



Deliveroo Contract Changes

What's changed?

In December 2019 Deliveroo released a new contract (or 'supplier agreement'), and were forcing riders to sign it, telling them that they needed to do so in order to keep working for Deliveroo. Here we discuss the differences in the contracts since 2017 and the implications for riders.

Overall, it appears that Deliveroo is forcing riders to sign off on changes that the company has already made. Such as no longer providing Health and Safety training to workers and downgrading their workers compensation insurance to an inferior product.

They have also made changes that seek to more clearly define their workers as contractors rather than employees. They continue to avoid the rights and responsibilities that a company owes to its workers.

Health and Safety Training

2017 and 2018 contracts stated that Deliveroo would 'provide appropriate work health and safety **training**' prior to starting work with Deliveroo.

The new 2019 contract no longer states that Deliveroo will provide training, instead it says that they will 'provide appropriate work health and safety **materials**' and that these materials are available online.

Contractor/employee

Deliveroo have made a number of changes in the agreement which seem to be attempts to more clearly define workers as contractors instead of employees.

E.g. The 2019 agreement no longer requires workers who deliver by car, motorcycle or scooter to provide Deliveroo with a copy of their driver's license and registration. This reinforces the idea that the rider is a contractor and is

solely responsible for their license and registration. Deliveroo are stepping back from the responsibility of ensuring that workers are properly licensed and safe to drive.

Invoicing

The 2017 and 2018 contracts state that workers will be paid based on an invoice and that Deliveroo 'shall prepare an invoice, on a fortnightly basis, in respect of services provided by you or your delegate in the previous fortnight'.

They also state 'where you receive such an invoice, you are required to advise Deliveroo promptly on receipt if you have any issues with the invoice, otherwise it will be deemed to be correct'.

The 2019 agreement states that Deliveroo 'will prepare a **draft** invoice on a fortnightly basis' and that 'Deliveroo will pay your invoice by electronic transfer to your nominated bank account'.

It no longer mentions a requirement to advise Deliveroo if you have issues with the invoice and it may appear that the new agreement is removing your ability to dispute invoices that you think are inaccurate.

However the 2019 agreement now describes the invoices as 'drafts' and it does not include any statements that seek to prevent riders from disputing invoices. If you have issues with any of your invoices we would advise you to contact Deliveroo and attempt to have them resolved.

Admin fee/Third party insurance

The admin fee has been reduced from 5% to 4% because Deliveroo are no longer making riders pay for the cost of public liability insurance. This insurance only covers you if you accidentally cause injury or property damage to someone else while working with Deliveroo **and are not using a motorised vehicle at the time.**

If you are working on a scooter, motorcycle or car you still need the appropriate motor vehicle insurance for that vehicle and you have to pay for that insurance yourself.

Also note that the rider is '**responsible for any excess fee payable in relation to any claim**' under the third-party insurance.

Workers compensation insurance

The 2017 agreement states that Deliveroo 'will obtain and maintain workers' compensation insurance in respect of You as required by the law of the State or Territory in which you supply Services to Deliveroo'

This means that if you were injured at work Deliveroo provided insurance that paid your medical bills and covered you for any loss of income due to time off work. This insurance was governed by the Occupational Health and Safety (OHS) act in your state or territory, it had to be provided by certain recognised insurance companies and it had to meet the standards of the OHS act.

The 2019 agreement states that 'Deliveroo also offers you insurance which covers specified injuries and other losses following an accident, subject to the terms and conditions of the relevant policy (as in place at the time)'

The insurance is no longer referred to as 'workers compensation insurance' and there is no mention of meeting the standard required by law in your State or Territory.

Deliveroo are still providing insurance that may cover you for injury or loss of income if you are hurt at work. What has changed is that this insurance is now being provided by a private company and it is not governed by the standards of the OHS act.

If you are injured at work it may be harder to get the new insurance company to pay out and the new policy may not cover as many costs as the old one did.

Do I have to sign it?

Yes. If you want to keep working for Deliveroo.

Can they do this?

Unfortunately yes. The relationship between Deliveroo and their workers is currently defined as a contractor relationship and not an employment relationship. This allows Deliveroo to change or terminate agreements and you may have very little say in relation to those changes.

What can I do?

Join the [Delivery Rider's Alliance](#) and fight for real pay and conditions.

It's not fair that companies like Deliveroo can continue to cut rider's pay, change working conditions on a whim and constantly dodge their responsibilities to workers.

That's why delivery workers are standing up with the Transport Workers Union and Gig Workers Victoria.

Our campaign has made real differences in less than a year and we're only getting stronger. [Join us as we fight to win real agreements that provide delivery workers with pay, safety and respect.](#)