money flow.
- The seller checks the exact amount and reference in their own bank before marking the Order paid.

Only seller-confirmed Orders enter preparation. Unconfirmed Orders expire at the deadline, release inventory and pickup capacity, and notify the buyer. Exceptions, cancellations and completed refunds are recorded and audited.

3. Initial commerce gates: before the first real-money order

- Verified phone access, an invited seller tenancy and the minimum current identity and contact details.
- Current seller bank details entered through the protected product flow and independently checked for pilot use.
- A clear, affirmative Seller Declaration v2 in the form at Appendix 1; it must not be pre-ticked.
- Complete seller identity, product, full price, fulfilment and required allergen information for the Drop before the buyer submits an order and again at handover where required.
- Acceptance of the counsel-approved Seller Terms and acknowledgement of the final Privacy Policy, with the wording version, seller, timestamp and source recorded.

4. Seller onboarding and admission

Record the real legal and trading identity, current contact route and business structure for each invited seller.

- Have the seller enter and verify the account details that buyers will use; do not collect those details in chat or tickets.
- Prove the seller's real OTP recipient and a real external buyer email recipient before admitting live buyers.
- Have the seller complete the current declaration and a representative Drop with accurate price, pickup and allergen information.
- Provide the approved Seller Terms, Buyer Terms, Privacy Policy and cancellation/refund wording in a durable form.
- Require production readiness to show matching release and payment mode, a recent worker heartbeat, healthy queues and no bank-detail gaps.

Complete the low-value payment, unpaid-expiry, cancellation and completed-refund rehearsals before admitting the seller.

5. Earlier restrictions and pilot pauses

Trigger	Required platform response	Reason
Legal reporting deadline or reportable-seller rule applies	Collect and verify required data before the statutory deadline; restrict future commerce if the seller does not cooperate.	An invite-only pilot cannot displace law.
Credible food-safety or allergen complaint, recall or regulator enquiry	Pause relevant listings or checkout, preserve evidence, notify affected users where appropriate and escalate.	Prevent harm and support lawful investigation.
Seller states that required registration or permission is missing	Restrict future commerce until corrected or officially resolved.	The declaration is no longer reliable.
Unusual value, refund, transfer, dispute or identity risk	Pause confirmation or future checkout and apply proportionate operator review.	Protect buyers, sellers and platform integrity.
Bank details are disputed, changed unexpectedly or suspected compromised	Stop affected checkout, preserve snapshots, warn affected buyers and verify the seller through a separate trusted route.	Reduce payment-redirection fraud.
Products require approval, licensing or controls beyond ordinary registration	Require the relevant evidence before listing or sale.	Higher-risk regulated activity.

6. Enforcement and support design

- Describe an unpaid Order as awaiting bank transfer, never paid or confirmed.
- Tell buyers to trust bank details only on the signed-in Order page and to stop if an email or message differs.
- Do not represent that DropKitchen can see a bank transfer or verify that a refund reached the buyer.
- Keep refunds, overpayments, unmatched transfers and direct-payment disputes with the seller, subject to buyer rights and law.
- Keep an auditable record of declaration version, account-detail changes, payment-state changes, exceptions and operator decisions.

- Pause a seller, listing or the whole pilot when legal, safety, fraud, messaging, recovery or operational evidence is not reliable.

7. Rationale and rejected alternatives

The controlled model allows four known sellers to validate ordering and fulfilment without DropKitchen holding money or depending on live card onboarding. It is a temporary pilot boundary, not a statement that direct bank transfers remove consumer, food, tax, privacy or platform obligations.

Alternative	Decision	Reason
Live Stripe Connect	Deferred	Requires a separate live-provider, card-payment, refund and connected-account acceptance gate.
Pay at collection	Rejected for this pilot	Does not validate the selected prepayment and payment-confirmation journey.
Public self-service seller admission	Rejected	The beta is limited to four known Sellers with operator-led admission.
DropKitchen receives or forwards funds	Rejected	Would materially change the operating, payments, risk and legal model.

8. Implementation acceptance criteria

- ☐ Exactly four invited Sellers can reach checkout only after the pilot commerce gates pass.
- ☐ Every new Order snapshots the Seller's bank details, exact amount, unique reference and deadline.
- ☐ An unpaid Order never enters preparation and expiry releases its inventory and pickup capacity once.
- ☐ Payment confirmation is seller-authorised, audited and cannot race expiry into two terminal outcomes.
- ☐ Cancellation, completed refund, overpayment and unmatched-transfer paths preserve accurate buyer-visible status.
- ☐ Instruction and confirmation emails reach a real external recipient through production messaging.
- ☐ Legal approval, production readiness, backup restore and one low-value real transfer are recorded before admission.

Part B — Privacy Policy

Publication status
Draft v0.2. Effective date to be set only after approval. The legal operator, address, privacy and complaints contacts, processor list, retention schedule, international-transfer map, pricing and professional-review decisions must be confirmed first.

1. Who we are and what this policy covers

DropKitchen is a software service that helps independent food sellers publish time-limited preorder Drops, coordinate seller-direct bank-transfer Orders, manage fulfilment and communicate with buyers. The legal person operating DropKitchen will be identified in the published Operator Details notice.

This policy explains how the DropKitchen operator uses personal data about sellers, buyers, storefront followers, support contacts and people who visit or use the service. It applies to the DropKitchen website, seller tools, buyer checkout, service messages and support operations.

2. Our role and the seller’s role

DropKitchen is normally the controller for personal data used to operate accounts, secure the platform, coordinate orders, manage consent, provide support, meet platform obligations and improve the service.

Each seller may be an independent controller when they use buyer information for their own food preparation, fulfilment, safety records, customer service, legal duties or lawful marketing. A buyer may therefore need to contact both DropKitchen and the relevant seller about their data. DropKitchen’s tools and contract restrict how sellers may use buyer data, but do not make DropKitchen the seller of the food.

3. Personal data we collect

Category	Examples	Why it arises
Account and identity	Phone number, OTP events, name, account role, session and security state.	Sign-in, account recovery, authorisation and fraud prevention.
Buyer and order	Basket, order items, pickup choice, contact snapshot, notes, refunds, fulfilment and review.	Form, perform and evidence the buyer-seller order.
Seller and storefront	Trading name, profile, menu, photographs, prices, locations, schedules, allergen declarations and public links.	Publish and operate the seller’s storefront and Drops.

Category	Examples	Why it arises
Seller due diligence	Legal name, age confirmation, business structure, company name/number where applicable, and current Seller-supplied business details.	Pilot admission, platform integrity and legal obligations. Tax identifiers or registration evidence are not active pilot fields and require separate scope approval.
Payments	Seller bank-account name, sort code and account number; Order amount, reference, deadline, seller-confirmed status, refunds and transfer exceptions.	Coordinate seller-direct payment status. Restricted bank details are encrypted and snapshotted; DropKitchen receives no bank feed or statement.
Communications	Consent records, messages, delivery status, support requests and complaint records.	Send requested or operational messages and manage preferences.
Technical and security	IP address, device/browser data, timestamps, cookies, diagnostics, logs and abuse signals.	Secure, operate and troubleshoot the service.
Food preference or allergy information	Optional dietary notes or allergy-related information supplied with an order.	Help the seller understand a buyer request; it may reveal health data and needs additional protection.

4. Where data comes from

- Directly from you when you create an account, build a storefront, place an order, follow a seller, submit a review, provide consent or contact support.
- From the seller or buyer involved in an order, including fulfilment, refund, complaint and safety information.
- From sellers about bank-transfer instructions and seller-confirmed payment, refund and exception status. DropKitchen does not connect to bank feeds or receive bank-statement data.
- From official public sources only where a documented, proportionate check is approved. The active pilot does not claim Food Standards Agency or local-authority registration matching, inspection or approval.
- From communications, hosting, security, analytics and support providers acting on our instructions.

5. How and why we use personal data

Purpose	Typical lawful basis	Key safeguards
Create accounts, storefronts, Drops, orders and fulfilment records	Contract; legitimate interests where the contract is with another user	Data minimisation, role-based access and versioned records.

Purpose	Typical lawful basis	Key safeguards
Coordinate seller-direct bank-transfer instructions, confirmation, refunds and exceptions	Contract; legitimate interests; legal obligation where applicable	Restricted account details; immutable Order snapshot; no bank feed; audited seller confirmation.
Send OTP, order, payment, collection, cancellation, safety and service messages	Contract; legitimate interests; legal obligation for necessary notices	Operational messages are separated from marketing preference.
Send seller marketing or Drop alerts	Consent, or another legally available route only after documented review	Separate opt-in, clear sender, preference controls and unsubscribe.
Prevent fraud, misuse and unsafe or illegal activity	Legitimate interests; legal obligation	Risk-based access, audit logs, proportionate review and appeal route.
Meet food-safety, tax, accounting, platform-reporting and authority requirements	Legal obligation; legitimate interests in legal compliance and claims	Restricted access, encryption and defined retention.
Support, complaints, reviews and service improvement	Contract; legitimate interests	No use of genuine negative reviews merely because they are unfavourable.
Use optional allergy/health-related information	Explicit consent where special-category data is involved; vital interests only in a genuine emergency	Separate affirmative consent, restricted access and no marketing use.
Non-essential analytics or advertising cookies	Consent	No placement before valid consent; withdrawal is as easy as giving consent.

6. Marketing and communications

We distinguish service communications from marketing. OTPs, receipts, payment updates, safety notices and collection messages are sent because they are necessary to provide or protect the service. Seller Drop alerts, promotions and similar messages use a separate marketing choice and consent record where required.

You can withdraw marketing consent through the link or instruction in the message, account settings where available, or the published privacy contact. Withdrawal does not affect earlier lawful processing. We may keep a minimal suppression record so we do not contact you again against your choice.

7. Who we share data with

- The relevant seller or buyer, to the extent necessary for an order, fulfilment, refund, complaint or food-safety issue.
- Sellers receive the Order and buyer information necessary to check their own bank, fulfil the Order, handle a refund or resolve a direct-payment issue.
- Communications, cloud hosting, database, file storage, security, analytics, customer-support and professional-service providers that act under contract.

- The Food Standards Agency, local authorities, HMRC, courts, law enforcement or other regulators where disclosure is required or lawfully necessary.
- Professional advisers, auditors and insurers where necessary to obtain advice, protect rights or manage a claim.
- A prospective buyer, investor or successor in a corporate transaction, under confidentiality and data-protection safeguards.

We do not sell personal data. Before publication, DropKitchen will maintain a current processor schedule naming material production providers and describing their role.

8. International transfers

Some providers may process data outside the United Kingdom. Before using such a provider, we will identify the destination and legal transfer mechanism. Where adequacy regulations do not apply, we will use an appropriate safeguard such as the UK International Data Transfer Agreement or UK Addendum and complete the required data-protection risk assessment. We will make information about the relevant safeguard available on request.

9. Retention

We keep personal data only for as long as needed for the stated purpose, legal obligations, safety, dispute handling and the establishment or defence of claims. The final schedule must be approved before publication. The intended baseline is:

Record	Intended baseline	Notes
OTP and authentication events	Short operational period; sessions expire according to security policy, generally no longer than 90 days for buyer sessions	Longer security logs only where proportionate.
Active account and storefront	While active, then a limited closure period	Public content may be hidden sooner; essential audit records can remain.
Orders, payments, refunds, fees and accounting records	Generally up to six years after the relevant accounting period or transaction	Longer where a dispute, investigation or legal duty requires.
Digital-platform due-diligence/reporting records	At least the legally required period; current design assumption is five years after the relevant reportable period	Confirm scope and trigger with tax adviser.
Food-safety, allergen and incident evidence	Approved risk-based schedule aligned with legal and claims periods	Safety-critical order snapshots must not be overwritten.
Marketing consent and suppression	As long as needed to evidence the choice and respect withdrawal	Review periodically and minimise content.
Support, moderation and complaints	Defined period based on issue type and claim risk	Delete or anonymise when no longer needed.

When you ask to delete an account, we will delete or anonymise data where possible. We may retain restricted financial, tax, safety, fraud, consent or dispute records where law or legitimate claims require it.

10. Security

We use technical and organisational measures proportionate to the risk, including encryption in transit, restricted access, role-based authorisation, secret management, session controls, monitoring, backups and incident procedures. No service can guarantee absolute security. Users must protect access to their phone and account.

11. Cookies and similar technologies

We may use strictly necessary cookies or local storage for sign-in, security, basket state, checkout and core functionality without consent where the legal exemption applies. We will ask for consent before using non-essential analytics, advertising or similar technologies, and provide a way to change that choice.

12. Automated decisions

DropKitchen does not currently intend to make solely automated decisions that produce legal or similarly significant effects on users. We may use automated signals to detect risk, but material restrictions should be reviewable by a person.

13. Your rights

Depending on the circumstances, UK data-protection law may give you rights to be informed; access data; correct it; erase it; restrict or object to processing; receive portable data; withdraw consent; and challenge certain automated decisions. These rights are not absolute. We may need to verify identity and explain any lawful refusal.

Use the published privacy contact to exercise a right. You may also complain to the Information Commissioner's Office at ico.org.uk. We would appreciate the opportunity to address the concern first.

14. Children

DropKitchen seller accounts and direct contracting accounts are intended for people aged 18 or over. A parent or guardian must manage any permitted interaction involving a minor. We do not knowingly offer the service directly to children or use their data for behavioural advertising.

15. Changes and contact

We may update this policy when the service, law or providers change. We will display the current version and give proportionate notice of material changes. The final published policy will state the operator's legal name, address, privacy email and any data-protection registration details.

Part C — Terms of Service

Publication status

Draft v0.2. Effective date to be set only after approval. These Terms combine general, buyer and seller terms. Operator identity, the contract-formation point, pilot pricing, complaints process and liability position require final approval.

1. About these Terms

These Terms govern use of DropKitchen by visitors, buyers and sellers. By creating an account, publishing a storefront, placing an order or otherwise using the service, you agree to the version presented to you. If you use DropKitchen for a business, you confirm that you have authority to bind that business.

The final published Terms will identify the legal person operating DropKitchen, its address and contact details. Nothing in these Terms limits rights that cannot lawfully be limited.

2. What DropKitchen is

DropKitchen provides software that connects independent food sellers with their buyers and coordinates storefront, preorder, payment-status, fulfilment and messaging workflows. Unless expressly stated otherwise, the seller—not DropKitchen—is the seller of record, food business operator and party supplying the food to the buyer.

During the invite-only pilot, a buyer transfers funds directly to the seller's nominated UK bank account using the exact Order amount and reference. DropKitchen does not receive, hold, route or independently verify those funds. DropKitchen may nevertheless be treated as a digital platform, online marketplace or other regulated intermediary for a particular law. These Terms do not override that classification.

3. Eligibility and accounts

- You must be at least 18 and legally able to enter a contract, or act through an authorised parent, guardian or business representative where the service expressly allows it.
- You must provide accurate, current information and promptly correct changes.
- Phone OTP access is personal. You are responsible for protecting the phone, device and account used to access DropKitchen.
- You must notify support promptly if you suspect unauthorised access, fraud or a compromised account.

- We may require step-up verification or restrict access where reasonably necessary to protect users, the service or legal compliance.

4. Seller status and mandatory declaration

A seller operates independently and is responsible for determining the registrations, permissions, approvals, training, food-safety systems, labelling, insurance and tax treatment that apply. Before accepting a first paid order, the seller must make the Seller Declaration at Appendix 1 and accept the current Seller Terms.

A declaration does not transfer the seller's duties to DropKitchen and does not amount to DropKitchen approval, certification or legal advice. DropKitchen may ask for proportionate evidence or restrict future checkout at any time where law, safety, fraud, payment integrity or pilot controls require it.

5. Food registration, safety and allergen duties

- Register each food business or premises with the appropriate authority within the legally required period, unless an authoritative basis confirms registration is not required.
- Comply with food hygiene, safety-management, temperature, transport, packaging, traceability, recall and incident obligations.
- Provide complete and accurate mandatory food and allergen information before purchase and again at delivery or collection where required.
- Prevent cross-contamination and respond appropriately to allergy questions; never promise that food is allergen-free unless the seller can lawfully and safely substantiate it.
- Keep records sufficient to investigate a complaint, withdrawal, recall or regulator request.
- Contact affected buyers and authorities promptly when a safety issue requires it, and cooperate with DropKitchen's preservation, notification and restriction steps.

The active pilot does not display or claim official food-registration or hygiene verification. If a later product displays seller-supplied or public-source information, the seller remains responsible for accuracy and the platform must state the source, date and limits without implying certification.

6. Storefronts, Drops and seller content

The seller controls its trading name, menu, descriptions, photographs, prices, quantities, availability, collection details and lawful promotional content. Information must be accurate, not misleading and include material information a buyer needs before ordering.

The seller keeps ownership of its content and grants DropKitchen a worldwide, non-exclusive, royalty-free licence to host, reproduce, format, display and communicate it only as needed to operate, promote and protect the service. The seller confirms it has the rights needed to grant that licence.

7. Orders and the buyer-seller contract

The seller's public page must identify the seller and present the product, full price, taxes where applicable, collection arrangements, cancellation position and other legally required information before the buyer submits an Order. The pilot product treats the Order as awaiting bank transfer until the seller records receipt and the buyer receives confirmation. UK counsel must confirm the precise point at which the buyer-seller contract forms and the published wording must state it consistently.

DropKitchen provides the order record and communication tools but is not the maker or supplier of the food. The seller must fulfil the accepted order at the agreed time and place. The buyer must provide accurate contact details, review allergen information, arrive within the stated collection window and use the food according to the seller's storage and handling instructions.

8. Prices, platform charges and taxes

The seller sets item prices and is responsible for displaying all mandatory charges and material information. DropKitchen must not add an unavoidable charge late in checkout. The final pilot fee model — including whether the pilot is free—must be stated before publication. Any later subscription, commission or other seller fee must be shown before the seller agrees to it.

Each seller is responsible for its own registration, income, corporation tax, VAT and other tax duties. DropKitchen may collect, verify, retain and report seller identity, transaction and fee information where platform-reporting or other law requires it. A seller must provide required information; refusal or inaccuracy may lead to future-commerce restriction.

9. Payments, refunds, disputes and cancellations

- The buyer instructs their own bank to pay the seller's nominated account. The seller's bank record is authoritative for receipt; DropKitchen displays only the operational status the seller records. Buyers must use only the details on the signed-in Order page, include the exact reference and stop if other instructions conflict.
- The seller is responsible for checking receipt and resolving refunds, overpayments, unmatched transfers and direct-payment disputes, subject to law. DropKitchen may provide Order evidence and operational tools but cannot reverse or guarantee a bank transfer.
- A buyer's statutory rights for faulty, unsafe, misdescribed or undelivered goods are unaffected.
- Many made-to-order or rapidly perishable food orders may be exempt from the ordinary change-of-mind cancellation right, but the seller must assess and clearly explain the position for the actual product and circumstances. These Terms do not create an exemption where law does not provide one.
- A seller cancellation must trigger prompt buyer notice and the legally required refund. The seller must actually return any received funds before recording a completed refund. A buyer should contact the seller through the Order route first; DropKitchen support may assist with platform records but does not replace statutory remedies.

- Refunding an order does not automatically return inventory to sale. The seller must make a separate, safe restock decision through the platform where available.

10. Pickup, fulfilment and no-shows

The seller must provide a clear collection location and window, taking account of privacy and safety. The buyer must use the collection instructions and avoid harassment, trespass or disclosure of a private address. The platform may record collected, no-show, refunded or another permitted outcome. A no-show label must be evidence-based and must not remove a buyer's statutory rights.

11. Messaging, followers and buyer data

- Operational messages may be sent to complete or protect an order, including OTP, receipt, payment, collection, cancellation, refund and safety notices.
- Marketing messages require the appropriate consent or other lawful basis. A service message must not be disguised marketing.
- A seller may use buyer data only for the order, safety, lawful customer service, record-keeping and marketing the buyer has lawfully agreed to receive.
- A seller must not export, scrape, sell, enrich, share or use buyer data for unrelated purposes, and must honour withdrawals and data-rights requests that apply to the seller.
- DropKitchen may provide controlled exports where product policy permits; the seller remains responsible for its independent use of exported data.

12. Reviews and public contributions

Reviews must reflect a genuine experience. Users must not submit fake, commissioned, undisclosed incentivised, defamatory, abusive, discriminatory or irrelevant content. Sellers must not suppress a genuine review merely because it is negative. DropKitchen may verify purchase, delay or moderate content, label incentives and remove content under a published moderation policy, with a review route where appropriate.

13. Acceptable use

You must not use DropKitchen to:

- Sell unlawful, unsafe, recalled, mislabelled or prohibited products, or evade an applicable registration, approval or restriction.
- Misrepresent identity, registration, hygiene status, ingredients, allergens, availability, price, tax or another material fact.
- Facilitate tax evasion, money laundering, transfer-reference manipulation, fraud or circumvention of bank-transfer or platform controls.
- Harass, threaten, discriminate against, exploit or unlawfully profile another user.

- Upload malware; interfere with security or availability; scrape protected data; reverse engineer contrary to law; or access another account without permission.
- Create fake Orders, payment confirmations, refunds, reviews, consent records or Drops to manipulate pilot status.
- Infringe privacy, confidentiality, intellectual-property or other rights.

14. Restrictions, suspension and termination

DropKitchen may restrict a listing, future checkout, messaging, account access or other capability where reasonably necessary for safety, law, payment status, fraud prevention, misuse, non-payment of platform fees or breach of these Terms. We may act immediately where delay creates material risk. Otherwise, we will aim to give reasonable notice and an opportunity to remedy.

Where permitted, the notice will identify the main reason, scope, duration or reinstatement step and how to request review. Termination does not erase payment, refund, safety, confidentiality, tax, data or liability obligations that are intended to survive.

15. Platform availability and changes

We aim to provide a reliable service but do not promise uninterrupted or error-free availability. We may maintain, update or discontinue features. We will use reasonable care and give proportionate notice of material changes where practical, especially changes affecting seller access, pricing or core contractual rights.

16. Intellectual property

DropKitchen and its licensors own the platform software, brand, design and documentation, excluding user content. We grant users a limited, revocable, non-transferable right to use the service for its intended purpose during the agreement. No right is granted to copy, resell or exploit the platform except as law or a separate written agreement permits.

17. Privacy and confidentiality

Our Privacy Policy explains DropKitchen's use of personal data. Sellers must comply with their own data-protection duties. Each party must protect non-public order, security, commercial and personal information and disclose it only where authorised or legally required.

18. Responsibility and liability

Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory rights, or any liability that cannot lawfully be excluded.

For buyers acting as consumers, DropKitchen is responsible for foreseeable loss caused by its failure to use reasonable care or comply with these Terms. DropKitchen is not responsible for business losses, or

for the seller's food, description, allergen accuracy, fulfilment or legal compliance except to the extent DropKitchen is independently responsible by law.

For sellers acting in business, indirect or consequential loss, loss of profit, revenue, anticipated savings, goodwill or data is excluded to the extent lawful. The proposed aggregate cap is the greater of £100 and the DropKitchen fees paid or payable by the seller in the twelve months before the event giving rise to the claim. This cap and its carve-outs require UK counsel and insurance review before publication.

A seller will indemnify DropKitchen against third-party claims and reasonable losses arising from the seller's unsafe or unlawful food, inaccurate allergen or product information, infringement, tax breach, misuse of buyer data or breach of law, to the extent the claim was caused by the seller and the indemnity is lawful. DropKitchen must mitigate loss and give reasonable control of defence.

19. Complaints and disputes

Order complaints should first be raised with the seller through the order route. Platform, privacy, safety or account complaints should use the published support route. We will acknowledge and investigate proportionately. These Terms do not prevent a consumer from using Trading Standards, an ombudsman or a court where available.

20. General legal terms

- If a court finds part of these Terms unenforceable, the rest continues in effect.
- A delay in enforcing a right is not a waiver of that right.
- You may not transfer your account or agreement without our consent. We may transfer the agreement as part of a genuine business reorganisation or sale if your rights are not materially reduced.
- No person other than the parties has a right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999, except where the Terms expressly say otherwise.
- Electronic notices may be sent through the account, website, email, SMS or another contact route you supplied, as appropriate to the notice.
- The governing-law draft is the law of England and Wales. Consumers keep any mandatory protections and court rights of the country in which they live.

Appendix 1 — Mandatory Seller Declaration

Product placement

Display this declaration before the first real-money Drop can accept checkout and require it again after a material wording change. Record the exact wording version, Seller, timestamp and source. The five statements below must match seller-declaration-v2 in the product.

Recommended declaration text

1. I confirm that I am responsible for registering my food business where required and for complying with the food hygiene, safety and trading rules that apply to me.
2. I will keep product, ingredient and allergen information accurate, update it before future orders, and promptly contact affected buyers if information changes after an order is placed.
3. During the invite-only bank-transfer pilot, buyers pay me directly using the bank details I provide. DropKitchen does not receive, hold or verify those funds.
4. I will check my own bank for the exact amount and order reference before marking an order as paid.
5. I am responsible for handling refunds, overpayments, unmatched transfers and payment disputes for those direct payments, and for keeping each order's payment status accurate in DropKitchen.

Required affirmative action

☐ I confirm the Seller Declaration above, agree to the current Seller Terms, and acknowledge the current Privacy Policy. This box must be empty by default. Link the approved Terms and Privacy Policy beside the action and provide a durable record.

Appendix 2 — Publication and Product-Control Checklist

Control	Required action	Status
Legal operator	Identify the contracting entity or sole trader, company number/legal form, service address and jurisdiction.	Publication blocker
Contacts	Create and monitor privacy, support, complaints and food-safety escalation routes.	Publication blocker
Counsel review	UK solicitor reviews seller/buyer contract structure, food-platform status, consumer wording, liability, indemnity and suspension process.	Publication blocker
Tax adviser	Confirm whether DropKitchen is a reportable platform, seller exclusions, collection timing, verification sources, reporting workflow and five-year record duty.	Publication blocker
ICO	Complete data-protection fee assessment; document controller roles and publish required registration details.	Publication blocker
Processor schedule	Name production hosting, database, storage, communications, analytics, support and security providers; execute DPAs.	Publication blocker
Transfer map	Identify processing countries, adequacy status, UK IDTA/Addendum and data-protection test.	Publication blocker
Retention schedule	Approve record-specific periods and deletion/anonymisation jobs, including orders, safety, tax, marketing and support.	Publication blocker
Special-category data	Add separate explicit consent and restricted handling if allergy or dietary notes reveal health data.	Product blocker
Cookie controls	Classify cookies/storage; block non-essential technologies until consent; publish cookie information.	Product blocker
Marketing consent	Separate seller marketing from service messages; record consent evidence and provide withdrawal/suppression.	Product blocker
Pilot admission	Restrict live commerce to four named Sellers; record identity, bank-details, messaging, rehearsal and readiness evidence.	Launch control
Seller identity display	Show seller legal/trading and contact information required before order; do not rely only on the platform brand.	Product blocker
Price and cancellation	Show complete price and material information before Order submission; explain product-specific cancellation and direct-refund position before transfer.	Product blocker
Review moderation	Publish a review policy, prevent fake reviews and avoid seller suppression of genuine negative reviews.	Launch control
Incident response	Approve privacy breach, food-safety, allergen, recall, payment-redirection fraud, direct-transfer and regulator playbooks.	Launch control
Insurance	Review cyber, professional, product/platform and public-liability coverage against the final contract.	Launch control
Versioning	Store Terms, Privacy Policy and declaration versions accepted for each order/seller event.	Launch control

Appendix 3 — Primary Sources and Review Notes

Sources were accessed for this drafting exercise in July 2026. They support the policy structure but do not replace fact-specific legal advice. The production team should re-check them immediately before publication and after material changes.

- [HMRC — Reporting rules for digital platforms](#) — Platform scope and reporting overview.
- [HMRC — Collect and verify digital-platform seller information](#) — Seller identity fields, verification and timing.
- [HMRC — Manage your digital-platform reporting](#) — Operational reporting process.
- [The Platform Operators \(Due Diligence and Reporting Requirements\) Regulations 2023](#) — Primary legislation for due diligence, reporting and records.
- [HMRC — Failure to prevent criminal facilitation of tax evasion](#) — Reasonable-prevention-procedure context.
- [GOV.UK — Food business registration](#) — Registration requirements, including home and online businesses.
- [FSA — Starting a food business and selling food online](#) — Food registration, distance sales, safety and allergen duties.
- [FSA — Allergen guidance for food businesses](#) — Mandatory allergen information and safer practice.
- [FSA — Aggregator onboarding aide-memoire](#) — Platform onboarding checks and authority contact boundaries.
- [FSA — Food brokers and agents](#) — Food-business-operator analysis for agents and brokers.
- [GOV.UK — Online and distance selling](#) — Pre-contract information, durable confirmation and cancellation overview.
- [GOV.UK — Accepting returns and giving refunds](#) — Consumer refund rules and perishable-goods exception.
- [GOV.UK — Unfair consumer contract terms](#) — Transparency and enforceability of consumer terms.
- [CMA — Fake reviews guidance](#) — Current review-integrity expectations.
- [CMA — Online review sites guidance](#) — Genuine reviews, moderation and platform controls.
- [CMA — Unfair commercial practices guidance](#) — Material information, misleading practices and price transparency.
- [ICO — What privacy information should we provide?](#) — Required privacy-notice content.
- [ICO — Guide to lawful basis](#) — Choosing and documenting lawful bases.
- [ICO — Special-category data conditions](#) — Explicit consent and other Article 9 conditions.
- [ICO — Cookies and similar technologies](#) — Consent and strictly necessary exemptions.
- [ICO — Direct marketing using electronic mail](#) — SMS, email and similar direct-marketing rules.

- [ICO — International transfers](#) — Adequacy, IDTA/Addendum and risk assessment.
- [GOV.UK — Consultation on extending online-marketplace VAT liability](#) — Policy development to monitor; consultation is not current law.

Document control

Version	Date	Status	Change
0.1	16 July 2026	Draft for legal review	Records ten-completed-Drop decision and first combined Privacy Policy and Terms drafts.
0.2	25 July 2026	Draft for legal, tax and privacy review	Replaces ten-Drop and Stripe pilot wording with the four-Seller direct bank-transfer model; aligns Appendix 1 with seller-declaration-v2.