

SWIFTBEE LTD

Terms and Conditions for Customers

These Customer Terms and Conditions ("Customer Terms") (together with the documents referred to in them) contain the terms and conditions on which you (the "Customer", "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 Customer Terms carefully before you access the Services. By ticking the "*I have read and accept SwiftBee's Customer Terms and Conditions*" box when engaging SwiftBee you indicate that you accept these Customer 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 Customer 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 Customer 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 Customer 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 Customer Terms and that by you accessing the Services, the Business is bound to the terms of these Customer Terms.

SwiftBee does not target its Services at, and these Customer Terms are not intended to apply to, "Consumers" within the meaning of the Consumer Rights Act 2015 or anyone under the age of 18.

These Customer Terms were last updated on 15/12/2025.

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 Customer Terms:

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

"Agreement" means the agreement between SwiftBee and the Customer for the provision of the Platform and the Services as governed by these Customer 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;

“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 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;

“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));

“Driver” means a SwiftBee delivery driver that delivers the Order to the Customer;

“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” means a merchant or manufacturer of the Products;

“Order” means an order the Customer submits on the Platform for Product(s);

“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, the 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 Merchants for purchase by the Customer;

“Service Fee” means the flat rate service fee of £3.75 (subject to change) payable by the Customer to SwiftBee for each Order;

“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 7.1;

“Users” means any employee or representative of a Customer who is a Business and is given permission to use the Customer’s Account; and

“VAT” means sales or value added tax (or any similar tax in any applicable jurisdiction).

3 General Terms

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

- (i) the Platform Terms of Use [[INSERT LINK TO PLATFORM TERMS OF USE](#)]; and
- (ii) SwiftBee's Privacy Policy [[INSERT LINK TO PRIVACY POLICY](#)].

4 Your Account

- 4.1 In order to access the Services and purchase Products on the Platform, you must create an Account by signing up with an email address, phone number 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 Customer 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 Customer Terms. For the avoidance of doubt, SwiftBee does not have 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 Merchant.
- 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 Customer complying with these Customer Terms, SwiftBee grants the Customer a non-exclusive, non-transferrable licence to access and use the Platform solely for the Customer's own business purposes to place Orders via the Platform.
- 5.4 The licence in clause 5.3 does not include the right to grant sub licenses, except where the Customer is a Business, the Customer may permit its Users to access and use the Platform.

6 Products and Orders

- 6.1 The Platform will display nearby Merchants and available Products from time to time that the Customer is able to submit Orders for.
- 6.2 You submit an Order for Products when you enter the required details on the checkout page and click on the checkout button to place your Order.
- 6.3 We encourage you to check the details of your Order and the total Price (and any applicable Service Fee, Small Order Fee and delivery costs), and to correct potential errors before placing your Order.
- 6.4 The Contract between you and the Merchant will come into effect when the Merchant accepts your Order on the Platform and we send an email to the email address you give us in your Account (and, if applicable, via push notification on the Platform) confirming the acceptance of your Order.
- 6.5 You acknowledge that a Merchant may reject any Order in its sole discretion provided it acts reasonably in all circumstances. We will notify you if the Merchant rejects your Order. We will not charge you for the Products, Service Fee, Small Order Fee or delivery costs if your Order is not accepted by the Merchant.
- 6.6 Once submitted, Customers may only cancel an Order before it has been accepted by a Merchant in accordance with clause 6.4. In such instance, the Customer will not be charged. If a Customer wishes to cancel an Order after it has been accepted by the Merchant, the Customer must contact the Merchant directly (and may do so via the Platform).
- 6.7 The description of the Products available on the Platform is based on the information provided by the relevant Merchant. You acknowledge that SwiftBee does not verify, censor or edit any Product description and shall not be liable for any description inaccuracy.
- 6.8 In order to display the Products, the Platform may contain links or references to non-SwiftBee websites, products, or other materials or content ("**Third-Party Content**"). By accessing and/or using the Platform, the Customer agrees that SwiftBee is not responsible or liable for any Third-Party Content or for the actions of any Merchants or other entities that provide or use such Third-Party Content. SwiftBee has no control over the Third-Party Content and SwiftBee does not monitor, verify, censor or edit any Third-Party Content.

7 Price and Payment

- 7.1 You must pay us the full Price of the Products, Service Fee, Small Order Fee (if applicable) and delivery costs (plus all VAT thereon) (the "**Total Order Amount**") at the time of the Order.
- 7.2 Where the Price does not include the Service Fee, Small Order Fee (if applicable) or delivery costs, such costs will be displayed on the Platform before you checkout.
- 7.3 All Prices and fees displayed are exclusive of VAT and other duties or taxes (if applicable) which you shall pay to SwiftBee in addition to any other payment.
- 7.4 The sums paid to SwiftBee are all non-refundable. If you believe you are entitled to a refund, you must obtain the refund from the Merchant.

8 Delivery

- 8.1 Communication Between Parties: By placing an Order, you acknowledge and agree that your contact telephone number will be shared with the assigned Driver and the Merchant as necessary for the sole purpose of communicating about the collection and delivery of your specific Order.
- 8.2 Delivery is deemed to take place once:
 - 8.2.1 the Products are delivered to the specific address you designate in your Order; and
 - 8.2.2 you acknowledge receipt of the Order by electronic signature on the Platform.
- 8.3 The Platform will display the estimated delivery time of the Order and Customers may track delivery progress via the Platform in real time.
- 8.4 Any timeframes quoted for delivery of the Products on the Platform are approximate only and the time for delivery is not of the essence. We will notify you if delivery is materially delayed for any reason. SwiftBee shall not be liable for any delays to delivery.

9 Cancellations, Returns and Refunds

- 9.1 Customers may only cancel Orders in accordance with clause 6.6.
- 9.2 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.

10 Warranty

- 10.1 You warrant and undertake:
 - 10.1.1 that you 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; and
 - 10.1.2 at SwiftBee's request, to provide a reasonable level of co-operation to SwiftBee in order for SwiftBee to perform the Services.

11 Limitation of liability

- 11.1 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 Customer 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 Customer Terms, shall be subject to this clause 11.
- 11.2 The Customer 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 Customer Terms;

- (f) the Platform and the Services are provided to the Customer on an "as is" basis and have not been specifically designed for the Customer;
- (g) the Customer is solely responsible for the Customer's use of the Platform including any decisions as to the suitability of any Products and as to the placing of Orders;
- (h) SwiftBee makes no warranties in respect of the Products and all warranties regarding the Products shall be given by the Merchant directly to the Customer under the Contract; and
- (i) SwiftBee does not warrant that the Third-Party Content is accurate or complete,

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

11.3 Nothing in this Agreement shall limit or exclude either party's liability for:

- 11.3.1 death or personal injury caused by negligence;
- 11.3.2 fraud or fraudulent misrepresentation; or
- 11.3.3 any other liability which cannot be lawfully limited or excluded.

11.4 Subject to clause 11.3:

- 11.4.1 and without prejudice to the remainder of this clause 11, 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 Customer Terms;
- 11.4.2 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 the Products; and
- 11.4.3 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 aggregate Total Order Amount paid by the Customer under this Agreement minus the amounts passed through to the Merchants) during the 12 months immediately preceding the date on which the claim arose.

12 Intellectual Property

- 12.1 The Customer 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 Customer Terms do not grant the Customer any rights to the Intellectual Property Rights in or to the Platform or the Services.
- 12.2 You hereby grant SwiftBee a royalty free, non-exclusive, sub-licensable licence to use your business logo, mark and/or name (as applicable) to indicate that you are or have been a Customer of SwiftBee subject to complying at all times with any branding instructions or guidelines notified to SwiftBee by you.
- 12.3 The Platform allows you to post comments and feedback on Drivers, Products and Merchants. By submitting any such comments or feedback, you agree that in doing so:
 - 12.3.1 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;
 - 12.3.2 you waive all moral rights in and to such comments or feedback; and
 - 12.3.3 to the extent that any material you post is protected by Intellectual Property Rights, you grant us a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free licence to use, copy, modify, publish and distribute any such material for any purpose related to our business.
- 12.4 Except to the extent set out in this clause 12, 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.

13 Data Protection

- 13.1 SwiftBee will deal with any personal information that it collects or that you provide to SwiftBee about yourself or other employees or representatives in 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).

14 Term and Termination

- 14.1 This Agreement shall commence on the date that you are first given access to the Services and shall remain in full force until termination of the Agreement in accordance with these Customer Terms.
- 14.2 Without affecting any other right or remedy available to it, SwiftBee may terminate this Agreement (including any Orders you have submitted) with immediate effect by giving written notice to you, if:
 - 14.2.1 you commit a material breach of any term of this Agreement; or
 - 14.2.2 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.

- 14.3 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.
- 14.4 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.
- 14.5 Termination of this Agreement howsoever arising shall not discharge either party from any existing obligation accrued prior to the date of termination or affect the continuing application of clauses which are intended either expressly or by implication to survive such termination (including clauses 11, 12, 13, 14.5, 15-18).

15 Force Majeure

SwiftBee shall have no liability to the Customer 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.

16 Notices

- 16.1 Any notice required or authorised to be given under these Customer Terms shall be in writing and shall be sent by email to:
 - 16.1.1 SwiftBee at support@swiftbee.co.uk
 - 16.1.2 You at the email address specified in your Account.
- 16.2 Any notice so given shall be deemed to have been received at 9.00 am on the next Business Day after transmission provided a "failed transmission" notification (or equivalent) is not received by the sender.
- 16.3 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

17 Assignment and Other Dealings

- 17.1 SwiftBee may at any time assign, sub-lodge, 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.

17.2 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.

18 General

18.1 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.

18.2 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.

18.3 No variation to these Customer Terms shall be effective unless it is in writing and signed by SwiftBee.

18.4 These Customer Terms are current as at the date set out above. SwiftBee reserves the right to update these Customer Terms from time to time by posting an updated version of these Customer Terms on its Platform.

18.5 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.

18.6 If any clause or other provision in these Customer 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.

18.7 Nothing in these Customer Terms shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the parties.

18.8 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.

18.9 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.