



29 April 2021

**Deliveroo response to questions on notice for the NSW Select Committee Inquiry on the impact of technological and other change on the future of work and workers in New South Wales**

Number	Question taken on notice	Deliveroo response
1	Page 3: The CHAIR: Since your operations how many people have passed through the platform or worked through the platform?	According to Deliveroo's records, approximately 20,300 people nationally have ridden for Deliveroo since we entered the Australian market in November 2015.
2	Page 3: The CHAIR: But if on notice you can provide any further details about what the typical earning would be, it would be helpful.	Our data shows that in March the national average earnings was \$23.40 per hour, including time spent waiting for orders.  The hourly, or piece rate, for March was \$34.02, excluding time waiting for orders.  This does not include income earned working for another platform - ie multi-apping - during that same hour.
3	Page 4 The Hon. ADAM SEARLE: I would like to know what is the average hourly income for one of your riders, just across the whole thing.	Our data shows that in March the national average earnings was \$23.40 per hour, including time spent waiting for orders.  The hourly, or piece rate, for March was \$34.02, excluding time waiting for orders.  This does not include income earned working for another platform - ie multi-apping - during that same hour.



<p>4</p>	<p>Page 4: The Hon. ADAM SEARLE: Do you know what proportion of your riders derive their only income from doing Deliveroo work?</p> <p>Secondly, what proportion of your riders derive the majority of their income from similar activities with other platforms?</p>	<p>We don't have accurate, recent data on this to provide a definitive answer on what proportion of riders derive their only income from doing Deliveroo work.</p> <p>We also don't have accurate, recent data to definitively say what proportion of riders derive the majority of their income from similar activities with other platforms.</p>
<p>5</p>	<p>Page 6: The CHAIR: ...have you given any thought as to what additional benefits could be provided if you had certainty that it would not disturb the independent contracting model?</p>	<p>Deliveroo is always considering what additional benefits we could offer to riders if there were greater legal certainty that these benefits would not be viewed as an indicator of employment status (as happened recently with regard to our accident insurance in a Dutch court case). Alongside sick pay, we would also like to support riders through offering them maternity or paternity payments upon the birth of a child, and 24/7 personal accident insurance to protect them if they are injured at any time.</p>
<p>6</p>	<p>Page 7: The Hon. ADAM SEARLE: Will you tell us how many riders have been injured in performing Deliveroo activities since 2015, how they have been dealt with and what kind of benefits they have been able to receive under those insurance arrangements?</p> <p>Is it at the same level as workers comp, or is it higher or lower?</p>	<p>Deliveroo captures incident data and categorises each incident according to the severity and type of incident.</p> <p>Category 3 = minor incidents, petty theft or abuse          Category 2 = broken bones, hospitalisation          Category 1 = immediate threat to life, limb or sight; ie fatality or permanent disability</p> <p>For the purposes of this response we have included data on Category 1 &amp; 2 incidents.</p> <p>From November 2015 to 31 March there have been 677 Category 2 and zero Category 1 type incidents.</p> <p>Prior to Oct 2019, any riders who were injured were encouraged to report the incident to WorkCover in their respective state/territory. Any benefits they received were subject to the decision of the respective WorkCover body.</p>

		<p>From 2019 to present, Deliveroo has had in place its own insurance policy which is provided free of charge to all riders and their delegates. As explained during the hearing, we moved to providing personal injury and income protection insurance cover to all riders on the Deliveroo platform as WorkCover was not fit for purpose.</p> <p>In determining the level of cover, we ensured that our personal injury and income protection insurance policy is broadly equivalent to that of NSW's WorkCover program, and in some instances it is better.</p> <p>For example Loss of income:</p> <ul style="list-style-type: none"> <li>- NSW WorkCover pays 75% - 80% of total income</li> <li>- Deliveroo Chubb policy pays 90% of total income up to 104 weeks (for Au residents) or 26 weeks for non-residents</li> <li>- Delegates are not covered by NSW WorkCover</li> <li>- Delegates are covered under Deliveroo's Chubb insurance policy</li> <li>- Under Work Cover, riders are only able to claim for the time they are performing work</li> <li>- Under Deliveroo's policy, riders and their delegates are covered from the time they log on to the app, including up to 1 hour after completing their last delivery, no matter who they are riding for (eg another platform).</li> </ul> <p>For more information on the Deliveroo Chubb personal injury and income protection policy; <a href="https://deliveroo.marshadvantage.com.au/group-personal">https://deliveroo.marshadvantage.com.au/group-personal</a></p>
7	Page 7: The Hon. ADAM SEARLE: I am just wondering whether or not your insurance arrangement covers your riders at the same level	In determining the level of cover, we ensured that our personal injury and income protection insurance policy is broadly equivalent to that of NSW's WorkCover program, and in some instances it is better.

	and what that level is.	<p>The policy does not include medical insurance cover, as compulsory third party insurance is provided to all road users through the state insurance schemes.</p> <p>With regards to support for injured riders, our policy provides for:</p> <ul style="list-style-type: none"> <li>- \$2000 for broken bones</li> <li>- \$2000 for out of pocket expenses</li> </ul> <p>For more information on the Deliveroo Chubb personal injury and income protection policy;  <a href="https://deliveroo.marshadvantage.com.au/group-personal">https://deliveroo.marshadvantage.com.au/group-personal</a></p>
8	Page 7: The CHAIR: Do you think you are at a competitive advantage or disadvantage by having that policy and the cost that you have to pay for it versus your competitors?	<p>Deliveroo does not know what our competitors pay and cost is not an important factor when considering rider insurance coverage. We believe it is important to provide insurance cover for ALL riders and their delegates, while they are delivering orders- no matter who they are delivering for - and up until one hour after their last delivery, so they are covered for the journey home. This is to ensure they are able to access the right compensation to assist with their recovery in the event that an incident occurs.</p> <p>For the schedule of benefits, please refer to:  <a href="https://deliveroo.marshadvantage.com.au/group-personal">https://deliveroo.marshadvantage.com.au/group-personal</a></p>
9	Page 9: Mr DAVID SHOEBRIDGE: On how many occasions has Deliveroo negotiated the terms with riders? How many times have you changed your standard agreement based upon a representation from a rider?	<p>Among Deliveroo's current active rider fleet, 609 have non-standard terms (ie a set fixed fee). Twenty (20) of those riders negotiated variations of these non-standard fees.</p>
10	Page 13: The Hon. MARK PEARSON: But you have made it your business to insure the delegate	<p>Deliveroo can confirm it has never received a complaint from a delegate - or seen evidence - that they are being exploited or not being paid for services provided.</p>

	<p>but it is not your business to ensure the delegate is paid fairly. Is that what you are saying?</p>	
<p>11</p>	<p>Page 13: The CHAIR: are there any systems you have in place that would tell us how many people are delegating?</p>	<p>Deliveroo’s supplier agreement terms for riders makes clear that the agreement is to “arrange for the provision of delivery services” - that is, there is no requirement for personal service. The agreement also separately outlines that riders can engage other individuals (delegates) to perform any delivery services.</p> <p>An extract from the relevant clause of the agreement is set out as follows:</p> <p><i>Importantly, if a rider elects to delegate the supply of services under the supplier agreement, it is the rider who is obligated to pay the delegate the fees due and to ensure all required legal obligations are met (including WHS).</i></p> <p>Deliveroo’s supplier agreement purposefully makes provision for the use of delegates because this flexibility is something that is (a) valued and required by riders and (b) beneficial to use operationally as it helps to ensure there is an adequate supply of delivery service providers when there is customer demand.</p> <p>While there is no need for Deliveroo to track or record delegation by riders, we can estimate the frequency of delegation in practice because:</p> <ul style="list-style-type: none"> <li>- We have reviewed updates made to contact details on rider accounts. In our experience, this is a good indication of delegation. This is because individuals who are acting as delegates for a rider often update that rider's account details so that they can use the rider's account on their own devices. For the period from October 2018 to 12 March 2021, based on the number of rider accounts that have had both phone and email address details updated at least three times, Deliveroo estimates that at least 23.5% of rider accounts are likely to have been used by delegates.</li> <li>- On 20 August 2020, Deliveroo commenced a survey of riders nationally, to better</li> </ul>



		<p>understand their delegation practices. Of the 184 riders who responded to the Delegation Survey, 55% confirmed that they delegate currently, or have done so in the past.</p> <ul style="list-style-type: none"> <li>- the Roo Community website includes a help centre for riders. The page with information about delegation (<a href="https://riders.deliveroo.com.au/en/news/delegation-101">https://riders.deliveroo.com.au/en/news/delegation-101</a>) has been visited 1,064 times since 01/01/2021 (as of 28/04/2021). This page is one of the top 4 visited pages on Roo Community.</li> </ul> <p>Operationally, Deliveroo does not and cannot track the choice of an individual independent contractor/small business to engage in the practice of delegations. Similarly, Deliveroo does not have a direct relationship with delegate-riders.</p> <p>However, due to the prevalence of delegation on our platform globally, all of Deliveroo's onboarding and safety information that is provided to its riders is hosted on a publicly accessible website (<a href="https://riders.deliveroo.com.au">https://riders.deliveroo.com.au</a>). This system has been specifically designed to assist riders who delegate to meet their obligations.</p> <p>As referred to above, a key post on the rider website is "Delegation 101" which provides guidance to riders who delegate.</p>
12	<p>Page 13: Mr DAVID SHOEBRIDGE: my concern is you have obligations under work health and safety legislation and duties of care to ensure people are safe and appropriately trained and have the appropriate necessary maintenance of their vehicles and personal protective equipment, and if you have no structures in place to check that is happening with delegates, I see a very significant gap in the measures you are taking to protect the</p>	<p>Deliveroo takes its obligations under the NSW Work Health and Safety (WHS) Act extremely seriously and we are diligent in ensuring we comply with our obligations under the Act.</p> <p>As Ms Duck noted in the hearing, a food delivery worker - or rider - is also a PCBU according to the definitions contained in the Act. And as such, they must also comply with the WHS Act.</p> <p>The Deliveroo Supplier Agreement contains the following clauses regarding delegates:</p>



	<p>people who work for you. I am more than happy if you want to respond to that on notice or respond to it now.</p>	<ul style="list-style-type: none"><li>- <b>3. Health and Safety</b><ul style="list-style-type: none"><li>- 3.2 Deliveroo will comply with its responsibilities under all applicable work-related health and safety legislation and will provide appropriate work health and safety materials to you prior to commencement of the supply of Services by you under this Agreement. These materials are available online and you should ensure that any delegate is suitably aware of the content and will comply with it.</li><li>- 3.3 Please inform a member of the Rider Support Team if you or a delegate are involved in any accident or near miss when using your bicycle, car, motorbike or scooter while supplying Services as soon as possible after the occurrence of the incident.</li></ul></li> <li>- <b>9. RIGHT TO APPOINT A DELEGATE</b><ul style="list-style-type: none"><li>- 9.1 Deliveroo recognises your right to engage others to provide the Services. You have the right, without the need to obtain Deliveroo's prior approval, to arrange for another courier to provide the Services (in whole or in part) on your behalf. This can include provision of the Services by others who are employed or engaged directly by you; however, it may not include an individual who has previously had their Supplier Agreement terminated by Deliveroo for a serious or material breach of contract or who (while acting as a delegate, whether for you or a third party) has engaged in conduct which would have provided grounds for such termination had they been a direct party to a Supplier Agreement.</li><li>- 9.2 It is your responsibility to ensure your delegate(s) have the requisite skills and training, and meet the requirements set out in the warranties at clause 6 above. You continue to bear full responsibility for ensuring that all obligations under this Agreement are met. All acts and omissions of the delegate will be treated as though those acts and/or omissions were your own. You are wholly responsible for the payment to or remuneration of any delegate under such terms as you may agree with that delegate and the normal invoicing</li></ul></li></ul>
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		<p>arrangements as set out in this Agreement between you and Deliveroo will continue to apply. Further information on working with delegates is available on the rider community site, where you can also access the up-to- date onboarding videos and rider materials if you want to show these to your delegate at any time.</p>
13	<p>Page 15: The Hon. SHAYNE MALLARD: On notice, and without identifying any individual riders, are you able to provide some of that data to us over the next couple of weeks?</p>	<p>Deliveroo regularly surveys riders to seek their views across a range of measures that provide an overall assessment of their satisfaction riding with Deliveroo.</p> <p>The current rating of satisfaction riding with Deliveroo is 84%.</p> <p>In a rolling rider survey of 2,835 riders, conducted between 01/01/21 and 21/04/2021 we found the top 5 areas of importance within the rider proposition as identified by riders, along with their satisfaction with these key indicators, are as follows:</p> <ul style="list-style-type: none"> <li>● Importance of <b>flexibility</b>: 9.03</li> <li>● Satisfaction with flexibility: 8.85</li>   <li>● Importance of <b>safety</b> when riding: 8.79</li> <li>● Satisfaction with safety when riding: 8.28</li>   <li>● Importance of <b>experience with customers</b>: 8.67</li> <li>● Satisfaction with experience with customers: 8.61</li>   <li>● Importance of <b>the rider app</b>: 8.64</li> <li>● Satisfaction with the rider app: 8.05</li>   <li>● Importance of <b>volume of orders</b>: 8.64</li> <li>● Satisfaction with volume of orders: 6.85</li> </ul> <p><u>The next key indicators, ranked by order of importance:</u></p> <ul style="list-style-type: none"> <li>● Importance of <b>rider support</b>: 8.53</li> </ul>





		<ul style="list-style-type: none"> <li>● Satisfaction with rider support: 7.84</li> <li>● Importance of <b>communications from Deliveroo</b>: 8.36</li> <li>● Satisfaction with communications from Deliveroo: 8.00</li> <li>● Importance of <b>Deliveroo rider kit</b>: 8.22</li> <li>● Satisfaction with Deliveroo rider kit: 8.26</li> <li>● Importance of <b>experience with restaurant</b>: 8.11</li> <li>● Satisfaction with experience with restaurant: 7.20</li> <li>● Importance of <b>pay per order</b>: 8.03</li> <li>● Satisfaction with pay per order: 6.56</li> <li>● Importance of <b>rider perks</b>: 7.87</li> <li>● Satisfaction with rider perks: 6.79</li> </ul> <p>All scores are out of 10.</p> <p>In addition, we provide riders with the opportunity to share their thoughts on how satisfied they are riding with Deliveroo. A list of verbatim comments from riders is attached as an appendix. To protect the privacy of riders, we have not included their names or locations.</p>
14	Page 16: The CHAIR: Do you have any reflections on that experience and any views as to how that can be reformed or otherwise so that it is more effective for all PCBUs?	<p>Deliveroo recognises that the roles and functions of a Health and Safety Representative (HSR) are an essential feature of workgroups, and is pleased to work collaboratively with its elected HSRs in Sydney.</p> <p>However, we welcome reform in this area to create legal obligations that are fit-for-purpose, rather than trying to adapt laws that have been designed for a traditional workplace (which is fundamentally different to the way that Deliveroo and riders engage with each other).</p> <p>In our view, the current legal framework does not contemplate a situation where a worker has complete flexibility regarding when, where or whether to perform work.</p>

