

# LDO Terms and Conditions of Services and License Agreement (“Terms & Conditions”)

November 2018

Our terms for Mainland United Kingdom

## 1. These terms

1.1. What these terms cover. These are the terms and conditions on which we supply our Services to you.

1.2. Why you should read them. Please read these terms carefully before you use our Services. These terms tell you who we are, how we will provide Services to you, what Personal Data we collect about you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

## 2. Information about us and how to contact us

2.1. Who we are. We are Dropit Shopping Limited a company registered in England and Wales. Our company registration number is 09231895 and our address is Unit 3, Blackhill Drive, Wolverton Mill, Milton Keynes, MK12 5TS. Our registered VAT number is 216816704.

2.2. How to contact us. You can contact us by telephoning our customer service team at +44 843 853 9750 or by writing to us at [contact@dropitshopping.com](mailto:contact@dropitshopping.com) or by clicking on the contact us section of the Website [www.dropit.shop](http://www.dropit.shop).

2.3. How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us when you registered with us.

2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

## 3. Our contract with you

3.1. How we will accept your request. Our acceptance of your request to use the Service will take place when we confirm receipt via email, at which point a contract will come into existence between you and us based on these terms.

3.2. If we cannot accept your request. If we are unable to accept your request for the Service, we will inform you of this by email and will not charge you or refund (if you have already been charged) for the Service. This might be because the service is temporarily unavailable, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Service or because of our failure, in our sole opinion, of failing to adequately deliver the Service for you.

3.3. Your confirmation number. We will assign a confirmation number to your activation of the Service and tell you what it is when we confirm your request. It will help us if you can tell us the confirmation number whenever you contact us about your order.

#### 4. Our services

4.1. The Dropit Concept is a hands-free shopping platform for malls and central shopping districts. We integrate multiple technology platforms to create a seamless network between consumers, retailers, shopping malls and logistics companies. Customers can shop in their favourite stores, activate a Dropit Pass to use the Service via the App or POS device in retail partner store, “drop” their bags in-store and have them delivered all together to their home or hotel (the “Delivery Service”). Depending on the location of where we offer the Service, we may also have the ability to offer collection on-site at the completion of the shopping journey (the “Collection Service”). The Delivery Service and the Collection Service together is the “Service”.

4.2. Availability of the Service: the Service is available at certain participating retailers and shopping malls. For an up to date list please refer to the Dropit mobile app or Dropit website.

4.3. Dropit Packaging. The packaging for the Service is provided by Dropit as part of the Service. Dropit Packaging may include Dropit bags, boxes or stickers affixed to appropriate third-party packaging Customer purchases that are dropped in store packed in accordance with Dropit Service guidelines.

4.4. Restrictions: There are no restrictions on the number of bags a Customer may drop into the Service on a particular day. The restrictions that apply to the packages are set out below and subject to change at the discretion of Dropit.

A) Restrictions on number of bags, excessive and non-consumer use: Dropit provides a consumer service and not designated for commercial deliveries or business to business logistics. As such we may refuse certain drops that exceed our fair use guidelines in terms of size, number of packages or weight what we are able to safely process as part of the Service. We will inform you if your drop(s) have not been processed and request that you collect your purchases directly from the retail partner store or Dropit facility. If you have any questions about this please contact us.

B) Restrictions of types of goods: Dropit cannot accept any Excluded Goods for the Service; “Excluded Goods” means goods which are excluded from the Service including: personal belongings, precious stones, glass, furs, china, precious metals, art, antiques, prescription drugs, watches, fragile goods, perishable goods, money or cash, vouchers, travellers cheques, financial documents, indecent, obscene or offensive articles, collectables, stamps, documents of title, bank, credit, or store cards, spirits, tobacco and cigarettes, human and animal remains and live animals;

C) Restrictions on size and weight of bags: individual items greater than 50cmx50cmx25cm or the size of the Dropit Packaging and/or an individual item greater than 5 KG in weight unless specifically agreed with a Dropit Customer Service representative or Dropit Ambassador;

D) Restrictions on value of individual items: The total value of goods dropped during any Drop Session may not exceed £10,000 unless otherwise agreed with a Dropit Customer Service representative;

E) No Dangerous Goods: “Dangerous Goods” means dangerous goods as defined in the Carriage of Dangerous Goods by Road Regulations 1996 (as amended, re-enacted or extended from time to time) or the International Air Transport Association for conveyance on the grounds of their dangerous or hazardous nature;

F) Purchased Goods: You may only activate the Service to carry and accept goods purchased during the particular Drop Session.

4.5. Service Activation: You can activate the Services by following the process below:

A) Creating a new account or logging onto your existing account and accepting these T&Cs;

B) Selecting collection from the collection point (if available) or delivery to hotel/residential address;

C) Entering or selecting collection or delivery details (collection point or address, postcode, room number (if hotel), leaving any notes for the courier);

D) Selecting collection or delivery window (availability subject to a location and time of the drop);

E) Entering payment details (card number, expiration date and CVC code) or promotional code;

F) If using the Dropit App, scanning the QR code in retail partner store at the relevant customer service desk;

G) Using the Dropit App or PoS device to digitally capture of all the receipts of the goods and items that are being dropped;

H) Placing the goods and items in the Dropit packaging (this may be done by the retail partner store customer service representative);

I) Securely sealing the packaging (this may be done by the retail partner store customer service assistant);

J) Scanning unique Dropit packaging barcodes (this may be done by the retail partner store customer service assistant);

K) Reviewing the drop summary (delivery or collection location and time window, drop locations, number of bags and number of receipts added);

L) Confirming the drop.

4.6. Deliveries: Deliveries can be made to certain residential addresses within the UK Mainland or to hotel locations if there is someone eligible to sign for the delivery. Deliveries to hotels must

be in the name of the booking at that hotel. If your requested delivery address is not available in the Dropit App or PoS Device, please contact us to see if delivery can be arranged.

4.7. Collections: If available, collections can be made from the designated collection point confirmed at the time of the activation of the Service.

4.8. Drop off timings and Collection or Delivery Timings. The collection or delivery times shall be selected at the time of making your first drop. The following deadlines apply for dropping packages to guarantee timings:

A) For Same day delivery within the M25 (London & Greater London): a package for delivery within M25 London Orbital (with some exceptions – please check directly in the Dropit app) must be dropped, scanned and logged into the Service before 16:00 Monday to Saturday, no deliveries on Sunday (exceptions may apply at Dropit's discretion);

B) Next day outside London delivery: a package for delivery for all other available UK Mainland deliveries must be dropped, scanned and logged into the Service before 16:00 Monday to Friday. Deliveries are not currently offered on Saturday, Sunday or Bank Holidays;

C) Collections: If available, a package for collection from the designated collection point must be dropped, scanned and logged into the Service in accordance with specific conditions applicable to that site.

## 5. Your rights to make changes

Changes to delivery and collection timings via the app are not possible after the activation of the Service. However, if you need to make a change to the Services you have confirmed please contact us by phone, email or message within the app. We will let you know if the change is possible. If it is possible we will confirm any changes via phone, email or a message within the app.

## 6. Our rights to make changes.

6.1. Minor changes to the Services. We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address delivery efficiencies. These changes will not affect your use of the Services.

6.2. More significant changes to the Services and these terms. In addition, we may make more significant changes to these Terms & Conditions or the Service, but if we do so we will notify you via email or a push notification within the App.

6.3. We are not responsible for delays outside our control. If our Services are delayed by an event outside our control, then we will contact you via email or message within the app Dropit mobile app as soon as possible to let you know and we will take steps to minimise the effect of the delay. Examples of such situations can be delays caused by third-party delivery partners, weather conditions, closed roads, accidents or other unforeseen circumstances. If we can still deliver on the same day outside the delivery window we will do so, if convenient for you. If not,

we will contact you to arrange delivery for the next delivery window. Provided that we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to make other arrangements.

6.4. Missed Deliveries. If no one is available at your address to take delivery and sign for the delivery during the delivery window selected and confirmed by you during the activation of the Service, you will receive a note informing you that we have attempted a delivery and will attempt to deliver the package the following delivery day during the same delivery window.

A) After a missed delivery within M25 London Orbital: you will be contacted by email, message within the Dropit app or telephone in order to schedule a new delivery;

B) After a missed delivery within mainland UK: you will receive a Contact Card at the delivery address advising where the consignment has been taken and how to collect it. You are responsible, within a reasonable period, either to collect the consignment from the location specified on the Contact Card or contact the third party courier company, details on the Contact Card, to rearrange delivery (some options may require additional payment directly to a third-party delivery partner);

6.5. If you do not re-arrange delivery. Undelivered parcels will be stored at a Dropit facility or third party delivery partner facility for up to 30 days. If you do not collect the packages from us as arranged or if, after two failed delivery attempts to you, you do not re-arrange delivery or collect them from a delivery depot we may charge you for storage costs and any further delivery costs. After 30 days, we shall have the right to deal with the consignment as we see fit.

6.6. If you do not allow us access to provide Services. If for any reason the delivery cannot be made due to restricted or refused access to perform the Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result.

6.7. When you become responsible for the goods. Upon receipt of the package by you or your representative and completion of the signature, either at a collection point or at the residential address or hotel location nominated by you, the package will be your responsibility.

6.8. What will happen if you do not give required information to us. We need certain information from you so that we can provide the Service to you, for example, Personal data including your name, address for delivery, mobile telephone number, the value of the items you are dropping into the Service and your payment details. If you do not give us this information or if you give us incomplete or incorrect information, we may either not be able to perform the Services or make an enforced error in the provision of the Services because of misinformation and we will look for you to compensate us for any extra work that is required as a result.

## 7. How we collect, store and use your personal information

7.1. How we will use your personal information. We will only collect, use and store your personal information as set out in our [Privacy Policy](#).

7.2. General Data Protection Regulation (GDPR): you and your personal and sensitive data are protected by the GDPR and our Privacy Policy sets out how we comply with our obligations under those laws and how the law protects you.

8. Your rights to end the contract: at any time, you can unsubscribe from the app/website/marketing emails and request deletion of any personal data retained by us. Please use the [contact@dropitshopping.com](mailto:contact@dropitshopping.com) to effect any changes.

8.1. Completion of the contract. A contract for services is completed when we have finished providing the Services and you have paid for them.

8.2. Refunds: Refunds and cancellations may be processed in the sole discretion of the Dropit team.

8.3. Lost or damaged Package: In case of a lost or damaged Package, where the parcel has been scanned into the Service but never received by the Customer, or received in a damaged condition by the Customer, refunds may be available as follows:

A) Where the parcel(s) and/or item(s) is lost or damaged in a store deposit, having been safely sealed in Dropit packaging and scanned into the Service Service in accordance with these Terms & Conditions, Dropit and or its insurers shall provide the Customer with a full or partial refund of the value of the parcel or item(s) (within the maximum liability Dropit accepts under this contract); Such refund will be issued against a presented store invoice issued on the relevant date and we will refund any sums paid by you for Services;

B) Where the parcel(s) is lost or damaged in transit, Dropit and or its insurers shall provide the Customer with a full or partial refund of the value of the parcel or lost or damaged item(s) (within the maximum liability Dropit accepts under this contract). Such refund will be issued against a presented proof of purchase (receipt/e-receipt/invoice) issued and we will refund any sums paid by you for Services;

C) In either 8.3 A) or B) above, where Dropit is able to recover the costs from a third party for the loss or damage to the parcel the Customer will assist Dropit in providing evidence to establish that liability.

8.4. How we will refund you. If you are entitled to a full or partial refund under these T&C's we will refund you the price you paid for the Services, by the method you used for payment.

9. Our rights to end the contract.

9.1. We may end the contract if you break it. We may end the contract for the Service at any time if you fail to make payment in advance for the Service;

9.2. We may withdraw the Service. We may write to you to let you know that we are going to stop providing the Service.

10. If there is a problem with the Service: How to tell us about problems. If you have any questions or complaints about the Service, please contact us. You can telephone our customer

service team at +44 843 853 9750, send a message via live chat in Dropit app or write to us at [atcontact@dropitshopping.com](mailto:atcontact@dropitshopping.com)

## Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

For a contract for Services, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

## 11. Price and payment

11.1. Where to find the price for the Service. The price of the Service (which includes VAT) will be the price indicated on Dropit mobile app or PoS Device when you activate the Services. The price entitles you to a Dropit Pass which will be valid until your designated Cut-off Time, based on your selected delivery or collection

11.2. When you must pay and how you must pay. We accept payment with all major debit and credit cards from customers in every country (Visa, Mastercard, American Express, Discover, JCB, UnionPay) Payment must be made in full at the time of activating the Service and before dropping the first package.

## 12. Our responsibility for loss or damage suffered by you if you are a consumer

12.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees; for fraud or fraudulent misrepresentation;

12.3. When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. If one of our 3rd party partners are providing services in your property, we will start process of investigation and making good any damage to your property caused by them while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property;

12.4. We are not liable for business losses. If you are a consumer we only supply the Service for you for domestic and private use. If you use the Service for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 13.

13. Our responsibility for loss or damage suffered by you if you are a business

13.1. Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

13.2. Except to the extent expressly stated in above all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

13.3. Subject to clause 13.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £500.00.

14. Other important terms

14.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.

14.2. Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

14.3. Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.