

SUPPLIER CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES dated:

is made between:

Silva Brothers Logistics limited, whose registered address is Unit 28, Westwood Park Trading Estate Concord Road, London, W3 0TH
(hereafter referred to as **"the Company"**)

And

☐ Agree

.....
(Name)

of

.....
(Address)

trading as (hereafter
referred to as **"the Supplier"**)

BACKGROUND

- a. The Company's business involves the of multi-drop parcel delivery services, which the Company provides to its clients at various UK geographic sites and locations.
- b. The Supplier, as an independent person in business, in their own right, provides professional driver and multi-drop delivery/courier services (**"the Services"**) and, 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.
- d. These terms will operate for an initial period of 10 months; however, this engagement can be terminated by either party without notice or reason.

OPERATIONAL PROVISIONS

1. Both parties agree and intend that if, and when, the Supplier agrees to provide services to the Company, he 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 works whatsoever. The Supplier is under no obligation to accept any offer of works 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.

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3. The Supplier agrees that if he provides services to or on behalf of the Company, the Supplier shall:
- provide the services with all due care, skill and ability, to the standard expected of a comparable professional service provider and;
 - promptly provide the Company any/all information necessary to enable the Company to review the quality of the services provided in accordance with the requirements of the Company's end-user client(s) (as set out in the Key Service Levels (KSL's) detailed at Schedule 1).

For the avoidance of doubt, no fee shall be payable in respect of any period during which the services are not provided.

4. 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.
5. 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. For smooth delivery of the services, however, the Supplier agrees he will observe the proposed and required timescales of the Company in order to, jointly, meet the expectations of the Company's end-user client(s).
6. 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, in addition to, where applicable, relevant PPE in the interest of the Supplier's health, safety and welfare.
7. The Supplier is responsible for the cost of maintaining and keeping up to date his own valid driving licence, insurances and legally required vehicle documentation, as necessary, to provide the services, and will provide, on request, such documents as may be required by the Company to confirm this is the case.
8. In addition to Clause 7 above, the Supplier acknowledges that he/she is solely responsible for ensuring they have the correct category and level of insurance for their vehicle including, but not restricted to, hire and reward for the carriage of goods. The Supplier may choose to utilise the affinity insurance partner of the Company on the understanding that any policies taken out by the Supplier will be in their own name, will be solely between the Supplier and the affinity insurance partner and any and all liability for any and all claims made against the policy rests solely with the Supplier.
9. The Supplier acknowledges he must be contactable at all times during the provision of the services to ensure smooth delivery of the services and reasonable expectations of the Company, and end client, that the services have been delivered.
10. 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 3.
11. Due to the nature of the services the Supplier acknowledges he is responsible for understanding and following legislative and health and safety requirements

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necessary to perform the services, including, but not restricted to all relevant health and safety and driving legislation, regulations and guidelines associated with the services the Supplier is providing.

12. 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.
13. 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 utilizing this equipment. The Supplier is liable for any and all damage 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 negligently or otherwise.

USE OF SUBSTITUTES

14. The Supplier is free to send a suitably skilled and qualified substitute or hired assistant in his place to provide the Services on their behalf provided the Substitute possess the necessary skills, qualifications and experience and meets the required criteria of the Company's clients as detailed in Schedule 3, in order to provide the services to the same extent.
15. Where a substitute or hired assistant is sent by the Supplier there shall be no contractual or financial relationship between the Company and the substitute or hired assistant. The Supplier is solely responsible for arranging payments to the substitute or hired assistant and for ensuring such persons possess the necessary skills, qualifications and licences to perform the services.
16. If, and only if, the Company is not reasonably satisfied the substitute or hired assistant has the necessary skills or qualifications to provide the services it may reject the use of such substitute or hired assistant.

PAYMENTS AND DEDUCTIONS

17. Formal written tenders are not required. The parties agree that the remuneration (i.e. daily rate, parcel/package/stop rate and/or hourly rate as, applicable to the Supplier's status) for the Services provided, and the method of payment will be negotiated and agreed between them from time to time and as detailed at Schedule 2 to this this Contract for Services).
18. The Company utilizes the services of 3rd Party payment provider Magna Outsourcing (hereafter referred to as Magna), to facilitate payments for the services provided by the Supplier and all payments will be made via a self-billing process.
19. Magna will have a separate contractual agreement with the Supplier for the payment services they provide, which will also include administrative support and assistance with the submission of annual HMRC accounts and VAT (if applicable).

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20. Subject to validation, all payments against invoice will be made every 14 days, 2 weeks in arrears.
21. The Supplier acknowledges that is a requirement of the Company's client that the Supplier be subject to a criminal background check and must meet the client stipulated criteria before the commencement of services. The criminal background check is facilitated via a UK Government recognised agency, the clients preferred supplier, and is subject to a process charge of £49.00 which the Supplier agrees they are liable for. This will be shown as a deduction during the validation of the Supplier's first invoice. The report received from the agency will be retained on the Supplier's file for the duration of their services but will remain the property of the Supplier.
22. If/where applicable, the Supplier agrees that the Company may deduct from any sums payable any sums that the Supplier may owe the Company, in respect of, and where applicable; blameworthy and non-blameworthy (accidental) property damage to any client's customers property that has resulted in a complaint against the Supplier. This also includes any additional costs, in terms of goodwill gestures to the customer, enforced upon the Company by the client.
23. In addition to Clause 19 above, the Supplier agrees that the Company may deduct from any sums payable any sums that the Supplier may owe the Company, in respect of, and where applicable; vehicle rental and insurance or in respect of any blameworthy damage caused to any vehicle the Supplier has hired, under a separate rental agreement, direct from the Company, and/or via any other vehicle supplier who may have an affinity with the Company and to whom the Company is obliged to underwrite any damage caused outside of the relevant insurance criteria (i.e. up to and including the agreed excess on the insurance policy).
24. The Supplier agrees that they will be liable for any costs in respect of traffic violations including, but not restricted to, parking tickets and/or speeding fines. This includes any additional administrative costs, levied by any local authority or vehicle rental company, in addition to the cost for traffic violations, parking tickets and/or speeding fines.
25. In regard of Clauses 19, 20 and 21 above, the Supplier understand and agrees that the Company will return at least 80% of any security deposit after any applicable deductions no later than 14 days after the DA ceases to provide services or returns the van. The Supplier also agrees that the Company may retain the remaining 20% of any security deposit to cover any traffic fines or other violations that the Company may receive after the Supplier ceases to provide services but that this may be returned to the Supplier, after any applicable deductions, no later than 30 days after the Supplier ceases to provide services or returns the vehicle.
26. At the cessation of the Supplier's service, regardless of the circumstances, withhold monies owed for a period not exceeding 28 days, from the date of cessation of the services, in order to cover any Supplier's liabilities in respect of any monies owing for vehicle damage and/or traffic violations.
27. The Company reserves the right to carry out regular inspection of any vehicle leased by a Driver, either under a direct lease or via a sub-lease agreement in the interest of safety and roadworthiness and the Supplier agrees that where damage has been caused and attributable to the Supplier, the Company may exercise their right,

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subject to proper assessment, to deduct the actual costs of repair to the vehicle from the Suppliers invoice.

28. The Supplier is responsible for all his personal and private costs of travel to and from the location where the services are provided.
29. The Supplier is responsible for his own Tax and National Insurance Contributions and must notify the Company if they are VAT registered and provide any/all available information to assist the Company to ensure the Supplier is remunerated in accordance with the agreed terms.
30. As stated in Clause 25 (above) the Supplier is responsible for ensuring he complies with the HMRC legislation regarding Tax and National Insurance. The Company also requires the Supplier, at the earliest opportunity, and before receipt of any payments for services provided, to furnish the Company with his personal Unique Tax Reference (UTR) number. The Company reserves the right to withdraw the offer of services to the Supplier in the event that the Supplier, after due notice, and without reasonable explanation fails to provide his UTR number within the timeline detailed in this clause.
31. The Supplier is engaged as a self-employed Supplier and understands and agrees he is not entitled to any statutory payments such as holiday pay, sick pay, maternity/paternity pay or any other payment of any kind.

HEALTH, SAFETY AND SECURITY

32. While the Supplier's method of service delivery 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 to his own, the Company's and end-clients security, road safety and applicable national and local laws and bye-laws in so far as they are reasonably applicable to independent persons in business on their own account. The Supplier retains the right to choose to provide the services in accordance with this agreement; however, he should also agree to meet the criteria, as detailed in Schedule 4, which sets out the minimum service standards expected by the Company and end-user client(s).
33. The Supplier will not hold himself 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.

CONFIDENTIAL INFORMATION

34. The Supplier acknowledges that in the course of the period of services, they will have access to Confidential Information. The Supplier has therefore agreed to accept the restrictions in this clause in that the Supplier shall not (except in the proper course of their duties), either during the period of services provided or at any time after the Termination Date, use or disclose such information to any third party and shall use their best endeavours to prevent the publication or disclosure of any Confidential Information. This restriction does not apply to:

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- any use or disclosure authorised by the Company or required by law; or
- any information which is already in, or comes into, the public domain otherwise than through the Suppliers' unauthorised disclosure.

DATA PROTECTION

35. The Supplier agrees that under a separate agreement, and in accordance with the General Data Protection Regulation (GDPR) (EU) 2016/679, he has been offered and has provided the appropriate consent to the Company to collate, retain and process data relating to them and/or any Substitute, under their control, for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the GDPR legislation) relating to the Supplier if strictly necessary, to include information relating to any criminal proceedings, in which the Supplier has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties. The Supplier shall comply with relevant obligations under the Data Protection Act 1998 and GDPR, and associated codes of practice, when processing personal data relating to any employee, worker, customer, Supplier or agent of the Company.

DISBURSEMENT AND RISKS

36. For the avoidance of doubt the Supplier shall bear any/all expenses or disbursements incurred in providing the Services, including:
- any and all tax liabilities associated with the provision of services to include those associated with the engagement of a Supplier or Substitute;
 - the Supplier will not be reimbursed for any insurance costs.
 - The Supplier bears the inherent risk and the deliverables shall transfer to the Supplier upon being collected at the base location and remain with the Supplier until it is delivered.
 - Title in the Deliverables being transported will remain with the Company's end-user client throughout the involvement of the Supplier, who will hold it as a Bailee.
 - Nothing in this agreement shall entitle the Supplier to retain any Goods in any circumstances whatsoever beyond the time taken to transport them in accordance with the Company's end-user client requirements.

INSURANCE AND LIABILITY

37. The Supplier shall have personal liability for and shall indemnify the Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Supplier or a Substitute engaged by the Supplier under the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the period of service full and comprehensive Insurance Policies to include policies adequately covering the following risks:

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- any and all motoring and/or driving incidents and the like, to include personal injury claims made by third-party motorists;
- accidental loss or damage to any delivery parcel or package to be delivered as part of the services.

The Supplier shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Company and end-user clients and that the level of cover and other terms of insurance are acceptable to and agreed by the Company and end-user clients in accordance with the relevant insurance requirements and legislation. Such policies will include Public Liability to the minimum cover value of £5m and Goods in Transit to the minimum cover value of £25k per vehicle. The Supplier shall on request supply to the Company and end-user clients copies of such Insurance Policies and evidence that the relevant premiums have been paid and policies are valid and legally in force.

TERMINATION

38. Either party may terminate this contract for services for any reason and no notice is required to be given.

39. Notwithstanding the above clause 30, the Company may specifically terminate the Engagement with immediate effect with no liability to make any further payment to the Supplier (other than in respect of amounts accrued before the Termination Date) if at any time the Supplier:

- commits any serious or repeated breach or non-observance of any of the provisions of this agreement;
- in the reasonable opinion of the Company, damages or risks damaging the Company's relationship with its end-user client(s) for any reason at all (howsoever arising);
- causes or participates in a situation whereby an end-user client has requested or required the cessation of the Supplier services for any reason whatsoever;
- upon the withdrawal or reduction of the requirement for services by the end-user client to whom the services were being supplied under this Agreement.
- is convicted of any criminal offence;
- is in the reasonable opinion of the Company negligent or incompetent in the performance of the Services;
- is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
- commits any fraud or dishonesty or acts in any manner which in the opinion of the Company, after due consideration, brings, or is likely to bring the Supplier or the Company or end-user client into disrepute or is materially averse to the interests of the Company or end-user client; or
- commits any offence under the Bribery Act 2010.

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40. The rights of the Company under clause 31 above are without prejudice to any other rights that it might have at law to terminate the Services or to accept any breach of this agreement on the part of the Supplier as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of these rights.

41. On the Termination Date the Supplier agrees that he shall:

- immediately deliver to the Company all Company property and original confidential information in their possession or under their control;
- irretrievably delete any information relating to the business of the Company or end-user clients stored on any computer, hard drive, magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under their control outside the premises of the Company. For the avoidance of doubt, the contact details of business contacts made during the engagement are regarded as confidential information, and as such, must be deleted from personal social or professional networking accounts; and
- provide a signed statement that they have complied fully with their obligations under this clause, together with such evidence of compliance as the Company may reasonably request

42. As previously stated, the relationship of the Supplier to the Company will be that of independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Company and the Supplier shall not hold himself out as such. This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly, the Supplier shall be fully responsible for and shall indemnify the Company, or end-user client, for and in respect of:

- any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Supplier shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier or any Substitute against the Company arising out of or in connection with the provision of the Services;
- any personal injury claim made by a third-party road user and/or pedestrian arising from carrying out the Services;
- any accidental (or deliberate) loss or damage to Deliverables.

The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.

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MISCELLANEOUS

43. The Supplier confirms that he 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.
44. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
45. Both parties agree that 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.
46. 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.
47. 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.
48. This contract is governed by the laws of England and Wales.

Signed: **Date:**

Name: **Position:**

For and on behalf of the Supplier ("the Supplier")

Signed: *Jodelle Pereira da Silva* **Date:**

Name: Jodelle Pereira da Silva **Position:** Director

For and on behalf of SBL Couriers Ltd ("the Company")

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Schedule 1 – Key Service Levels (KSL)

1. Service levels are of the utmost importance in order for the Company to fulfil its key obligations with its clients. The Supplier agrees that the services provided by him must meet the standards expected of a professional and competent supplier in his field and agrees the following KSL (translated into client metrics) will be utilised by the Company to observe the quality and proficiency of the services provided.

- **Working Hours Compliance** – This metric is based on our client's requirements for us to ensure that all our Suppliers adhere to the guidelines provided with regards to permissible number of continuous days and hours of service provided, in accordance with the GB Domestic Rules.

Working Hours Compliance Target:	100%
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- **Delivery Completion Rate (DCR)** – This is the number of packages dispatched to the Supplier which are successfully delivered to the client's customer and not returned to the point of origin (i.e. client's delivery station)

Delivery Completion Rate Target:	98.75%
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- **Delivered Not Received (DNR – DPMO)** – This metric is translated as the number of 'Concession Defects Per Million Opportunity (DPMO)'. The client sets a weekly target which, if attained by the Supplier, could result in additional incentive payments being made.

DNR DPMO Target:	375
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- **Contact Compliance (CC)** – There is a requirement for the Supplier to contact the clients customer (via the Rabbit App (telephone or text)) in advance of the delivery and the client will calculate success by the number of packages delivered with a call or text as well as packages undelivered due to UTA, UTL, NSL.

Contact Compliance Target:	90%
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- **Scan Compliance** – This metric is calculated on the share of packages that were allocated to the Supplier via the Rabbit App (i.e. not marked remotely from the delivery station).

Scan Compliance Target:	99.25%
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- **Photo-on-Delivery (POD)** – This is a requirement to prove delivery to the designated customer and is a metric calculated by the number of photos taken divided by the number of photo opportunities (aligned to number of stops per route).

POD Target:	100%
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2. If the minimum services levels are not reached or consistently maintained the Supplier acknowledges this may lead to reduction or withdrawal of the Suppliers services indefinitely or until the Supplier can satisfy the Company, it can achieve the service levels required.

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Schedule 5 – Age Verification Deliveries

THE INFORMATION DETAILED BELOW IS FOR ALL DRIVERS REGARDING AGE VERIFICATION DELIVERIES (AVD's) AND YOU ARE REQUESTED TO FOLLOW THESE GUIDELINES WHENEVER YOU DELIVER AN AVD PARCEL.

IF YOU HAVE ANY QUESTIONS ABOUT AVD OR UNSURE IN ANYWAY THEN DO NOT HESITATE TO CONTACT YOUR OSM OR MEMBER OF MANAGEMENT

AGE VERIFICATION DELIVERIES (AVD'S)

1. AVD'S ARE DELIVERIES THAT BY LAW HAVE TO BE SIGNED FOR AND YOU ARE REQUIRED TO CONFIRM THE CUSTOMERS AGE.

2. IF THE CUSTOMER DOES NOT LOOK OVER 18 AND CANNOT PROVIDE THE APPROPRIATE ID TO PROVE THEIR DATE OF BIRTH THEN DO NOT DELIVER THE PARCEL – IF YOU DO THEN YOU HAVE DELIVERED THAT PARCEL ILLEGALLY.

DO	YOU CAN DELIVER
<ul style="list-style-type: none">• Explain to the customer that you have to check their ID because you are delivering a product that requires you to check their age• Ask the customer to place their ID on ground and step back so you can both maintain social distancing• Mark 'COVID' in the signature box – do not hand over the device• Return the parcel to the DS or remote debrief if the customer CANNOT provide photo ID.	<ul style="list-style-type: none">• To customers who are over 18 years old and provide a valid ID• To the address on the label (including to an adult who can show their valid ID)• REMEMBER TO MAINTAIN SOCIAL DISTANCING THROUGHOUT THE DELIVERY PROCESS
DO NOT	YOU CANNOT DELIVER
<ul style="list-style-type: none">• Deliver AVD parcels without checking ID• Leave AVD parcels in safe places• Deliver AVD parcels to neighbours	<ul style="list-style-type: none">• To a person who DOES NOT provide ID no matter how old they look• To a neighbour• To a customer's safe place even if there is a note left by the customer

APPROVED DOCUMENTS FOR CHECKING

- PASSPORT
- PHOTO ID DRIVING LICENCE
- ID CARD OR RESIDENCY PERMIT
- PHOTO CONCESSIONARY TRAVEL PASS

DRIVERS WHO DO NOT FOLLOW THIS PROCEDURE PUT OUR CONTRACT WITH OUR CLIENT AT RISK WHICH IS UNACCEPTABLE

IF YOU DO NOT FOLLOW THIS PROCESS, YOU ARE LIABLE TO HAVE YOUR SERVICES IMMEDIATELY WITHDRAWN