

# Maidenhead Delivers



## Driver Agreement and Terms of Service v1.1 October 2019

We are founded the principle of keeping things fair for drivers and restaurants alike, and use local drivers to deliver for local restaurants to local businesses and residents. We plan drivers via a rota to have the appropriate number of drivers on shift at any moment with the intention of keeping you occupied and makings things pay well for all.

### MINIMUM STANDARDS

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At Maidenhead Delivers, we strive to be a responsible business. In the same way, we expect our independent Drivers to run their businesses responsibly. This being the case, we have introduced certain minimum standards as set out below (the "Minimum Standards") which anyone aspiring to operate on the Maidenhead Delivers Driver Network must be able to meet at all times. Given that you wish to operate on the Maidenhead Delivers Driver Network, you must be able to meet the Minimum Standards. They are a key term of our contractual relationship with you.

If you are not able to comply with the Minimum Standards, either now or in the future, you cannot become or continue to be a driver with Maidenhead Delivers.

Highlighted terms below have the same meaning as those in the Terms (set out at page 3 onwards) and we may update or vary these Minimum Standards in the future. If we do, we'll let you know by sending you a notification and emailing you an updated version of these Minimum Standards.

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### Personal standards

You must:

- be over 18 years old;
- have the right to work in the United Kingdom ("UK") and not be working in contravention of any visa conditions;
- be polite and respectful when performing the Services;
- be willing to pass a criminal record check; and
- not previously have had any delivery services contract with Maidenhead Delivers terminated by reason of a material breach.

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## Driving standards (if applicable)

You must:

- if using a motor vehicle, hold an appropriate valid driving licence which permits you to drive in the UK (such as a full UK driving licence or a provisional with a CBT);
- inform us immediately if you are disqualified or suspended from driving; and
- have Valid Insurance Cover in place to cover your vehicle (please see your Driver Agreement for more information). It is your responsibility to ensure your insurance covers you for driving for us.

Any vehicle (car, motorbike or scooter) to be used for deliveries must:

- be validly registered;
- have vehicle tax;
- be in good condition and roadworthy;
- have a current MOT certificate (if more than 3 years old); and
- conform to all vehicle laws relating to safety, insurance and operational capability.

## As a driver

- All drivers must be dressed smartly and any car or vehicle must be in good clean condition.
- You must use our driver app to receive delivery orders, and to give status updates when food has been picked up and delivered. You are responsible for your own device (Apple or Android are supported), and must comply with hands free driver legislation.
- You must have approved heat boxes or bags in your vehicle to ensure food stays hot during transport, and an additional space for cold items (drinks etc).

## Equipment standards

You must:

- have access to a working smart phone operating on iOS or Android platforms;
- download and keep updated our mobile application which is required for you to perform the Services;
- have a sealable, commercial grade, insulated food transportation bag or box;

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- (where using a bicycle) own and at all times use a roadworthy bicycle, fitted with working lights;
- (where using a motor cycle) own and at all times use a UK standards compliant motorcycle/scooter/bicycle helmet and any other safety equipment required.
- If delivering after dusk; Have a small working torch (so that you can see house names/numbers at night)

## Independent Contractor standards

Our model is based on you enjoying the flexibility that comes with self-employment. To this end, you acknowledge and agree that you:

- are a self-employed independent contractor at all times and are under no obligation to provide ongoing Services to us;
- are not an employee of Maidenhead Delivers;
- will be paid gross of tax for deliveries or time on our delivery contracts;
- do not have any entitlement to receive wages, salary, holiday pay, other paid leave or statutory sick pay from us;
- are free to work for other businesses, including any direct competitors;
- are free to use another person of your choice to do your deliveries at any time who you are satisfied meets the Minimum Standards, and fall under your responsibility.

## DRIVER AGREEMENT

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These terms and conditions (the '**Terms**') constitute a legally binding agreement between you and **Delivery Central Ltd** (Company number 12105490) Unit 10, 12 Bridge Street SL6 8BJ ('Maidenhead Delivers', 'we', 'our' or 'us').

In these Terms, the following terms shall have defined meaning below:

- **Agreement** means these Terms, the Minimum Standards and any schedules and annexures, along with any other terms on our website.
- **Driver Guide** means our Driver Guide for independent contractors available on the Maidenhead Delivers Driver Portal.
- **Delivery Opportunity(ies)** means a notification(s) from the Maidenhead Delivers Platform to you of the opportunity(ies) to complete delivery(ies) from restaurant(s) or other business(es) to consumer(s) in accordance with order(s) placed by consumer(s).

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- **Delivery Run(s)** means a period (or periods) of time for which you have elected to be available to perform Services on the Maidenhead Delivers Platform and we have allocated that availability to you.
- **Equipment** means your tools, devices, sealable commercial grade insulated food transportation bag and any road-worthy vehicle or bicycle (taxed and insured as necessary) required to enable you to perform the Services as specified in the Minimum Standards.
- **Group Company** means Maidenhead Delivers and any Holding company from time to time of Maidenhead Delivers or any company which is from time to time a subsidiary of Delivery Central Ltd, any Holding company or subsidiary. Holding company and subsidiary shall have the meanings given to them in section 1159 of the Companies Act 2006.
- **Maidenhead Delivers Driver Mobile Application** means the mobile application that drivers use to gain access to and fulfil Delivery Opportunities on the Maidenhead Delivers Platform and that connect contractors, restaurants and/ or other businesses and consumers. For clarity, the Maidenhead Delivers Driver Mobile Application is a component part of the Maidenhead Delivers Platform.
- **Maidenhead Delivers Driver Portal** means the web portal that drivers may use to: apply to become an independent contractor on the Maidenhead Delivers Platform; view or edit their profile information; and, review agreements between them and Maidenhead Delivers. For clarity, the Maidenhead Delivers Driver Portal is a component part of the Maidenhead Delivers Driver Platform.
- **Maidenhead Delivers Platform** means the Maidenhead Delivers Website together with its affiliated websites and applications including but not limited to the Maidenhead Delivers Driver Mobile Application and the Maidenhead Delivers Driver Portal.
- **Maidenhead Delivers Driver Privacy Policy** means the terms of the privacy policy that [http://maidenheaddelivers.com/web\\_policy.html](http://maidenheaddelivers.com/web_policy.html).
- **Maidenhead Delivers Website** means the website that can be found <http://maidenheaddelivers.com/home.html>.
- **On Call** means you are available for deliveries outside of delivery runs.
- **Parties** mean you and Maidenhead Delivers.
- **Personal Data** has the meaning set out in clause 15.
- **Personnel** means either a fellow Maidenhead Delivers Driver who is registered on the Maidenhead Delivers Platform or any other person that you engage as a substitute to provide all or some of the Services.
- **Minimum Standards** means the minimum standards that you must be able to meet in entering into this Agreement, and in accepting Delivery Opportunities and providing the Services (as set out on pages 1 and 2).
- **Service Failure** means any circumstance in which you fail to provide or complete any Service during any registered Delivery Run.

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- **Services** means the services to be provided by you to us as described at clause 2 below.
- **Supervisory Authority** has the meaning set out in clause 15.
- **Valid Insurance Cover** means as a minimum business use cover for hot food delivery with specific hire and reward cover.
- **VAT** means Value Added Tax in accordance with the Value Added Tax Act as amended from time to time.

## 1. General

1.1 By first reading, reviewing and then submitting to indicate your acceptance to these Terms on the Maidenhead Delivers Driver Portal which you may also view via your mobile phone you are entering into a contract with us. You acknowledge and agree that you have had the opportunity to read, understand, ask questions, and properly consider your obligations and the consequences of this Agreement, and that you agree to be bound by it.

1.2 You warrant for yourself and the Personnel that you/they have the right to work in the UK on a self-employed basis and you must notify us immediately if for any reason you/they do not meet the Minimum Standards and you must provide us with all required documents, including ID, visas, licences, permits, insurance certificates and consents upon request. You must provide updated documents and notify us should any documents previously provided to us expire, or if they are revoked or cancelled for any reason. In addition, on request, you must supply your vehicle taxation documentation. We reserve the right to remove your access to the Maidenhead Delivers Driver Portal at any time if you fail to meet the Minimum Standards.

1.3 You warrant for yourself and the Personnel that you/they do not have any unspent criminal convictions; furthermore, you undertake to notify us if you or any of your Personnel are convicted of a criminal offence at any time after entering into this Agreement (for so long as the Agreement remains in force).

1.4 You expressly consent to us to verifying your documents through such means as we may deem reasonable (including, but not limited to, conducting right to work and criminal record).

1.5 You warrant and represent that you operate an independent business (either as a sole trader, partnership or company) that provides delivery services, and that you meet (and will continue to meet) the Minimum Standards and can provide the Services in accordance with this Agreement.

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1.6 You retain the right to provide services to others and to hold yourself out to the general public as a separately established business. These Terms do not restrict you from providing services for other businesses, customers or consumers at any time, even if that business directly competes with us – this is encouraged.

1.7 You warrant that you meet the Minimum Standards and you undertake to ensure that any of your Personnel are able to meet the Minimum Standards.

## 2. The Services

2.1 You will provide services to us as an independent Driver (the "Services").

2.2 You may notify us of your availability to perform Services via the Maidenhead Delivers Driver Mobile Application. We will then notify you if a Delivery Run has been allocated to you or is available for you. We do not guarantee that you will be allocated any Delivery Runs.

2.3 If you are allocated a Delivery Run, you MUST to sign into the Maidenhead Delivers Platform via your mobile phone using the Maidenhead Delivers Driver Mobile Application (and remain signed in) for the full duration of the Delivery Run, and to remain ready, willing and able to receive Delivery Opportunities for that period. Failure to be available for pre agreed Delivery Run may incur penalties unless 24 hours notice is given. This is to ensure we have the correct number of drivers available without keeping consumers waiting too long, and ensuring Drivers have enough work to make the time worthwhile for them.

2.4 During each Delivery Run, we may make available Delivery Opportunities.

2.5 We are under no obligation to notify you of a Delivery Opportunity during a Delivery Run, and have the option of passing Delivery Opportunities to any driver of our choice.

2.6 We may offer Delivery Opportunities outside of a Delivery run if you are signed in as available on the Maidenhead Delivers Driver Mobile Application and in these cases you are not obliged to accept a Delivery Opportunity offered by us.

2.7 By accepting a Delivery Opportunity, however, you are contractually agreeing to provide the Services in accordance with the terms of this Agreement. Any failure to provide or complete the relevant Services will constitute a Service Failure.

2.8 If after accepting a Delivery Run you are unable to fulfil it you can engage other Personnel to carry out the Delivery Run on your behalf.

## 3. Operations

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3.1 You are responsible for running your own business, which means that you have the absolute discretion to control the manner in which the Services are provided. In particular, you are not required to follow any suggested route or directions. However, we do expect you to provide the Services in a timely, efficient, safe, and lawful manner, and mileage payment is made based on the shortest road distance.

3.2 You acknowledge and agree that while you remain bound by this Agreement:

3.2.1 You are free to notify us of your availability for on-call Delivery Opportunities at your discretion.

3.2.2 If you are on call - you are free to accept or reject the Delivery Opportunities as you see fit;

3.2.3 You are not contractually required to provide any particular volume of Services while on call, but are required to be available for an agreed Delivery Run.

3.2.4 We are not contractually required to provide you with any particular volume of business. We may also offer Delivery Opportunities to other drivers or other persons at our sole discretion;

3.2.4 You are free to work for other companies, businesses and operators; except during a Delivery Run.

3.2.5 You are under no obligation to provide the Services personally and are free to engage Personnel to provide the Services on your behalf in accordance with clause 4.

3.3 We reserve the right to interrupt, restrict or limit your access to the Maidenhead Delivers Platform (or any part thereof), or to temporarily or permanently withdraw, discontinue or terminate your access to the Maidenhead Delivers Platform or your participation in it, at any time for the purpose of investigating alleged breaches of this Agreement or conducting maintenance or technical upgrading, development or repair of the Maidenhead Delivers Driver Portal.

## 4. Performance and Personnel

4.1 You acknowledge and agree that the Driver Guide contains important information concerning the service levels we expect when you are performing the Services. You agree to abide by the policies and principles contained in the Driver Guide when you are performing the Services. A failure to do so may result in this Agreement being terminated.

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4.2 You will keep secure and confidential, at all times, any login, password(s) or other identification details required to access the Maidenhead Delivers Driver Portal or as otherwise required in your dealings with us. You are permitted to provide your login details to your Personnel to enable them to log into the Driver App, provided that you ensure that your Personnel keep those details confidential.

4.3 You are not required to provide Services personally, and may, to the extent permitted by law and subject to this Agreement, employ or engage Personnel. You are solely responsible for the direction and control of the Personnel you use to provide the Services. The commercial terms which you agree with your Personnel are a matter between you and them. However, we will only ever pay you in respect of the Services and it will be your responsibility to pay the Personnel.

4.4 If you use the services of Personnel to provide the Services, then you must ensure that the Personnel complies with this Agreement.

4.5 Neither you nor the Personnel will receive from us, and you acknowledge and agree that neither you nor the Personnel are entitled to receive from us, any wages, pension contributions, paid annual holidays, paid public holidays, statutory sick pay, paid personal leave, Income Tax or National Insurance contributions or any other statutory or common law employment benefits.

4.6 You may be required to submit to a criminal record check for records of criminal charges and convictions relating to you from time to time. You agree to provide your consent for the results of any such checks to be provided to us and, to the extent that any such checks are facilitated by us, you agree to provide us with any information and consents we may require for such purposes.

4.7 If you or your Personnel are not a British National, you or your Personnel must:

4.7.1 obtain and maintain an appropriate valid work permit or visa issued by the relevant UK Government department which enables you or your Personnel to perform the Services; and

4.7.2 you or your Personnel must comply with any visa conditions imposed on you or your Personnel.

4.8 If your, or your Personnel's, visa status changes, you must notify us immediately and provide full details and information in respect of your changed circumstances. This Agreement is conditional on, amongst other things, your compliance with clauses 4.6 and 4.7.

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4.9 From time to time, we (or our agents) may conduct a visa check with the relevant UK Government department to ensure your, or your Personnel's, ongoing compliance with this Agreement. Your and your Personnel's acceptance of this Agreement constitutes your or your Personnel's express consent to us (or our agents) undertaking any visa check.

## 5. Health and Safety

5.1 It is your responsibility to make yourself aware of and comply with all applicable health and safety legislation and road and traffic laws which will apply to you when performing the Services., It is also your responsibility to ensure that all Personnel are aware of and comply with all applicable health and safety legislation and road and traffic laws when they are performing the Services on your behalf. Further information about these obligations can be found in the Driver Guide.

5.2 You will immediately inform us if you are involved in any accident when using your vehicle while supplying Services, if you are arrested or if you are issued with a fine in respect of an offence while supplying Services or you are disqualified from driving.

5.3 You agree to co-operate with us in the event that there is an investigation of any incident or accident, including any workplace safety incident or near miss.

## 6. Expenses

6.1 You agree that you are responsible for all costs and expenses arising from your provision of the Services, including, but not limited to, costs related to your Personnel and any Equipment and the costs associated with any parking fines or road traffic offences.

## 7. Fees and Payment

7.1 You will receive payment for the provision of Services on a weekly basis in accordance with our payment terms into your nominated UK bank account. All payments from us to you shall be communicated via the Maidenhead Delivers Platform.

7.2 If you are registered for VAT purposes, you agree that Maidenhead Delivers will raise self-billed invoices on your behalf for the duration of this contract.

7.3 You agree not to raise VAT invoices for any Services covered by this Agreement.

7.4 You agree to accept each self-billed invoice and that you will be liable to account for any output VAT liabilities on your VAT return, based on the output VAT calculated by

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Maidenhead Delivers, on the self-billed VAT invoices. Maidenhead Delivers will not be liable for any unpaid VAT liabilities as a result of any errors on your UK VAT returns.

7.5 While it is not an obligation for you to be VAT registered you must inform us if you are VAT registered and subsequently inform us immediately should your registration status change by emailing us at [info@maidenheaddelivers.com](mailto:info@maidenheaddelivers.com). You must also inform us immediately if your VAT registration number changes or you sell all or part of your business.

7.6 Maidenhead Delivers will not issue any self-billed VAT invoices if you are not registered for VAT purposes. Instead we shall provide you with a statement detailing the fees you will receive for performing the Services.

7.7 The start date of the self-billing arrangement will be the date that this Agreement is put in place. The self-billing arrangement will expire as per the termination date under the same terms specified in clause 12 of this Agreement.

7.8 You understand and acknowledge that:

7.8.1 we will not withhold any income tax or National Insurance contributions from any monies or fees paid to you; and

7.8.2 you must hold and continue to hold a National Insurance Number whilst you provide the Services.

## 8. Relationship of Parties

8.1 You acknowledge and agree that you provide the Services as an independent contractor. Nothing in this Agreement shall be taken to create any employment relationship, worker status, agent, partnership or other joint venture or enterprise between Maidenhead Delivers and you. You acknowledge and agree that you are not an employee or worker of ours or of any restaurant by operation of this Agreement. You acknowledge and agree that you are providing Services on behalf of yourself and your business.

8.2 Neither party has the right to bind the other by contract or otherwise except as specifically provided in these Terms.

8.3 Nothing in these Terms, and no verbal or written communication between the parties, whether prior to or after these Terms will be construed as an express or implied employment or worker agreement or a promise by Maidenhead Delivers to employ you, any Personnel or any of your agents or representatives.

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## 9. Insurance and Vehicle Tax

9.1 You must, on request, promptly provide us with such evidence as we may require that you are able to meet (or are continuing to meet) the Minimum Standards in relation to insurance and vehicle tax.

## 10. Service Disputes

10.1 You are responsible for the rectification of any errors and omissions in the provision of the Services.

10.2 In the event there is a Service Failure, you will not be entitled to payment, or part-payment, for any part of the Services or Delivery Runs affected by the Service Failure, as determined in our reasonable discretion.

## 11. Dispute Resolution

11.1 If there is a dispute between us, each party must use good faith efforts to resolve the dispute informally.

11.2 The parties will resolve any Dispute (including by way of arbitration) on an individual basis. Any claim you may have must be brought individually, in your individual capacity and not as a representative plaintiff or class member, and you will not join such claim with claims of any other person or entity, or bring, join or participate in a class action lawsuit, collective or representative proceeding of any kind (existing or future) against the Company or any related entity.

11.3 This clause will remain operative after the Agreement has ended and notwithstanding its termination.

## 12. Termination

12.1 Without prejudice to clause 12.2, either party may immediately terminate the Agreement and end the relationship between you and us for any or no reason on the giving of seven (7) days written notice.

12.2 Without prejudice to any other right or remedy we may have against you, we may terminate the Agreement with immediate effect with no liability to make any further payment to you if at any time you or your Personnel:

12.2.1 commits any serious or persistent breach of the terms of this Agreement;

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12.2.2 are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

12.2.3 commits any fraud or dishonesty or acts in any manner which in the opinion of us brings or is likely to bring us into disrepute or is materially adverse to the interests of us; or

12.2.4 loses the right to work in the UK.

12.3 Should an investigation be necessary to determine any of the above your access to the Maidenhead Delivers Platform will be withdrawn for the duration of that investigation

12.4 You agree that you will on request assist us in the investigation of any customer complaints that may be made about you, the Personnel or in relation to an incident in which you may be able to assist.

12.5 In the event that the Agreement is terminated, we are only liable to pay you for any Services provided up to the date of termination.

12.6 Termination of the Agreement will not release you from liability in respect of any breach, non-performance of any obligation or Service Failure by you prior to the date of termination.

## 13. Further Legal Terms

13.1 These Terms and the Minimum Standards record the entire agreement between the parties and replace and supersede all prior agreements whether written or otherwise in relation to its subject matter.

13.2 A party may only waive a breach of these Terms in writing signed by that party or its authorised representative.

13.3 The Agreement may only be amended in writing signed personally or by electronic means by the parties.

13.4 If any provision of these Terms is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of these Terms will continue in full force and effect.

13.5 You represent and warrant that you have reviewed and understand Maidenhead Delivers Driver Privacy Policy. By accessing the Maidenhead Delivers Platform, you

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consent to all actions taken by us with respect to your information in accordance with Maidenhead Delivers Driver Privacy Policy as amended from time to time.

13.6 You acknowledge that products and services, including the Maidenhead Delivers Platform, and all rights therein shall remain the property of Maidenhead Delivers (or its licensors).

13.7 Each party has entered into this Agreement without relying on the representation by any other party or any person purporting to represent that party.

13.8 You must not assign or transfer any rights or obligations under this Agreement to any person.

13.9 Nothing in this Agreement nor your provision of the Services shall operate as to grant you any rights:

13.9.1 in the product or services; or

13.9.2 in our company name, logo, trademarks or that of our Related Entities or the right to use such company name, logo, or trademarks.

## 14. Data Protection and Confidential Information

14.1 All highlighted terms in this clause shall have the meaning given to them in Regulation (EU) 2016/679 ("**GDPR**"), and any and all applicable national data protection laws in the European Union ("**EU**") as may be amended or superseded from time to time ("**Data Protection Laws**").

14.2 You understand and acknowledge that Maidenhead Delivers may process your Personal Data in accordance with Data Protection Laws and the Driver Privacy Policy, and that you will have access to names, addresses and contact details of consumers, which also is Personal Data.

14.3 You are entitled to keep records of addresses delivered to, time and date, order numbers and any payment details only for the purpose of tracking, billing or issue resolution with Maidenhead Delivers. These must be destroyed at the end of any billing period, and on termination of any contract or ceasing to be a driver.

14.3 In our capacity as a Data Controller, we may share Personal Data with you in accordance with the following description:

- **Types of Personal Data:** name, address, email address and telephone number;

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- **Duration of the Processing:** until the earliest of (i) expiry/termination of this Agreement or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under this Agreement (where applicable);
- **Nature of the Processing:** collection, storage, duplication, deletion;
- **Purpose of the Processing:** necessary for the provision of the Delivery Services; and
- **Categories of Data Subject:** customers and authorised representatives of Maidenhead Delivers.

14.4 You warrant that you will act solely as a Data Processor, process Personal Data only for the purpose of fulfilling the Delivery Services and comply at all times with the Data Protection Laws. You will maintain appropriate measures to ensure that the rights of the people to whom the Personal Data relates are protected. You will also implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by your processing of the Personal Data, and you must not transfer any Personal Data outside of the European Economic Area ("EEA") or appoint a third party to process the data without ensuring that the third party meets the same obligations as imposed under this clause<sup>14</sup>.

14.5 If you process any Personal Data pursuant to this Agreement you will follow any instructions we give you in respect of that data, which may include activities like deletion or return of the data that assist and enable us to comply with our obligations under the Data Protection Laws.

14.6 You will not process the Personal Data for your own purposes except with our prior written approval. In particular, you will not send communications to customers except via any masked telephone number, hardware or software provided by us to you. You will immediately notify us on becoming aware of any actual or possible breach of this clause. You will indemnify us for any loss, damage, dispute or third-party claim incurred by us as a result of your breach of this clause.

14.7 During your performance of the Delivery Services, you may have access to Confidential Information, including in respect of Maidenhead Delivers, its related entities or third parties ("**Confidential Information**"). You agree that while you are an independent contractor and at all times thereafter, you will not, without prior written consent of Maidenhead Delivers, except required by law or for you to obtain professional advice: (a) reveal, disclose or make known any Confidential Information to any person; or (b) use the Confidential Information for any purpose, other than for the purpose of providing the Services in connection with this Agreement.

## 15. Third Party Rights

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15.1 We are entering into this agreement for ourselves and as agent for and trustee of all of our Group Companies and are duly authorised to do so. The parties intend that each Group Company should be able to enforce in its own right the terms of this agreement which expressly or impliedly confer a benefit on that company subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999.

## 16. MODERN SLAVERY

16.1 You represent and warrant that at the date of this Agreement you have not been convicted of any offence involving slavery and human trafficking; nor have you been the subject of any investigation, inquiry or enforcement proceedings related to slavery and human trafficking. In performing your obligations under this Agreement, you must:

16.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, and with our Modern Slavery Policy; and

16.1.2 not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 whether such activity, practice or conduct were carried out within, or outside the UK; and

16.1.3 notify us as soon as you become aware of any actual or suspected slavery or human trafficking that has a connection with this Agreement.

## 17. Governing Law

17.1 This Agreement and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with it shall be governed by and construed in accordance with English law.

17.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of this Agreement.

## 18. Driver processes

18.1 Cash Handling. Maidenhead Delivers handles deliveries for orders sent to restaurants and takeaways via various methods (including but not limited to; their own app, phone orders direct, online (web/app) orders, Deliveroo, Just Eat). As such - you are expected to have up to £10 in change to handle cash payments.

By handling cash, drivers get better tips. All tips are discretionary, and therefore not

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subject to VAT. All tips are entirely for the drivers to keep.

All drivers are fully responsible for checking cash payments are correct, and returning full cash payments to the store (or a designated central location) at the end of your shift. For the avoidance of doubt, the driver will remain liable for any outstanding monies due to any restaurant/takeaway partner until payment has been cleared - even if the contract is cancelled. If you are not willing to handle cash - Please ensure we have been notified, and we will only allocate pre-paid orders to you.

18.2 Food Pickup. You are expected to be at the food pickup location in time for any stated pickup, and proceed quickly and legally to the destination address for delivery. There will be cases where multiple food pickups can be made, from one or more locations, in the process of handling food deliveries.

Food should be ready within 5 minutes of the stated pickup time. If not you may need to leave for another delivery. The 5 minutes will be measured by the app so is not open to restaurant interpretation.

Food should be kept hot as applicable by the restaurant while waiting for the driver, and be in appropriately bagged. Please report cases where food is not kept in sealed heat units before your pickup to us - as cold food is not acceptable to consumers

Hot and Cold food should be kept separate. All bags should be identified with the address of the delivery. Any cash payments required should be clearly marked

Heat restricting boxes are available from Maidenhead Delivers to ensure food is kept hot while in your care. Drivers are required to use Heat restricting boxes for hot food transport.

When an order has been collected from a partner restaurant, the driver must mark the order as picked up on the app.

18.3 Driver Food Drop-off. Drivers are expected to use SatNav facilities to help them quickly find delivery locations. Where a phone is used for our delivery app, buttons are provided to quickly use compatible satnav packages on the phone.

When an order has been delivered to a delivery address, the driver must mark the order as picked up on the app. Where cash payment is expected at delivery, the app will indicate this and payment received must be confirmed.

18.4 Alcohol handling: Where alcohol is included in the delivery, we insist that the driver is 18years old or over, and we follow the "Challenge 25" age verification, whereby customers who look under 25 must be asked by the delivery driver to provide proof that they are aged 18 or over. The driver must refuse to deliver any alcohol to any person who does not look 25 unless they can provide valid photo ID proving that they are aged 18 or over. NOTE If the person who answers the door can not prove they are 18, the driver can ask to see appropriate ID of any other person at the address and if happy that they are over 18, can pass the alcohol to that person instead. - Checking age when passing alcohol to other people is not optional.

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18.5 Abuse. If you find any delivery customer abusive, please report full details to [info@maidenheaddelivers.com](mailto:info@maidenheaddelivers.com) as soon as possible. If there was a problem with the order, please also give full details. Where applicable, you should also report directly to the Police.

18.6 Failed Drop-offs. In case of problems, Delivery contact details should be on the receipt supplied with each delivery. You are expected to contact the delivery number if you are unable to find the address, or there is no answer. Just Eat and Deliveroo both hide customer details. To contact the customer see the receipt and there is a general number to call, which you then key in the delivery number to be put through to the customer.

18.7 Hazards. In cases where the driver deems entering the property to deliver goods is dangerous, such as Dogs in the garden, the driver is expected to contact the delivery person and have them meet the driver at a suitable gate etc. Where drop-off is not possible, you must let the pickup location know immediately. Please also take a photo of the reason why no delivery was possible and email it to us. In cases where there is no answer to the address, or phone, please take a recognisable picture of the address - ideally showing house number / name, and enough of the property to prove you were at the correct address. Maidenhead Delivers will not to pay for delivery's to the wrong location. Always double check.

18.8 Mileage calculations. Delivery mileage may be added based on total delivery miles from any pickup location to any drop-off consumer location. Mileage is calculated by the Maidenhead Delivers Platform based on the shortest road journey from the pickup to the drop-off location, and is rounded up at the end of the night to the nearest whole mile. The required time taken for the delivery is also calculated by the Maidenhead Delivers Platform.

Drivers are free to use other routes, only the official route taken applies to any calculations.