

Process 2.0

Service Level Agreement

Purpose of this process is the contract between the Self employed driver and REDSW

**SELF-EMPLOYED
CONTRACT FOR SERVICES**

THIS CONTRACT FOR SERVICES dated20

is made between :-

Roberts Express Delivery (South West) Limited, 7 Gannaway Lane, Tewkesbury, Gloucestershire GL20 8FD (“the Company”)

Subcontractor Name & Address.....(“the Supplier”)

BACKGROUND

- A.** The Company’s business is in driving and delivery services which it provides to its clients at various sites and locations.
- B.** The Supplier, as an independent business, provides professional courier services (“the Services”) such skills and abilities may from time to time be available to the Company.
- C.** The Company and the Supplier agree that if the Supplier offers to make his services available to the Company and is engaged by the Company, the terms and conditions in this Contract for Services shall apply.

OPERATIVE PROVISIONS

- 1. Both parties agree and intend that if and when the Supplier agrees to provide services to the Company he/she is engaged as an independent business in his own right under a contract for services and not a contract of employment or any other kind of contract.
- 2. The Company is under no obligation to, and provides no guarantee it will, offer or provide the Supplier with any services whatsoever.
- 3. The Supplier is under no obligation to accept any offer of services which may be made available by the Company or make his services available to the Company at any time. The Supplier is free to decline to provide any services at any time for any reason.
- 4. The Supplier agrees that if it provides services to or on behalf of the Company he will do so in a professional and services man like way.
- 5. The Supplier must have a vehicle tracking device fitted with access to telematics for the Company to ensure legal on road behaviors. The Company can assist the supplier in meeting this request but is under no obligation to do so.
- 6. As an independent business the Supplier is free to decide how he provides the services, and will not be subject to supervision, direction or control as to the manner in which he provides the services (either by the Company or the Company’s clients).
- 7. The Supplier is free to provide services to any other parties at any time, and the Company acknowledges it does not have first call on the Supplier’s services. The supplier is able to provide services from other locations for which they will be compensated for in terms of travel time and mileage. For smooth delivery of the services, however, the Supplier agrees he will observe overall agreed timescales and deadlines of the Company.
- 8. The Supplier is responsible for his own equipment. However due to the nature of the services the Company has secured provision of such necessary equipment, from its client, as may be necessary for the smooth delivery of the services.

9. The Supplier is responsible for the cost of maintaining and keeping up to date. His own valid insurances and licenses necessary to perform the services and will provide such documents as may be required by the Company to confirm this is the case.
10. The Supplier should provide the services to the best of his abilities and to the standard expected of a comparable professional service provider
11. The Supplier acknowledges he/she must be contactable at all times during the provision of the services to ensure smooth delivery of the services.
12. Supplier has freedom of association in accordance of law.
13. The supplier must adhere to the driving servicing time directive. No more than 60 hours in any given week shall be serviced. A 30-minute break is your responsibility to take after no more than 6 hours serviced. No more than 6 days consecutive may be serviced. A maximum of 10 hours daily can be serviced inclusive of rest period of 30 minutes. The supplier confirms it is their responsibility to record and provide evidence of their driving hours.
14. In order for the Company to meet its obligations the Supplier is responsible for ensuring any such vehicles utilised meet the requirements of the attached schedule.
15. Due to the nature of the services the Supplier acknowledges he is responsible for understanding and following the health and safety requirements necessary to perform the services.
16. The Supplier is responsible for ensuring it has all the relevant and correct information to enable it to undertake the services including correct times, locations and customer details.
17. Due to the nature of the services provided the Supplier acknowledges that the Company's Client has its own Equipment for confirming the status of deliverables and the Supplier ensures he is fully capable of utilising this Equipment. The Supplier is liable for any and all damage or valeting caused to any Equipment utilised by the Supplier in the performance of the services, to the extent damage was caused as a result of the actions of the Supplier.
18. REDSW may deduct from any sums owed to the supplier, or any of its clients, including but not limited to any motoring fines, outstanding amounts, cost caused by escalation, cost of damage to vehicles being hired or excess charged in respect of insurance claims.
19. The Company will supply all Policies on induction before first delivery is undertaken.
20. The Company will undertake refresher training for all Policies every six months

SUBSTITUES

21. The Supplier is free to send a suitably skilled and qualified substitute in his place to provide the services at any time.
22. Where a substitute is sent by the Supplier there shall be no contractual or financial relationship between the Company and the substitute. The Supplier is solely responsible for arranging payments to the substitute and for ensuring such persons possess the necessary skills, qualifications and licences to perform the services.
23. If, and only if, the Company is not reasonably satisfied the substitute has the necessary skills or qualifications to provide the services it may reject the use of such substitute or hired assistant.

PAYMENT FOR SERVICES

24. On top of the daily rate there is also the opportunity to earn commitment bonus and Incentive bonus for achieving certain metrics successfully (PHR, DPMO, AD1,s and 3). However, REDSW are under no

obligation to do so but will always communicate the metric, scores, targets and incentive through the POC/OSM (Point of Contact) ON-sight manager. (Please review Pay policy that outlines payment for services provided)

25. The Supplier is responsible for all his costs of travel to and from the location where the services are provided.
26. The Supplier is responsible for his own Tax and National Insurance Contributions.
27. The Company will pay for driver's Background and Drug & Alcohol checks.
28. The Company is under no obligation to make any payment to the Supplier. The Supplier will receive no payment for any period where services are not provided, and the Supplier will receive no payment for any cancelled services regardless of any reason as to why the services are cancelled.
29. The supplier can request the early payment of any outstanding invoice by way of email to Mike Nickson or Stefan Roberts through means of the local POC only. REDSW is under no obligation to pay invoices early but will look at each request individually and provide an answer in a timely manner.
30. The company authorizes use of a company fuel card upon request by a supplier. REDSW is under no obligation to provide this service. Upon use there will not be an admin charge.
31. The Supplier is engaged as a self-employed Supplier and understands and agrees he/she is not entitled to any statutory payments such as holiday pay, sick pay, maternity/paternity pay or any other payment of any kind.
32. The Supplier agrees that The Company operates a Self-Billing process and engaging in services is agreeing to this. Invoices will not be held for longer than a 21-day period of the due date and will only be held pending charges/fines or for monies owed to The Company

HEALTH & SAFETY

33. While the Supplier's method of providing services is his own, the Supplier agrees, that in the interests of Health and Safety obligations imposed on the Company, he will follow such reasonable operational rules relating security, road safety and applicable national and local laws and bye-laws in so far as they are reasonable applicable to independent persons in business on their own account.
34. The Supplier will not hold themselves out to be an employee or representative of the Company, save as both parties acknowledge for health and safety or security purposes the Supplier may need to be identifiable as a Supplier of the Company.

TERMINATION OF THIS AGREEMENT

35. Either party may terminate this contract for services for any reason and no notice is required to be given.
Reason for termination can and may include Customer escalations, Theft from DSP and or Customer, persistent breaches of Customer compliance to delivery process and or vehicle and safety compliance, on road or at customer premises.
36. Upon termination in some cases monies owed may be held to ensure traffic violations and or vehicle hire and or damage cost can be recovered in line with pay policy.

MISCELLANEOUS

37. The Supplier confirms that he/she has read and understood the terms and conditions contained within this contract for services and has had the opportunity to discuss this with any person or professional adviser he considers necessary before signing.
38. *Anti-discrimination.* Conditions of providing services must be based on an individual's ability to do the job, not on personal characteristics or beliefs. The Company and Our suppliers must not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, disability, age, political opinion, pregnancy, marital or family status, or similar factors in hiring and providing services practices such as job applications, promotions, job assignments, training, wages, benefits, and termination. Suppliers must not subject contractor or applicants to medical tests that could be used in a discriminatory manner.
39. *Fair Treatment.* All contractors must be treated with respect and dignity. The Company and Our suppliers must not engage in or permit physical, verbal, or psychological abuse or coercion, including threats of violence, sexual harassment, or unreasonable restrictions on entering or exiting services and residential facilities.
40. *No Bribery.* The Company and Our suppliers may not engage in bribery with anyone for any reason, whether dealings with government officials or the private sector. This includes offering, promising, giving, or accepting anything of value to obtain or provide undue or improper advantages to anyone for any reason.
41. *Anti-Corruption.* Suppliers must comply with applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act, and never bribe a government official. Suppliers may not offer, give, or promise anything of value, either directly or indirectly, to government officials to encourage them to act improperly or to reward them for doing so. Prohibited payments can take many forms including, but not limited to, cash or cash equivalents, gifts, meals, and entertainment. Any questions regarding the applicability of this provision or exceptions to this provision must be directed to the Concerns and Grievance manager.
42. *Whistle-blower Protections.* Suppliers must protect contractors whistle-blower confidentiality and prohibit retaliation against contractors who report servicesplace grievances. Suppliers must create a mechanism for contractor to submit their grievances anonymously.
43. Concerns and grievances regarding notes 28 through to 32 can be made anonymously to Managing Director Mike Nickson Mike@reddelivery.co.uk) or Stefan Roberts Stefan@robertsexpressdelivery.co.uk
44. **Child Labour.** REDSW will not tolerate the use of child labour. Suppliers must engage contractor whose age is the greater of: (i) 15, (ii) the age of completion of compulsory education, or (iii) the minimum age to services in the country where services is performed. Furthermore, contractor under the age of 18 must not perform hazardous services. REDSW supports the development of legitimate services place apprenticeship programs that comply with applicable laws and this Supplier Code. No children are allowed to be in the vehicle or assist in the services requested.
45. **Involuntary Labour, Human Trafficking, and Slavery.** Our suppliers must not use forced labour - slave, prison, indentured, bonded, or otherwise. Our suppliers must not traffic contractor or in any other way exploit contractor by means of threat, force, coercion, abduction, or fraud. providing services must be voluntary, and contractor must be free to leave services and terminate their contract or other services status with reasonable notice. Contractor shall not be required to pay recruitment, hiring, or other similar fees related to their provision of services.

Our suppliers must not require contractor to surrender government issued identification, passports, or services permits as a condition of providing services, all documents presented at the time of checking by the manager must be originals and valid in line with right to work legislation and our suppliers may only temporarily hold onto such documents to the extent reasonably necessary to complete legitimate administrative and immigration processing. Contractor must be given clear, understandable contracts regarding the terms and conditions of their engagement in a language understood by the servicer. Suppliers must ensure that each of its staffing or recruiting agencies comply with this Supplier Code and with the more stringent of the applicable laws of the country where services is performed and the servicer's home country.

46. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
47. Both parties agree that, with the exception of verbal agreements referred to in clause 18, these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.

48. Should the Company fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that the Company approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract for Services in full at any time now or in the future.
49. The Headings used in the Contract for Services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties. References to the masculine include the feminine.
50. This contract is governed by the laws of England and Wales.

Data Protection and our promise to you!

Privacy Statement

Roberts Express Delivery Limited (South West) is a Carrier Business, which places contractor and contractors on assignments across a range of different clients.

In order to place you as a serviceser or contractor on an assignment we need to collect and hold your personal data.

Roberts Express Delivery Limited (South West) understands that protecting the confidentiality and integrity of your Personal Data is a critical responsibility and we take it very seriously at all times. Our PII policy outlines this commitment.

This Privacy Statement sets out how we collect and handle your personal data, in a way that adheres to the principles of processing persona data, set out in the General Data Protection Regulations (2018).

Collecting your Personal Data

How?

The majority of the Personal Data we collect from you is during direct interactions with you such as our registration process. This will require you to complete an application form at one of our branches, to provide us with your necessary Personal Data.

We may also obtain Personal Data from external sources such as:

- National Job boards e.g. Reed/Indeed
- Cookies When you interact with our website, we may automatically collect data about your browsing actions and patterns.
- Social media sites

What? The Personal Data we may collect includes:

- Name
- Address
- Contact telephone
- Email address
- Biometric Data
- Date of birth
- Medical Information and History
- National Insurance Number
- Bank Details
- Eligibility to services information
- servicing history
- Professional qualifications and licences
- Ethnic Origin
- Criminal record
- Job Preferences
- Marketing Preferences

Why? Roberts Express Delivery Limited (South West) is able to collect your personal data on the legal basis is that it is required for the purposes of pursuing a legitimate interest. This legitimate interest being finding you suitable assignments in line with the contract in place between us.

We will only use your Personal Data when the law allows us.

Roberts Express Delivery Limited (South West) may also reply on consent as the legal basis to process your Personal Data, this may be to offer you more service in the future if you have stopped providing services with us. In this circumstance, you are able to withdraw your consent to this processing of your Personal Data at any time.

If you wish to withdraw your consent at any time, please contact us on admin@reddelivery.com

Processing your Personal Data Your Personal Data is stored locally on our secure database and is only accessible by authorised personnel instructed by Roberts Express Delivery Limited (South West).

The authorised personnel will use this data to process your inductions and place you into suitable service and then to process your timesheets, invoices, payroll, and to invoice Clients.

Your Personal Data will be passed onto our Clients initially in order to secure you service for how ever period they require, and then to enable you to continue providing services. It may also be passed onto to other third parties such as accountants, auditors, IT systems and other professional advisors.

We may also have to disclose your Personal Data to authorities or professionals for legal reasons or in the case of a dispute.

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those authorised personnel, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We will not transfer your Personal Data outside the European Economic Area (EEA).

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Holding your Personal Data Your Personal Data will be retained for as long as is necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or reporting requirements.

To determine the appropriate retention period for Personal Data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Your Rights

You have the following rights concerning your Personal Data: **Subject Access Request** You have the right to request access to your data at any time. If you request access to your personal data, this will be provided to you within one month.

You will not have to pay a fee to access your personal data (or to exercise any of the other rights).

Rights to object to processing Where we are relying on a legitimate interest and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms you have the right to do so.

Right to Rectification You have the right to request the rectification of any data you believe we hold for you which is incorrect. Following receipt of such request, we will immediately rectify any errors found.

Right to Erasure You can request that we remove your personal data at any time. Following receipt of an erasure request, we will remove your data with a 24-hour period.

Right to request restriction of processing . This enables you to ask us to suspend the processing of your personal data in the following scenarios:

(a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful, but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data, but we need to verify whether we have overriding legitimate grounds to use it If you wish to exercise any of these rights, please contact us on admin@reddelivery.com

Contact Roberts Express Delivery Limited (South West) is the data controller, and is 7 Gannaway Lane, Tewkesbury, Gloucester. GL20 8FD

If you have any questions, or issued about this privacy statement, or how and why we process personal data, please contact us at:

Data Protection Officer

7 Gannaway Lane,

Tewkesbury

Gloucester

GL20 8FD

Email: admin@reddelivery.com Tel: 01684 296677

You also have the right to lodge a complaint with the Information Commissioner's Office ("ICO") (the UK data protection regulator). For further information on your rights and how to complain to the ICO, please refer to the ICO website.

This Privacy Statement This statement is reviewed annually or sooner if required. It was last updated on 01 April 2020

The Company: **Roberts Express Delivery Limited (South West)**

Signed:

Dated:

The Supplier (Name & Address):.....

Signed:

Dated: