

FREELANCE DELIVERY PARTNER DRIVER TERMS & CONDITIONS - MULTI VEHICLE

This contract agreement is effective from the day the freelance contractor agreeing to fulfil the CENTERSHOPS deliveries until a notice of termination from either side.

As a Multi-Vehicle Delivery Driver you must agree to the following:

- You must have necessary legal paperworks, permissions and desired license to drive on the roads
- You must be at least 18 years old
- You must check with the legal authorities the requirements of necessary license for riding Electric bikes or Battery bikes or similar category bikes on the road
- You must check with the legal authorities and RTO about the power output requirements of the vehicle to exempt from having a license
- You must ride safely and responsibly

As a Delivery Driver I hereby agree to the following Terms & Conditions:

1. I agree to comply with the standards and procedures set forth by my employer and with all other guidelines from time to time established for my Delivery Driver position as a contractor aka freelancer position.
2. The vehicle I use for delivery services will:
 - Not be used for personal errands while going to, during, or returning from a delivery, unless directed by my employer.
 - Be maintained in good condition and repair.
 - Comply with all rules and regulations governing safe and lawful operation according to the state and central govt rules and regulations.
3. I will comply with all the policies and guidelines established by my employer to fulfil my duties.
4. Under no circumstances will I operate my delivery vehicle while under the influence of drugs or alcohol or when my physical or mental condition may be otherwise impaired.
5. I understand that any violation of this Agreement or of any of the standards, procedures, or guidelines applicable to my Delivery Driver position may result in suspension or termination of the contract. In particular, I acknowledge the need for utmost safety and due care in the operation of my delivery vehicle and in the conduct of delivery services.
6. I understand and I am prohibited from carrying any passengers without management authorization. I will uphold the high driver standards of a Delivery Driver.

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7. I as a delivery driver shall deliver food on time without any inconvenience caused to the customer of the restaurant.
8. All the safety protocols including covid protocols shall be obeyed by the me as a delivery driver during the delivery.
9. I as the delivery driver shall not alter the food or open the packaging given by the restaurant and shall provide the correct ordered food to the customer.
10. Proper hygiene shall be maintained by me as the delivery driver during his time period. Food shall be provided in good and hygienic conditions.
11. The Employer will pay the delivery driver the amount that is mutually agreed upon by both parties.
12. I as the Delivery driver shall not indulge in any criminal activity during the tenure of his service towards restaurant or the customer and shall abide by all the laws set forth by the restaurant and the government.
13. If I as the delivery driver indulges in any criminal activity, I will be subject to termination of his service.
14. I agree to only operate the vehicle approved by the insurance company and will not drive a substitute vehicle without the carrier's prior approval.
15. I agree to maintain my automobile insurance (including coverage for Bodily Injury, Property Damage, and Personal Liability) AT ALL TIMES while using my vehicle for delivery and will inform my employer if my insurance coverage is changed, cancelled, or not renewed. I will stop my service immediately in case of any non-compliances arises in terms of road, vehicle, people and insurance regulations and inform my employer immediately
16. I understand that MY insurance is responsible if I am involved in an accident that causes injury or damage to me as well as another person and/or their property. I am also aware that my employer's insurance DOES NOT cover my collision coverage.
17. The Delivery driver will also make themselves aware of, and comply with, the health and safety policies of any third-party premises that they enter for the purpose of performing the services
18. All work-related hazards, incidents, injuries or accidents are to be reported immediately to the employer. Hazards include anything relating to the delivery driver's personal circumstances which render him/her or others more susceptible to harm, including stress.
19. In the event there is a Service Failure, you will not be entitled to payment, or part-payment, for any part of the Services affected by the Service Failure, as determined in our reasonable discretion

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20. If there is a dispute between us, each party must use good faith efforts to resolve the dispute informally. If the dispute is not resolved the parties may, seek external mediation.
21. Either party may immediately terminate this contract agreement and end the relationship between for any or no reason on the giving of seven (7) days written notice.
22. In the event that the contract agreement is terminated, the employer is only liable to pay you for any services provided up to the date of termination only.
23. Upon termination of this Agreement, howsoever occurring, the Delivery driver shall immediately return to the Employer records, documents, plans, letters, papers and other material and information of every description (including all electronic information and all copies of or extracts from the same) within their possession or control relating to the affairs of the Company.
24. Any notice given under this agreement shall be made by letter or sent by email to the addresses provided by the employer and the delivery driver or such other address advised by the parties from time to time.
25. I am aware that the agreement clauses here aka “terms & conditions” are subjected to amendments from time to time without my notice to improve the services and operations of the business and customer needs.
26. By agreeing below, I am stating that I had had sufficient time to review the Agreement and seek legal and/or financial counsel from a licensed professional if I chose to do so. I am legally competent to enter into this Agreement and voluntarily agree to be bound by the terms of this Agreement.

Hereafter to start my service as a delivery-partner-driver I have handed over the following documents to CENTERSHOPS staff and I confirm that all information I have provided is true and with best of my knowledge.

Details of The Delivery Partner:

- **Valid Driving License number and copy:**
- **Bike/Vehicle Validity RTO Papers Copies:**
- **Vehicle Insurance No and copy:**
- **Bank Account Name, Account Number and IFSC Code :**
- **Phone and WhatsApp Number:**
- **PAN Card Number and copy :**
- **ADHAAR Card Number and copy :**

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- Setup your Login ID/Password: via **CENTERSHOP Driver App** from PlayStore

PlayStore Link

<https://play.google.com/store/apps/details?id=com.centershops.delivery>



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Terms & Conditions Online Link

<https://app.centershops.in/terms-and-conditions>

Details of the Company:

- **Legal Entity Name:** UX52 TECH PRIVATE LIMITED
- **CIN:** U72900OR2022PTC041365
- **PAN:** AADCU2335C
- **Registered Office Address:** THAKURPATNA, GUALSINGH, KENDRAPARA, ODISHA 754250
- **Corporate Office Address(India Operations):** S5 PHASE2 MEENAKSHI RESIDENCY, BANNERGHATTA ROAD, BENGALURU 560076
- **Website and mobile Apps:** <https://centershops.in> (“Website”) and “CENTERSHOPS” apps (for mobile and smart phones)
- **Customer Care Contact:** cshelloo360@gmail.com
- **Corporate Affairs Contact:** hi5point2@gmail.com