

SCOOTER

THIS SUPPLIER AGREEMENT is entered into on

BETWEEN

- 1 _____ of _____ (“You”, the “Supplier”);
- 2 **ROOFOODS LIMITED (T/A DELIVEROO)** of The Heal’s Building, 22 to 24 Torrington Place, London WC1E 7HJ (“Deliveroo”)

BACKGROUND

- A. Deliveroo is a business built on collecting food and drink from local restaurants and other outlets with which it has business partnerships and delivering it to the locations of customers. It requires a large pool of suppliers to perform delivery services for it by bicycle or motorcycle;
- B. You are a supplier in business on your own account who wishes to join Deliveroo’s supplier pool, on and subject to the below terms and conditions, and are able to meet the service standards Deliveroo expects as more fully set out in the Schedule to this Agreement.

IT IS AGREED AS FOLLOWS:

1 COMMENCEMENT AND DURATION

- 1.1 This Agreement commences on the date set out above and will continue until it is terminated by either party in accordance with clause 11 below.
- 1.2 Deliveroo appoints you to perform Services for it from time to time on the terms set out in this Agreement.
- 1.3 Throughout this Agreement, “Services” means the collection by you of hot/cold food and/or drinks (“Order Items”) from such restaurants or other partners (“Partners”) as are notified to you through the Deliveroo rider app, and the delivery of such Order Items by motorbike to Deliveroo’s customers at such locations as are notified to you through the app, in accordance with the Service Delivery Standards contained in the Schedule.

2 STATUS

- 2.1 You are a self-employed supplier and therefore acknowledge that you are neither an employee of Deliveroo, nor a worker within the meaning of any employment rights legislation. For the avoidance of doubt, throughout the term of this Agreement you are free to work for such third parties as you choose provided always this does not prevent you from performing the Services in accordance with the Service Delivery Standards.
- 2.2 You further warrant that neither you nor anyone acting on your behalf will present any claim in the Employment Tribunal or any civil court in which it is contended that you are either an employee or a worker.
- 2.3 If, despite clause 2.2 above, either you or anyone acting on your behalf (or your substitute or anyone acting on your substitute’s behalf) presents any claim in the Employment Tribunal or any civil court which would not be able to proceed unless it was successfully contended that you (or your substitute) are an employee or a worker within the meaning of any employment rights legislation, you undertake to indemnify and keep indemnified Deliveroo against costs (including legal costs) and expenses that it incurs in connection with those proceedings, and you agree that Deliveroo may set off any sum owed to you against any damages, compensation, costs or other sum that may be awarded to you in those proceedings.
- 2.4 Nothing in this Agreement shall make you an agent of Deliveroo and you shall not have any right or power to enter into contracts on behalf of Deliveroo with third parties. Unless

specifically authorised to do so by Deliveroo, you shall not have any authority to incur any expenditure in the name of Deliveroo.

3 PERFORMING THE SERVICES - PRACTICALITIES

- 3.1 Deliveroo is not obliged to make available any minimum level or amount of work to you, nor are you obliged to perform any minimum level or amount of work.
- 3.2 Without prejudice to clause 3.1, when applying to join Deliveroo's supplier pool and at regular intervals thereafter you will provide an indication of the time periods during the week in which you typically expect to be available to work. Deliveroo places reliance on such indications provided by suppliers in planning to meet customer demand. We accordingly expect you to inform a member of the Operations Team if this changes materially, and reserve the right to terminate this Agreement if you are no longer able to work at time periods which meet Deliveroo's needs.
- 3.3 During your onboarding process, you will have discussed with a member of the Operations Team the level of demand for suppliers within your zone and consequently the level of availability to perform Services which Deliveroo expects you to provide. You are expected to be as flexible as you can to meet Deliveroo's needs.
- 3.4 It is your responsibility to engage with the Staffomatic system at regular intervals. This is the means by which you will confirm your availability and willingness to perform Services in a particular zone during a particular time period.
- 3.5 When you have confirmed your availability to perform Services during a particular time period, it is your responsibility to log on to the app during this period and to accept actively any orders in your zone which you are able to accept.
- 3.6 You will ensure that you perform the Services in accordance with the Service Delivery Standards set out in the Schedule, including the standards of dress contained there. However, and for the avoidance of doubt, you will not be subject to the supervision, direction or control of Deliveroo in performing the Services.
- 3.7 You must immediately notify a member of the Operations Team if you become unable to work during a time period that you have previously agreed to work in accordance with clause 3.4, and explain the reasons for this. For the avoidance of doubt, no fee shall be payable in respect of such period.

4 EQUIPMENT

- 4.1 You will supply either an iPhone or Android smartphone (or such other make of phone as may subsequently be notified to you by Deliveroo) and ensure that it is sufficiently charged and subject to a current mobile phone subscription which enables you to access voice and data services at all times while this Agreement is in force.
- 4.2 You will download and install, or permit Deliveroo to download and install, such applications as are required for you to be able to perform the Services and will also apply any and all new versions, revisions and fixes to such software as may be required by Deliveroo from time to time.
- 4.3 You will supply your own motorbike for the purposes of providing the Services. You will ensure that at all times your motorbike is clean, in a good state of repair, and roadworthy, covered by a current MOT certificate, and has up-to-date road tax.
- 4.4 You will not, at any time, ride the motorbike 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 motorbike, including but not limited to parking charges, congestion charges and traffic offences.

- 4.5 You will provide (either personally or by way of purchase of the equipment pack referred to in 4.7), and at all times when providing the Services wear, your own safety helmet which you will ensure is safe to be worn and in a good state of repair.
- 4.6 You will immediately inform a member of the Operations Team if you are involved in any accident when using your motorbike while performing the Services or are arrested in respect of a cycling offence (including but not limited to dangerous cycling, careless or inconsiderate cycling, or cycling while under the influence of drink or drugs).
- 4.7 Upon entering into this Agreement, you will be pay a deposit of [£150] and receive an equipment pack containing a waterproof jacket, waterproof trousers, phone mount, thermal bag, battery pack, and branded stickers. On termination of the Agreement, provided the equipment is in a good state of repair (to be determined by Deliveroo in its sole discretion), your deposit will be returned. You will be required to supply a box for the transportation of orders.
- 4.8 You agree that Deliveroo equipment, and in particular the Deliveroo box, must never be used for any purpose other than performing the Services.

5 FEES AND INVOICING

- 5.1 Deliveroo will pay you a fee of £3.75 for each completed delivery. This fee may be varied depending on the day, time and location and any changes will be notified to you in advance by Rider Operations. A delivery, for these purposes, being the collection of Order Items from a Partner and delivery to a customer of Deliveroo.
- 5.2 You will also be entitled to a petrol allowance calculated in the following manner: (i) Deliveroo estimates the distance driven by you based on GPS co-ordinates; (2) Deliveroo assumes an 18km/litre fuel economy standard; (3) Deliveroo assumes a price per litre of petrol as notified to you depending on local market considerations.
- 5.3 You will invoice fees and any applicable petrol allowance fortnightly in respect of Services provided in the previous fortnight. Each invoice must be accompanied by a description of the Services provided and such other information as Deliveroo may reasonably require from time to time. Deliveroo will make available to you an electronic facility to enable you to prepare and submit your invoices to Deliveroo in a timely manner. Subject to satisfactory and timely submission of invoices, Deliveroo will pay your fees and petrol allowance by electronic transfer to your nominated bank account.
- 5.4 You may keep any tips or gratuities paid to you directly by any of Deliveroo's customers in respect of Services provided by you under this Agreement.
- 5.5 You will indemnify Deliveroo and keep Deliveroo indemnified against any claim or demand made against Deliveroo in respect of any income tax, value added tax, any other tax or national insurance or social security contributions due on fees payable under this Agreement and against any interest or penalties imposed in connection with any such tax or contributions. You will inform Deliveroo of your tax reference number on request. Deliveroo may at its option satisfy such indemnity in whole or in part by way of deductions from any payments owed to you.

6 WARRANTIES

- 6.1 As strict conditions of this Agreement you warrant that:
- (a) You are a self-employed independent contractor in business on your own account;
 - (b) You have the right to reside and work in the United Kingdom and have all necessary visas, licenses and permits allowing you to do so;

- (c) You hold, and will continue to hold, a clean driver's license which permits you to drive the motor scooter in the UK, and will notify Deliveroo immediately should this cease to be the case;
- (d) You hold, and will continue to hold, valid motor vehicle insurance in respect of the motor scooter and will notify Deliveroo immediately should this cease to be the case;
- (e) You will account to HMRC and any other appropriate authorities for any income tax or national insurance contributions due in respect of sums payable in connection with this Agreement;
- (f) You are not registered for VAT and at no time during the life of this Agreement shall your UK turnover of taxable goods and services in any tax year exceed (or be likely to exceed) the applicable VAT threshold and will notify Deliveroo immediately should this warranty cease to be true or be at material risk of becoming untrue;
- (g) You have never been convicted of any criminal offence; and
- (h) You will comply with the Service Delivery Standards.

7 INSURANCE

- 7.1 You will obtain at your own cost appropriate insurance which shall remain in force in respect of the provision of the Services by you throughout the life of this Agreement, either by availing yourself of a group insurance policy put in place by Deliveroo, or obtaining equivalent cover on your own account. You shall, on request, supply copies of such policies together with evidence that the relevant premiums have been paid to Deliveroo.

8 LIABILITY AND INDEMNITY

- 8.1 You acknowledge and agree that you are personally responsible for the performance of the Services, regardless of whether actually performed by you, and accordingly accept liability for any costs, claims, proceedings, damages, losses, expenses or other liabilities (including legal costs) (together, "Losses") threatened, suffered or incurred by Deliveroo as a result of your negligent provision of the Services or failure to ensure that the Services are provided with a sufficient standard of care. You agree to indemnify and keep indemnified Deliveroo against all such Losses.

9 RIGHT TO APPOINT SUBSTITUTE

- 9.1 While as a general rule you are expected to perform the Services personally you do have the right, without the need to obtain Deliveroo's prior approval, to arrange with another registered Deliveroo driver/cyclist for them to perform a particular delivery or deliveries on your behalf. In such event you acknowledge that this will be a private arrangement between you and that individual and you will continue to bear full responsibility for meeting the Service Delivery Standards in relation to such delivery and all other obligations under this Agreement. You will continue to invoice Deliveroo in accordance with this Agreement, and shall be wholly responsible for the remuneration of your substitute.

10 CONFIDENTIALITY AND DETRIMENTAL REMARKS

- 10.1 Both during the term of this Agreement and following its termination you must not (unless required to do so by law, protected in doing so by a legal right of protected disclosure or doing so in properly providing the Services):
- (a) disclose any of Deliveroo's trade secrets or confidential information to any person; or
 - (b) use any of Deliveroo's trade secrets or confidential information for any purposes other than Deliveroo's.

- 10.2 The words “confidential information” include but are not limited to:
- (a) personal data identifying or relating to any of Deliveroo’s customers (including but not limited to names, addresses and other personal information such as dietary requirements and details of other household members), suppliers or employees;
 - (b) training materials, and other confidential material provided to you during the course of Deliveroo’s onboarding process;
 - (c) details of relationships or arrangements with Deliveroo’s other suppliers and business partners, including but not limited to restaurants;
 - (d) details of Deliveroo’s business methods, finances, pricing strategy, marketing or development plans or strategies; and
 - (e) any other information you know to have been divulged to you by Deliveroo, or by a third party in the course of performing the Services, in confidence.
- 10.3 You will not make, directly or indirectly, any detrimental or derogatory comments about Deliveroo, its officers, employees, business partners (including restaurants) or suppliers (including other drivers and cyclists), either verbally or in writing, including in particular but not limited to on any social media platform or forum. A failure to comply with these obligations shall be considered a serious breach of this agreement.

11 TERMINATION

- 11.1 Deliveroo may terminate this Agreement at any time and for any reason on giving you not less than one week’s notice in writing, and you may terminate this agreement at any time and for any reason on giving Deliveroo not less than two weeks’ notice in writing.
- 11.2 Without prejudice to 11.1 above, Deliveroo also reserves the right to terminate this agreement with immediate effect in the event of any serious or material breach by you of any obligation owed to Deliveroo.
- 11.3 Upon termination of this Agreement, you shall be entitled to invoice Deliveroo in respect of Services performed by you up to the date termination takes effect but you acknowledge you have no other right to any further or final payments in respect of termination or severance or otherwise from us.
- 11.4 Upon termination of this Agreement for whatever reason, you shall deliver to Deliveroo all property belonging to Deliveroo which is in your possession or control, and permit Deliveroo to disable and / or remove from your smartphone any Deliveroo application. You shall also permit Deliveroo to re-purchase from you any equipment you purchased from Deliveroo on commencement in accordance with clause 4.
- 11.5 Following the termination of this Agreement you will no longer represent yourself as being connected in any way with the business of Deliveroo, and in particular shall no longer wear any Deliveroo branded apparel.

12 DATA PROTECTION AND MONITORING

- 12.1 You acknowledge that Deliveroo may need to process personal data about you for a variety of legal and administrative purposes. This data may include information relating to arrangements with you and your performance of the Services and for the purposes of record keeping and invoicing.
- 12.2 You may have access to personal data about the employees, customers and suppliers of Deliveroo. If the performance of the Services involves you processing personal data (whether as data controller or data processor), you must:

- (a) act only on instructions from Deliveroo or as set out in this Agreement; and
- (b) take appropriate technical and organisational measures to keep the data secure and protect against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data.

13 MISCELLANEOUS

- 13.1 Deliveroo reserves the right in its sole discretion to make changes to the terms of this Agreement at any time upon written notice to you.
- 13.2 No person other than you and Deliveroo may enforce any term of this Agreement.
- 13.3 This Agreement contains the whole agreement between you and Deliveroo in connection with your engagement by Deliveroo and you confirm that you are not entering into the Agreement in reliance upon any oral or written representations made to you by or on behalf of Deliveroo.
- 13.4 This Agreement is personal to you and may not be assigned to a third party without Deliveroo's express written agreement.
- 13.5 This Agreement will be governed by the laws of England and Wales and the Courts of England and Wales will have non-exclusive jurisdiction to adjudicate any disputes arising under it.

Signed

Dated

The Supplier

Signed

Dated

DocuSigned by:

 8F8E3B9A62D0434...

On behalf of Deliveroo

SERVICE DELIVERY STANDARDS

You will be expected to meet the following minimum Service Delivery Standards.

During a time period in which you have registered to perform Services, you will log into the rider app and will promptly accept any orders in your zone which you are available to perform.

You will promptly answer calls from members of the Operations team or, if you are unable to answer them for any reason (for example, because it would not be safe to do so), you will return them as soon as reasonably practicable.

Upon collecting an order from a Partner, you will click on the rider app to confirm that you have done so. You will then click again when you have successfully delivered the meal to the customer.

You will be expected to meet certain minimum delivery times from Partner to customer. These shall be as notified to you by a member of the Operations team. Persistent failure to meet these requirements shall be considered a serious breach of the Agreement.

You will be courteous in all of your dealings with Deliveroo staff, fellow drivers and cyclists, restaurant personnel, customers and any other third parties with whom you interact while performing Services for Deliveroo.

You will perform the Services with all due care, skill and ability and, in particular, will comply with all applicable laws regarding road safety and usage. You will ride and park your motorbike safely and considerately and in compliance in all respects with the law, the Highway Code, any applicable parking restrictions and with all health and safety policies and procedures imposed by Deliveroo or by any Partner restaurant with which you may have dealings.

You will comply with the requirements of Deliveroo's Health and Safety manual for riders as provided and explained to you during onboarding.

Dress code: When performing the Services you must dress presentably in a clean collared shirt, blouse or Company branded T-shirt, and full length trousers, or in accordance with such other Deliveroo dress code as may be notified to you from time to time. If you do not choose to wear a Deliveroo branded T-shirt, you must instead wear a Deliveroo branded jacket. You must keep your clothing clean and in a good state of repair, and for the avoidance of doubt at all times when performing the Services you must wear at least one piece of Company branded clothing. You must never wear clothing bearing any logo or mark of, or otherwise representative of, any competitor organisation while performing the Services.