



## Business Partners

### Beep Delivery Service

Last updated: 17 December 2021

#### These terms

These terms (“**Terms**”) apply to your access to and use of Delivery Service on the [beep.ie](https://beep.ie) website and our mobile app (the “**Platform**”), and for the use of our Delivery Service.

This service is provided by Beep or us (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).

By agreeing to these Terms you confirm that:

- You have authority to do so and to bind the person or company you are accepting for.
- You accept our offer to provide the Delivery Service on these terms.
- You agree to and will comply in full with these terms.
- Your satisfactory completion of certain checks (company ID, company director information, insurance cover etc.) required by Beep from time to time is a condition of this contract coming into effect.

This forms a contract between you and Beep, which commences on the later of the date of your acceptance and the date on which you have completed Beep’s onboarding checks from time to time to Beep’s satisfaction. You should save a copy of these terms for your records.

We may make changes to these terms from time to time. We’ll notify you of material changes before they happen.

If you access or use the Delivery Service after being notified of a change, you're deemed to have accepted that change.

If you have questions about these terms or our Delivery Service, please contact us at [support@beep.je](mailto:support@beep.je). If we need to contact you, we'll do so via the email address you have provided to us.

## **What is the Delivery Service?**

The services on offer and to be agreed between us will relate to one or both delivery service options provided by Beep;

### **1. Customers booking a delivery directly with Beep**

Where customers book directly with us via our website or app, for the collection and delivery by Beep of their purchased items which they have bought from you, and where you (possibly) provide only a "click and collect" service.

### **2. Business Partner using our delivery services**

Where you engage the services of Beep for the delivery of your customers' purchases (food or non-food) to their home or office address.

We can provide delivery services for both food and non-food items.

The key points to note in relation to our delivery services are as follows;

- Food delivery:

It is a requirement that in order to use the Beep delivery service for take-away food orders you must have procured the services of Hungry Place for the placing of orders to be fulfilled by the delivery service by agreeing and entering into a separate contract with Hungry Place.

- Weight restrictions:

Our delivery fee is for a delivery order up to our standard order weight of 10kg, with a surcharge being applied to any order up to a maximum of 15 kgs.

- Delivery order requests:

(1) Originated by the customer - Where the customer has selected your business from our approved Business Partner list, we will check with you that the customer receipt number or item number or order number is a match (and/or combination of these), and that you have the item ready for collection and delivery by Beep.

(2) Originated by you, our Business Partner – we will work with you to ensure we establish an efficient process for the exchange of delivery order information.

By signing up to our Delivery Service, you authorise Beep to act as your agent to ensure the fulfilment of those orders that have been requested directly of us by the customer and agreed by you, or for those orders you have assigned to us.

## **Delivery Service Fees**

Your use of our Delivery Service is subject to our applicable 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 surcharge amount can be subject to change at any time.

Invoices will be sent by Beep every two weeks and must be settled by you upon receipt of the invoice.

There is no offset allowed against invoices due for payment for any invoice or part invoice which may be in dispute. Any dispute of an invoice must be brought to our attention within 48 hours of issuance. We will investigate and report back within 14 days. Corrections will be made where agreed and any refund or credit on your account will be made for any error on our part.

### What we will do

- If you are new to Beep, when you accept these terms we will onboard you onto our Platform. You agree that we may subcontract part of the onboarding process.
- We will look to integrate our delivery management system with your epos system or similar ordering system, to achieve a seamless method of exchanging customer delivery information.
- We will, subject to our rights to suspend your use of Delivery Service under these terms, display your business on the Platform as available for Delivery.
- Provide general support services for customers to deal with complaints or enquiries relating to Delivery at no cost to you. Any complaints relating to the order being delivered will be communicated to you as soon as possible.
- Procure the delivery of Delivery orders from you to the customer (Delivery Services) using delivery driver/riders authorised by Beep to carry out the Delivery Services (Driver/Riders).

## What you must do

You must:

### *Onboarding and set-up*

- Provide all information, materials and assistance reasonably required by Beep to onboard you to the Platform or launch Delivery Service for you. You must ensure that the information you provide to Beep and customers in or in respect of your use of Delivery Service is complete and accurate in all material respects.
- Display any Delivery Service signage provided by Beep in accordance with our instructions.

### *Use of Delivery Service*

- Each Delivery order must not exceed our maximum delivery order weight of 15kgs -a surcharge may apply for orders weighting between 10kgs and 15kgs.
- Ensure that Delivery orders are prepared using all due skill, care and diligence in line with best practice in your industry.
- Ensure that all Delivery orders are packaged in a way that avoids tampering, minimises spillages, and, for food, maintains the order at an appropriate temperature.
- Prepare Delivery orders promptly, accurately and in accordance with the timescales communicated via the Platform. In particular, you must ensure that items:
  - (a) correspond with the descriptions provided to Beep;
  - (b) are not harmful to health or the environment;
  - (c) are safe and fit for transportation;
  - (d) are safely, securely and appropriately packaged at all times (including as reasonably required to withstand delivery); and
- Ensure that Delivery orders are available for collection by our Drivers/Riders in a timely manner at the time communicated on the Platform and to keep Drivers/Riders waiting for Delivery Orders for no longer than five minutes.
- Ensure that the order number on the Delivery order packaging corresponds with the order number provided by Beep before the Delivery order is handed over to the relevant Driver/Rider.

### *General Requirements*

- Maintain the security and confidentiality of any access credentials we provide to you at all times. You are responsible for the actions of any person using your access credentials.
- Comply with all applicable laws and licensing, registration and approvals requirements at all times, and any and all Beep policies made available to you from time to time.
- Without prejudice to your general obligation above, you warrant that you have not and will not do anything that breaches any applicable code, law, and/or sanction relating to the prevention or prohibition of bribery, money laundering, illegal use or handing of drugs and similar activities. You must immediately notify Beep if you become aware of any breach of this clause.
- Cooperate with Beep and provide, in a timely manner, such assistance and information as Beep may reasonably require.

## **Software**

We may make software available to you to use on your equipment so that you can use Delivery Service. This software constitutes Beep IP (see below) and it remains our property at all times. Where relevant, you must promptly implement any patches, updates, upgrades and/or new versions of such software that we release from time to time.

## **Intellectual property**

All rights, title and interest in and to the Platform, any software we provide for your use and any other materials we provide to you under or in connection with these terms are and shall at all times remain Beep's intellectual property (Beep IP). We grant you a limited, non-exclusive, non-transferrable, non-sublicensable, revocable licence to use the Beep IP in Jersey during the Term for the sole purpose of using Delivery Service.

You must not (and shall not permit any third party to):

- copy, adapt, reverse engineer, decompile, modify or make error corrections to any Beep IP other than with our express prior written consent;
- breach, disable, tamper with, or develop or use any workaround for any security measure in any Beep IP or otherwise do anything that disrupts any Beep IP, Beep or any person

Beep grants you a non-exclusive, royalty-free, non-sublicensable, non-transferable licence to use Beep branding, which includes the "Beep" logo,

name and/or website address for the Term in Jersey to allow you to advertise Delivery Service at your sites. You must comply with any Beep policy issued from time to time.

You grant us and our affiliates a non-exclusive, royalty-free licence to use your branding which includes your logos, name and website address(es) for the Term in Jersey. You warrant and undertake that your branding does not and will not infringe any third party intellectual property rights. We can use your branding on the Platform, for marketing purposes and as reasonably necessary to provide Delivery Service.

Except for these limited licences:

- Beep retains ownership of and all rights in and to Beep branding; and
- You retain ownership of and all rights in and to your branding.

We may collect data about your use of Delivery Service. By using Delivery Service you agree to us collecting and using this information. We may use this information for various purposes, including to improve, maintain, protect and develop our products, and to provide Services to you.

## **Non-solicitation**

During the term of this contract, and for the period of six months after its termination (for whatever reason), you undertake not to directly or indirectly, and whether on your own behalf or on behalf of any other person, firm, company or other organisation, induce or encourage any Rider to leave Beep or employ, or contract for services with, any Rider.

You accept that these restrictions are reasonable and necessary to protect the legitimate business interests of Beep.

## **Suspension and termination**

We may suspend your use of the Platform on giving you notice if we know or suspect you have breached these terms, or if we otherwise consider suspension reasonably necessary taking account of all relevant circumstances.

We will give you the reasons for the suspension where permitted by law. We will maintain the suspension until you have remedied the breach to our reasonable satisfaction or we no longer consider the suspension necessary in the circumstances.

These terms take effect on acceptance (see above) and continue until terminated by either party giving two months' written notice to the other. If permitted by law and where we consider immediate termination necessary in

the circumstances, we may give you written notice to terminate these terms with immediate effect.

## **Data protection**

In these terms “**Protected Data**” means personal data about a customer of yours (a “**Data Subject**”) who is using the Delivery Service.

### Use of Protected Data

The parties acknowledge and agree that, in respect of the Protected Data, each party is an independent controller. Each party shall comply with applicable data protection laws and its obligations under these terms in connection with the access to and use of Protected Data.

Each party may deal at its discretion with all Data Subject requests and complaints that it receives directly from a Data Subject or the person making the Complaint.

Each party agrees to provide reasonable and prompt assistance to the other party as necessary to assist the other party to ensure compliance with its obligations under the Data Protection (Jersey) Law 2018 and enable the other party to comply with Data Subject requests and/or respond to other queries or Complaints received from Data Subjects or the Jersey Information Commissioner, in each case related to the Protected Data.

## **Legal terms**

SAVE AS SET OUT BELOW, WE EXCLUDE ALL LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE HAVE NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR SPECIAL DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE OR BUSINESS ARISING OUT OF OR RELATING TO DELIVERY SERVICE, ORDERS PLACED BY CUSTOMERS USING DELIVERY SERVICE OR THESE TERMS.

Beep will be responsible for customer claims that a Delivery Order has been damaged in the course of the Delivery Services or, with food, that it is not an appropriate temperature on delivery where the Delivery Services took more than 30 minutes (except where the Delivery Order wasn't packaged in accordance with these terms).

DELIVERY SERVICE IS OTHERWISE PROVIDED AS-IS. WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO DELIVERY SERVICE INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON INFRINGEMENT OF THIRD-PARTY RIGHTS.

Each party shall not at any time during this agreement and for a period of two years after termination of this agreement, use or disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as necessary to perform its obligations or exercise its rights under these terms. A party may disclose the other's confidential information if required by law, provided it notifies the other in advance where permitted.

These terms are the entire agreement between us in relation to Delivery Service. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.

A delay in enforcing these terms is not a waiver. If part of these terms is found to be illegal or unenforceable, the rest of the terms remain in force. Neither of us will be in breach of these terms or liable for delay in performing, or failure to perform, any of its obligations under these terms if the delay or failure results from events, circumstances or causes beyond our reasonable control.

These terms are governed by the laws of Jersey. The courts of Jersey have exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with these terms.