



## CUSTOMERS

# Beep Terms Of Service

**Last updated:** 17 December 2021

Welcome to Beep. This page (together with the documents referred to in it) tells you the terms (the “**Terms**”) which apply when you place a delivery order (the “**Delivery Order**”) from our beep.je website or mobile applications and related services (each referred to as an “**Application**”).

Please read these Terms carefully before creating a Beep account or using our Application. If you have any questions relating to these Terms please contact [support@beep.je](mailto:support@beep.je). If you are a consumer, you have certain legal rights when you order Items using our Application. You can find more information about these rights at: <https://www.gov.je/StayingSafe/ConsumerProtection>. Your legal rights are not affected by these Terms, which apply in addition to them and do not replace them. By setting up your Beep account, you confirm that you accept these Terms.

## 1. Information About Us

Beep is operated by Beep Limited, a company incorporated and registered in Jersey, UK , whose registered office is at 18 La Ville de L’Eglise, St. Peter, Jersey, JE3 7AR. Our Company registration number is 138251. You may contact us at [support@beep.je](mailto:support@beep.je), or by using the instant messaging facility on our website or delivery app.

## 2. Purpose

Our objective is to link you to the businesses we partner with (“**Partners**”), which range from restaurants, retailers and other approved organisations, and allow you to either,

- (1) use our delivery services as organised by our partners or,
- (2) place your delivery booking directly with us, so that we can collect your purchased items and deliver to your chosen destination (our “**Service**”).

Where you use our services via our Partner, Beep acts as an agent on behalf of that Partner to fulfil your delivery order and to manage your experience throughout the delivery process. Once you have placed a delivery order, delivery of your Items will be arranged by Beep (“**Beep Limited**”).

Where you order a delivery service directly with us through our [www.beep.ie](http://www.beep.ie) website, we act as your agent for the process of collecting your purchased items from our Partner and in the delivery of your purchased items to your chosen destination. Our delivery service may be carried out by one of our Beep employed drivers or riders, or by our affiliated partner.

## 3. Your Account

You can place delivery orders on our website either as a Guest or using your own Account. You can open an account on the Beep website at anytime. When you open an account you may create a password, or other secure login method, and may also have to provide credit card details. We use the services of approved payment providers who have the highest security arrangements in place to protect your information. You must keep any password you create, or other secure login method, secret, and prevent others from accessing your email account or mobile phone. If another person uses these methods to access your account, you will be responsible to pay for any Items or services they order, and we are not responsible for any other losses you suffer, unless the person using your password obtained it because we did not keep it secure.

You may close your account at any time by requesting to do so by contacting us using the contact details above. We may suspend your access to your account, or close it permanently, if we believe that your account has been used by someone else. We may also close your account if in our opinion you are abusing our Service (for example, by applying for refunds or credit to which we do not consider you are entitled, making repeated unreasonable complaints, mistreating our staff or riders, or any other good reason). If we close your account permanently, we will refund any remaining account credit you have validly obtained from our customer service team or website following any issue with an delivery order, by applying a credit to your registered credit card, or

if that is not possible for any reason, by way of a bank transfer using bank details (provided you have supplied them to us).

## 4. Orders

You must be aged 18 or older to use our Site and Service. By placing a delivery order through our website, you confirm that you are aged 18 or older. When you place a delivery order through our website, it needs to be accepted by us or the Partner before it is confirmed. We will send you a notification if your order has been accepted (the "**Confirmation Notice**"). The contract for the supply of any delivery service you have ordered comes into existence when we send the Confirmation Notice. You are responsible for paying for the delivery service charges ordered using your account, and for any other related service charges, and for complying with these Terms, even if you have ordered the delivery service for someone else. Some Partners operate a minimum order value policy. This will be displayed on their website.

All delivery orders are subject to maximum weight criteria. The standard delivery service is for orders weighing up to 10kgs. Any delivery orders up to a maximum of 15 kgs will have a surcharge cost applied. This surcharge cost is published on our website delivery service booking form.

## 5. Delivery

When you place a delivery order you will have the choice to place it as an ASAP Delivery or a Scheduled Delivery. For an ASAP Delivery, we will tell you an estimated delivery time for your Item before you place the order, but we will attempt delivery as soon as possible; you must therefore be available to accept delivery from the time you place the order. For a Scheduled Delivery, we will tell you the time when the Item is expected to be delivered; you must be available to accept delivery for ten minutes before and ten minutes after that time.

Unfortunately, despite our, and our Partner's best efforts, things do not always go to plan and factors such as traffic and weather conditions may prevent us from delivering your order on time. If your order is more than 15 minutes late, and we haven't notified you giving you the option to cancel your order, we will work with you to make things right unless you have caused the delay (e.g. because you gave us the wrong address or did not come to the door).

We will attempt delivery at the address you provide to us when you place your order. If you need to change the delivery location after you have placed your order, we may be able to change to the address to an alternative one that is registered with your account if you let us know before the rider has been dispatched, and the new address is within the same zone as the address you originally ordered your Item to.

If we cannot change the delivery address, you have the option to cancel the order, but if your delivery order is a food takeaway order, and the food preparation has started you will be charged the full price for the Item, and if the driver/rider has been despatched you will also be charged for delivery.

You will still be charged for the delivery in the event of a failed delivery if you have caused such failure for any reason. Reasons you might cause a delivery to fail include (but are not limited to):

- You do not come to the door, did not pick up the phone when the rider contacted you using the contact information you have provided us and/or you picked up the phone but then failed to provide access within a reasonable amount of time, and the rider is unable to find a safe location to leave the food.
- The driver/rider refuses to deliver the Item to you in accordance with section 7 (Age Restricted Products).

## **6. Your Rights if Something is Wrong With Your Order**

You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell us about (and we agree to) before you place your order. If you believe that the Items you have been delivered do not comply with these legal rights, please let us know. We may request a photograph showing the problem if it is something that can be seen by inspecting the Items.

Where there is a problem with your food order or retail product, we will inform our Partners that you have an issue/complaint, and we will ask them to contact you directly, because they as the contracting party in your sales transaction with them, and are responsible to you for the quality and condition of your purchased product.

Where there is a suspected problem with your purchased item due to the condition or effects of our delivery service, we will investigate immediately once reported to us. We ask that such complaints are raised with us as soon as possible, but within a maximum of 4 hours.

We will provide a refund or account credit to the value of our delivery charge in respect of delivery if the whole order was affected, unless we have reasonable cause to believe that the problem was caused after delivery.

Prior to processing your refund or account credit, we may take into account relevant factors including the details of the order, including your account history, what happened on delivery and information from the Partner.

## 7. Age Restricted and Regulated Products

Age restricted products (including, without limitation, alcohol, tobacco and cigarettes) can only be sold and delivered to persons aged 18 or over. By placing an order for an age restricted product, you confirm that you are at least 18 years old. Beep operates an age verification policy whereby customers ordering age restricted products will be asked by the driver/rider to provide proof that they are aged 18 or over before the delivery is completed. The driver/rider may refuse to deliver any age restricted product to any person unless they can provide valid photo ID proving that they are aged 18 or over. The Partner and the driver/rider may refuse to deliver alcohol to any person who is or appears to be under the influence of either alcohol or drugs. Orders for items containing alcohol may only be delivered to a location that is a residential or business address. If delivery of any age restricted product is refused, you will still be charged for the relevant Item and for delivery.

Certain of our Partners may offer delivery services for medicines or prescriptions on Beep. These products are sold by our Partners. Details of our Partners' registrations to sell medicines can be found on their own respective websites and other relevant information forums provided by them to the public. The sale of medicines in the EU is regulated by the Medicines and Healthcare Products Agency, whose contact details in the UK are:

Address: MHRA 151 Buckingham Palace Road, London SW1W 9SZ

Email: [info@mhra.gsi.gov.uk](mailto:info@mhra.gsi.gov.uk)

Telephone: 020 3080 6000

## 8. Cancellation

If you wish to cancel a delivery order before it becomes a Confirmed Order, please contact us immediately, via our website or delivery app.

If the Partner confirms the delivery order was not a Confirmed Order, we will refund your delivery service payment. If you cancel any delivery order after it becomes a Confirmed Order, you will be charged the full price for the delivery service if the driver/rider has been despatched for delivery.

You will not be charged for any orders cancelled by us or the Partner, and we will reimburse you for any delivery service charge payment already made using the same method you used to pay for your order. We may also apply credit to your account to reflect the inconvenience caused.

## 9. Prices Payment and Surcharges

Your use of our Delivery Service is subject to the payment of our service fee. Our service fee is calculated on a fixed fee basis per order (exclusive of GST) for standard weight orders, with a surcharge applied for orders weighing between 10kgs to our maximum weight of 15kgs (Delivery Service Fee). This service fee and surcharge amount can be subject to change at any time.

When making a delivery booking directly with Beep via our website, the service fee must be paid in full prior to us confirming the order.

You confirm that you are using our Service for personal, non-commercial use. You will be notified of any applicable Service Fee and taxes prior to purchase of our delivery service on the checkout page on our website. No changes will affect existing confirmed orders, unless there is an obvious pricing mistake. If there is an obvious pricing mistake, we will notify you as soon as we can and you will have the choice of confirming the order at the original price or cancelling the order without charge and with a full refund of any money already paid.

The standard delivery charge will apply for all orders weighting up to 10kgs and a surcharge will apply to any ordering weighting between 10kgs and the maximum 15kgs Beep with accept. The standard delivery charge and surcharge amounts will be published on our website when you go to book a delivery with us directly.

The total price of your delivery order will be set out on the checkout page on our website, including the prices of Delivery and applicable Service Fees and taxes. Should a situation arise where the delivery order items weight more than what had been paid for using our standard weight charge, you will need to make the additional surcharge payment.

Payment for all Items and deliveries can be made on our website by credit or debit card, or other payment method made available by Beep. Once your delivery order has been confirmed your credit or debit card will be authorised and the total amount marked for payment. Payment is made directly to Beep where you are booking our delivery services directly with us. Payment may also be made by using account credit. Use of these is subject to Beep's Account Credit Terms.

Where cash payment is possible, this will be made clear on our website before you place your order.

## 10. Tips

### **When Placing Your Delivery Order:**

When you place a delivery order directly with us, you will have the option to pay a tip to your driver/rider. Any payment will be collected by Beep using the payment method

used for the original order and your driver/rider will receive 100% of any payment you choose to make.

**After You've Received Your Delivery Order:**

Once you've received your delivery order, you may receive a notification giving you the chance to pay a tip to your driver/rider. Beep will collect payment on behalf of the driver/rider, as their limited payment collection agent, and payment of the tips shall be considered a direct payment from you to the driver/rider. We'll share your first name with your driver/rider when we notify them of the tip. Your driver/rider will receive 100% of any payment you choose to make. As this payment is made after you receive your delivery order, this payment is non-refundable and does not form part of your delivery order. Depending on the payment method used for your original delivery order, your tip may show up on your bank/credit card statement as a separate payment.

## **11. Our Responsibility for Loss or Damage That You Suffer**

We are responsible to you for any loss or damage that you suffer that is a foreseeable result of our breaking these Terms or of failing to use reasonable care and skill in relation to your use of our Service. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is "foreseeable" if it is either obvious that it will happen, or if you told us that it might happen, for example if you tell us about particular circumstances that might increase the loss or damage arising from our breach of these Terms before you place a delivery order.

We do not exclude or limit our responsibility to you for loss or damage where it would be unlawful to do so. This includes any responsibility for death or personal injury caused by our failure, or our employees', agents' or subcontractors' failure, to use reasonable care and skill; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Items, as summarised at part 7 above; or for defective Items under the Supply of Goods and Services (Jersey) Law 2009. Subject to the previous paragraph, we are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms, or as a result of any IT hardware or software failure other than a failure in our website and delivery app.

## **12. Data Protection**

We process your personal data in accordance with our Privacy Policy which can be found [here](#).



## 13. Other Terms

If either we or you have any right to enforce these Terms against the other, that right will not be lost even if the person who has the right delays enforcing it, or waives their right to enforce it in any instance. If a court or other authority decides that any part of these Terms is illegal or ineffective, the rest of the terms will be unaffected and will remain in force.

We may change these Terms from time to time. If we make any changes which affect your rights in relation to our Service, we will notify you. Changes to the Terms will not affect any orders you have placed where we have sent the Confirmation Notice. These Terms are governed by Jersey law and you can bring legal proceedings in relation to our Service in the Jersey courts.

# Beep Terms Of Use For Website And Applications

## 1. Accessing Our Service Or Our Services

Access to our Site and to our Service is permitted on a temporary basis, and we reserve the right to withdraw or amend access to our Site or our Service without notice (see below). You must be aged 18 or older to use our Site and Service. We will not be liable if, for any reason, our Site or our Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts our Site or our Service, or our entire Site or Service to users who have registered with us. You are responsible for maintaining the confidentiality of your login details and any activities that occur under your account. If you have any concerns about your login details or think they have been misused, you should contact [support@beep.ie](mailto:support@beep.ie) straight away to let us know. We can deactivate your account at any time.

## 2. Acceptable Use

You may use our Service only for lawful purposes. You may not use our Site or our Service in any way that breaches any applicable local, national or international law or regulation or to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards in clause 6 below. You also agree not to access without authority, interfere with, damage or disrupt any part of our Site or our Service or any network or equipment used in the provision of our Service.



### **3. Interactive Features Of Our Site or Social Media accounts**

We may from time to time provide certain features which allow you to interact through our Site or our Service or Social Media accounts. Generally, we do not moderate any interactive service we provide although we may remove content in contravention of these Terms of Use as set out in section 5. If we do decide to moderate an interactive service, we will make this clear before you use the service and normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

### **4. Content Standards**

These content standards apply to any and all material which you contribute to our Service (the "**Contributions**"), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contributions as well as to its whole. Contributions must be accurate (where they state facts), be genuinely held (where they state opinions) and comply with applicable law in Jersey and in any country from which they are posted. Contributions must not:

- contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory, promote sexually explicit material or promote violence or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trademark of any other person;
- be likely to deceive any person or be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence or promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that they emanate from us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **5. Suspension And Termination**

Failure to comply with section 2 (Acceptable Use) and/or 4 (Content Standards) in these Terms of Use constitutes a material breach of the Terms of Use, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Service;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our Service;
- issuing of a warning to you;
- legal action against you including proceedings for reimbursement of all costs on an (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in this clause are not limited, and we may take any other action we reasonably deem appropriate.

## **6. Intellectual Property Rights**

We are the owner of or the licensee of all intellectual property rights in our Site and our Service, and in the material published on it (excluding your Contributions). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any content on our site in any way except for your own personal, non-commercial use.

## **7. Reliance On Information Posted**

Commentary and other materials posted on our Service are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Service, or by anyone who may be informed of any of its contents.

## **8. Our Site And Our Service Change Regularly**

We aim to update our Site and our Service regularly, and may change the content at any time. If the need arises, we may suspend access to our Site and our Service, or close them indefinitely. Any of the material on our Site or our Service may be out of date at any given time, and we are under no obligation to update such material.

## **9. Our Liability**

We have taken every care in the preparation of our Site and our Service. However, we will not be responsible for any errors or omissions in relation to such content or for any technical problems you may experience with our Site or our Service. If we are informed of any inaccuracies on our Site or in our Service we will attempt to correct this as soon as we reasonably can. To the extent permitted by law, we exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our Site, our Service, and any website linked to our Site and any materials posted on it. This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

## **10. Information About You And Your Visits To Our Site And Use Of Our Service**

We collect certain data about you as a result of you using our Service. This is described in more detail in our privacy policy.

## **11. Uploading Material To Our Site And Our Service**

Any material you upload to our Service or data that we collect as set out above (section 10) will be considered non-confidential and non-proprietary, and you acknowledge and agree that we have the right to use, copy, distribute, sell and disclose to third parties any such material or data for any purpose related to our business. To the extent that such material is protected by intellectual property rights, you grant us a perpetual, worldwide, royalty-free licence to use, copy, modify, distribute, sell and disclose to third parties any such material or data for any purpose related to our business.

## **12. Links From Our Site**

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **13. Jurisdiction And Applicable Law**

The Jersey courts will have jurisdiction over any claim arising from, or related to, a visit to our Site or use of our Services. These terms of use and any dispute or claim arising

out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Jersey.

## **14. Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

## **15. Your Concerns**

If you have any concerns about material which appears on our Service or your customer experience of our Service, please contact [support@beep.ie](mailto:support@beep.ie) or alternatively call us on 07797 738743.