

SWIFTBEE LTD

Terms and Conditions for Delivery Drivers

These Delivery Driver Terms and Conditions ("**Driver Terms**") (together with the documents referred to in them) contain the terms and conditions on which you (the "**Driver**", "**you**" or "**your**") agree to provide same-day delivery services on behalf of SwiftBee (the "**Delivery Services**") in relation to SwiftBee's offering for 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 Driver Terms carefully before you access the Platform and provide the Delivery Services. By ticking the "*I have read and accept SwiftBee's Delivery Driver Terms and Conditions*" box when engaging SwiftBee you indicate that you accept these Driver Terms and that you agree to abide by them. Your right to access the Platform and be engaged by SwiftBee as a delivery driver is conditional upon your compliance with the terms set out in these Driver Terms.

These Driver Terms were last updated on 03/02/2026.

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 Driver Terms:

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

"Agreement" means the agreement between SwiftBee and the Driver for SwiftBee's provision of the Platform and the Driver's provision of the Delivery Services as governed by these Driver Terms (and the documents referred to therein);

"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);

"Collection Point" means the designated location at the Merchant's premises as the collection point for the Products (as set out in the Delivery Instructions);

"Customer" means those customers that submit Orders 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 Instructions" means (i) the name the Customer or the person authorised to accept delivery on its behalf; (ii) the Collection Point; (iii) the Delivery Point; (iv) the Delivery Time; (v) the particulars of the Products within the Order and (vi) any other instructions concerning delivery;

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

"Delivery Request" means a request for delivery of an Order on the Platform;

"Delivery Time" means the delivery timeframe for the Order specified in the Delivery Instructions;

"Driver Requirements" means SwiftBee's criteria and requirements for Drivers on the Platform (as may be amended and/or updated from time to time) including but not limited to: full driving licence which permits you to be a SwiftBee delivery driver in the UK (or applicable territory), fully comprehensive vehicle insurance for the Vehicle (which covers business use as a SwiftBee delivery driver), other comprehensive insurance (including hire and reward insurance and goods in transit insurance), proof of right to work, age, bank account, driving offences and criminal conviction requirements;

"Fees" means the fees payable by SwiftBee to the Driver for the Delivery Services;

"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;

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

"Price" means the price payable by the Customer for the Products plus ancillary fees, delivery costs and VAT as detailed in the Order;

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

"Merchant" means the merchant or manufacturer of the Products;

"VAT" means sales and value added tax (and any similar tax in any applicable jurisdiction);

"Vehicle" means the vehicle you use to perform the Delivery Services; and

“Vehicle Requirements” means SwiftBee’s criteria and requirements for the Vehicle which may be of a general nature or specific to a particular Order (as may be amended and/or updated from time to time).

3 General Terms

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

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

4 Driver Requirements, Vehicle Requirements and your Account

4.1 In order to access the Platform and provide the Delivery Services, you must:

- 4.1.1 create an Account by signing up with an email address, phone number and password;
- 4.1.2 be the owner of the Vehicle or satisfy us that you have the right to use the Vehicle as a SwiftBee delivery driver; and
- 4.1.3 meet the Driver Requirements and the Vehicle must meet the Vehicle Requirements.

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

- 4.2.1 all information and documentation you provide to SwiftBee for the purposes of (i) creating an Account and (ii) SwiftBee’s verification of your compliance with the Driver Requirements is true, accurate, current and complete;
- 4.2.2 you shall keep the password associated with the Account confidential and shall not disclose it to any other person;
- 4.2.3 Accounts are personal and you shall not be permitted to transfer an Account to any other person; and
- 4.2.4 you shall contact SwiftBee immediately if you suspect any unauthorised use of or access to your Account.

4.3 SwiftBee will notify you of the Driver Requirements and Vehicle Requirements on the Platform. You must, at the time of creation of your Account and at all times thereafter while in the provision of the Delivery Services, meet the Driver Requirements and the Vehicle must meet the Vehicle Requirements.

4.4 You shall not be able to provide the Delivery Services or receive any Fees until SwiftBee has verified that you meet the Driver Requirements and the Vehicle meets the Vehicle Requirements. Where SwiftBee in its sole discretion determines that you do not meet the Driver Requirements or the Vehicle does not meet the Vehicle Requirements, or are otherwise not suitable to perform the Delivery Services, SwiftBee reserves the right to cancel the Delivery Services and / or permanently disable or suspend your Account.

4.5 SwiftBee reserves the right to amend and update the Driver Requirements and / or Vehicle Requirements from time to time. Where SwiftBee amends and/or updates

the Driver Requirements or Vehicle Requirements, it shall notify you of the timeframe for complying with such further Driver Requirements or Vehicle Requirements where applicable.

- 4.6 You may delete your Account at any time (providing there is no existing Order for which you are providing the Delivery Services) by notifying SwiftBee using the contact details set out at paragraph 14 of the Platform Terms of Use or following the steps specified in the Platform.
- 4.7 SwiftBee reserves the right in its sole discretion to suspend or permanently disable your Account for any breach of these Driver Terms by you (including for any failure to meet the Driver Requirements or Vehicle Requirements).

5 Licence

- 5.1 Subject to the Driver complying with these Driver Terms, SwiftBee grants the Driver a non-exclusive, non-transferrable licence, without the right to grant sub-licenses, to access and use the Platform solely for the Driver's own business purposes to receive and fulfil Delivery Requests.

6 Delivery Requests

- 6.1 The Platform will display incoming Delivery Requests from time to time that the Driver is able to accept and provide the Delivery Services for.
- 6.2 Drivers may reject or accept incoming Delivery Requests on the Platform in their sole discretion. You acknowledge that SwiftBee may suspend or permanently disable a Driver's Account if a Driver fails to accept at least 65% of Delivery Requests without good reason.
- 6.3 The Delivery Services will be awarded to the first Driver to accept the Delivery Request on the Platform.

7 Delivery Services

- 7.1 Drivers shall provide the Delivery Services in accordance with these Driver Terms.
- 7.2 Where the Driver accepts an incoming Delivery Request, the Platform will display the Delivery Instructions. The Driver shall provide the Delivery Services in accordance with the applicable Delivery Instructions.
- 7.3 The Driver shall be responsible for inspecting and taking pictures of the Products subject of an Order at both the Collection Point and the Delivery Point to ensure that the Products are not broken, damaged or do not otherwise comply with an Order. You must contact SwiftBee immediately if Products are broken, damaged or do not otherwise comply with an Order.
- 7.4 Communication Between Parties: By accepting a Delivery Request, you acknowledge and agree that your contact telephone number will be shared with the Customer and Merchant involved in the Order. This sharing is for the sole purpose of facilitating communication regarding the collection, transit, and delivery of that specific Order.
- 7.5 In performance of the Delivery Services, the Driver shall:

- 7.5.1 provide such reasonable co-operation and information in relation to the Delivery Services to SwiftBee as SwiftBee may request;
 - 7.5.2 inspect the Products and the manner in which they have been loaded onto the Vehicle before departing the Collection Point;
 - 7.5.3 refuse to accept any Products that appear damaged or have been loaded in an unsafe manner;
 - 7.5.4 be responsible for properly securing all Products on the Vehicle before departure using appropriate restraints, straps, or other securing methods;
 - 7.5.5 notify SwiftBee immediately via the Platform if the Merchant's loading has caused or appears to have caused any damage to the Vehicle; and
 - 7.5.6 take photographs of any pre-existing Product damage or unsafe loading conditions before departing the Collection Point; and
 - 7.5.7 be responsible for the Products from completion of loading of the Products at the Collection Point to completion of unloading at the Delivery Point;
 - 7.5.8 take a picture of the Products as part of the quality check process both at the time of collection at the Collection Point and after delivering the Products to the Delivery Point;
 - 7.5.9 ensure the traceability of all Products while in the custody or under the control of the Driver;
 - 7.5.10 ensure that no third party shall be able to access the Products while in the custody or under the control of the Driver; and
 - 7.5.11 do nothing to prejudice the Customer's, or if the Customer is not the legal owner, the Merchant's title or rights to the Products.
- 7.6 The Driver shall be liable for any damage to Products that occurs:
- (a) as a result of the Driver's failure to properly secure Products after loading;
 - (b) during transit due to the Driver's negligent driving or handling; or
 - (c) during unloading at the Delivery Point.
- 7.7 The Driver shall not be liable for any damage to Products that:
- (a) existed prior to loading at the Collection Point (provided the Driver has complied with the inspection and notification requirements in clause 7.5);
 - (b) results from inherent defects in the Products or inadequate packaging by the Merchant; or

- (c) results from the Merchant's negligent loading of the Products onto the Vehicle.

- 7.8 A Delivery Request shall be deemed completed when the Driver delivers the Products to the Delivery Point and the Customer has acknowledged its receipt of the Order by electronic signature on the Platform.
- 7.9 If a Customer refuses to provide an electronic signature, the Driver must immediately contact SwiftBee via the Platform. In such instance, SwiftBee will provide the Driver with further instructions which may include, but are not limited to, returning the Products to the Collection Point.
- 7.10 Where a Customer unreasonably refuses to provide an electronic signature, SwiftBee shall still pay the Driver the Fees.

8 Fees and Payment

- 8.1 In consideration for the Delivery Services, SwiftBee will pay you the Fees.
- 8.2 The Fees applicable for a Delivery Request shall be displayed at the time of the Delivery Request.
- 8.3 SwiftBee shall pay Drivers the Fees for completed Delivery Requests weekly in arrears provided it has received the corresponding Price for the Order from the Customer in cleared funds.
- 8.4 All Fees are exclusive of VAT which SwiftBee shall pay to the Driver subject to receipt of a valid VAT invoice.
- 8.5 SwiftBee may set off any liability of SwiftBee to the Driver against any liability of the Driver to SwiftBee.

9 Warranties

- 9.1 At the time of accepting this Agreement and throughout this Agreement, you warrant, represent and undertake that you:
 - 9.1.1 meet and will continue to meet the Driver Requirements and the Vehicle meets and will continue to meet the Vehicle Requirements;
 - 9.1.2 will provide the Delivery Services:
 - (a) using only the Vehicle that meets the Vehicle Requirements;
 - (b) diligently and in a professional and workmanlike manner using all reasonable care and skill; and
 - (c) in compliance with all applicable laws and regulations including all road traffic laws and regulations.
 - 9.1.3 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.

10 Further obligations

- 10.1 You will supply your own Vehicle for the purposes of providing the Delivery Services. You will ensure that at all times your Vehicle is clean, in a good state of

repair, and roadworthy, covered by a current MOT certificate, and has up-to-date road tax.

- 10.2 You will not, at any time in the performance of the Delivery Services, use the Vehicle while under the influence of drugs or alcohol. You acknowledge that you are responsible for all and any charges, penalties and fines relating to your usage of the Vehicle, including but not limited to parking charges, congestion charges and traffic offences.

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 Driver 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 Driver Terms, shall be subject to this clause 11.

- 11.2 The Driver acknowledges and agrees that:

- (a) 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 Driver Terms;
- (b) SwiftBee does not guarantee any minimum number of Delivery Requests or minimum level of Fees under this Agreement;
- (c) the Platform is provided to the Driver on an "as is" basis and has not been specifically designed for the Driver; and
- (d) the Driver is solely responsible for the Driver's use of the Platform and Services,

and, therefore, SwiftBee shall have no liability to the Driver, 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 Driver Terms; and

- 11.4.2 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 Fees paid by SwiftBee to the Driver under this Agreement during the 12 months immediately preceding the date on which the claim arose.

12 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 arising as a result of (either directly or indirectly) (i) your breach of this Agreement and/or (ii) your storage, handling or carriage of any Products.

13 Insurance

- 13.1 During the term of the Agreement and for a period of 1 month after the expiry or termination of this Agreement, the Driver shall maintain in force, with a reputable insurance company, the following insurance policies:

- 13.1.1 fully comprehensive motor vehicle insurance for the Vehicle which covers hire and reward use as a delivery driver (including business use for the purposes of providing the Delivery Services);
- 13.1.2 goods in transit insurance at an amount not less than £10,000 per consignment, covering loss, theft, and damage to Products whilst in the custody or control of the Driver;
- 13.1.3 public liability insurance at an amount not less than £2,000,000 per occurrence and in aggregate, covering injury to third parties and damage to third party property arising out of or in connection with the Delivery Services;

in each case in accordance with these Driver Terms and the Driver Requirements to cover the liabilities that may arise under or in connection with this Agreement.

- 13.2 The Driver 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 required under clause 13.1.
- 13.3 The Driver shall notify SwiftBee immediately if any insurance required under clause 13.1 is cancelled, lapses, or is materially varied. The Driver shall not provide any Delivery Services at any time when any required insurance is not in force.
- 13.4 SwiftBee reserves the right to suspend or permanently disable the Driver's Account if the Driver fails to maintain the insurance required under this clause 13.

14 Intellectual Property

- 14.1 The Driver 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 Driver Terms do not

grant the Driver any rights to the Intellectual Property Rights in or to the Platform or the Services.

- 14.2 Except to the extent set out in this clause 14, 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.

15 Feedback and ratings

- 15.1 The Platform allows Customers to post comments and feedback on Drivers which contribute to the Driver's overall rating. You agree that:

- 15.1.1 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;
- 15.1.2 you may not use any comments or feedback without our prior written consent; and
- 15.1.3 SwiftBee reserves the right to remove any Driver from the Platform should the Driver's rating fall below 65% approval from Customers.

16 Data Protection

- 16.1 SwiftBee will deal with any personal information that it collects or that you provide to SwiftBee about yourself 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).

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 termination of the Agreement in accordance with these Driver Terms.
- 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, you may terminate this Agreement by deleting your Account in accordance with clause 4.6. We can terminate this Agreement with immediate effect by giving you written notice at any time.
- 17.4 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 9, 11, 12, 13, 14, 15, 16, 17.4 and 18 – 22).

18 Force Majeure

SwiftBee shall have no liability to the Driver 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 or Merchants.

19 Notices

19.1 Any notice required or authorised to be given under these Driver Terms shall be in writing and shall be sent by email to:

- (a) SwiftBee at driversupport@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 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 Status

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

20.2 The relationship of the Driver to SwiftBee will be that of independent contractor. Throughout the term of this Agreement you are free to work for third parties provided always this does not prevent you from performing the Delivery Services in accordance with this Agreement.

20.3 The Driver shall be fully responsible for and shall indemnify SwiftBee for:

20.3.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim made in connection with either the performance of the Delivery Services or any payment or benefit received by the Driver in respect of the Delivery Services, where such recovery is not prohibited by law. The Driver shall also indemnify SwiftBee against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by SwiftBee in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

20.3.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Driver against SwiftBee arising out of or in connection with the provision of the Delivery Services.

21 Assignment and Other Dealings

- 21.1 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.
- 21.2 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.

22 General

- 22.1 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.
- 22.2 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.
- 22.3 No variation to these Driver Terms shall be effective unless it is in writing and signed by SwiftBee.
- 22.4 These Driver Terms are current as at the date set out above. SwiftBee reserves the right to update these Driver Terms from time to time by posting an updated version of these Driver Terms on its Platform.
- 22.5 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.
- 22.6 If any clause or other provision in these Driver 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.
- 22.7 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.
- 22.8 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 and dispute or claim or matter brought by you in relation to this Agreement or its subject matter or formation.