

## Industrial Relations and Other Legislation Amendment Bill 2022

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## **Deliveroo submission to the Inquiry into the Industrial Relations and Other Legislation Amendment Bill 2022**

### **1. Introduction**

Deliveroo welcomes the opportunity to provide feedback on the *Industrial Relations and Other Legislation Amendment Bill 2022* (the Bill). As the Queensland Government contemplates introducing the new Chapter 10A regarding Independent Couriers into the Industrial Relations Act, we wish to highlight the way in which the food delivery platform sector of the gig economy functions in practice and the significant impact that the proposed reform would have by denying thousands of riders their preferred flexible way of working and harming the restaurant sector at a challenging time for the sector.

The gig economy is a new form of work that has grown in popularity among people who are choosing to fit work around their life priorities. Food delivery riders (riders) consistently tell us that flexibility is the most important reason why they ride for Deliveroo. Many riders, particularly those who value flexibility most (such as younger people or those with caring responsibilities), would leave the labour market without the flexibility we offer.

The flexibility that riders want can only be achieved through an independent contractor model, which is clearly distinguishable from the kinds of arrangements offered to employees under state or federal industrial instruments. Deliveroo's view is that the Bill endeavours to equate the arrangement between principal contractors and riders to that of an employer and employee, meaning the flexibility afforded to riders under our model would be lost.

However, we have always maintained that flexibility should not come at the expense of riders missing out on the security and benefits they deserve, and Deliveroo was the first in Australia to offer its riders income protection and personal injury insurance.

We agree that a form of minimum standards needs to be applied to ensure riders are supported and that is why we have consistently raised the bar of what we offer to our riders. Legislation to improve standards amongst our riders should focus on ending the trade-off between flexibility and security and allowing platforms to provide benefits while maintaining riders' self-employed status.

We are also of the firm view that any changes to industrial relations laws affecting riders should occur at a national level, for three reasons. First, because riders should have minimum standards that apply nationally. Second, because a patchwork of various state regulations makes it difficult and costly for a national business such as Deliveroo to operate with any certainty. Third, because the new Federal Labor Government has been very clear on its reform agenda for the gig economy and state legislation should not preempt this reform. We are committed to working with the Albanese Government and other stakeholders



to deliver a framework that provides additional benefits and entitlements to riders, while retaining the flexibility that is integral to the way riders want to work.

We would welcome the opportunity to meet with the Committee to discuss our views outlined in this submission in greater detail.

### 1.1. About Deliveroo:

Deliveroo was founded in 2013 in London and today works with tens of thousands of restaurants and riders to provide the best food delivery experience in the world.

Deliveroo launched in Australia in November 2015 and we're proud to offer flexible well-paid work to more than 10,000 self-employed food delivery riders across Australia. We currently receive around 1,100 applications a week from people who want to be riders.

Deliveroo partners with more than 13,000 of Australia's best-loved restaurants across 22 cities including Brisbane, Gold Coast, the Sunshine Coast, Toowoomba, Townsville and Cairns in Queensland - to bring great tasting food straight to people's front doors. Our partners range from small, independently owned restaurants and cafes, to catering businesses, franchises, larger chains and grocery businesses. Deliveroo partners with around 2,200 restaurants and 2,000 riders in Queensland.

Deliveroo also has a corporate arm, Deliveroo for Work, which launched in Australia in 2016. It is used by companies to provide meal allowances to employees and is typically used for employees working overtime, group orders for team lunches or large catering orders. During the Covid-19 pandemic (Covid) we saw many employers purchasing vouchers for staff working from home as a way to maintain team culture.

We also launched Deliveroo Editions in November 2017, Australia's first delivery-only multi-brand kitchens. We have two sites in Melbourne, hosting 13 kitchens and 10 restaurant partners, providing jobs for 69 people in total, including chefs, kitchen staff and site managers. Driven by technology, Deliveroo Editions uses data to identify customer demand in underserved areas and predict what type of food is likely to be popular, thereby reducing risk for restaurants. Deliveroo is filling the cuisine gaps in local areas while investing in the future of the Australian restaurant sector.

### 1.2. Deliveroo's business model

Deliveroo operates in what we term the 'three sided marketplace', comprising restaurant partners, consumers and riders. In summary, the model involves connecting our restaurant partners with consumers who want the convenience of ordering great food - which is delivered by riders - to their home.

The rider component of the three-sided marketplace involves Deliveroo engaging riders as independent contractors to perform delivery services. Riders are engaged in this way to



facilitate the ongoing flexibility that they consistently advise Deliveroo they seek in relation to the provision of relevant services.

The key features of working as a self-employed Deliveroo rider are:

- There is no obligation to work at a certain time or for a set duration, or even at all. When riders choose to work, there is no obligation imposed by Deliveroo to do so personally. Riders have an unfettered right to appoint delegates at their discretion.
- Riders work with multiple companies, often working across multiple platforms and with other clients in the same period of time as being logged into the Deliveroo platform (this is known as multi-apping).
- Riders have no fixed work arrangements, they pick their own times to go online and be available for delivery, and can be available for as little or as long as they like.
- Once online, riders are free to accept or reject any orders offered to them and rejection rates have no impact on being offered future deliveries. Having accepted an order, a rider can “unassign” from it at any time.
- Riders choose where they work, what vehicle they use, the routes they take to complete deliveries and what clothes and safety equipment they wear.

These flexibilities are not just elements of the relevant contractual arrangements, but accurately reflect the way in which riders perform work in practice. For example, riders frequently reject deliveries that are offered to them and can do so without sanction.

Flexibility is increasingly important to people as they consider what type of work they want, and we regularly hear that people ride with Deliveroo because they want to fit work around life, and not the other way around. Having the freedom to choose when to start work, cancel a job, or finish work at any point is ideally suited to people who have other commitments; for example, a student who wants to change their plans on a weekly basis depending on their coursework, a parent who has caring responsibilities for their children, or someone who wants to make some top-up income for a few weeks to save up for Christmas or a special occasion. Without this flexibility a lot of people wouldn't be able to work at all as if they were forced into employee-like arrangements and would leave the labour market all together.

Deliveroo chooses to operate this model because it provides riders with the flexible work opportunities they tell us they want, and this is reflected in riders' overall satisfaction with Deliveroo. Riders tell us the flexibility to choose when and where to work and which orders to accept is important to them (84% or 8.44/10), and across the past 8 weeks, the average satisfaction survey score for flexibility was 81% (8.09/10)<sup>1</sup>.

### 1.3. Supporting riders

Deliveroo puts riders at the centre of all that we do, and their safety is of paramount importance to us; we have a strong commitment towards their wellbeing. We are diligent in our compliance with our obligations under work health and safety legislation and go above and beyond to continually improve our systems and processes.

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<sup>1</sup> The Deliveroo rolling rider satisfaction survey covers the 8 week period from 3 May to 3 July 2022



For example:

- We provide free kit - including a highly reflective and visible shell jacket and thermal bag - designed with safety in mind.
- All riders participate in our comprehensive onboarding program that includes online learning modules on a number of safety topics.
- We were the first food delivery platform in Australia to establish a Rider Safety Advisory Panel which offers riders independent representation on safety issues.

Since our arrival in Australia we have provided insurance coverage for all riders, and we were the first platform to provide personal injury and income protection insurance, as well as public liability insurance for free. In September 2021 we introduced one off parental payments upon the birth or adoption of a child, and an insurance provision for riders to receive earnings while ill. The insurance payments for new parents provides riders with a lump sum of \$1,000 on the birth or adoption of a child. Earnings support for riders who are unwell will cover them for periods exceeding 7 days, upon receipt of a medical certificate signed by a doctor to claim under the insurance.

We would like to go further and believe that future legislation should allow platforms to provide benefits without risk.

#### 1.4. The role of food delivery in supporting the hospitality industry

Food delivery has played a significant role in helping keep restaurant doors open during the Covid pandemic lockdowns over the past two years. In 2020, Deliveroo - together with Uber Eats and MenuLog - wrote to then Minister for Small Business the Hon Shannon Fentiman about our commitment to the Queensland restaurant industry. We agreed to work with Queensland small business and the Queensland Government on the following set of principles to guide recovery:

- We are committed to promoting Queensland restaurants and cafes to boost Queenslanders' confidence about buying from their local outlets during and after the Covid-19 pandemic
- We are committed to transparency, and to helping small businesses make informed decisions about their business practices and delivery models, and to making choices that meet their individual needs. This includes providing information about organising self-delivery to help bring costs down for businesses and enabling restaurants the opportunity to redeploy staff
- We are committed to supporting consumers to make informed choices. This includes promoting the message that restaurants and cafes are open for business and there are various options available for purchasing meals from restaurants and cafes during Covid
- We will continue to take steps to ensure the safety of all users of our platforms
- We will continue to work with the Queensland Government, industry representatives and small business to explore new and innovative ways to boost recovery.



These Principles hold fast today, however the Bill has the potential to severely compromise our role in supporting restaurants not only recover from the pandemic, but also manage the current economic environment of rising inflation and softening consumer demand.

In 2021, Deliveroo commissioned an economics consultancy firm, Churchill, to assess the economic impact of the food delivery sector. The research found that the growth of the food delivery sector supported increased revenue and employment opportunities in the restaurant and catering sector:

- As an industry, online food delivery platforms enable restaurants to generate \$3billion in revenue, support the employment of 29,500 people and generate \$178million in capital expenditure spending on equipment.
- By 2025, restaurant revenue supported by online delivery platforms is forecast to grow 7.1% year on year to \$3.9bn, supporting 40,000 jobs.<sup>2</sup>

By partnering with Deliveroo, restaurants are able to reach a wider customer base, generate more revenue, save on up-front investment or marketing costs, and instead focus on their core food preparation and service functions.

More recently, data from the HospoVitality Index Survey<sup>3</sup> conducted shortly after the May 2022 election revealed that 62% of restaurant owners said that delivery would play an even bigger role than before (the highest score since this survey began), as restaurants look to offset rising input costs. This was higher among takeaway restaurants, with 68% saying delivery will be more important than ever. Food delivery was the lifeline that kept restaurant doors open during the pandemic, and today restaurant partners tell us that food delivery remains an important revenue stream.

## **2. General views on the draft Bill Chapter 10A**

We support future regulation of the gig economy and welcome legislation that would end the trade-off between flexibility and security. We have three main concerns with the current Chapter 10 A.

First, we note that the Bill is aiming to replicate Chapter 6 of the *Industrial Relations Act 1996 (NSW)*, but has broadened the scope to include self-employed riders by introducing the term *independent courier driver*. In doing so, the Bill appears to assume the form of work undertaken by riders is the same as that of road transport drivers, such as truck drivers delivering goods from point A to point B on a fixed schedule and route. Gig economy legislation should reflect gig economy work practices and not be transposed from legislation that responded to different concerns.

Second, if the intent of the Bill is to improve conditions for riders, then we believe the Bill falls well short. The legislation fails to factor that riders overwhelmingly choose this form of work

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<sup>2</sup> Churchill consulting analysis

<sup>3</sup> The HospoVitality Index Survey is conducted by YouGov on behalf of Deliveroo twice yearly.



because it allows them to choose when, where and how long they work - or not to work at all.

The Bill specifically defines a courier service contract as one that is *not a contract of employment (Section 406D - What is a courier service contract)* yet it forces riders into an employment-like relationship that has the exact same overlays as an industry award applied to employees<sup>4</sup>. For the Commission to compare and align conditions with an existing industrial instrument it would necessitate:

- a) setting a minimum hourly wage, with time-based payment rather than job-based payment;
- b) applying a concept of 'ordinary time' and a 'span of hours' to work which is performed at times which are completely at the discretion of the rider;
- c) applying penalties and overtime payments to work performed outside these so-called ordinary hours; and
- d) setting restrictions around the period of time within which a rider can be available to work, and mandating paid and unpaid rest periods and breaks.

The imposition of the above standards would require Deliveroo to fundamentally change the way in which it currently engages riders, with any new model likely to:

- a) require riders to work specified "shifts" or agreed hours for which they would be paid the applicable minimum hourly rate
- b) remove the capacity for riders to reject deliveries offered to them, such that riders would be obliged to undertake all deliveries allocated to them during their agreed shifts / hours
- c) restrict the capacity of riders to work for other companies and, in particular, prohibit multi-apping (that is, undertaking deliveries for different platforms in the same period of time)
- d) restrict the capacity for riders to delegate the performance of delivery services.

These measures would remove all the flexibility we know riders enjoy, and result in significant lost productivity and efficiency for riders, Deliveroo and our restaurant partners. In turn there will be impacts on:

i) The labour market: current riders - particularly younger riders or those with parental or caring responsibilities - may leave the labour market. This would reduce the diversity in Queensland's workforce and the utilisation rates of a key demographic. We know this because when Deliveroo's global competitor Delivery Hero gave their riders in Norway the choice to remain as independent contractors or transition to an employment model seventy per cent (70%) of the riders chose to continue to operate as independent contractors. There is no such option in the Bill. Further, a Copenhagen Economics Study of couriers in the EU

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<sup>4</sup> Draft Bill, Provision 406F: *Criteria and considerations for commission exercising powers (1) In exercising its powers under this chapter, the commission must ensure the contract instrument provides for remuneration and working conditions for independent couriers, for the work performed to provide services transporting goods under the instrument that -*  
*(b) are comparable to the remuneration and working conditions an employee would receive under an industrial instrument or this Act for performing similar work*



found that if forced to work set, inflexible shifts that 9% of couriers would stop working and not look for additional work and 5% would become unemployed.<sup>5</sup>

ii) The restaurant sector: Deliveroo would be forced to work with fewer riders working set shifts as there would be less demand for delivery jobs and riders would only work with one principal contractor. With a smaller rider base we would be unable to deliver at the same rate or cover the same areas of customers. We would not be able to meet fluctuations in demand, which would mean restaurant sales would be capped by the number of riders working a set shift, restricting restaurant revenues at an already challenging time for the industry.

That is why a flexible self-employment model - with fee payment per delivery - is vital to both restaurants, the wider labour market, and Deliveroo.

It is difficult to see how Deliveroo could continue to provide work opportunities to as many riders as it currently does if required to engage riders on a minimum shift arrangement or hourly basis, as per existing modern awards.

Third, there is no evidence that any impact assessments have been undertaken to understand the consequences of these regulations. We note that the original intent of NSW Chapter 6 was primarily designed for safety reasons in a context that is incredibly different to the gig economy, as we have already outlined. There has been no analysis of employment costs or clarification of the potential benefits of this Bill in accompanying documents. If safety is the concern, then we are already actively working on many initiatives to continually improve our practices, as well as meeting our obligations under the state based work, health and safety laws. It is unclear, therefore, what is meant by minimum standards.

We urge the Queensland Government to ensure it has a deep understanding of the nature of the work undertaken by self-employed food delivery riders and the food delivery platforms so that it may develop an appropriate policy view. From there, it will be in a better position to determine if legislation is needed and if so, that any legislation passed is fit for purpose.

### **3. Specific feedback on Provisions in the draft legislation**

**3.1.406F:** *Criteria and considerations for commission exercising powers (1) In exercising its powers under this chapter, the commission must ensure the contract instrument provides for remuneration and working conditions for independent couriers, for the work performed to provide services transporting goods under the instrument that - (b) are comparable to the remuneration and working conditions an employee would receive under an industrial instrument or this Act for performing similar work*

It is not clear which industrial instrument the Bill is referring to - that is, a State or Federal Instrument.

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<https://copenhageneconomics.com/wp-content/uploads/2021/12/copenhagen-economics-study-of-the-value-of-flexible-work-for-local-delivery-couriers.pdf>





Under traditional road transport arrangements, which are covered by industrial instruments at the federal level, our understanding is that truck drivers - although engaged as independent contractors - are not contractually allowed to work for multiple competitor companies at the same time (ie carrying goods to different companies at the same time), and they certainly can't choose to cancel the service either immediately prior to a scheduled pick up or when they are already in possession of the goods to be transported as happens with Deliveroo today.

A Deliveroo rider's contract stipulates simply that they are engaged to arrange for the provision of delivery services - they do not have to perform the delivery themselves. Riders are able to work for multiple platforms in the same period of time, they are free to cancel or reject an order even after it has been accepted with no consequence, and they are able to appoint a delegate to perform deliveries on their account.

Another key point of difference is that an hourly rate of pay (such as what may be associated with traditional road transport industry) is not applicable, given it is not reflective of the way riders work. Firstly, riders are paid upon completion of a delivery service. Further, an hourly rate of pay cannot work for a Deliveroo rider when 'working time' is understood by reference to the time riders are on an order (the moment they accept, to the moment they complete a delivery) because this is when the service is being provided.

This payment methodology is most reflective of how riders work in practice as they do not necessarily accept every delivery order while logged into the app, and even when they do accept an order they frequently reject ("unassign") from it if it no longer suits them to perform that delivery service. When they are logged into the app, riders have total freedom and control to set their own working patterns, working for as little or as long as they choose, wherever they choose. This means someone can be logged in for hours and make a choice not to accept any orders - or they may be logged into the Deliveroo Rider App but elect to undertake food deliveries for other platforms at that time. There is no sound basis to require payment when no work has been performed and the assumption that a self-employed contractor should be paid in an equivalent manner to an employee is flawed, when there is no direct comparison in any industry where a courier is employed.

It should be noted that Deliveroo riders always earn more than the Federal national minimum wage plus costs during time on order.

In Deliveroo's view, the task required of the Queensland Industrial Relations Commission would be virtually impossible to deliver with respect to riders.

Our data shows that the majority of riders provide delivery services for multiple food delivery platforms, which essentially means that food delivery platforms have to compete for riders just like we compete for customers. It is a vibrant market - we compete for riders at busy times, and to attract riders to complete orders on our platform we use surge pricing (additional incentives to supplement delivery fees). It is in our interests to have the most attractive and competitive fees to encourage riders to accept and deliver orders to our



customers, which ultimately delivers better outcomes for riders.

Riders have freedom and flexibility to decide which food delivery platform they accept work from based on the types of incentives being offered at that time. Deliveroo prides itself on having the best rider value proposition. We achieve this through our personal approach to engaging with riders to understand their views, what is important to them and to developing bespoke campaigns - such as the Winter Rider Safety Campaign - or offering additional benefits such as parental payments and earnings while ill.

*3.2.406F: Criteria and considerations for commission exercising powers (1) (g) the value of the annual leave, personal leave, long service leave to which an employee mentioned in subsection (1) (b) is entitled under an industrial instrument of this Act*

As per our response above, there is no direct comparison between the form of work undertaken by self-employed riders who work for multiple principal contractors, and couriers who are employed by a single company. Therefore there is no clear methodology that could be applied to determine leave entitlements, given that leave entitlements are based on an employees' 'ordinary hours of work'.

Leave entitlements traditionally allocated to employees are based on an employee working for a single employer completing regular ordinary hours to earn the leave entitlement. In having the freedom to choose not to perform deliveries, a self-employed rider can be unavailable for work for any period of time that they wish.

What constitutes 'ordinary hours of work' is therefore unclear when riders are not under any obligation to do any minimum amount of work, and when they do, they're able to reject orders by Deliveroo as they are working for another platform at the same time.

In our view, the time spent making a delivery could be considered, but not the time spent logged on to an app. However, this becomes challenging when considering riders are able to perform deliveries for more than one platform in any given period of time, including concurrently.

Therefore, we believe that this section, and the requirement for the Queensland Industrial Relations Commission (QIRC) to consider leave entitlements, would be impossible to implement with respect to riders, as it does not take into account how a rider actually works. In this respect, the Bill is requiring the Commission to undertake a very difficult task.

*3.3.406M Relationship of contract instrument with courier service contract: (2) the contract instrument prevails over the courier service contract to the extent of any consistency*

If, by virtue of section 406F, the contract instrument must be equivalent to an industrial instrument (whether State or Federal), a precursor to this section must be the existence of a suitable industrial instrument for the food delivery gig economy.

If the goal of reform is to establish minimum standards that provide benefits and security to riders, the reform program must be expansive, with consideration given to the way riders work, along with a process of deep consultation. The test therefore should not be an industrial instrument which applies to employees, but something unique to contracting



arrangements of this kind.

It is our strong opinion that this should be undertaken at a federal level, with a focus on terms that are fit for purpose for the way riders actually work. As a national business, we are not supportive of a state by state piecemeal approach to reform and believe it should be part of the Federal Government's purview. Given the Federal Government has stated they will explore reform of this sector, we believe it is pre-emptive of the Queensland Government to try to force reform through before this has occurred.

### 3.4. *Division 2 Negotiation process*

Deliveroo is committed to improving our offer to riders. That can include representation, which is why we signed a voluntary first-of-a-kind union agreement with the GMB Union in the UK.

As drafted we are concerned that the Bill sets out a negotiation process that does not reflect the norms of the wider economy by not providing the same exemptions from formal collective bargaining.

In particular, there is also no provision in the Bill which restricts a business to being compelled to bargain only under circumstances where there is majority support amongst relevant workers (as there is for other businesses) for seeking a negotiated agreement. Our concern is that a few riders, through an employee organisation, may seek to introduce and negotiate an instrument that will have wide ramifications for all riders. If the existing arrangements are supported by the principal contractor and majority of riders, it doesn't make any sense to change that arrangement.

Further to this, the requirement for a 65% favourable vote could feasibly force 35% to work under an arrangement they don't want. This takes away the flexibility to choose and is anti-competitive.

### 3.5. *406Z (3) Without limiting subsection (2)(b), the parties must obtain, and disclose as soon as practicable after the start of the negotiations, information relevant to the gender pay gap under the proposed negotiated agreement*

Deliveroo's algorithm that is programmed to assign riders to orders is agnostic to gender. The algorithm assigns an order to a rider based on proximity to the restaurant and vehicle type best suited to making a delivery in the safest and most efficient manner. Riders have complete freedom to accept or reject orders, including after an order has been collected for delivery. Therefore there is no pay gap as riders are paid for the order they deliver, with no consideration of their gender.

### 3.6. *406ZI - No disadvantage test: (1) The commission must be satisfied the proposed negotiated agreement does not disadvantage independent couriers in relation to their working conditions. (2) The agreement disadvantages independent couriers only if the commission considers the agreement would result in— (b) remuneration and working conditions that— (ii) are less favourable than the remuneration and working conditions an employee would receive under an industrial instrument or this Act for performing similar work.*

This Provision assumes there is a like-for-like comparison between the role and conditions of an employed courier and that of a self-employed independent contractor. There is no



equivalent comparison as an employed courier is not able to work in the same manner as a self-employed rider as outlined above in our feedback regarding section 406F.

*3.7.406ZK Equal remuneration test: The commission must be satisfied, in relation to the independent couriers to be covered by the agreement— (a) a proposed negotiated agreement provides for equal remuneration for work of equal or comparable value; and (b) a principal contractor to whom the proposed negotiated agreement applies has implemented, is implementing or, if the agreement is certified, will implement equal remuneration for work of equal or comparable value.*

As we have already articulated, there is no comparable form of traditional work equal to the way the food delivery sector in the gig economy works.

*3.8.406ZZF Interpretation of applied provisions (reference the column detail) (3) For a provision of this chapter that relates to work of equal or comparable value, the applied provision applies as if a reference to remuneration included the fees, allowances and other amounts payable, or other benefits made available, to an independent courier under a courier service contract*

As we have already articulated, there is no comparable form of traditional work equal to the way the food delivery sector in the gig economy works.

*3.9.406ZX When is courier service contract unfairly terminated: A courier service contract is unfairly terminated if the termination of the contract is harsh, unjust or unreasonable*

The terms regarding unfair termination of a courier service contract appear intended to reflect a similar approach to the Federal unfair dismissal jurisdiction for employees. As a general observation, we consider there to be no basis to extend a similar jurisdiction to contractors who have not traditionally been able to make such claims.

However, if it is considered necessary to create such a jurisdiction, the capacity to make such applications should be confined in the same way that the Fair Work Act 2009 limits the capacity of casual employees to make an unfair dismissal application to circumstances where they can demonstrate that they work 'regular and systematic' hours. As indicated above, if the intention is to extend employment-like benefits to relevant contractors, the benefits provided should not go beyond those available to employees.

The contract we have with riders is based on their feedback, designed around their needs and wishes. It is important, however, that riders fulfil the terms of the contract. The three way market place that we operate in relies on all participants fulfilling their role to a high standard; a restaurant's reputation depends on it and we know customers expect food to be delivered on time and to a high standard.

We are aware there are times when mitigating circumstances - such as slow traffic, road works, app error or an accident - make it difficult for a rider to deliver in the specified timeframe. Our algorithm is able to track these occurrences and we do not send notifications where mitigating circumstances occurred.

However, when a rider consistently fails to meet the services standards they signed up to, there will be an investigation and steps taken where appropriate. We always undertake a manual review before ending a contract to double check that all mitigating circumstances



have been identified. Riders can also ask for a review, which we will do - and we are prepared to overturn decisions based on the evidence.

#### **4. Conclusion**

In summary, Deliveroo is concerned that the Bill seeks to impose concepts which apply to traditional employment arrangements to riders in circumstances where those concepts are incompatible with the way in which riders work. Regulation for the gig economy should focus on ending the trade-off between flexibility and security and allowing platforms to offer benefits while retaining a self-employed model for couriers.

Most critically, the proposed legislation will not serve riders' best interests. The new laws will remove rider's flexibility and ultimately lead to fewer riders working in the sector. This will have knock-on impacts for the restaurants we support, since it will mean fewer orders and less opportunity to grow their delivery revenue streams.

We also strongly maintain that any changes to existing industrial relations regulations that focus on platform work needs to be led by the Commonwealth, in collaboration with the States and in consultation with all stakeholders. We do not condone a piecemeal approach where legislation is created on a state by state basis, especially when we operate under a national workplace relations system.

We would welcome the opportunity to meet with the Committee to share our insights in more detail.

- Ends -

This submission is made on behalf of Deliveroo by:

Libby Hay, Head of Corporate Affairs, Deliveroo

E: [REDACTED]

A: level 2 / 161 Collins Street, Melbourne, VICTORIA 3000