

## SWIFTBEE LTD

### Terms and Conditions for Merchants

These Merchant Terms and Conditions ("**Merchant Terms**") (together with the documents referred to in them) contain the terms and conditions on which you (the "**Merchant**", "**you**" or "**your**") agree to access, and on which SwiftBee agrees to provide, on-demand delivery services for building supplies via its website at <https://www.swiftbee.co.uk/> ("**Website**") and mobile application (together the "**Platform**") (the "**Services**").

Please read these Merchant Terms carefully before you access the Services. By ticking the "*I have read and accept SwiftBee's Merchant Terms and Conditions*" box when engaging SwiftBee you indicate that you accept these Merchant Terms and that you agree to abide by them. Your right to access the Services is conditional upon your compliance with the terms set out in these Merchant Terms.

If you access the Services in your personal capacity, for example if you are a sole trader, you are personally bound by the terms of these Merchant Terms. If you access the Services in your capacity as an employee or representative of a Business (as defined below), you are binding the Business to the terms of these Merchant Terms.

Where you access the Services in your capacity as an employee or representative of a Business, you warrant that you have authority to bind the Business to the terms of these Merchant Terms and that by you accessing the Services, the Business is bound to the terms of these Merchant Terms.

These Merchant Terms were last updated on **16/04/2025**.

#### **1 Information about Us**

- 1.1 The Platform is owned and operated, and the Services are provided by SwiftBee Ltd, incorporated and registered in England and Wales under registration number 13381145, whose registered office is at 124 City Road, London, EC1V 2NX ("**we**", "**us**", "**our**" or "**SwiftBee**").

#### **2 Definitions**

- 2.1 The following definitions shall apply in these Merchant Terms:

**"Account"** means the account created by you on the Platform;

**"Agreement"** the agreement between SwiftBee and the Merchant for the provision of the Platform and the Services as governed by these Merchant Terms (and the documents referred to therein);

**"Business"** means an entity, company partnership or other corporate body;

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**"Collection Point"** means the designated location at the Merchant's premises as the collection point for the Products;

**"Commission"** means the commission payable by the Merchant to SwiftBee for completed Orders (calculated as a percentage of the Total Order Amount of an Order). The Commission percentage rate may be adjusted at any time by the Merchant on the Platform;

**"Confidential Information"** in relation to each party, means all confidential information or data (in whatever format) of that party, and all information and data which relates to that party's affairs, patients or customers, products, developments, know-how and/or personnel that is designated as confidential or which ought reasonably to be considered confidential (whether disclosed orally, in writing, in machine readable form or otherwise);

**"Contract"** means the contract between the Customer and the Merchant for the purchase and sale of the Products;

**"Customer"** means the customer that submit the Order for Products on the Platform;

**"Data Protection Legislation"** means all applicable laws and regulations related to the processing of personal data, including the Data Protection Act 2018 and the UK GDPR (having the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018));

**"Delivery Point"** means the location provided by the Customer as the delivery point for the Products (as set out in the Order Notification);

**"Delivery Time"** means the time for delivery of the Order as specified in the Order Notification;

**"Driver"** means a SwiftBee delivery driver that delivers Orders to Customers;

**"Intellectual Property Rights"** means patents, rights in inventions, copyright, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"Merchant Fee"** means the merchant fee calculated in accordance with clause 9.2;

**"Order"** means an order a Customer places on the Platform for any Product(s);

**"Order Notification"** means the order notification sent by SwiftBee to the Merchant which shall specify the details of the Order, including: (i) the name of the Customer or the person authorised to accept delivery on its behalf; (ii) the type and quantity of Products ordered; (iii) the Price, Service Fee and Small Order Fee (if applicable); (iv) the Delivery Point; (v) the Delivery Time and (vi) details of the Driver;

**"Price"** means the price payable by the Customer for the Products as detailed in the Order or on our Platform. The Price is exclusive of VAT, Service Fee, Small Order Fee (if applicable) and delivery costs unless stated otherwise;

**"Products"** means the building supplies listed on the Platform and supplied by the Merchant for purchase by Customers;

**"Service Fee"** means the flat rate service fee of £3.75 (subject to change) payable by the Customer to SwiftBee for completed Orders;

**"Small Order Fee"** means the small order fee payable by the Customer to SwiftBee for an Order (if applicable);

**"Total Order Amount"** has the meaning given in clause 9.2;

**"User"** means any employee or representative of a Merchant who is a Business and is given permission to use the Merchant's Account; and

**"VAT"** means sales or value added tax (and any similar tax in any applicable jurisdiction).

### **3 General Terms**

In addition to the terms and conditions set out in these Merchant Terms, the following shall also apply to you:

- (i) the Platform Terms of Use; and
- (ii) SwiftBee's Privacy Policy.

### **4 Your Account**

4.1 In order to access the Services and offer Products on the Platform, you must create an Account by signing up with an email address and password.

4.2 By creating an Account, you agree and confirm that:

- (a) all information you provide to SwiftBee for the purposes of creating an Account is true, accurate, current and complete;
- (b) you shall keep the password associated with the Account confidential and shall not disclose it to any other person (except, if you are a Business, to your Users solely on a need to know basis);
- (c) Accounts are personal and you shall not be permitted to transfer an Account to any other person; and
- (d) you shall contact SwiftBee immediately if you suspect any unauthorised use of or access to your Account.

4.3 Where your Users use your Account, you shall ensure they comply with these Merchant Terms. You are responsible for the acts and omissions of all your Users.

### **5 Services**

5.1 SwiftBee shall provide the Services in accordance with these Merchant Terms. For the avoidance of doubt, SwiftBee does not have (and shall not take) possession or ownership of any Products listed or sold through the Platform, and the Contract for the purchase and sale of the Products on the Platform shall be between the Customer and Merchant only. We have no responsibility or liability for the relationship between you and the Customer.

5.2 SwiftBee agrees to provide the Services:

- 5.2.1 diligently and in a professional and workmanlike manner using all reasonable care and skill; and
  - 5.2.2 in compliance with all applicable laws and regulations.
- 5.3 Subject to the Merchant complying with these Merchant Terms, SwiftBee grants the Merchant a non-exclusive, non-transferrable licence to access and use the Platform solely for the Merchant's own business purposes to sell Products to Customers via the Platform.
- 5.4 The licence in clause 5.3 does not include the right to grant sub licenses, except where the Merchant is a Business, the Merchant may permit its Users to access and use the Platform.

## **6 Products**

- 6.1 The Merchant may list Products on the Platform for purchase by Customers. The Merchant shall ensure that all such Products listed:
  - 6.1.1 comply with their description;
  - 6.1.2 are manufactured in facilities meeting good sustainability practices and conform to all generally accepted industry standards and practices;
  - 6.1.3 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Merchant;
  - 6.1.4 are free from defects in design, materials and workmanship; and
  - 6.1.5 comply with all applicable statutory and regulatory requirements.
- 6.2 The Merchant shall, upon SwiftBee's request, promptly provide SwiftBee with such information as SwiftBee reasonably requests in respect of the Products.

## **7 Orders**

- 7.1 An Order constitutes an offer by the Customer to purchase Products from the Merchant. We will send you an Order Notification via the Platform if a Customer places an Order for your Products.
- 7.2 Within 1 hour of receiving an Order Notification, you must either reject or accept that Order following the instructions on the Platform. If you do not accept or reject the Order within 1 hour of receiving an Order Notification, the Order will automatically be rejected.
- 7.3 The Contract between you and the Customer will come into effect when you accept the Customer's Order on the Platform. It is your responsibility to make sure you enter into an appropriate Contract with the Customer for the sale of the Products to the Customer.
- 7.4 You may choose to reject any Order in your sole discretion provided you act reasonably in all circumstances. SwiftBee reserves the right to suspend a Merchant's Account (and take all other action it deems necessary) if the Merchant fails to accept at least 65% of Orders without good reason.

## **8 Delivery**

- 8.1 The Merchant shall ensure that the Products are properly packed and secured in such manner as to enable them to reach the Delivery Point or Collection Point (as applicable) in good condition.
- 8.2 You may only use SwiftBee's Drivers to effect the delivery of an Order under a Contract.
- 8.3 When the Merchant uses SwiftBee's Driver for delivery:
- 8.3.1 it shall within 1 hour of accepting the Order promptly make available the Products specified in the Order at the Collection Point for collection by the Driver;
  - 8.3.2 the Products remain at the risk of the Merchant whilst they are in the possession of the Driver and the Merchant is responsible for ensuring them to their full replacement value; and
  - 8.3.3 delivery shall be deemed completed when the Driver delivers the Products to the Delivery Point.
- 8.4 The Merchant shall notify SwiftBee immediately if the Merchant knows or suspects there will be a delay in the delivery of the Products. The Merchant shall use its best endeavours to minimise any delays.
- 8.5 Orders shall be deemed completed once delivered in accordance with this clause 8.

## **9 Price, Fees and Payment**

- 9.1 Completed Orders for the sale and purchase of Products on the Platform shall entitle:
- 9.1.1 the Merchant to the Merchant Fee; and
  - 9.1.2 SwiftBee to the Commission.
- 9.2 The Merchant's Fee shall be calculated as the total aggregate Price plus the Service Fee plus the Small Order Fee (if applicable) plus delivery costs of the Order plus VAT due on the Order ("**Total Order Amount**") minus the Commission (and all VAT thereon).
- 9.3 The Merchant shall pay SwiftBee the Commission, (and all VAT thereon) immediately on completion of an Order (such amounts being deducted automatically from the Total Order Amount paid by the Customer).
- 9.4 SwiftBee shall pay the Merchant the Merchant Fee for each Order:
- 9.4.1 in sterling to the bank account nominated by the Merchant in its Account; and
  - 9.4.2 within 10 Business Days following completion of that Order,
- provided in all circumstances, that SwiftBee has received the corresponding Total Order Amount for the Order from the Customer in cleared funds.
- 9.5 The Merchant shall set the Commission percentage rate on the Platform. The Merchant may adjust the Commission percentage rate at any time on the Platform.

- 9.6 The sums paid to SwiftBee are all non-refundable.
- 9.7 If any dispute arises as to the amount of the sums payable by SwiftBee to the Merchant, the same shall be referred to SwiftBee's auditors for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.
- 9.8 SwiftBee may set off any liability of SwiftBee to the Merchant against any liability of the Merchant to SwiftBee.

## **10 Returns and Refunds**

- 10.1 SwiftBee is not responsible for arranging for the return of any Products by the Customer to the Merchant or for processing any refunds due to the Customer from the Merchant.

## **11 Warranty**

- 11.1 At the time of accepting this Agreement and throughout this Agreement, you warrant, represent and undertake that you:
- 11.1.1 will act:
    - (a) diligently and in a professional and workmanlike manner using all reasonable care and skill; and
    - (b) in compliance with all applicable laws and regulation;
  - 11.1.2 have and shall maintain all the licences, permissions, authorisations, consents and permits that you need to carry out your obligations under this Agreement and any Contract; and
  - 11.1.3 have the authority and right to enter into this Agreement, and by doing so, you will not be in breach of any obligation to any other person.

## **12 Limitation of liability**

- 12.1 The entire financial liability of SwiftBee (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to you and any other person in respect of (i) any breach of these Merchant Terms; (ii) any use made by you or any other person of the Platform or the Services; and (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Merchant Terms, shall be subject to this clause 12.
- 12.2 The Merchant acknowledges and agrees that:
- (e) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law in respect of the Platform or the Services are, to the fullest extent permitted by applicable law, excluded from these Merchant Terms;
  - (f) SwiftBee does not guarantee any minimum number of Orders or minimum level of Merchant Fees under this Agreement;

- (g) the Platform and the Services are provided to the Merchant on an “as is” basis and have not been specifically designed for the Merchant; and
- (h) the Merchant is solely responsible for the Products and the Merchant’s use of the Platform; and

and, therefore, SwiftBee shall have no liability to the Merchant, whether in contract, tort (including negligence), breach of statutory duty or otherwise, in respect of any of those matters.

12.3 Nothing in this Agreement shall limit or exclude a party’s liability for:

- 12.3.1 death or personal injury caused by negligence;
- 12.3.2 fraud or fraudulent misrepresentation; or
- 12.3.3 any other liability which cannot be lawfully limited or excluded.

12.4 Subject to clause 12.3:

- 12.4.1 and without prejudice to the remainder of this clause 12, SwiftBee shall not be liable, whether in contract (including under any indemnity), tort (including for negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, for any (i) loss of profits; (ii) loss of business; (iii) damage to goodwill and/or reputation; or (iv) any special, indirect or consequential loss, costs, damages, charges or expenses, arising under or in connection with these Merchant Terms ; and
- 12.4.2 SwiftBee’s total aggregate liability in contract (including under any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the performance or contemplated performance of the Agreement shall be limited to the total aggregate Commission paid by the Merchant to SwiftBee under the Agreement during the 12 months immediately preceding the date on which the claim arose.

## **13 Indemnity**

You hereby indemnify SwiftBee for and against all losses, damages, liabilities, and any and all costs, charges and expenses (including reasonable legal costs) suffered or incurred by SwiftBee arising out of or in connection with any claim made against SwiftBee by any person in respect of any Product.

## **14 Insurance**

- 14.1 During the term of the Agreement and for a period of 1 month after the expiry or termination of this Agreement, the Merchant shall maintain in force, with a reputable insurance company:
  - 14.1.1 Professional indemnity insurance at an amount not less than £1,000,000 per occurrence and in aggregate.
  - 14.1.2 Product liability insurance at an amount not less than £2,000,000 per occurrence and in aggregate; and

- 14.1.3 Commercial property insurance at an amount not less than £500,000 per occurrence and in aggregate,

in accordance with these Merchant Terms to cover the liabilities that may arise under or in connection with this Agreement and the Merchant shall produce to SwiftBee on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **15 Intellectual Property**

- 15.1 The Merchant acknowledges and agrees that SwiftBee and/or its licensors retain all title, rights and interest in and to the Intellectual Property Rights in the Platform and the Services. Except as expressly stated herein, these Merchant Terms do not grant the Merchant any rights to the Intellectual Property Rights in or to the Platform or the Services.
- 15.2 For the term of this Agreement, you hereby grant SwiftBee a non-exclusive royalty free, sub-licensable licence to use your business logo, mark and/or name (as applicable) as well as all other business materials (including Product photos, graphics and descriptions) in order for SwiftBee to provide the Services.
- 15.3 The Platform allows Customers to post comments and feedback on Products and Merchants. You agree that:
- 15.3.1 we have the right to use, copy, modify publish and distribute all such comments and feedback in any manner and on whatever media we may choose; and
- 15.3.2 you may not use any comments or feedback without our prior written consent.
- 15.4 Except to the extent set out in this clause 15, each party agrees that it neither has nor will obtain any rights in or to the other party's Intellectual Property Rights. Each party's Intellectual Property Rights shall remain the property of that party.

## **16 Data Protection**

- 16.1 SwiftBee will deal with any personal information that it collects or that you provide to SwiftBee about yourself or other employees or representatives (in the case of a Business) in accordance with its obligations under the Data Protection Legislation and its privacy policy (a copy of which is available on the Website as set out at clause 3).
- 16.2 The Merchant shall comply with its obligations under the Data Protection Legislation and shall display a link to its privacy policy on the Platform.

## **17 Term and Termination**

- 17.1 This Agreement shall commence on the date that you are first given access to the Services and shall remain in full force until terminated in accordance with this clause 17.
- 17.2 Without affecting any other right or remedy available to it, SwiftBee may terminate this Agreement with immediate effect by giving written notice to you, if:
- 17.2.1 you commit a material breach of any term of this Agreement; or



- 17.2.2 you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Agreement.
- 17.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement by giving the other party at least 2 months' written notice.
- 17.4 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other if the other party (i) makes any composition or arrangement with its creditors; or (ii) passes a resolution or an order is made for its winding up, other than for the purpose of a solvent amalgamation or reconstruction; or (iii) becomes subject to an administration order; or (iv) has a receiver or administrative receiver appointed over any of its assets, undertakings or business; or (v) ceases or threatens to cease to trade (either in whole or as to any part of its business involved in the performance of this Agreement), or becomes or is deemed insolvent, or is unable to pay its debts as they fall due; or (vi) takes or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction.
- 17.5 Termination of this Agreement howsoever arising shall not discharge either party from any existing obligation accrued prior to the date of termination (including any unfulfilled Orders under any Contract) which are intended either expressly or by implication to survive such termination (including clauses 10, 11, 12, 13, 14, 15, 16, 17.5 and 18 -21).

## **18 Force Majeure**

SwiftBee shall have no liability to the Merchant under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of SwiftBee or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, Covid-19, pandemic or epidemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of SwiftBee or its sub-contractors, Drivers or Merchants, provided that the Customer is notified of such an event and its expected duration.

## **19 Notices**

- 19.1 Any notice required or authorised to be given under these Merchant Terms shall be in writing and shall be:
- 19.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service to their registered office; or
- 19.1.2 sent by email to:
- (a) SwiftBee at [merchantsupport@swiftbee.co.uk](mailto:merchantsupport@swiftbee.co.uk)
- (b) You at the email address specified in your Account.
- 19.2 Any notice so given shall be deemed to have been received:

- 19.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - 19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
  - 19.2.3 if sent by email, at 9.00 am on the next Business Day after transmission provided a "failed transmission" notification (or equivalent) is not received by the sender.
- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

## **20 Assignment and Other Dealings**

- 20.1 SwiftBee may at any time assign, sub-licence, sub-contract, transfer, novate, mortgage, charge or otherwise encumber, create a trust over or deal in any manner with this Agreement or any of its rights, liabilities or obligations under this Agreement.
- 20.2 You shall not assign, sub-license, sub-contract, transfer, novate, mortgage, charge or otherwise encumber, create any trust over or deal in any manner with this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of SwiftBee.

## **21 General**

- 21.1 This Agreement constitutes the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understanding between them, whether written or oral, relating to their subject matter.
- 21.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 21.3 No variation to these Merchant Terms shall be effective unless it is in writing and signed by SwiftBee.
- 21.4 These Merchant Terms are current as at the date set out above. SwiftBee reserves the right to update these Merchant Terms from time to time by posting an updated version of these Merchant Terms on its Platform.
- 21.5 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.
- 21.6 If any clause or other provision in these Merchant Terms shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or provision or part of any clause or provision, all of which shall remain in full force and effect.

- 21.7 Nothing in these Merchant Terms shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the parties.
- 21.8 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
- 21.9 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim or matter brought by you in relation to this Agreement or its subject matter or formation.