

Delivery Driver Service Contract

1. **Service Contract:** This Delivery Driver Service Contract (“Agreement”) is FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Delivery Driver to work under the terms and conditions hereby agreed upon by the Parties.
2. **Contract Date:** 21 February 2022 (“Effective Date”).
3. **Delivery Driver:** Jo Biden, with a mailing address of 68 Glebe Road, Cambridge CB2 8GH (“Delivery Driver”).
4. **Client:** Cambridge Deliveries Limited, 183 The Sycamores, Milton, Cambridge CB24 6ZH (“Client”).
5. **Parties:** Delivery Driver and Client are each referred to herein as a “Party” and, collectively, as the "Parties".
6. **Contract Term:** The term of this Agreement shall commence on the Contract Date and terminate At-Will by a written notice of at least 15 days by either party.
7. **Delivery Vehicle:** The Client will provide a vehicle to the Delivery Driver, Hereinafter known as the “Delivery Vehicle”.
8. **Service:** The Delivery Driver agrees to provide the courier delivery service by collecting courier goods from customers’ premises, loading them in the Delivery Vehicle and transporting them by road safely, delivering goods at the destination by safe unloading, according to the agreed schedule, Hereinafter known as the “Service”.
9. **Payment Amount:** The Client agrees to pay the Delivery Driver a total of the agreed sum for the days the agreed Service has been performed under this Agreement, hereinafter known as the “Payment Amount”. No payment will be made for the days the Service is not

Driver’s signature:

Client’s signature

Date:

Date:

performed, such as weekends and holidays or when the Delivery Driver is not available for the Service due to health or other reasons.

10. **Payment Method:** The Client shall pay the Payment Amount weekly after the second week, hereinafter known as the "Payment Method".
11. **Compensation:** The Payment Amount and Payment Method collectively shall be referred to as "Compensation".
12. **Retaine:** The Client shall not pay any retainer.
13. **Independent Contractor Status:** Delivery Driver acknowledges that he/she is an independent contractor and not an agent, partner, joint venture, or employee of the Client. Delivery Driver shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Delivery Driver represent to anyone that it has a right to do so. Delivery Driver further agrees that if the Client suffers any loss or damage as a result of a violation of this provision, the Delivery Driver shall indemnify and hold harmless the Client from any such loss or damage.
14. **Taxes:** Delivery Driver shall pay and be solely responsible for all withholdings, including, but not limited to, National Insurance, Income tax, Pension, and any other obligations. In addition, the Delivery Driver shall pay all applicable sales or use taxes on the labour provided and materials furnished or otherwise required by law in connection with the Services performed.
15. **DVLA Code:** The Delivery Driver will provide the DVLA code to the Client to access his/her driving license record held by DVLA.
16. **Service Standard:** The Delivery Driver agrees to comply with the standards procedures set forth by the Client and with all other guidelines from time to time established for the Service.
17. **H&S Policy:** The Delivery Driver agrees to comply with the Client's Health & Safety policy.

Driver's signature:

Client's signature

Date:

Date:

18. **Green Policy:** The Delivery Driver agrees to comply with the Client's Environmental & Sustainability policy.
19. **Dignity at Work:** The Delivery Driver agrees to comply with the Client's Dignity at work, Equality and Diversity policies.
20. **Law Abiding:** The Delivery Driver shall provide, while providing the Service, that he/she will comply with the policies, standards, and regulations of the Client, including local and UK laws and to the best of their abilities.
21. **Vehicle Care:** The Delivery Driver agrees to keep the Delivery Vehicle clean, neat, and tidy. He/She will perform the pre-driving check every morning and fill in the pre-check form. Suppose a fault in the Delivery Vehicle is noticed. In that case, the Delivery Driver will inform the Client immediately, followed by filling out the Fault reporting form and handing that over to the Client at the earliest possible opportunity within 24 hours.
22. **Training & Courses:** The Delivery Driver agrees to attend the Service related courses and training required by law or advised by the Client and submit a copy of his passing certificate to the Client within the agreed time frame. If the Delivery Driver fails to offer such a passing certificate within the agreed time frame, the Client could terminate this agreement immediately, and no compensation will be made for such termination. Examples of such courses are "Van Driver Safety Training" and "Manual Handling" course.
23. **Time is of the Essence:** Delivery Driver acknowledges that time is of the essence in regard to the performance of all Services.
24. **Customer Service:** The Delivery Driver agrees that he will carry out the best possible customer service on behalf of the Client.
25. **Inspection of Services:** Any Compensation shall be subject to the Client inspecting the completed Services of the Delivery Driver. If any of the Services performed by the Delivery Driver under this Agreement are defective or incomplete, the Client shall notify the

Driver's signature:

Client's signature

Date:

Date:

Delivery Driver, at which time the Delivery Driver shall promptly correct such work within a reasonable time.

26. **Passenger(s):** The Delivery driver agrees that he/she will not carry any passenger or helper in the Delivery Vehicle without the Client's prior authorisation.
27. **Alcohol and Drugs:** Delivery Driver agrees that alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Delivery Driver or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.
28. **Health Monitoring:** The Delivery Driver agrees that he/she will monitor his health by regular medical check and will inform the Client immediately if a medical condition is diagnosed that could affect the Service, such as Vision impairment, Diabetes, Sleep apnea, Anorexia, Lack of sleep, Anxiety, Depression etc.
29. **Paying Penalty & Fine:** The Delivery Driver agrees to act by the rules and regulations administered by local and UK laws. He/She will use due care and caution in the operation of the delivery vehicle and strictly comply with all safe driving rules of the road, including all speed limits, posted directional signs and parking regulations. Under no circumstances he/she will operate the delivery vehicle under the influence of drugs or alcohol or when his/her physical or mental condition may be otherwise impaired. Delivery Driver shall be solely responsible and liable for any penalties, fines, or fees incurred, including parking and over-speeding fines.
30. **Driving Offense Notification:** The Delivery Driver agrees that he/she will inform the Client immediately if he/she is involved in a driving offence or if penalty points are endorsed on his/her driving license.
31. **Insurance Access Levi:** In case of an accident, if the Client claims the Vehicle Insurance, Goods in Transit Insurance or Public Liability Insurance, the Delivery Driver shall pay 20% of each claim's access. The Client's insurance access currently is £1000, and its 20% is **£200**.

Driver's signature:

Client's signature

Date:

Date:

32. **Sub-Contracting Liability:** Delivery Driver shall, at his/her own expense, be solely responsible for protecting its employees, sub-Delivery Drivers, helpers, material suppliers, and all other persons from the risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed (“Work Site”).
33. **Confidentiality:** Delivery Driver acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client’s business is confidential (“Confidential Information”). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Delivery Driver shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Delivery Driver or any other person, except with the prior written consent of the Client.
- a. **Return of Documents:** Delivery Driver acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon the termination of this Agreement or written request of the Client.
- b. **Injunction:** The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Delivery Driver under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Delivery Driver agrees that if he/she should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client
- c. **No Release:** Delivery Driver agrees that the termination of this Agreement shall not release him/her from the obligations in this Section.

Driver’s signature:

Client’s signature

Date:

Date:

34. **Return of Property:** Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, vehicles, cleaning supplies, fuel, uniforms, equipment, and any other items, must be returned by the Delivery Driver. Failure to do so may result in a delay in any final payment made by the Client. The Client shall deduct the cost of replacing an item not returned by the Delivery Driver.
35. **Successors and Assigns:** The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Delivery Driver or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Delivery Driver or Client.
36. **Default:** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or concerning this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.
37. **No Waiver:** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.
38. **Governing Law:** This Agreement shall be governed by and construed according to the local and UK laws.
39. **Severability:** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Driver's signature:

Client's signature

Date:

Date:

40. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorised officers.

Client's Signature: _____ **Date:** _____

Mirza Baig
Director

Delivery Driver's Signature: _____ **Date:** _____

Print Name _____

Driver's signature:

Client's signature

Date:

Date: