

FAIR WORK COMMISSION
Fair Work Act 2009
s.158—Application to make a modern award

Menulog Pty Ltd
(AM2021/72)

WITNESS STATEMENT OF MORTEN BIRK BELLING

I, Morten Birk Belling, Managing Director, of Level 35, Tower 3/300 Barangaroo Ave, Barangaroo in the State of New South Wales, state as follows:

Background

1. I am employed by Menulog Pty Ltd (**Menulog**) in the role of Managing Director, Australia & New Zealand. I am authorised by Menulog to make this statement, and make this statement on the basis of my own knowledge.
2. I commenced employment with Menulog in December 2015 in the position of Finance Director, Australia & New Zealand which I held until December 2019 when I took up the role of Managing Director, Australia & New Zealand.
3. In my role as Managing Director, Australia & New Zealand, I am responsible for overseeing the management and performance of Menulog.
4. In my previous role as Finance Director, I was heavily engaged in the establishment of Menulog's Delivery Service in 2018, which is discussed in further detail below.
5. Prior to coming to Australia to take up my role as Finance Director of Menulog, I was employed as Finance Director, Denmark & Norway for Just Eat Group from March 2013 until November 2015. I accordingly have a deep understanding of the on demand delivery industry both in Australia and in Europe.
6. I have a detailed understanding of the on demand delivery industry not only through my extensive management and leadership roles in industry in Australia and Europe over eight years, but also through my direct engagement in the actual services that Menulog offers, for example:
 - (a) I regularly attend sales 'blitz's, where the sales and account management teams visit specific areas to talk to existing and potential restaurants and other businesses about joining the Menulog platform;
 - (b) I regularly visit restaurants in Sydney to get feedback on the Menulog platform;

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- (c) I am a registered courier for Menulog and regularly personally complete Delivery Runs to ensure I stay up to date with the experience for couriers, and I went out on the road with the first employed courier as part of our trial launch and gained insights on his first shift firsthand;
- (d) I have participated in a number of customer research sessions to hear firsthand, views on Menulog and the industry.

Background to Menulog's on demand delivery business

- 7. Menulog is an Australian online food delivery marketplace that operates across Australia and New Zealand which commenced operation in Sydney in 2006.
- 8. Headquartered in Sydney, Menulog has more than 500 employees, with large, locally based human resources, finance, operations, sales, marketing, and courier, customer and restaurant support teams. As I explain below, approximately twenty of those employees are couriers.
- 9. Menulog began as a pure self-delivery business, working with restaurant partners with their own delivery drivers to provide online ordering solutions. In 2015, Menulog was acquired by a UK-based delivery marketplace business, Just Eat Group.
- 10. Historically, all takeaway food ordered through Menulog has been either collected by the customer or delivered by restaurants directly. In 2018, in order to provide food delivery options for restaurants that have not traditionally undertaken food delivery, or which would prefer not to undertake delivery themselves, Menulog took the next step of engaging delivery drivers to connect customers and restaurants. Initially, all of those delivery drivers were engaged by Menulog as independent contractors, and this remains the predominant model used by Menulog to provide on demand delivery services for restaurants at this time.
- 11. In 2020, Just Eat merged with Takeaway.com, a business that has engaged couriers as employees since 2016. With a new management structure, a new strategic vision, different set of values and philosophies and evolving legal landscape in different countries, the Just Eat Takeaway.com Group began to employ couriers in other countries as well, including the UK, France and most recently Italy. As of 31 December 2020, the Just Eat Takeaway.com Group's employed courier model was active in over 12 markets across Europe and Israel, directly and indirectly employing couriers.
- 12. With this background in mind, Menulog currently operates in Australia with three business models:
 - (a) a customer collection model where customers place orders with restaurants and merchants but they opt to collect the order themselves rather than rely on delivery (our collection business);
 - (b) a pure marketplace model where customers place orders with restaurants and merchants that undertake their own deliveries to customers (our marketplace business); and
 - (c) an on demand delivery services model, launched in April 2018, where Menulog facilitates deliveries for restaurants and merchants through independent

contractors and in some instances in Sydney, employed couriers, engaged on a customer demand basis (our delivery business).

13. Prior to the commencement of Menulog's delivery service, around 10,000 marketplace restaurants offered takeaway food for purchase through Menulog's website for delivery by the restaurants from which the takeaway food was purchased.
14. Menulog now has arrangements with more than 27,000 local restaurants across all of Australia and has more than four million active customers that access the Menulog network via its native mobile apps and website.
15. Of the over 27,000 businesses that offer their food and other items for sale on the Menulog platform:
 - (a) 95.95% are restaurants and fast-food businesses
 - (b) 3.18% are convenience and grocery businesses; and
 - (c) 0.86% are bottle shops selling alcohol.

The emergence and growth of the on demand delivery service industry

16. When I refer to the on demand delivery services, I am referring to an industry which may be defined as follows:

The on demand delivery services industry means the collection and delivery of food, beverages, goods or any other item, that are ordered by a consumer from third-party businesses that offer food, goods and other items for sale for immediate collection and delivery on an online or application-based platform, provided that:

- (i) *the collection and delivery is not of the employer's own food, beverages, goods or other items offered by it for sale; and*
 - (ii) *the employer is not in the primary business of providing general transport or delivery services at large of food, beverages, goods or any other item that has not been purchased on its online platform.*
17. The on demand delivery services industry is very young in Australia, and essentially did not exist prior to 2015.
18. Commencing in 2006, Menulog was one of the first online platforms to provide a capacity for consumers to order takeaway food online, but this was always facilitated by delivery arranged by the restaurant. This is reflected globally, and while Just Eat and other platforms operated online as "marketplace" platforms to provide the ability for consumers to order directly with restaurants for pick or delivery by restaurants directly from the early 2000's, the provision of on demand delivery by online platforms essentially did not exist anywhere in the world prior to 2010.
19. Deliveroo entered into the Australian market in 2015, and Uber Eats entered into the Australian market in 2016. As noted above, Menulog commenced its delivery service in 2018.

20. In the provision of on demand delivery services, Menulog primarily competes with the following key online platforms:
 - (a) Deliveroo
 - (b) Door Dash
 - (c) Uber Eats
 - (d) Hungry Panda
 - (e) Easi
21. Menulog's delivery platform has continued to grow alongside the proliferation of technology to facilitate on demand delivery of food, drinks, and other items to meet consumer demands. This has been particularly accelerated by the COVID pandemic, with particular spikes in demand over periods of Government-mandated restrictions.
22. The rapid growth of Menulog's business is reflected across the broader on demand delivery services industry. A report published by the Actuaries Institute in December 2020, *The Rise of the Gig Economy and its Impact on the Australian Workforce*, found that consumer spend in the meal delivery market has increased six-fold between 2015 and 2019, largely driven by gig economy providers, who contributed 78% of this total meal delivery sector growth. Annexed and marked **MBB-1** is a copy of the December 2020 Actuaries Institute report, *The Rise of the Gig Economy and its Impact on the Australian Workforce*.
23. This growth is also reflected in the real-time spending tracker, developed by consultancy Accenture and credit bureau illion, which draws on anonymised weekly bank transaction data of Australian customers. As set out in the tracker chart copied below, food delivery services experienced initial growth at the start of the initial 2020 government restrictions in response to COVID-19, but have continued to experience strong growth since this time.



Figure 1: Australian real-time consumer spending – Food Delivery – at 17 October 2021 - <https://www.e61.in/index-tracker>

The process for on demand delivery

24. While each on demand delivery services platform operates according to its own technology, the basic operation of the platform is the same, in that:
- the platform advertises and takes online orders for food and other items provided by third party restaurants and merchants;
 - customers place orders for food and other items through the platform on the basis that the food and other items will be dispatched for immediate delivery, usually within an hour of the customer placing their order;
 - for marketplace orders, the restaurant receives the order and delivers the order using its own staff, or a customer will opt to collect the order themselves; and
 - for delivery orders, a delivery courier will be offered the opportunity to collect the food or other items from the restaurant or merchant and deliver to the consumer. Where employed couriers are utilised, the delivery courier would simply be deployed to collect the order and complete the delivery.
25. In Menulog's case, the sequence of food delivery is facilitated by proprietary technology developed within the Just Eat Takeaway.com Group. There is a separate proprietary Courier App (one for independent contractors and one for employees) which is accessible on the courier's smartphone, Customer App and Restaurant App which each "speak" to each other to complete the transaction from ordering through to delivery across the same platform.

26. The system is optimized for network efficiency, with the outcome that drivers are matched to jobs on a “best fit” basis. “Best fit” is not a qualitative assessment. Rather, the determination of “best fit” is based on a combination of:
- (a) the customer’s preferred delivery time (taking into account whether a food order is a pre-order for food to be delivered at a specified time in the future, or whether food is to be delivered as soon as possible);
 - (b) the estimated delivery time of the order to the customer;
 - (c) required food preparation time for the restaurant;
 - (d) when couriers are available; and
 - (e) where couriers are located.
27. It is an integral element of on demand delivery that items are collected directly from the merchant and delivered to the consumer who has ordered the items for immediate delivery. If they go to multiple delivery points then the delivery will not be “immediate” (and, if the item is hot food, it will go cold). The most recent three-month average time for the completion of delivery following collection of food from the restaurant to delivery at the customer’s address is 9.2 minutes.
28. Where more than one order from the same restaurant is to be delivered to two addresses that are very close to one another (for example, within the same apartment building), there is scope for both of those deliveries to be completed by the same courier, however we set a threshold to ensure that the delivery will be completed within no more than 14 minutes and accordingly only around 1% of Menulog’s orders are handled in this way.
29. While on demand delivery service platforms may provide scope for the making of a scheduled future order, this is a very small part of our business. In Menulog’s case, scheduled orders may not be placed more than 48 hours in advance, however only 0.14% of sales being orders made for delivery that is not for delivery on the same day on which the order is made. In the majority of cases, an order placed in advance is an order that is placed shortly (that is within an hour) before the restaurant at which the order is placed has opened for delivery as soon as possible after that restaurant opens.

30. The sequence by which delivery opportunities are currently allocated to **independent couriers** engaged by Menulog is as follows:

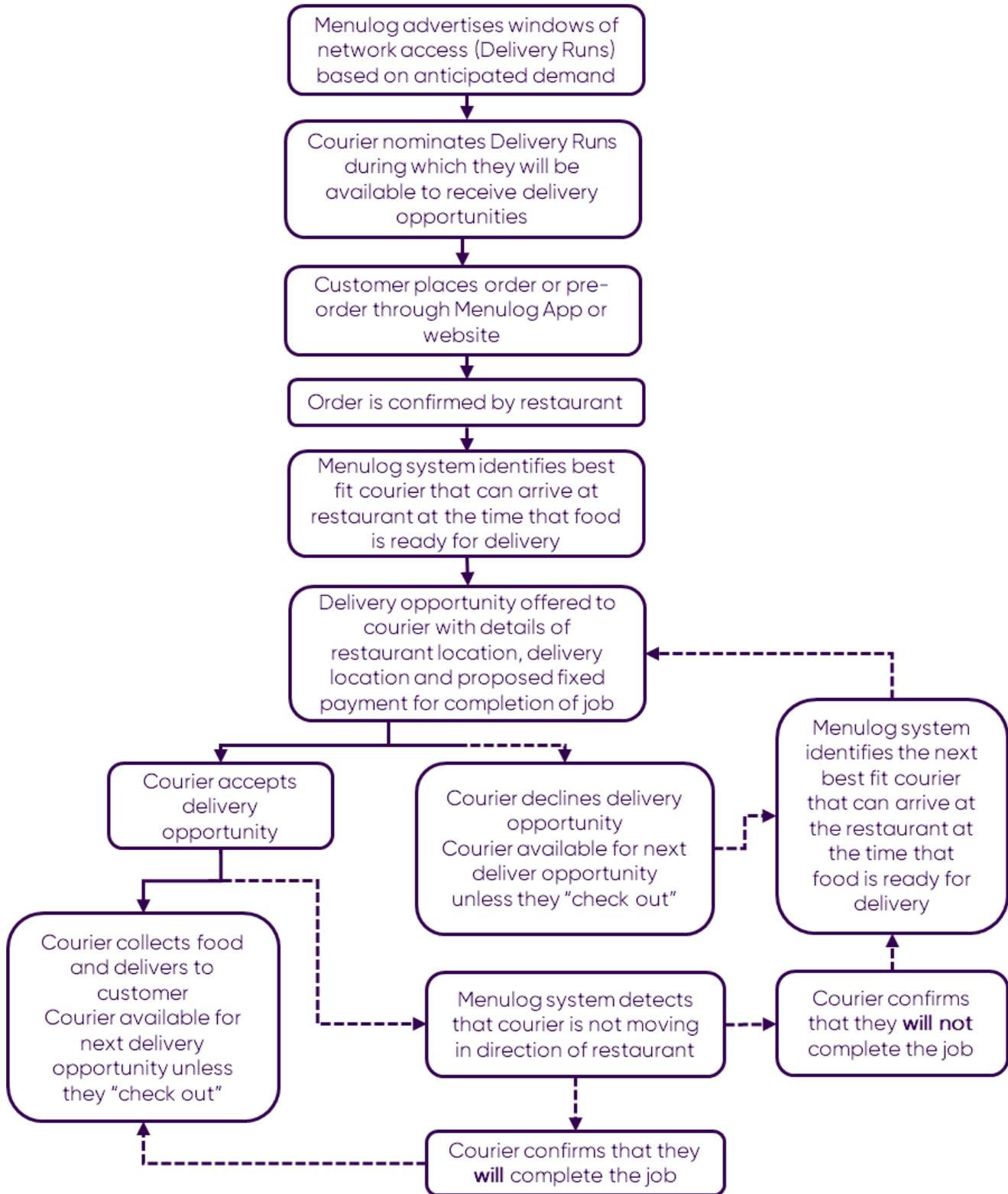


Figure 2: Flowchart sequence of delivery opportunities allocated to independent couriers

31. Based on my knowledge and experience in the on demand delivery services industry, I believe that this sequence of work is reflective of how independent couriers accept delivery jobs on competitor platforms.
32. In June 2021, Menulog commenced a trial of employed couriers. The sequence by which **employed couriers** are allocated work is as follows:

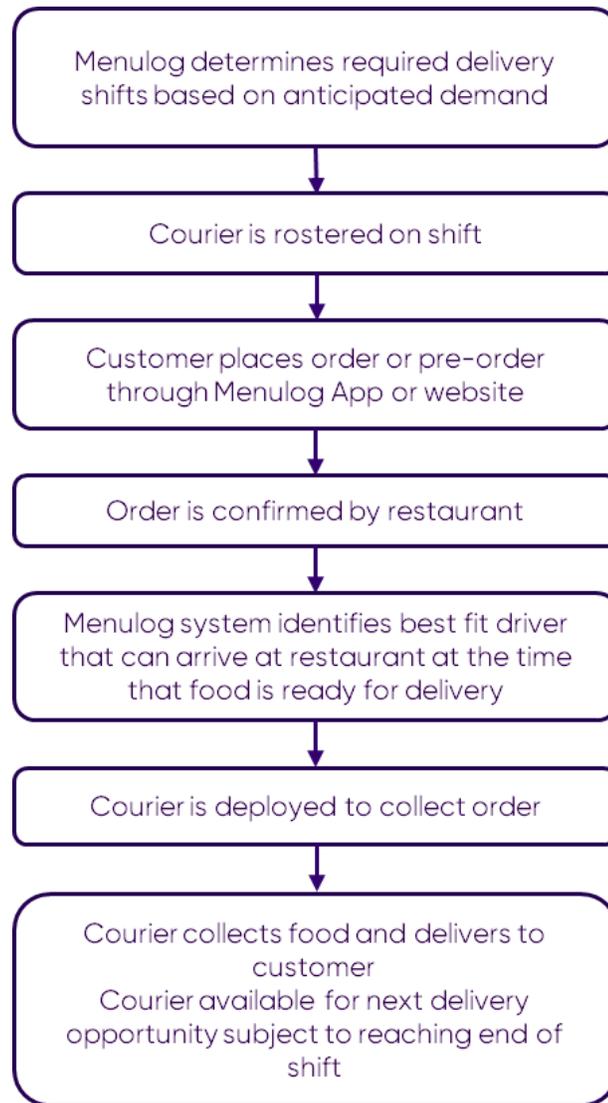


Figure 3: Flowchart sequence of delivery opportunities allocated to employed couriers

33. While Menulog has not yet adopted employment to such a scale to warrant them, in some other markets in which the Just Eat Takeaway.com Group operates an employed courier model, it has set up hubs which form a base from which couriers work. The hubs are locations at which ebikes and other courier equipment are stored and facilities provided for couriers. In these circumstances, there may be a courier who is appointed to also undertake supervisory duties in respect of the management and support of couriers. In the absence of hubs, there will also be situations where an area supervisor or team lead will support couriers out on the road in addition to performing courier duties themselves,

including but not limited to work shadowing. Neither food to be delivered, nor any items to be delivered, are stored at (or distributed from) the hubs.

34. Further details regarding the status of the trial of employment of couriers by Menulog is addressed further in my statement below.
35. In the performance of their duties, couriers typically use a car, motorbike, scooter, ebike or bicycle. Couriers do not use vans, trucks and other large vehicles as they are inefficient having regard to the typically small size of the items being delivered (which typically comprise of one or a small number of carry bags) and the difficulty of finding convenient parking at the locations from which collections and deliveries are made, typically being busy shopping strips and the like at which restaurants are located.
36. As an online platform, Menulog is theoretically open to orders on a 24/7 basis and does not have its own universal opening or closing times that limit the capacity for restaurants and merchants to offer items for sale, or for customers to make purchases.
37. At a practical level, Menulog only takes orders for businesses during the hours that those businesses are open to take and fulfil orders made through the Menulog platform. Accordingly, when businesses close off the capacity to receive orders through the Menulog platform, consumers are no longer able to place orders. This is at the discretion of restaurants and merchants and is not controlled by Menulog.

Inter-party relationships in the on demand delivery industry

38. The relationships between the parties involved in the completion of an on demand delivery services transaction may be represented as follows:

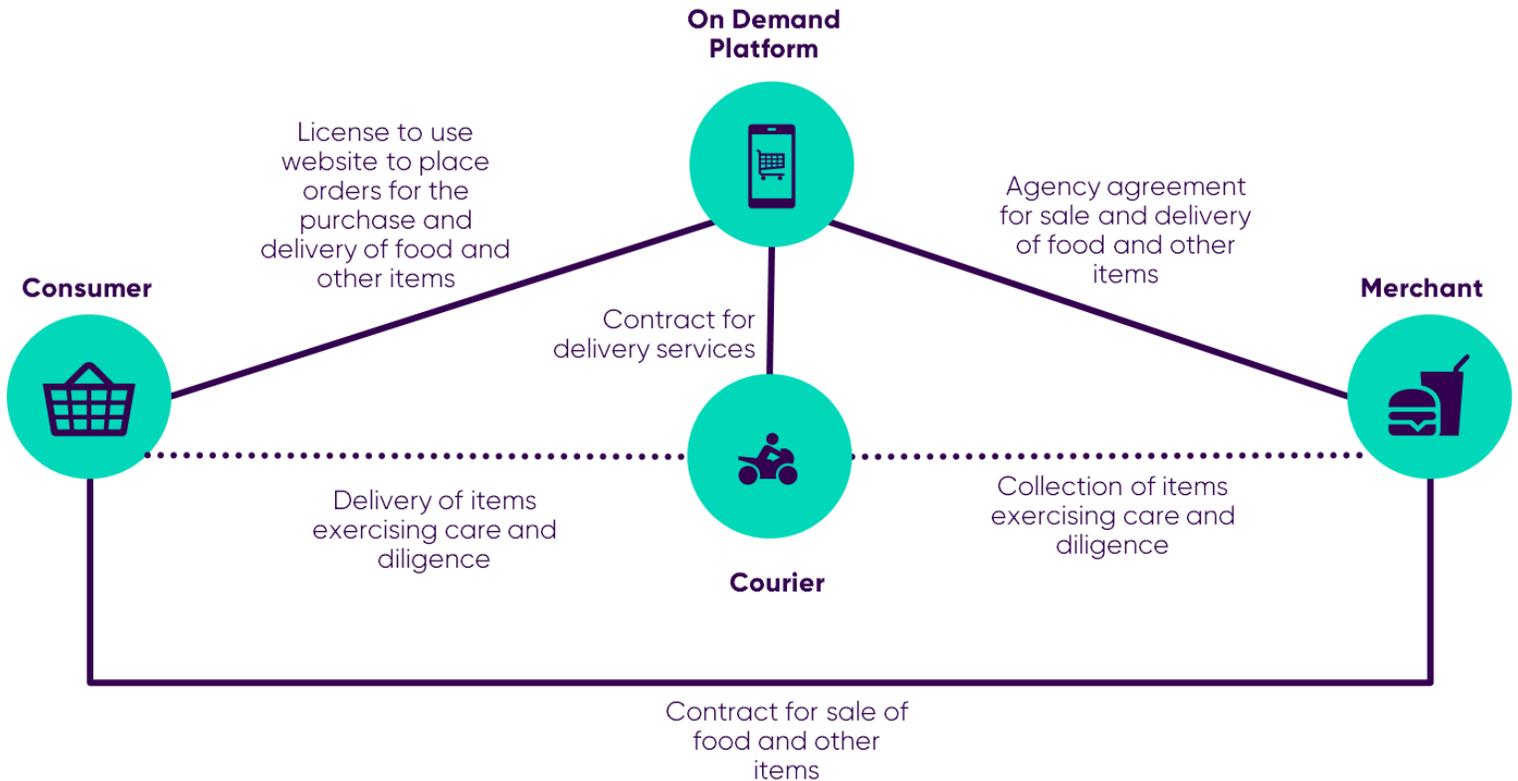


Figure 4: Representation of inter-party relationships in on demand delivery

39. Figure 4 is representative of the relationships that form as a result of an individual using Menulog's online platform. An example of how each party to the relationship interacts is best demonstrated through a simple example:
- An individual (**Person A**) opens Menulog's app or website, which takes them to an online platform that showcases all of the restaurants / supermarkets / convenience stores, from which Person A can order.
 - For the purpose of this example, Person A selects a restaurant (**Restaurant B**) and through Menulog's app, places an order for food with Restaurant B. Restaurant B is then alerted to the order and begins preparing the food.
 - At the optimally efficient time to arrive at Restaurant B when the order is ready to be collected, a Menulog courier (**Courier C**) is also notified of the Order. Courier C collects the food and delivers it to Person A.

40. With respect to Menulog's codification of the relationships between the parties to a transaction through its platform:
- (a) Annexed and marked **MBB-2** is a copy of the standard Menulog Restaurant Agreement (which has been redacted for details that are not relevant to demonstrating the services provided because these terms are commercially confidential); and
 - (b) a copy of the Menulog Terms of Use which comprise the contract between Menulog and its customers is dynamically available on Menulog's website at: <https://www.menulog.com.au/info/privacy-policy> and is annexed and marked **MBB-3** with the version current as at 18 October 2021;
 - (c) a copy of the services agreement setting out the terms upon which Menulog engages **independent** couriers is dynamically available on Menulog's website at: <https://couriers.menulog.com.au/help/legal#agreement> and is annexed and marked **MBB-4** with the version current as at 18 October 2021;.
 - (d) Annexed and marked **MBB-5** is a copy of the standard contract of employment upon which Menulog currently engages **employed** couriers.
41. Save that (to the best of my knowledge) none of Menulog's competitors employ couriers, and save that each of Menulog's competitors will have in place contractual arrangements which vary in their specific terms, based on my knowledge and experience in the on demand delivery services industry, I believe that each of them has in place arrangements that reflect similar interactions and legal relationships between each of the parties involved in the transaction. I refer, as examples, to the following documents which have been accessed using the following publicly available documents which are available on the websites of some of Menulog's competitors:
- (a) Deliveroo Customer Terms and Conditions of Service, which is dynamically available on Deliveroo's website at: <https://deliveroo.com.au/legal> and is annexed and marked **MBB-6** with the version current as at 18 October 2021;
 - (b) DoorDash Terms of Service Australia, which is dynamically available on DoorDash's website at: https://help.doordash.com/merchants/s/terms-of-service-au?language=en_AU and is annexed and marked **MBB-7** with the version current as at 18 October 2021;
 - (c) Uber Customer Terms and Conditions, which is dynamically available on Uber's website at: <https://www.uber.com/legal/en/document/?name=general-terms-of-use&country=australia&lang=en-au> and is annexed and marked **MBB-8** with the version current as at 18 October 2021;
 - (d) Uber Delivery Terms, which commence at page 15 of the Uber Customer Terms and Conditions referred to immediately above;
 - (e) Uber Eats Merchant Agreement General Terms, which is dynamically available on Uber's website at: <https://www.uber.com/legal/en/document/?name=uber-eats-merchant-terms-and-conditions&country=australia&lang=en-au> and is annexed and marked **MBB-9** with the version current as at 18 October 2021;

- (f) Uber Eats Merchant Agreement Service Terms, which is dynamically available on Uber's website at: <https://www.uber.com/legal/en/document/?name=uber-eats-merchant-service-terms&country=australia&lang=en-au> and is annexed and marked **MBB-10** with the version current as at 18 October 2021.
42. Pursuant to the agreement between Menulog/its competitor and the restaurant or merchant, the restaurant or merchant pays a percentage of each sale made which goes to the payment of wages or fees to the courier and other operational costs of Menulog/its competitor or the relevant competitor platform. This percentage varies across different platforms.
 43. Menulog and its competitor platforms charge a delivery fee to the customer which is supplemented by the fee charged to restaurants. These fees are typically between \$2 - \$6, and are impacted by supply and demand considerations. There is, however, very little elasticity in pricing and our experience is that demand for on demand delivery services drops sharply where a delivery fee exceeding around \$6 is proposed to be charged.
 44. Menulog and its competitor platforms also commonly charge a service fee to the consumer for use of the platform services and any support required in relation to their order. In some cases, the competitor platforms may also charge a low order fee.
 45. Consumers are unable to utilise the Menulog platform to access general delivery services. That is, a consumer is unable to order a courier through Menulog to collect an item from a restaurant, merchant or other place and have it delivered.
 46. Further, operators in the on demand delivery services do not have distribution facilities. All items are collected from a restaurant or merchant and delivered directly to the consumer. They are not received, handled, or stored, at a distribution facility, because there is no distribution facility at all.
 47. Due to the nature of the on demand industry, being that any item ordered by a consumer are for immediate collection and delivery, the majority of the items offered for sale on Menulog's platform is limited to food and convenience items sold by restaurants, fast food outlets, supermarkets, corner stores, liquor shops, petrol stations, bakeries, or similar retail outlets, subject to any legal requirements and limitations, such as in respect of the delivery of alcohol or high food safety risk items such as fresh meat and fish. Based on my knowledge and experience of the industry, Menulog's competitors operate in a similar way.
 48. It is not my experience in any market that the on demand industry has been deployed for the bulk transportation of raw materials (such as building materials), nor is it envisaged that valuable items, such as cars, would be capable of being ordered and delivered through an on demand delivery platform such as Menulog.

Inter-party relationships in traditional fast food delivery

49. The relationships between the parties involved in the completion of a traditional fast food delivery purchase may be represented as follows:

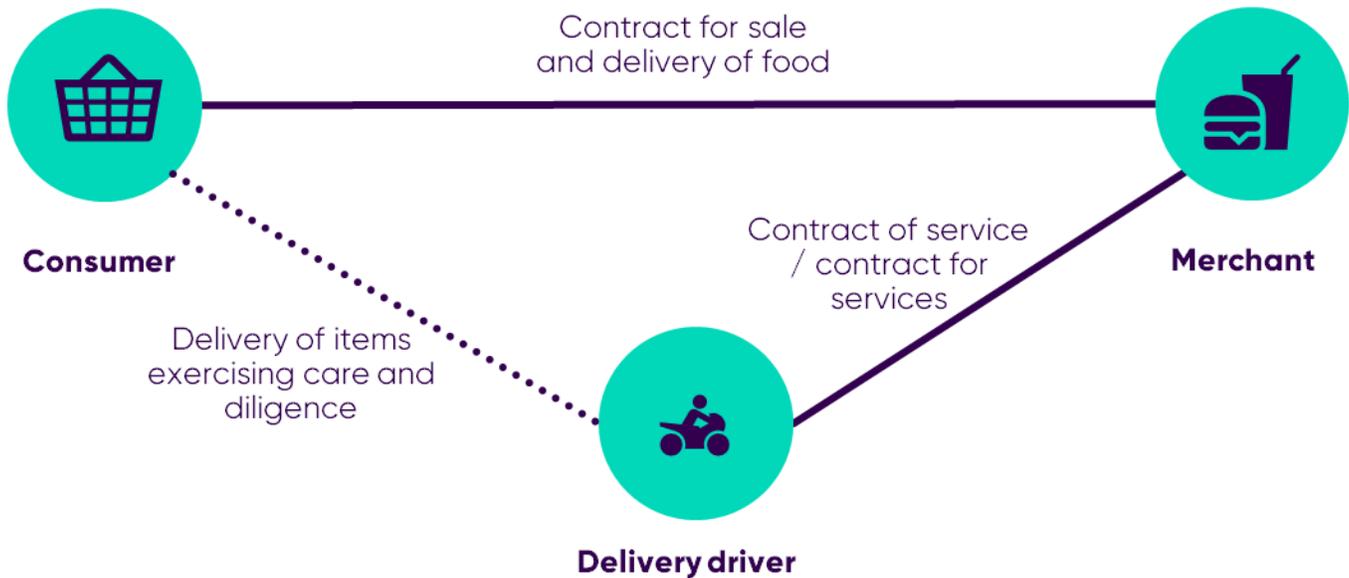


Figure 5: Representation of inter-party relationships in fast food delivery

50. Relevantly, the relationship between the parties does not change in the circumstances that the merchant or restaurant offers its products for sale by way of online ordering through the merchant's own website without the involvement of an application-based platform.

How is on demand delivery different to traditional fast food delivery?

51. The critical differences between on demand delivery and traditional fast food delivery are that an application-based platform is interposed between the restaurant and the consumer, and there is no relationship between the delivery courier and the restaurant.
52. Further, while a substantial proportion of items ordered and delivered through Menulog's application-based platform are fast foods, these are by no means the only items delivered, with convenience stores and supermarket businesses also offering groceries and dry items for sale such as bread, milk, toilet paper, cleaning products and other essential items.
53. The range of items available for sale on Menulog's application-based platform extending beyond fast food is reflective of a similarly broad range of groceries and other consumer items available on competitor application-based platforms. Application-based platform facilitate the on demand delivery of food, drinks and other items to meet consumer demands and in line with changing consumer behaviour.
54. Menulog has recently seen a shift in consumer demand amid the COVID-19 pandemic where demand for groceries and convenience items has increased resulting in new businesses entering the market in the on demand delivery industry.

55. An application-based on demand delivery services platform does not itself make fast food or otherwise operate a fast food business. For the consumer, the experience is not altered by the absence of delivery services by the platform. In these circumstances, it continues to provide a marketplace platform from which consumers can make purchases from a number of different restaurants or other merchants, and then facilitates the collection and delivery of those purchases in place of the restaurant or other merchant undertaking these delivery arrangements itself. The on demand delivery services platform is not just for coordinating deliveries but it is the very mechanism by which sales are made by the merchant through its agent, the on demand delivery services platform, such as Menulog.
56. Further to the fundamentally different relationships between the parties to a traditional fast food delivery transaction, I note the following in support of the position that on demand delivery platforms provide services to fast food businesses, rather than as operating as one of them.
57. Historically, there have been limitations which constrain the number of fast food businesses that can offer delivery in a manner that is commercially viable and which allows the food to be received by end consumers which maintains the quality and presentation of the food to acceptable standards.
58. Save for where staff are able to be effectively utilised to perform different types of duties, the cost of employing delivery staff is not able to be recovered through any increased delivery revenue, particularly when there is 'down time' or a lapse between orders. While there have been (and continue to be) small businesses employing delivery drivers, those drivers are predominantly engaged for specific peak periods (such as Friday nights), and have other duties, such as cleaning the restaurant, while waiting for the next delivery order.
59. The capacity of a much broader range of restaurants to access delivery services is reflected by the growth of Menulog's business as noted above—in the first ten years that Menulog operated as a marketplace for restaurants to sell takeaway food for restaurant delivery, Menulog grew to service 10,000 restaurants. In the three years after the commencement of on demand delivery services, the number of restaurants able to offer their food and items for delivery more than tripled to over 35,000.
60. On demand delivery services also significantly broaden the range of takeaway food that can be delivered, increasing choice for customers. Historically, takeaway food delivered by restaurants was limited to types of food that could remain hot for up to thirty minutes without losing quality, such as pizzas and curries. This enables takeaway restaurants to free up a staff member to make the deliveries, and to build up a number of deliveries that could be completed in the same trip to make best use of the delivery person's time. Historically, the delivery of burgers and fish & chips was largely unheard of, because it was not possible to maintain the quality of the food, particularly hot chips.
61. On demand delivery services provides restaurants with a delivery courier who is ready at the time the food has finished preparation and make delivery in, as noted above, an average of 9.2 minutes. This has accordingly opened up delivery to a range of takeaway businesses that could not previously offer it. This includes delivery by restaurants that have not traditionally offered delivery at all, such as restaurants that have historically only offered their food to be consumed within the restaurant in which it was prepared. These restaurants are now able to offer takeaway as on demand delivery better enables food to maintain its quality upon receipt by the consumer.

62. Further, the capacity for a restaurant to make timely delivery of multiple orders being made at the same time is significantly constrained by having staff available to fulfil such deliveries.
63. On demand delivery services makes food delivery services more accessible to restaurants generally. Menulog and other on demand delivery platforms create an efficient and affordable delivery model which can be leveraged by fast food businesses of any size, including large fast food franchises. Any number of orders are able to be delivered by a dedicated pool of delivery couriers that are available in real time.
64. The growth of restaurants accessing delivery services provided by on demand delivery platforms is reflected in research undertaken by Restaurant and Catering Australia (**RCA**), which found in surveys of individual restaurant, cafe and catering business owners and senior managers:
 - (a) In 2019, 32.3% of survey respondents used a combination of Menulog, UberEats and Deliveroo to conduct food delivery; and
 - (b) In 2020, 41.1% of respondent businesses indicated they offered delivery through a third-party delivery platform such as Menulog, UberEats or Deliveroo.
65. The 2019 RCA survey asked respondents the main reason why they have chosen to sign up to an online food delivery platform or platforms. In this regard:
 - (a) 63.3% indicated the primary reason was to increase their customer base; and
 - (b) 32.03% stated it was because their competitors use the platform which forced them to sign up; and
 - (c) 4.7% indicated other reasons were behind their choice of platform.
66. Annexed and marked **MBB-11** is a copy of the Restaurant and Catering Australia 2019 Industry Benchmarking Report.
67. Annexed and marked **MBB-12** is a copy of the Restaurant and Catering Australia 2020 Industry Benchmarking Report.
68. In further support of Menulog's own observations as to the capacity of on demand delivery services to grow the pool of customers for restaurants and takeaway food businesses, a study undertaken in New Zealand by the New Zealand Institute of Economic Research (**NZIER**) found that the use of one on demand delivery platform by a restaurant increased that restaurant's annual revenue by an average of \$59,599 in 2019.
69. Annexed and marked **MBB-13** is a copy of the NZIER research paper setting out the revenue increase of businesses using on demand delivery services.
70. Consistent with the findings to the NZIER research paper, a study was undertaken in 2017 by Capital Economics, an independent economic consultancy, of the impact that on demand delivery has had on the restaurant industry in Australia. The Capital Economics study focused on Deliveroo, and revealed a range of positive impacts for a restaurant upon partnering with Deliveroo. Specifically, the Capital Economics study found that Australian restaurants partnering with Deliveroo:

- (a) over a third of the restaurants reached previously untapped customer markets;
 - (b) 17% expanded their restaurant operations;
 - (c) 10% of restaurant employed at least two more people to cater for increased demand; and
 - (d) in total, 1,800 people found work in the restaurant sector as a direct consequence of the service provided by the service provided by Deliveroo.
71. Annexed and marked **MBB-14** is a copy of Deliveroo's submissions to the Inquiry into the Victorian On-Demand Workforce setting out the findings of the Capital Economics study.
72. On demand delivery accordingly operates not as a fast food operator itself, but rather operates as a standalone business which provides services to fast food operators to:
- (a) broaden the reach of restaurants to potential consumers;
 - (b) facilitate the ordering and payment of orders made by customers; and
 - (c) facilitate the collection and delivery of orders made by customers.
73. It is these circumstances that have led to the extraordinary growth of the on demand delivery services industry since it emerged in Australia only five years ago.

Interparty relationships in the road transport industry

74. The relationships between the parties involved in the completion of transaction in the road transport industry may be represented as follows:



Figure 6: Representation of inter-party relationships in provision of courier and road transportation services

75. Noting the use of the title “courier” in the on demand delivery services industry, for the purposes of this Statement, where I refer to a “traditional courier”, I refer to a courier who is engaged to collect and deliver goods and items as described immediately above.
76. While a traditional courier or road transportation business may operate and book jobs online, such that the sender is able to arrange for a traditional courier through a website or application based platform, the nature of the relationships between the parties remain the same as a traditional road transport industry. The website or application based platforms that are used by traditional courier or road transportation businesses do not operate to provide customers the capacity to purchase or otherwise place an order for the delivery of items from third party businesses in the way that operators in the on demand delivery services industry do.

How is on demand delivery different to traditional courier services?

77. The critical difference between traditional courier services and on demand delivery services is that a traditional courier service provider does not procure or otherwise facilitate sales for restaurants and merchants. Rather, traditional couriers exist only to provide

collection and delivery services, whether or not the items being collected and delivered are the subject of a sales transaction.

78. A consumer is not able to engage Menulog or another on demand delivery platform to collect and deliver any item as they are able to do with a traditional courier (within reasonable lawful limits). Rather, a courier working for an on demand delivery platform will only collect and deliver items that have been purchased through the on demand delivery platform, and only from the restaurant or merchant from which the item has been purchased.
79. Further to the fundamentally different relationships between the parties to courier services transaction, I note the following further differences between on demand delivery and delivery by traditional courier.
80. In the vast majority of transactions conducted in the on demand delivery industry, the items being collected and delivered are immediately perishable and must be delivered within a short timeframe from the time that a customer orders their food, within which delivery itself is made on average 9.2 minutes from the time the food is collected from the restaurant to the time it is delivered to the end consumer. The restaurants and merchants that are advertised as offering food and other items for purchase are determined for factors including that delivery can safely be made to the consumer's address within no more than fourteen minutes. This is due to customer expectations as well as ensuring compliance with food safety standards which require food to be kept at the correct temperature that is, keeping hot food hot, and cold food cold.
81. In contrast to the immediately perishable nature of the items being delivered by on demand delivery couriers, traditional courier services offer typically same day delivery or delivery within three hours. This means that on demand delivery services are planning minute-by-minute deliveries for immediate consumption as contrasted with hour-by-hour, or day-by-day deliveries. Consequently, traditional couriers can also cover a much broader delivery area.
82. Courier businesses are typically able to plan for the fulfilment of courier services around reasonably consistent trends in demand structured around business operating hours and operating requirements.
83. While this may not *prima facie* appear to be a significant factor, planning minute-by-minute does have a dramatic impact upon the delivery model of on demand delivery service providers.
84. On demand delivery services are subject to significantly more volatile trends in consumer demand, which rise and fall by the hour and by the minute, affected not only by the time, lunch and dinner rush, public holidays and events, but also by weather and other external factors.
85. As a demonstration of the fluctuations in demand and the narrow delivery window that is characteristic of the on demand delivery services industry, I set out below at Figure 7 a graph showing the fluctuations of demand across ten minute intervals over consecutive Thursdays in one delivery zone in Sydney in the Menulog network.

- 86. The shorter groupings, across 10 minute intervals, reflect the narrow delivery window in the on demand delivery services industry. As each order is received, it must be immediately collected by a courier on demand.
- 87. The longer groupings – 6 hour and 24 hour – reflect the wider delivery window of a more traditional courier or road transportation business. Both demonstrate the increased predictability in demand when you widen the delivery window, as is able to occur in a traditional courier or road transportation business.

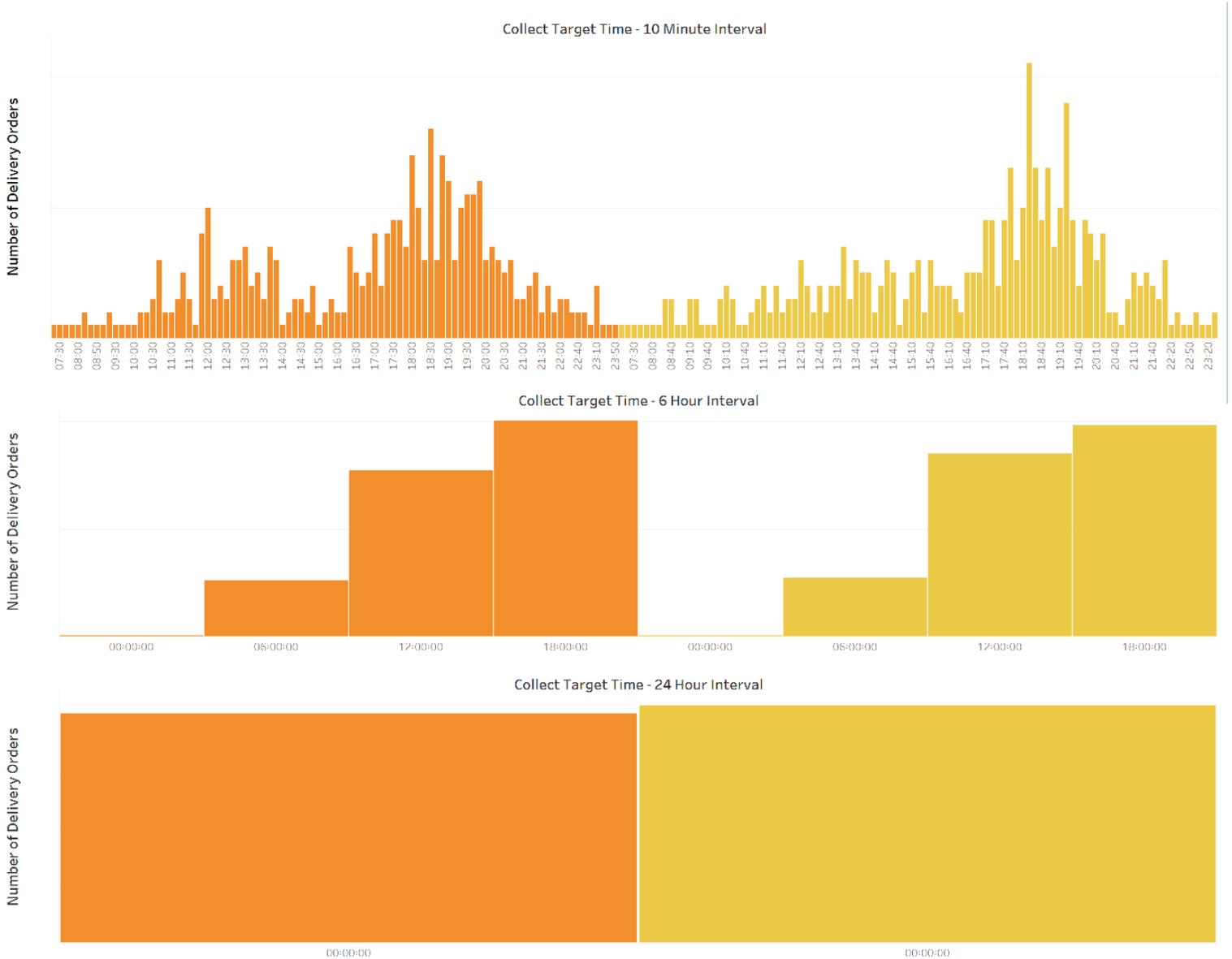


Figure 7: Number of delivery order placed and collected in the Menulog business, represented across 10 minute, 6 hour and 24 hour intervals

- 88. What the above charts demonstrate is that, in order to maintain both customer and restaurant satisfaction, on demand delivery service providers must have a flexible arrangement with its delivery couriers in order to match the ‘ebb and flow’ of demand. On

demand delivery businesses accordingly require a more flexible supply of delivery couriers. They cannot “smooth out” peaks and troughs in demands over a number of hours.

89. On the other hand, traditional couriers have predictable spikes in demand which can be measured across hours rather than minutes, and are generally contained within ordinary business hours.
90. Further, regardless of the time, consumers making orders through on demand delivery platforms have an expectation that their food will be delivered within a relatively short time, and at a cost that does not vary irrespective of the day or time at which it is ordered. The preponderance of orders made through an on demand delivery platform are immediately perishable, with consumers eagerly and impatiently await the delivery of their orders. Consumers have, and actively exercise, the ability to track the delivery orders so that the customer can prepare to “set the table” and immediately eat their meal.
91. On the other hand, while consumers may be eager to receive their delivery from a traditional courier, they would not typically be seeking to immediately consume their package upon arrival, and a variation in delivery time by a measure of minutes is not impactful in the manner that it is in on demand delivery services.

How is on demand delivery different to road transport delivery services?

92. As with traditional courier services, the critical difference between road transport services and on demand delivery services is that a road transport provider does not procure or otherwise facilitate sales for restaurants and merchants. Rather, they exist only to provide collection, road transport and delivery services, whether or not the goods being collected and delivered are the subject of a sales transaction.
93. All of the above considerations for traditional courier services are reflective of the broader road transport delivery services industry, but are amplified by the fact that the delivery of items through the traditional road transportation services will typically be with even less immediacy.
94. In addition to this critical difference between road transport and on demand delivery services, I note the following further differences between these industries and the people who work within them.

Demographics of workers

95. The demographic of workers in the road transportation industry is very different to the demographic of workers in the on demand delivery services industry.
96. Pursuant to the Department of Infrastructure, Transport, Cities and Regional Development published National Profile of Transport, Postal and Warehousing Workers in 2016, the transport, postal and warehousing (TPW) industry:
 - (a) 25.4% of TPW workers were aged 55 and over, which is considerably higher than the all-industry figure of 19.2%;
 - (b) 75% of people who work in the TPW industry are employed on a full-time basis, with a high proportion reportedly working 49 or more hours per week;

- (c) People employed in TPW are generally less educated than the average Australian worker—53% hold a recognised post-school qualification (compared to 66% of all employed persons), while 16% hold bachelor degree or higher qualifications (compared to 31% of all employed persons);
 - (d) 34.2% of TPW workers were born overseas (higher than for all employed persons, at 30.6%).
 - (e) 1.3% of TPW workers speak another language and report speaking English not well or not at all (slightly below the all industry average of 1.6%, suggested by the authors as indicating that language problems are somewhat less prominent in TPW than other industries).
97. Annexed and marked **MBB-15** is a copy of the Department of Infrastructure, Transport, Cities and Regional Development *National Profile of Transport, Postal and Warehousing Workers in 2016*.
98. The demographic statistics identified in the *National Profile of Transport, Postal and Warehousing Workers in 2016* are broadly consistent with the statistics identified in the Australian Logistics Council, Queensland Transport and the Transport and Logistics Industry Skills Council Ltd report, *Workforce Participation in Australian Transport and Logistics* completed in November 2008. This report found that:
- (a) 20.4% of transport and logistics workforce participants were aged 55 years or older;
 - (b) 35.5% of transport and logistics workforce participants have an educational level that is year 10 or below, and only 33.0% of all participants attained an educational level greater than year 12.
99. Annexed and marked **MBB-16** is a copy of the Australian Logistics Council, Queensland Transport and the Transport and Logistics Industry Skills Council Ltd report, *Workforce Participation in Australian Transport and Logistics*.
100. As to the skill level of workers in the road transport industry, ABS' Australian and New Zealand Standard Classification of Occupations (**ANZSCO**) which categorises workers into eight top-level (or 1-digit) occupational categories categorises truck drivers as skill level 4.
101. The demographic statistics of transport workers are to be heavily contrasted with the characteristics of workers in the on demand delivery services industry.
102. In research commissioned by the Victorian Department of Premier and Cabinet which was published in the report, *Digital Platform Work in Australia Prevalence, Nature and Impact*, in November 2019¹ (acknowledging that the research captured broader digital platform which included but was not limited to on demand delivery services), it was found that:

¹ This report was commissioned by the Victorian Government to inform the findings of the Victorian Inquiry into the On Demand Workforce chaired by Natalie James

- (a) Younger people (aged 18-34) work through digital platforms in higher proportions than other demographic groups, and people are also less likely to participate in platform work as they age.
 - (b) Students and the unemployed have higher participation rates. Compared to employed respondents, students are 1.3 times more likely to be doing platform work, and unemployed respondents are twice as likely.
 - (c) Respondents who identified as living with a disability, temporary residents, and those who spoke a language other than English at home, were more likely to participate in digital platform work.
 - (d) Relative to Australian citizens, temporary residents are three times more likely to be a current platform worker and twice as likely to have been a former platform worker.
 - (e) Permanent residents are 1.7 times more likely than Australian citizens to be current or former platform workers.
 - (f) Respondents who speak a language other than English at home are also 1.5 times more likely to be current platform workers.
 - (g) Those with higher levels of education (particularly bachelor or postgraduate degrees) were also more likely to work through digital platforms than respondents with lower levels of education. Only 4.8% of workers had an educational level less than year 12.
 - (h) Workers in transport and food delivery performed an average of 14.5 hours of work per week.
103. Annexed and marked **MBB-17** is a copy of the November 2019 *Digital Platform Work in Australia: Prevalence, Nature and Impact* report.
104. These findings are broadly consistent with the findings of a study undertaken by Accenture (commissioned by UberEats) set out in a report published in March 2021 titled *Making delivery work for everyone* which found that:
- (a) 79% of delivery workers work less than 30 hours per week;
 - (b) 15% of delivery workers have limited English fluency;
 - (c) 80% of delivery workers on the Uber Eats platform were at the time of the study ineligible for government assistance during the COVID-19 pandemic, 65% of these because of their visa status, indicating a very high proportion of migrant and overseas workers in the industry.
105. Annexed and marked **MBB-18** is a copy of the Accenture report, *Making delivery work for everyone*.
106. The ANZSCO categorises bicycle and motorcycle couriers at skill level 5, indicating a lower level of skill required than for truck drivers in the broader road transportation industry.

Hours of work

107. While road transportation businesses may operate on a 24/7 basis including on public holidays and during other unsociable hours, this will typically be on a structured and planned basis.
108. Road transportation businesses utilise logistics planning to optimise the efficient delivery of goods and freight in a commercially viable manner, and will further optimise efficiencies by undertaking transportation during night-time hours when roads are less congested.
109. While road transportation businesses will be subject to customer deadlines, this is measured in hours and days, not in minutes.
110. On demand delivery services on the other hand are highly inefficient in comparison and there is limited scope to plan deliveries to optimise efficiencies. Orders made at the whim of consumers are filled immediately, and while I am aware that some other on demand delivery platforms utilise delivery fee discounts as incentives to encourage other consumers to order from the same restaurant that has a live order awaiting collection, there is not otherwise scope to bundle or plan deliveries, taking into account the immediately perishable nature of the majority of orders.
111. Long haul transportation does not exist in the on demand delivery services industry, with hours of work in on demand delivery services marked by a need for frequent short shifts as contrasted with full days of work over regular longer hours.
112. Based on my knowledge and experience with Menulog, and also my knowledge of the on demand delivery services industry more generally, the prevalence of frequent short shifts is equally driven by the preferences of workers as by sporadic consumer demand.
113. Workers in the on demand delivery services industry do not seek 8 hour shifts or full time hours of work. Workers in the on demand delivery services industry are characterised by workers with other commitments who seek to supplement their income through short term flexible work, such as students and retirees.

Inter-party relationships in digital freight matching

114. Freight matching services connect carriers with customers or consignors who are seeking the delivery of goods.
115. Freight matching services utilise technology to match consignors and carriers for optimal delivery having regard to the nature and volume of cargo, and where it needs to be transported.
116. Carriers who are signed up to the freight matching platform receive offers of optimal orders for transportation, which they can accept or reject.

117. The relationships between the parties involved in the completion of a freight matching transaction may be represented as follows:

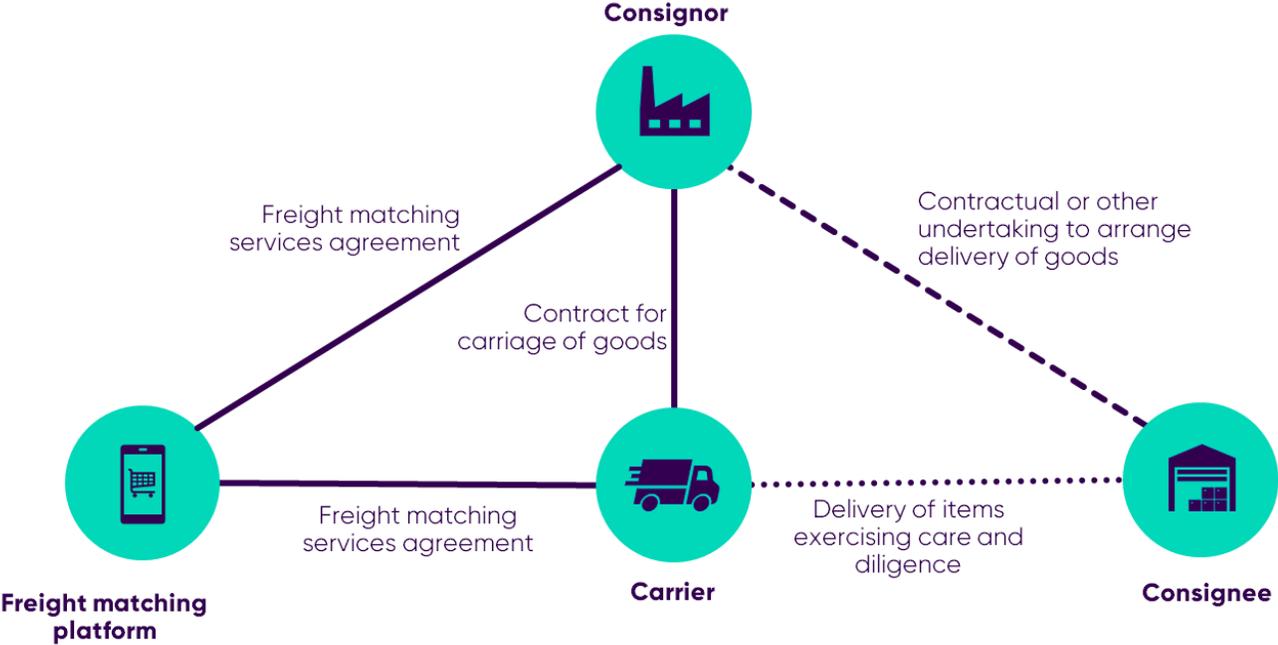


Figure 8: Representation of inter-party relationships in provision of freight matching services

How are on demand delivery platforms different to freight matching services?

118. There are a number of reasons why Menulog and other on demand delivery services may be distinguished, being:

- (a) Freight matching platforms do not offer food or other items for sale, on their own behalf or on behalf of third party businesses, rather the goods that they transport are the goods required by the consignor to be delivered;
- (b) Unlike on demand delivery services in which the consumer places the order and receives the delivery of food or items, the ultimate recipient or consignee of the goods being transported has no interaction with the freight matching platform at all, and may not even be aware that they have been involved in arranging the delivery of goods to them;
- (c) The courier or carrier does not perform services for the freight matching platform. Rather, once matched with a consignor, the contract for the transportation of goods is entered into with the consignor. In fact, it is the freight matching platform which provides services to the courier / carrier, by identifying jobs that they can take up;
- (d) The nature of the service does not lend itself to the safe and timely delivery of immediately perishable food items.

Inter-party relationships in the freight forwarding services

119. Freight forwarding is a service through which a shipper or consignor engages the services of a third party freight forwarder to carry and / or deliver goods to their destination.
120. Freight forwarding is ordinarily engaged when the carriage of the goods involves successive carriers, for example from truck to ship, and then ship to train.
121. The relationships between the parties involved in the completion of a freight forwarding transaction may be represented as follows:

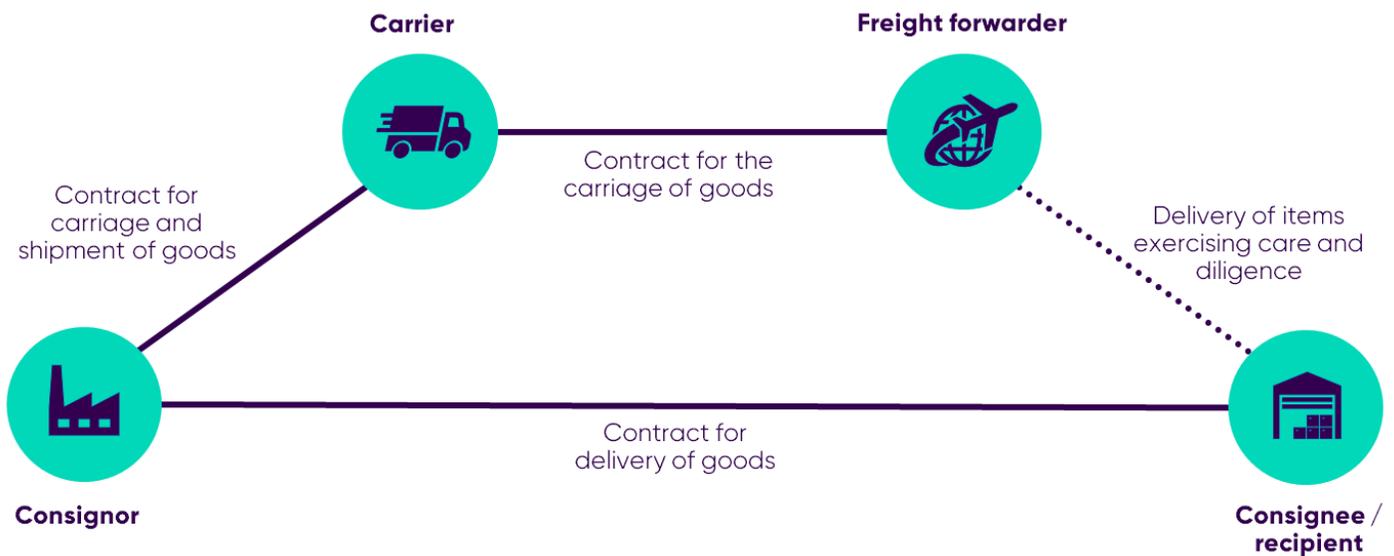


Figure 9: Representation of inter-party relationships in freight forwarding

How are on demand delivery platforms different to freight forwarding services?

122. Like freight matching services, there are a number of reasons why Menulog and other on demand delivery services may be distinguished from freight forwarding services, including:
 - (a) freight forwarding services do not offer food or other goods for sale, on their own behalf or on behalf of third party businesses, rather the goods that they transport are the goods required by primary courier / transportation company to be transported;
 - (b) the primary courier or carrier does not perform services for the freight forwarding service, but rather the freight forwarding company performs services for the primary courier or carrier, effectively “taking the baton” to progress or complete the delivery of goods to their final destination; and
 - (c) the nature of the service does not lend itself to the safe and timely delivery of immediately perishable food items in a volatile supply and demand environment.

Menulog's employed courier trial

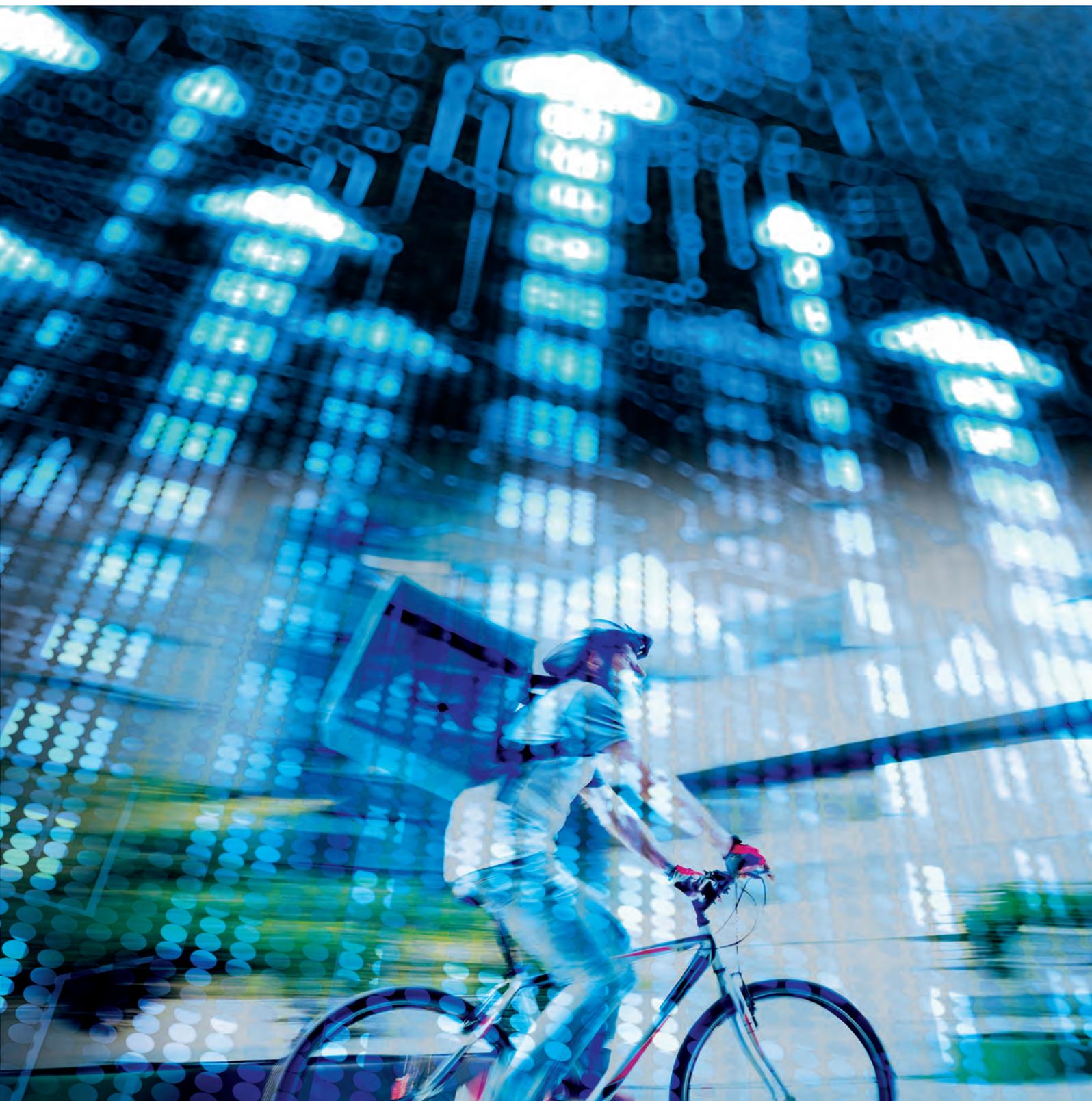
123. On 12 April 2021, Menulog announced to the Senate Select Committee on Job Security it would investigate avenues for the employment of on-demand delivery couriers in Australia. This project involves a multidisciplinary international team across Australia, New Zealand, Canada, UK and Netherlands.
124. Menulog announced a three-pronged approach toward employment in Australia, comprising of:
 - (a) the commencement of a trial of employed e bike couriers in the Sydney CBD;
 - (b) this application for a new modern award; and
 - (c) the improvement of conditions for independent couriers nationally, including enhanced accident compensation insurance and exploring options for other enhanced benefits.
125. Menulog has recruited, trained and on-boarded the first group of employed couriers, who are now actively working in the Sydney CBD. Menulog kept this initial group small to ensure a smooth initial launch and will continue to recruit as it gains learning and insight from its first employed couriers.
126. Menulog has now started to expand its trial into more areas of Sydney, beginning with Parramatta due to its secondary CBD status, access to a greater pool of candidates and ease of delivery using various modes of transportation. As part of this expansion, Menulog will enable bicycle, scooter and motorcycle couriers in addition to e bike couriers.
127. At the time of making this statement, Menulog has employed twenty couriers.
128. Menulog's intention remains to employ a target of 100 couriers as part of the trial (bearing in mind the impact that COVID-19 is having on the industry, both from a courier supply and demand perspective).
129. Employed couriers are employed on a part time basis, generally working four-hour shifts. They are provided hourly rates of pay, and other terms and conditions that are underpinned by the Miscellaneous Award.
130. Rostering and other hours of work are similarly managed in accordance with the Miscellaneous Award. The employed couriers are accruing leave in accordance with the National Employment Standards, are covered by Menulog's workers' compensation insurance and have superannuation contributions made on their behalf.
131. From the limited experience that Menulog has gained from its trial of employed couriers to date, I make the following observations from the anecdotal feedback that Menulog has received from the hundreds of applicants for employed courier positions and couriers who accepted employment with Menulog:
 - (a) The courier's expectation of maintaining a very high degree of flexibility in hours of work has carried through strongly to employed couriers. The majority of couriers employed to date have indicated to us that they prefer short shifts and they prefer not to be tied to a fixed roster; and

- (b) Employed couriers seek the opportunity to pick up additional shifts and secondary employment at their own convenience.

Morten Birk Belling
18 October 2021

The Rise of the Gig Economy and its Impact on the Australian Workforce

GREEN PAPER
DECEMBER 2020





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1

Executive Summary

1.1 Background and purpose

The gig economy, as mediated by digital platforms in Australia, has increased rapidly in size over the past decade, increasing over nine times in market size from 2015 to capture more than \$6bn in consumer spend in 2019.

It is comprised of digital platforms that connect individuals or businesses looking to obtain services on demand. Among the best-known digital platforms are Uber (private transport), Deliveroo (meal delivery) and Airtasker (task-based services).

Due to the rapid rise of the gig economy and the nature of contracting between digital platforms and their workers, the gig economy has attracted attention for its impact on the Australian workforce. Notably, the following concerns have been raised:

- ▶ Displacement impacts to workers in traditional sectors that are now competing with the gig economy.
- ▶ The risks associated with lower income security and lower entitlements for gig economy workers.
- ▶ The impact of the COVID-19 pandemic on the future size of the gig economy workforce, and elevated risks to gig economy workers during this period due to lack of entitlements.

Therefore, understanding the rise, impact and displacement effects of the of the gig economy is an important public policy topic.

However, due to challenges in obtaining robust measures of consumer spend on these digital platforms and a lack of data collected on gig economy employment, the size and growth of the gig economy in Australia, as well as impacts on other sectors of the economy, is not well understood. Furthermore, because the gig economy is relatively nascent, there is scope for research on the gig economy's longer-term impact on the financial security of its workers.

In this paper we aim to address this knowledge gap by providing answers to the following questions:

1. What is the size of the gig economy, and how fast is it growing?
2. How is the gig economy impacting the workforce in traditional sectors?
3. What are the economic impacts of the gig economy on its workers?
4. How has the COVID-19 pandemic impacted the gig economy?



By addressing these questions with evidence-based insights from public data sets and Quantum data sets ('Transaction Data'), this paper contributes to a greater understanding of the gig economy's scale and impact in Australia. Importantly, this paper also shows the value of the non-traditional approach of Transaction Data analysis to provide new insights into emerging issues.

The paper was finalised through consultation with industry and policy experts to validate insights and refine conclusions.

1.2 The gig economy's rise brings both opportunity and risks to the broader economy and its workers

The gig economy's economic footprint in Australia is growing rapidly.

- ▶ For the empirical analysis in this paper, we establish a definition of the gig economy as economic activity characterised by all of the following features: the worker provides on-demand services, the worker is classified as an independent contractor and a digital platform mediates the transaction.
- ▶ Since 2015, the gig economy according to this empirical definition has grown 9-fold to capture \$6.3bn in consumer spend in 2019.
- ▶ Rapid growth has been fuelled by new customers, and increased frequency of usage by existing customers in a gig economy whose offering has steadily expanded in the past five years.
- ▶ The gig economy workforce has grown substantially and may be as large as 250,000 workers. Although the exact magnitude of the workforce remains difficult to measure due to limitations of existing workforce data collections.

Since 2015, the gig economy has grown 9-fold to capture \$6.3bn in consumer spend, and to involve as many as 250,000 workers.

The gig economy has driven growth in Private Transport and Meal Delivery sectors.

- ▶ Two of the most impacted sectors by the gig economy's rise are 'Private Transport' and 'Meal Delivery', with a large proportion of the gig economy workforce concentrated in these sectors.
- ▶ The overall private transport sector has grown by 39% between 2015 and 2019. This growth is driven by increased customer usage of gig economy private transport providers (e.g. Uber, Didi, Ola).
- ▶ There is evidence of cannibalisation of traditional private transport providers (e.g. Taxi drivers), with consumer spend on traditional providers declining by 6% between 2015 and 2019. However, the larger impact of gig economy provider entry remains stimulation of new demand.
- ▶ Meal delivery is a high growth sector, growing over six-fold since 2015 to capture \$3.8bn of consumer spend in 2019. This growth has been largely driven by rapid growth of gig economy entrants.

Workers experience short-term economic benefits upon joining the gig economy, but longer-term concerns over financial security remain.

- ▶ Under current labour force regulations, most gig economy workers are likely to be classified as 'independent contractors'. They have more flexibility than employees do, but lack many basic entitlements that traditional employees receive.
- ▶ Traditional employee entitlements that gig economy workers generally do not receive include minimum wage, employer-paid superannuation,

Without employer contributions to superannuation and minimal personal contributions, many gig economy workers risk accruing low retirement savings.

- ▶ sick leave, annual paid leave, paid parental leave, long service leave and (in some jurisdictions) workers compensation insurance.
- ▶ Gig economy workers are over-represented in the following financially vulnerable population segments: younger age groups, students and formerly unemployed.
- ▶ There are short-term economic benefits for gig workers joining the workforce. 25% of workers have a material increase in short-term levels of Affluent Expenditure (hereafter referred to as 'Affluence'¹) after joining the gig economy. 77% of the workers that materially increased their short-term Affluence are from population segments with the lowest Affluence levels.
- ▶ However, longer-term risks to gig economy workers' financial security remain, particularly with respect to income protection and retirement savings.
- ▶ Gig economy workers have low levels of life insurance and private health insurance cover, with coverage levels 30% and 14% lower relative to comparable population segments respectively.
- ▶ Less than 1.5% of gig economy workers make personal superannuation contributions. Even when workers do make contributions, the contributions are minimal compared to the employer-paid superannuation contributions of minimum wage workers.
- ▶ With no employer contributions to superannuation for a period of their working life and minimal personal contributions, many gig economy workers risk accruing low retirement savings. These gig economy workers are more likely to be reliant on the government-funded Age Pension scheme to fund their retirement income.

The COVID-19 period to October 2020 has led to a surge in economic activity in the Meal Delivery sector of the gig economy.

- ▶ Overall consumer demand in the gig economy was negatively impacted during the initial COVID-19 lockdown period in late March and April 2020. This was largely driven by a sharp decline in private transport, where the overall sector was down by 70% in early April 2020.
- ▶ The gig economy has recovered since the beginning of May 2020, capturing over 40% more consumer spend in October 2020 compared to the pre-lockdown period in February 2020.
- ▶ Sectors within the gig economy are having different impacts. Consumer spend on private transport remains lower, while meal delivery has surged since late March 2020. Weekly consumer spend on meal delivery was 70% higher than pre COVID-19 lockdown levels in June 2020.
- ▶ The second round of lockdown in Victoria has caused spend in the gig economy to surge to even higher levels, with meal delivery spend over 100% higher in October 2020 than the pre COVID-19 lockdown period.

1.3 A call for more data and research on the gig economy in Australia

The gig economy in Australia, especially under the influence of the COVID-19 pandemic in 2020, is evolving rapidly. Consequently, there is an ongoing need to understand:

1. The impact of the gig economy on sectors of the Australian economy.
2. The Australian workers participating in the gig economy, the needs of these workers and their associated financial risks.



¹ Proxy for an individual's purchasing power based on the extent and nature of discretionary spending. Refer to 'Methods' in section 7 for 'Affluence' specifications

Traditional labour data sets are limited in their ability to identify gig economy workers. As a result, it is not possible to identify a granular characterisation of population segments in the gig economy and understand their needs or specific financial risks.

Using a non-traditional approach, 'Transaction Data' has provided valuable insights into the impact of the gig economy on traditional sectors as well as the benefits and risks that gig economy workers face.

However, important questions remain that the 'Transaction Data' cannot currently answer. These questions include:

1. What are the important workforce segments within the gig economy based on level of participation? These include:
 - a. Workers for whom gig economy work is their primary income source vs. supplementary income source.
 - b. Workers participating in the gig economy for shorter term vs. longer-term periods.
 - c. The gig economy sector the worker participates in (e.g. private transport, meal delivery and task-based services).
2. What are the demographic characteristics, financial risks and future employment pathways specific to the granular set of gig economy worker segments?
3. How is the size of the gig economy workforce, and the population segments within the workforce, changing over time?

These questions are important to address as, for example, the longer-term needs and financial risks specific to a middle-age Uber driver who has another primary income source will be different to a younger Deliveroo rider who has no other income sources and has participated in the gig economy for over five years.

To address these questions requires a comprehensive and granular characterisation of the gig worker cohort. It also requires data sets that can be refreshed over time as the gig economy evolves.

A potential avenue for this research would be to analyse integrated public data sets that enable granular characterisation and sizing of these gig economy worker segments. The Business Longitudinal Analysis Data Environment (BLADE) (Department of Industry, 2017) and Multi-Agency Data Integration Project (MADIP) (Australian Bureau of Statistics) are publicly managed statistical resources that may be used for this purpose and cover important data sets such as ATO and ABS. Alternatively, augmenting design of traditional labour market and household-based surveys, such as HILDA, may address some of these questions.

By addressing these questions, and monitoring the gig economy's evolution, we believe policy implications can be surfaced that address the needs of specific workers segments, whilst not unnecessarily impacting economic activity in the gig economy. Specific areas where implications for policy should be considered include compulsory superannuation coverage and the flow on impacts to future age pension costs, as well as the potential for under-insurance and the financial risks this imposes on gig economy workers.



We need to understand the impact of the gig economy on the broader Australian economy, including the needs and associated financial risks for gig workers.

A woman with blonde hair tied back, wearing a dark green t-shirt and a black cap, is holding a large cardboard box. The box has a green sticker that reads "Local Organic Delivered." The background is a blurred outdoor market or food court with other people and structures.

After the initial COVID-19 lockdown period, the gig economy has recovered since the beginning of May 2020, capturing over 40% more consumer spend in October 2020 compared to the pre-lockdown period.

Quantifying the gig economy's rise

2.1 A global phenomenon in need of deeper understanding

The rise of the gig economy is a well-known phenomenon being experienced around the world. Giants of the global gig economy, including Uber, Didi and Deliveroo, have entered the Australian market in the past decade and have quickly grown in popularity. The result has been growth in both the gig economy workforce and consumer spend in the gig economy.

Despite the rise of the gig economy being widely reported, its size and growth has been challenging to measure. This is largely due to:

1. no clear or consistent definition of what the gig economy is comprised of; and
2. no regular data collection or standardised measurement of gig economy activity (Mills & Jan, 2017).

Existing research available to inform the gig economy's size is largely based on estimates from survey sample research (Minifie, 2016) (McDonald, Williams, Stewart, Oliver, & Mayes, 2019). While this research provides a valuable view of the gig economy's workforce size and an indication of its growth, the precise measurement of the size and growth of the gig economy and its economic impact remains relatively unknown.

This paper aims to fill this knowledge gap using a non-traditional approach. We use Transaction Data to measure spend in the gig economy, as well as understand the characteristics and broader behaviours of gig economy workers. The ultimate aim is to gain a better understanding of the gig economy and its impact on the Australian workforce.

2.2 What defines the gig economy?

The 'gig economy' is a term used widely but lacks a clear and consistent definition. A sample of Australian and international research papers describe the gig economy as follows:

- ▶ *a recent term, describing economy activity related to short-term, project-based, outcome-defined work (Mills & Jan, 2017);*
- ▶ *the collection of markets that match providers to consumers on a gig (or job) in support of on-demand commerce (Donovan, Bradley, & Shimabukuru, 2016);*
- ▶ *workers or capital owners contract over a digital intermediary to do small tasks or short-term rentals known as 'gigs' (Productivity Commission, 2016); and*
- ▶ *start-ups that connect and mediate between buyers and sellers in a range of markets, but particularly markets for in-person services (Healy, Nicholson, & Pekarek, 2017).*

A broad definition of the gig economy might cover all economic activity related to on-demand work by individuals, where these individuals are classified as independent contractors.

By this definition, the gig economy has been around for a very long time. Economic activity captured by this definition will include on-demand work delivered by plumbers, handymen, freelancers and many other types of work conducted throughout past centuries.

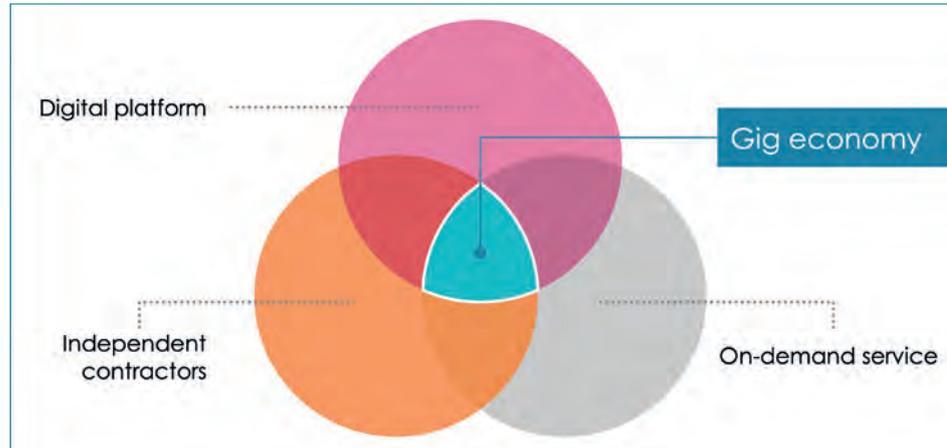
However, due to the historically fragmented nature of such economic activity, comprehensive empirical study has been difficult. Modern digital platforms which aggregate transactions for many types of on-demand work now present the opportunity to study a significant portion of economic activity in the gig economy.

For the empirical analysis in this paper, and building on the broad definition stated, the gig economy is defined as economic activity characterised by all of the following features:

1. **On-demand services:** the worker provides on-demand services.
2. **Independent contractor:** the worker is classified as an independent contractor.
3. **Digital platforms:** mediate the transaction and compensate the worker.

Therefore, the key feature of the empirical gig economy definition over the broad definition is the existence of the digital platform as the intermediary between consumer and worker.

Figure 2.1: Defining the gig economy



This is the definition of the gig economy we will be using for the purpose of this paper and is visualised as the overlapping segments in figure 2.1. The well-known digital platforms of the gig economy in Australia, Uber (private transport), Deliveroo (meal delivery) and Airtasker (various task-based services), clearly meet the definition of the gig economy as providers of on-demand services where consumers and workers interact through the digital platform.

The following are types of work and digital platforms that do not meet the gig economy definition and are therefore considered out-of-scope for this paper:

- ▶ Airbnb and other accommodation-sharing digital platforms. These platforms do not offer services provided by a worker, instead providing short-term accommodation rentals. Similarly, eBay and other online marketplaces generally do not offer services.
- ▶ Digital platforms that do not involve peer-to-peer transactions for services. Notable examples are online grocery delivery through major supermarkets and pizza delivery through the company’s own digital platform (e.g. Domino’s Pizza).
- ▶ Self-employed contractors where work is not mediated through a digital platform. This can include a significant portion of work performed by tradespersons and other self-employed contractors.



2.3 The gig workforce is growing, yet remains difficult to quantify

2.3.1 The gig economy has grown to be a large part of the Australian workforce

Research by the Grattan Institute in 2016 (Minifie, 2016) and national survey research in 2019 (McDonald, Williams, Stewart, Oliver, & Mayes, 2019) gives valuable insight into the size and growth the gig economy workforce in Australia.

Using this research, we have obtained estimates of the gig economy workforce in 2015 and 2019. These workforce estimates are detailed below.

- ▶ in 2015, an estimated 80,000 Australians (0.5% of the Australian workforce) worked on peer-to-peer digital platforms more than once a month (Minifie, 2016); and
- ▶ by 2019, Uber’s workforce alone was made up of more than 60,000 drivers in Australia (AlphaBeta, 2019). The national survey research in 2019 (McDonald, Williams, Stewart, Oliver, & Mayes, 2019) found that of approximately 1,000 gig economy workers surveyed, 22.7% were Uber drivers. These results suggest that the Australian gig economy workforce in 2019 could be as high as 250,000 workers.

Together these gig economy workforce estimates highlight significant workforce growth between 2015 and 2019, with the workforce more than tripling during this period. In the context of the Australian workforce, a gig economy workforce of 250,000 would be larger than many major Australian sectors (refer to table 2.2).



Table 2.2: 2019 Australian industry statistics – workforce size

Sector	Workforce size
Art’s and Recreation	216,000
Mining	179,000
Information media and telecommunications	167,000
Electricity, gas, water and waste services	113,000

Source: (Australian Bureau of Statistics (ABS), 2020)

Whilst the gig economy workforce does appear large relative to other major sectors, it is important to understand the unique working patterns of gig workers. A large proportion of gig workers consider their work in the gig economy to be supplementary to another primary form of employment (McDonald, Williams, Stewart, Oliver, & Mayes, 2019). This makes measuring the gig economy workforce and comparing the gig economy workforce to other sectors challenging. This is discussed in more detail in section 2.3.2.

2.3.2 *Measuring the size of the gig workforce remains difficult due to the predominantly secondary nature of gig work*

To this point, the size of the gig economy workforce has proven difficult to measure through the collection of traditional labour force statistics.

A key reason behind this difficulty is due to the largely secondary nature of gig work. The national survey research in 2019 (McDonald, Williams, Stewart, Oliver, & Mayes, 2019) revealed that almost half of the current gig workforce reported spending less than five hours per week on gig economy work, and only 5.4% reported spending more than 26 hours per week. This is in stark contrast to the weekly hours associated with full-time roles common to many other sectors. Furthermore, only 15.4% of gig workers indicated that income from gig work was essential for meeting basic needs².

Many gig workers consider their work in the gig economy to be supplementary to another primary form of income.

² (McDonald, Williams, Stewart, Oliver, & Mayes, 2019) For interpretation of national survey research, note that the sample has a high proportion of respondents that performed gig work for Airtasker (34.8%) and Freelancer (11.8%). The paper reports that Private Transport and Meal Delivery gig workers were much more likely to indicate that their gig work generated 100% of their income

The gig economy workforce has proved difficult to quantify using traditional labour force statistics.

Labour market statistics to understand the size of Australian sectors are largely based on survey research, with the ABS Labour Force survey and the HILDA survey being two headline sources used for labour market reporting. Labour market statistics reported from this survey research segment the workforce by industry and occupation, as well employment classification (e.g. permanent contract vs. independent contractors).

Notably, the results of a 2018 HILDA survey further highlight the difficulty in measuring the gig economy workforce size in traditional survey reports. The survey findings report flat rates of self-employment³ between 2010 to 2016 (Wilkins & Lass, 2018). This led to reports that the rise of the gig economy workforce may be exaggerated, as a larger gig economy workforce would be expected to show up as more self-employed workers (Bagshaw, 2018).

However, the interpretation of these findings in the 2018 HILDA report was that increases in the gig economy workforce is unlikely due to more workers turning to gig work from traditional full-time employment (Wilkins & Lass, 2018). Rather workers have substituted one type of self-employment for gig work (e.g. Taxi drivers), or gig work has been taken up as a secondary source of income. In these cases, increases in the gig economy workforce will not be observable in the headline number of self-employed workers in Australia.

It is for these reasons that the gig economy workforce has proved difficult to quantify using traditional labour force statistics.

2.4 Using 'Transaction Data' to gain new insights into the gig economy's impact

2.4.1 A non-traditional approach to studying the gig economy's impact

In this paper, we take a non-traditional approach to generate deeper insights into the rise and impact of the gig economy. The approach uses Quantum's transactional data set ('Transaction Data') to measure spend in the gig economy and understand the characteristics and behaviours of its workers. The Transaction Data contains a fully de-identified and privacy compliant sample of electronic bank transactions for more than three million individuals in Australia over five years. The transactions are weighted to remove skews relative to total population and generate nationally representative insights.

Using Transaction Data enables us to answer key questions regarding the gig economy's impact through the identification and analysis of two cohorts: 'gig economy consumers' and 'gig workers'. Figure 2.2 below maps the cohort analysed in Transaction Data to the key questions the analyses enables us to address in this paper.

The Transaction Data analysis is based on a sample of approximately 1,000,000 gig economy consumers and 8,008 gig workers, making it the largest ever study of gig economy activity in Australia.

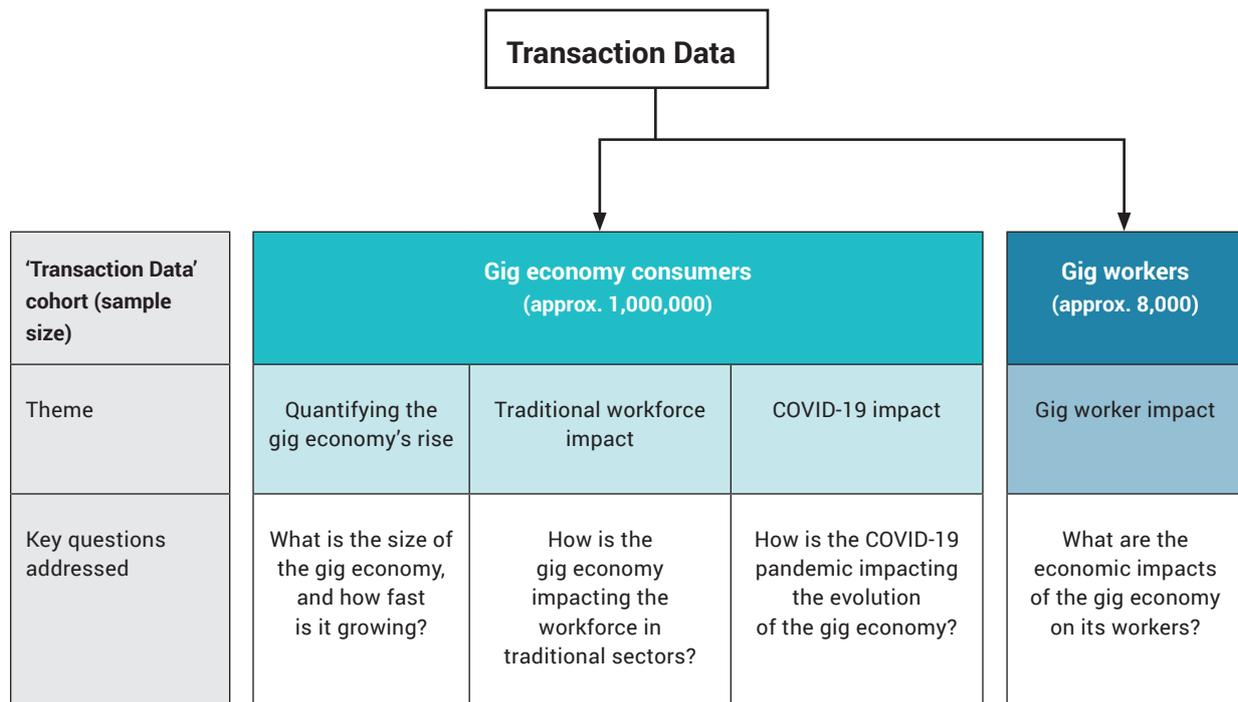
The sample of 'gig workers' is limited to gig economy workers from five digital platform owners (Didi, Freelancer.com, Ola, Uber, UberEats) as these were the set of digital platforms where workers could be identified in the Transaction Data⁴. The implication is that insights from the analysis of the gig worker sample in 'Transaction Data' is based on the aggregated workforce of these five digital platforms.



3 Gig economy workers are generally classified as 'independent contractors' and are therefore self-employed

4 Refer to 'Methods' in section 7 for gig worker sample specifications

Figure 2.2: Using ‘Transaction Data’ analysis to uncover gig economy insights



2.4.2 Gig economy definition in ‘Transaction Data’

The definition of the gig economy used for our Transaction Data analysis is consistent with the definition outlined in section 2.2. Using this analytical definition, digital platforms in three key sectors of the gig economy are included and summarised in table 2.3.

Table 2.3: Sectors and digital platform in ‘Transaction Data’ analysis

Gig economy sector	Example digital platforms included in definition ⁵
Private transport	Didi, Ola, Uber
Meal delivery	Deliveroo, Menulog, UberEats
Task-based services	Airtasker, Freelander, hipages

In section 2.5 that follows, we use Transaction Data to quantify the gig economy's size as well as the gig economy's rise in terms of growth in consumer spend. Through these insights, we provide a deeper understanding of the gig economy's scale and growth trajectory in Australia.

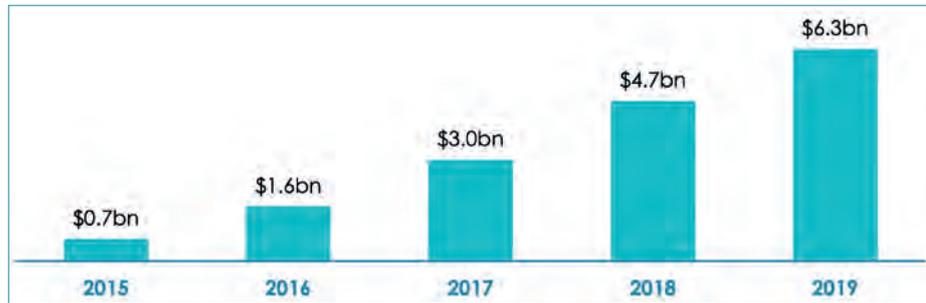
2.5 Consumer spend in the gig economy is growing rapidly

The gig economy in Australia has grown rapidly to over nine times its size from 2015 to 2019 (figure 2.3). In 2019, the gig economy captured \$6.3bn of consumer spend.

⁵ Refer to 'Methods' in section 7 for a complete list of digital platforms included in 'Transaction Data' analysis

Figure 2.3: Gig economy market size*

Source: Quantum transactional data
 * Market size is total consumer spend on domestic gig economy services



Although the gig economy's rise has certainly been rapid, its size in terms of consumer spend is small relative to major Australian sectors. At \$6.3bn in 2019, the gig economy is an order of magnitude smaller than the major sectors we previously compared to in terms of workforce size (refer to table 2.4).

Table 2.4: 2019 Australian industry statistics – total income

Sector	Total income
Art's and Recreation	\$42bn
Mining	\$317bn
Information media and telecommunications	\$88bn
Electricity, gas, water and waste services	\$144bn

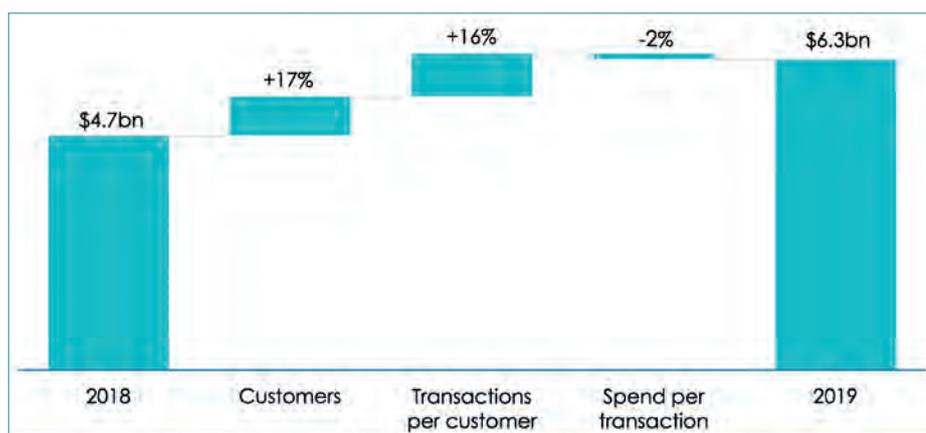
Source: (Australian Bureau of Statistics (ABS), 2020)

Despite the gig economy's rapid rise, its size in terms of total consumer spend is still relatively small.

The rate of growth of the gig economy, while still high, has been slowing in recent years. The average growth rate between 2015 and 2019 was 75% per annum, while the growth rate between 2018 and 2019 was 32%. The key drivers of the growth between 2018 and 2019 were both new customer growth and increased transaction frequency of existing customers (figure 2.4).

Figure 2.4: 2018-2019 gig economy growth drivers*

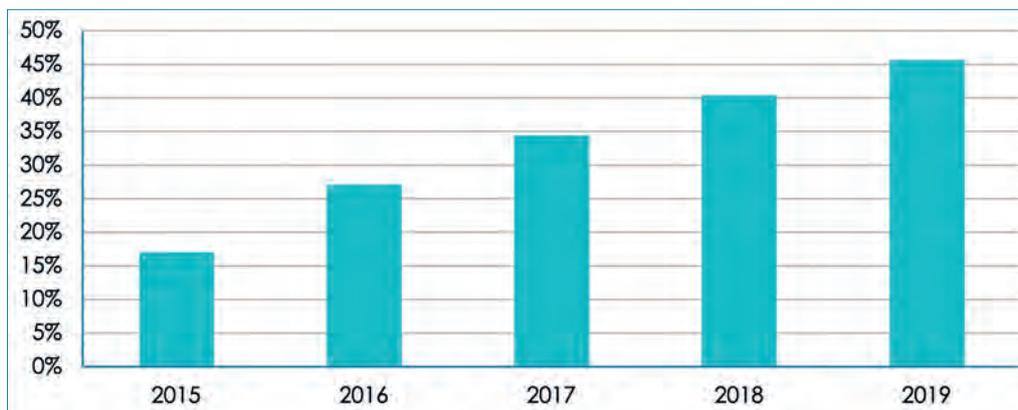
Source: Quantum transactional data
 * Market size is total consumer spend on domestic gig economy services



However, growth in customer usage⁶ has been slowing each year between 2015 and 2019 (figure 2.5). In 2016 compared to the prior year, an additional 10% of Australians transacted on digital platforms of the gig economy (from 17% in 2015 to 27% in 2016). While in 2019, the increase was 6% in customer usage from the prior year. If growth in customer usage continues to slow, this would put downward pressure on gig economy growth in the coming years.

6 Customer usage is defined as the proportion of population that transact with digital platforms of the gig economy

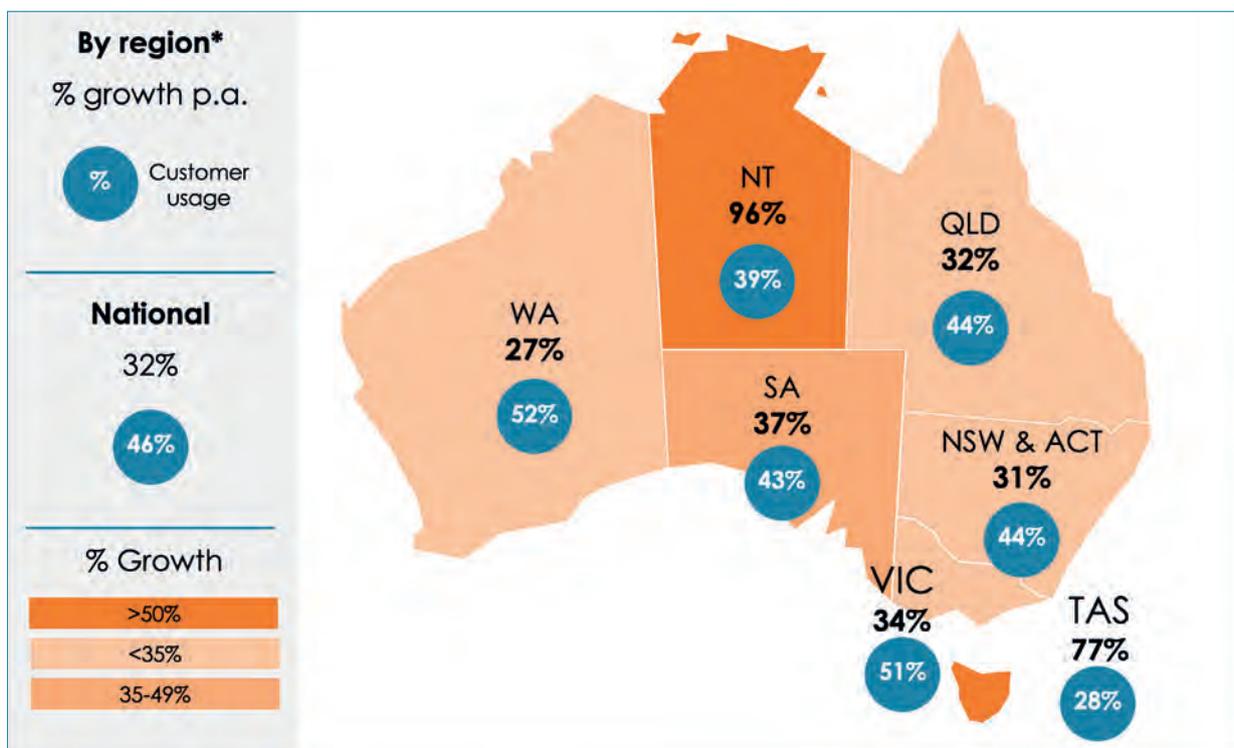
Figure 2.5: Gig economy customer usage



Source: Quantum transactional data
 * Market size is total consumer spend on domestic gig economy services

Across Australia, gig economy customer usage is highest in Western Australia and Victoria where 52% and 51% of residents transacted with gig economy digital platforms respectively (figure 2.6). The geographical results may indicate potential for higher gig economy growth through new customers in the states outside of Western Australia and Victoria.

Figure 2.6: 2019 gig economy growth and customer usage by state



Source: Quantum transactional data
 * 'Growth p.a.' is 2019 vs. 2018 consumer spend on gig economy services; Customer usage is defined as the proportion of population that transact with digital platforms of the gig economy

3

The impact of the gig economy on the traditional workforce

There is currently a lack of hard evidence on the effects of the gig economy on traditional sectors.

3.1 New employment opportunities, or unwelcomed competition?

As the rise of the gig economy continues, it is important to understand its overall impact on the Australian economy and employment. Important questions to consider include:

- ▶ Do digital platforms generate additional demand and employment for existing sectors?
OR
- ▶ Are they cannibalising existing demand? That is, does the rise of the gig economy simply represent a transfer of economic activity from existing sectors to new workers and digital platform owners?

Attempts to answer these questions are limited by a lack of hard evidence. Sector impacts that have been reported in existing research include:

- ▶ Income and displacement impacts to workers in the taxi industry caused by gig economy entrants, largely based on anecdotal evidence (Chau, 2018).
- ▶ Benefits to consumers from utilisation of gig economy sector entrants, often citing lower cost services and superior customer experience compared to traditional sector providers (Deloitte Access Economics, 2016) (Minifie, 2016).
- ▶ Total sector analyses identifying gig economy entrants as drivers of high sector growth (Roy Morgan, 2020).

However, the extent to which the gig economy has cannibalised specific sectors or generated additional economic activity remains unclear from existing research.

We will tackle these important questions using Transaction Data. We have focused on two sectors: 'private transport' and 'meal delivery'. Specifically, analysis of Transaction Data will address the following questions:

1. Has the gig economy stimulated additional consumer demand in the sector?
2. How has gig economy entry to the sector impacted consumer demand for existing providers?
3. Have existing sector workers been adversely impacted?

3.2 Growth in the private transport sector has been stimulated by the gig economy

3.2.1 Private transport sector definition for 'Transaction Data' analysis

The private transport sector has traditionally been dominated by Taxi companies. The first digital platform of the gig economy to enter the Australian private transport sector was Uber in 2012. In the years since, more digital platforms have entered the sector in Australia including Ola in 2017 and Didi in 2018.

Table 3.1 defines the private transport sector as comprised of gig economy providers (digital platforms) and traditional providers. Splitting the private transport sector between gig economy and traditional providers allows us to analyse the impacts of gig economy entrants on traditional providers using Transaction Data.



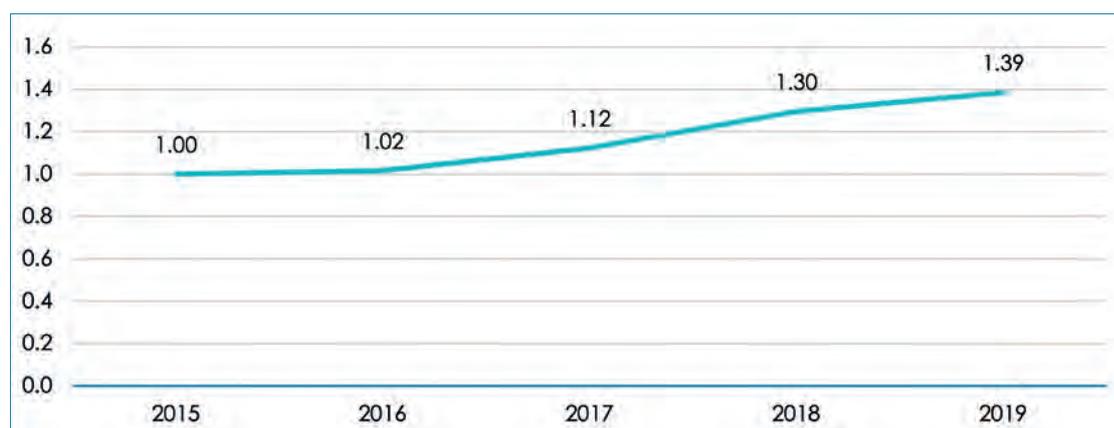
Table 3.1: Sector definitions for 'Transaction Data' analysis and example providers⁷

Sector	Gig economy providers	Traditional providers
Private transport	Uber, Didi, Ola and other digital platforms	Taxi companies

3.2.2 The gig economy has stimulated greater consumer demand in the private transport sector

The total private transport sector has grown significantly since 2015. Consumer spend growth in the private transport sector increased by 39% (1.39 indexed growth value) between 2015 and 2019 (figure 3.1).

Figure 3.1: Overall 'private transport' sector - indexed consumer spend growth



Source: Quantum transactional data
Spend growth is indexed to 1 in 2015

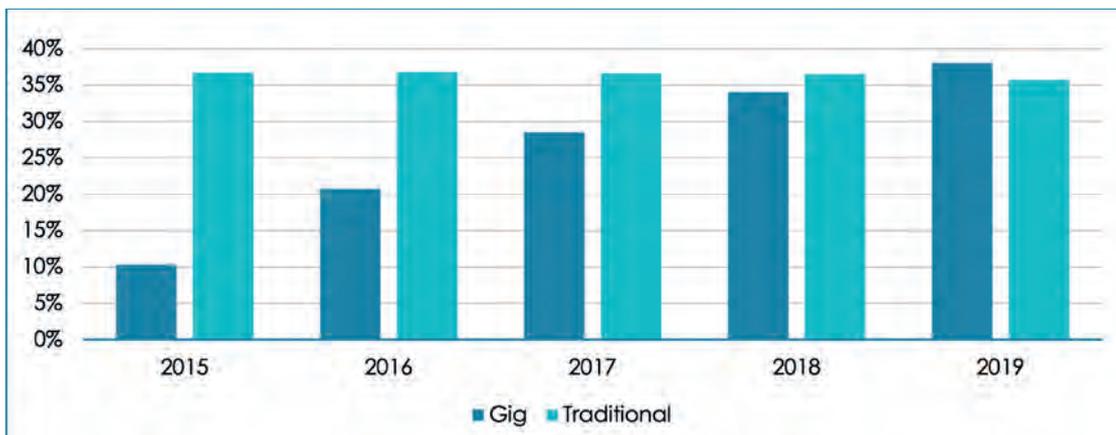
Customer usage of gig economy providers has grown rapidly since 2015. The proportion of the Australian population that used gig economy providers in 2015 was 10%. By 2019, 38% of the population was using gig economy providers (figure 3.2). In contrast, customer usage of traditional providers has

⁷ For a detailed description of gig economy and traditional providers in the private transport sector, refer to 'Methods' in section 7

been relatively flat at approximately 36% between 2015 and 2019 (figure 3.2).

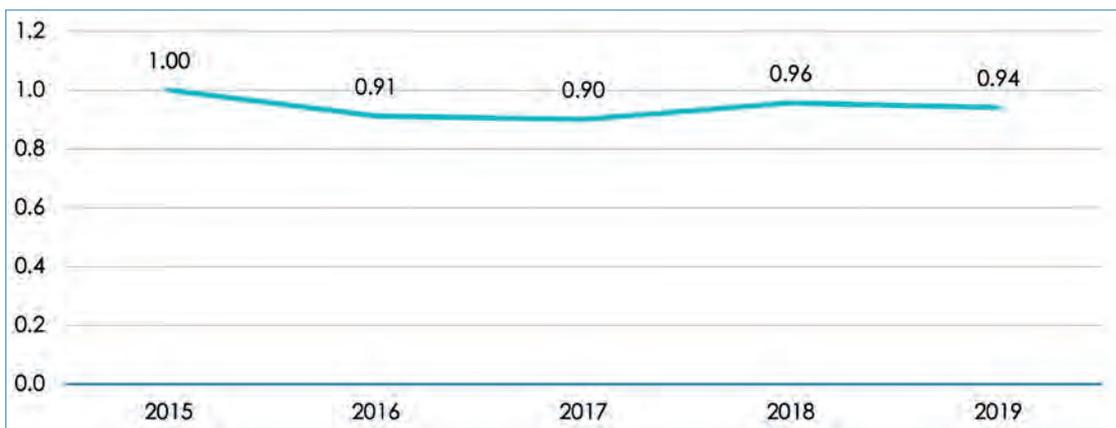
Furthermore, in the traditional 'private transport' sector, consumer spend growth decreased by 6% (0.94 indexed growth value) between 2015 and 2019 (figure 3.3). These results indicate that entry of gig economy providers has stimulated increased consumer demand in the private transport sector, fuelling the sectors growth since 2015.

Figure 3.2: 'Private transport' sector – customer usage⁸



Source: Quantum transactional data

Figure 3.3: Traditional 'private transport' sector – indexed consumer spend growth



Source: Quantum transactional data
Spend growth is indexed to 1 in 2015

3.2.3 Consumer spend on traditional providers has declined with the gig economy's rise

Despite the growth in consumer spend for the overall sector, there is evidence that traditional private transport providers have been cannibalised by the entry of gig economy providers. Total consumer spend on traditional private transport providers decreased by 6% (0.94 indexed growth value) between 2015 and 2019 (figure 3.3). A 6% decline in consumer spend for traditional providers, while total sector grew by 39% over the same period, indicates that traditional providers were cannibalised by the gig economy entrants.

As discussed in section 3.2.2, the total sector's growth of 39% was driven by gig economy providers. Therefore, the total sector's growth is not wholly

⁸ Includes electronic consumer spend only

contestable for traditional providers to claim as cannibalisation if it represents new demand driven by new offerings from the gig economy.

Unfortunately, a robust estimate of traditional sector growth before the gig economy providers entered the sector is not available. Additional historical sector growth data would enable us to strengthen conclusions regarding the degree of traditional sector cannibalisation while the gig economy entrants have been competing in the sector.

3.2.4 *Despite additional employment opportunities and benefits to consumers, the gig economy has had an adverse impact on traditional workers*

Gig economy providers entered the sector to a background of widespread dissatisfaction with the taxi industry performance, as outlined in the 2012 Taxi Industry inquiry (Final Report: Customers First: Service, Safety, Choice, 2012). A primary recommendation of the Inquiry was to increase competition. Greater competition from gig economy providers has certainly benefited consumers. Widely reported consumer benefits associated with entry of gig economy providers include (Minifie, 2016):

- ▶ lower fares;
- ▶ improved reliability and lower wait-times; and
- ▶ improved safety for both drivers and passengers.

This background may suggest that the gig economy has stimulated new demand and employment opportunities by addressing consumer needs that were largely unmet by traditional providers.

However, improving overall sector performance through the entry of gig economy providers has come at a financial cost to traditional sector workers. We have shown that total income generated by traditional providers has declined since the entry of gig economy providers (figure 3.3). It is also widely acknowledged that many taxi drivers have been adversely impacted (Chau, 2018) by way of:

- ▶ loss of income;
- ▶ decline in license value; and
- ▶ displacement from the taxi industry.

3.3 The meal delivery sector is a high growth sector, benefiting both gig and traditional providers

3.3.1 *Meal delivery sector definition for 'Transaction Data' analysis*

Before the gig economy entrants, the meal delivery sector was mostly comprised of fast food and pizza delivery companies. Large international gig economy providers, Deliveroo and Uber Eats, entered the Australian market in 2014 and 2016 respectively. While the large domestic gig economy provider, Menulog has operated in Australia since 2006.

Similarly, to section 3.2, the gig economy and traditional providers of the meal delivery sector are defined to allow us to analyse the impact of gig economy entrants on traditional providers using Transaction Data (refer to table 3.2).



Table 3.2: Sector definitions for ‘Transaction Data’ analysis and example providers⁹

Sector	Gig economy providers	Traditional providers
Meal delivery	Uber Eats, Deliveroo, Menulog and other digital platforms	Online food orders from fast food chains and restaurants such as Dominos, Pizza Hut, Red Rooster and others

3.3.2 The meal delivery has grown rapidly in recent years, largely driven by the gig economy

Consumer spend in the meal delivery market has increased 6-fold (indexed growth value 6.02) between 2015 and 2019 (figure 3.4 and table 3.3). This rapid growth was largely driven by gig economy providers, who contributed 78% of total meal delivery sector growth over this period (table 3.3).

Figure 3.4: Overall ‘meal delivery’ sector - indexed consumer spend growth



Source: Quantum transactional data. Market growth is indexed to 1 in 2015

Table 3.3: ‘Meal delivery’ sector - consumer spend between 2015-2019

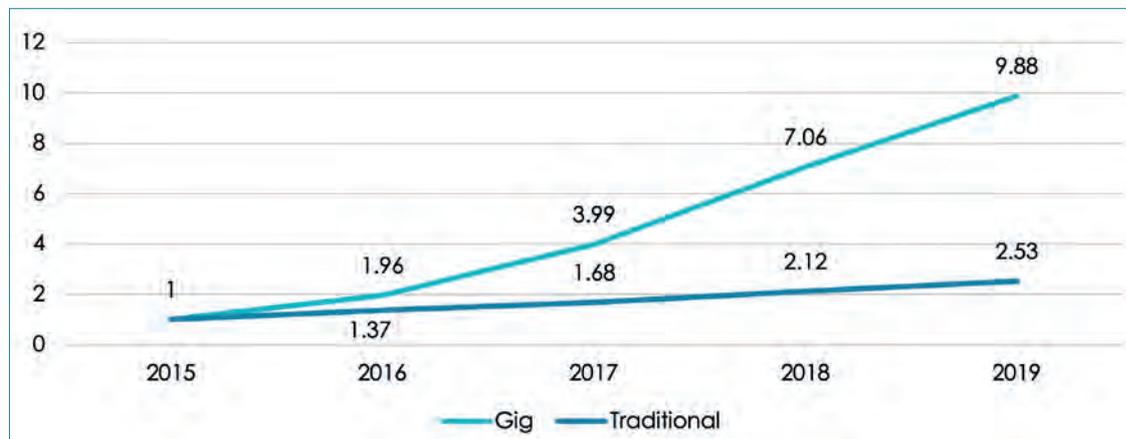
	Gig economy	Traditional	Total sector
Indexed consumer spend growth	9.88	2.53	6.02
Contribution to total sector consumer spend growth	78%	22%	100%

Source: Quantum transactional data. Spend growth is indexed to 1 in 2015

Consumer spend with gig providers has grown nearly 10-fold (indexed growth value 9.88), while consumer spend with traditional providers grew by 2.5-fold between 2015 and 2019 (figure 3.5 and table 3.3). The growth in traditional providers indicates that meal delivery is a high growth sector independent of gig economy entry. However, the significantly higher growth in gig providers suggests that the gig economy may be better meeting consumer needs than traditional providers and therefore stimulating sector demand to an even greater extent.

⁹ For a detailed description of gig economy and traditional providers in the meal delivery sector, refer to ‘Methods’ in section 7

Figure 3.5: Gig and traditional ‘meal delivery’ sectors – indexed consumer spend growth¹⁰



Source: Quantum transactional data. Market growth is indexed to 1 in 2015

3.3.3 Meal delivery is generating employment opportunities for both traditional and gig economy providers

Since 2015, consumer spend on traditional providers has grown strongly, more than doubling in size over the period of 2015 to 2019 (figure 3.5 and table 3.3). Thus, traditional providers have been able to grow despite increased competition from gig economy entrants over this period.

It is plausible that despite strong growth from traditional providers, gig providers have cannibalised the potential growth of the traditional meal delivery market. However, and as discussed in section 3.3.2, the gig economy has likely stimulated additional sector demand that would not have existed without their entry.

High consumer demand growth of traditional providers indicates limited evidence of negative impacts on the existing sector workforce in terms of job displacement. Indeed, high growth across both traditional and gig economy providers indicate employment opportunities are being generated across both traditional and gig economy providers.

Negative aspects of the gig growth may be offset by newly generated opportunities.



¹⁰ Includes electronic consumer spend only

4

The impact of the gig economy on its workers

For many workers in Australia, the gig economy is a new and valued source of flexible work.

4.1 What are the benefits and risks to workers of the gig economy?

For many workers in Australia, the gig economy is a new and valued source of flexible work. This work brings many benefits for its workers:

- ▶ Greater flexibility and autonomy to choose when and where to work (AlphaBeta, 2019).
- ▶ Relatively low barriers to entry to commence work (Industrial Relations Victoria, 2020).
- ▶ Ability to reduce worker's income variability by quickly ramping up gig economy work when primary income sources temporarily fall, or during periods of frictional unemployment (Minifie, 2016).

Yet despite these benefits, there are widely acknowledged worker frustrations and risks associated with work in the gig economy:

- ▶ The lack of basic worker entitlements such as minimum wage, employer-paid superannuation, sick leave, paid annual leave, paid parental leave, long service leave and (in some jurisdictions) workers compensation insurance due to 'independent contractor' classification (The Senate - Parliament of Australia).
- ▶ Low awareness among workers of the implications of their 'independent contractor' classification for entitlements (McDonald, Williams, Stewart, Oliver, & Mayes, 2019).
- ▶ Cases of worker misclassification where digital platforms have been prosecuted or are currently under-investigation (Dosen & Graham, 2018).
- ▶ Weak or non-existent income security due to the demand-driven nature of work (Kennedy, et al., 2017).

As the gig economy continues to grow, it is increasingly important for government and digital platform owners to better understand the benefits and risks faced by gig workers. Previous research has contributed to this understanding, but there has been limited work that measures the extent to which these benefits are being accrued, or these risks are manifesting, in the gig worker population.

In this section, we aim to provide a deeper understanding of the benefits and risks faced by gig workers using Transaction Data. Our analysis is based on a

sample of approximately 8,000 gig workers identified through Transaction Data¹¹.

Specifically, through this Transaction Data analysis we provide answers to the following questions:

1. What segments of the Australian population are engaging in gig economy work?
2. Why do workers join the gig economy? And what is the short-term economic impact on these workers?
3. To what extent are gig workers financially at-risk due to lower worker entitlements?

4.2 The nature of gig economy employment

The rapid rise of the gig economy has brought forth many challenges to government and labour market system operators.

Under the traditional labour market paradigm, employees receive a minimum standard of entitlements from their employers. However, in the gig economy, workers are regularly classified as ‘independent contractors’ (The Senate – Parliament of Australia). Under this classification, digital platforms are not required to provide many of the entitlements enjoyed by employees, including:

- ▶ employer-paid superannuation;
- ▶ minimum wage;
- ▶ sick / annual leave, and
- ▶ workers compensation insurance (in some jurisdictions).

Whilst currently forgoing these traditional worker entitlements, gig workers retain autonomy over when and where to work under ‘independent contracting’. This feature of gig economy work is not generally associated with traditional employment (AlphaBeta, 2019).

However, the minimum standard of entitlements that workers should receive is an active topic of discussion, attracting many audiences with different viewpoints. These differing viewpoints have manifested in a number of ways, including:

- ▶ So-called ‘sham-contracting’ claims by workers, whereby some digital platforms have stood accused of misclassifying their workers to minimise worker entitlements (Fair Work Ombudsman, Fair Work Ombudsman commences legal action against Foodora, 2018) (Dosen & Graham, 2018).
- ▶ Reports identifying the gig economy as a contributor to the risk of “workforce casualisation”, whereby an increasing proportion of the Australian workforce are subject to greater income variability and weaker income security (Kennedy, et al., 2017).

- ▶ Concerns over financing the social protections associated with minimum standard employee entitlements if they are extended to more casualised forms of work (The Senate - Parliament of Australia).
- ▶ Digital platforms stating their aversion to providing additional entitlements (such as employer-paid superannuation) due to the risk of workers being reclassified as employees, putting at-risk the autonomy and flexibility their workers value (AlphaBeta, 2019).

Given the ongoing uncertainty caused by these different viewpoints, workers, their representatives, government and digital platforms need to collaborate, and have a joint role to play in ensuring that gig workers are adequately supported.

The aim of the remainder of this section to provide an evidence-base to support decision-makers in evolving the worker support structure as the landscape of the labour market continues to change.

4.3 Vulnerable populations look to the gig economy for work

A key topic of discussion in gig economy research is whether labour force regulations need to be amended to protect worker rights. To understand specific needs of gig workers, it is important to have a good understanding of the demographic and behavioural characteristics of the gig economy workforce.

By analysing our sample of gig workers using Transaction Data¹², we can understand and summarise key demographics and attributes of these gig workers, such as age groups and workforce background. This analysis indicates that the gig economy workforce is over-represented in the following populations segments¹³ (figure 4.1):

- ▶ Younger age groups.
- ▶ Lower levels of Affluence¹⁴ (proxy for an individual’s purchasing power).
- ▶ Students.
- ▶ Formerly unemployed.

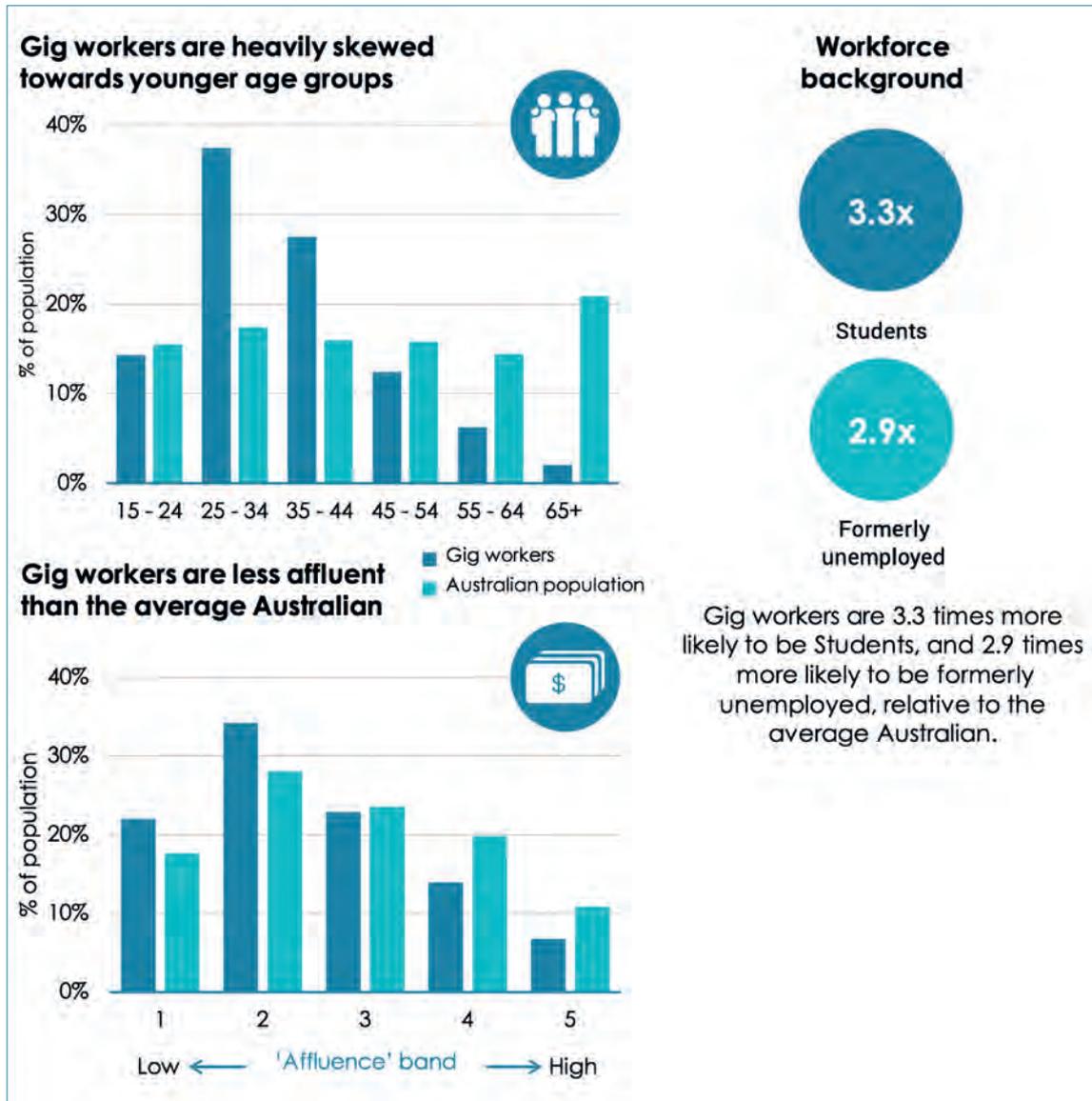
¹¹ Refer to ‘Methods’ in section 7 for further specifications of the gig worker sample identified in ‘Transaction Data’

¹² Refer to ‘Methods’ in section 7 for gig worker sample specifications

¹³ These results align with findings from the 2019 national survey research (McDonald, Williams, Stewart, Oliver, & Mayes, 2019) which, based on a survey of 988 current gig workers, found that younger age-groups, students and formerly unemployed residents were over-represented in the gig workforce

¹⁴ Refer to ‘Methods’ in section 7 for ‘Affluence’ specifications

Figure 4.1: Demographic and behavioural profile of the gig economy workforce¹¹



Source: Quantum transactional data

This profile of the gig workers over-represents more vulnerable segments of the Australian workforce for the following reasons:

1. Young workers and students are new to the Australian workforce. Therefore, they may not understand or fully consider the risks and lower entitlements associated with their contracting arrangement with digital platforms.
2. Formerly unemployed and workers with low Affluence have higher dependence on government income protection schemes and the age pension upon retirement.

Furthermore, there is evidence that gig economy work does not address the specific vulnerabilities of these populations:

1. National survey research in 2019 (McDonald, Williams, Stewart, Oliver, & Mayes, 2019) showed that gig workers lacked awareness of the risks and lower worker entitlements associated with their contractual status.
2. Gig economy work is associated with greater variability in income and there is no obligation for digital platforms to provide superannuation or workers compensation insurance (in some jurisdictions) to their gig workers (The Senate - Parliament of Australia).

Despite the risks, the gig workforce has been growing substantially. This suggests that there are economic and other benefits attracting many workers to join the gig workforce.

4.4 25% of gig workers experience short-term gains in Affluence after joining the gig economy

For many workers, participation in the gig economy is a matter of choice and lifestyle (McDonald, Williams, Stewart, Oliver, & Mayes, 2019). For other workers, an alternative to gig economy work may be under-employment or unemployment.

Therefore, when weighing up the impact of the gig economy on the Australian workforce, it is important to understand why these groups of workers are joining the gig economy and what the short-term economic impact is on these workers.

Using the gig worker sample from Transaction Data¹¹, we can proxy longitudinal changes in individual's 'Affluence' based on spending behaviour. Affluence¹⁴ is a proxy for an individual's purchasing power measured by analysing the purchasing mix between discretionary and non-discretionary purchases, as well as analysing the relative price-point of brands they transact with. An individual with a lower Affluence score would have purchasing behaviour skewed towards non-discretionary purchases, budget brands and small and more frequent transactions within a category. While an individual with a high Affluence score would have more discretionary purchases and prefer premium brands within categories. We have measured this Affluence score for individuals over time to perform longitudinal analysis.

Using this approach, we find significant movements in the Affluence of gig workers before and after joining the gig workforce. Two key gig worker groups emerge from this longitudinal analysis (figure 4.2):

1. **Improved 'Affluence' group:** 25% of workers experienced a material increase in Affluence after joining the gig workforce. These workers were more likely to be from lower Affluence bands, with 77% of all workers that increased Affluence coming from Affluence bands one and two.

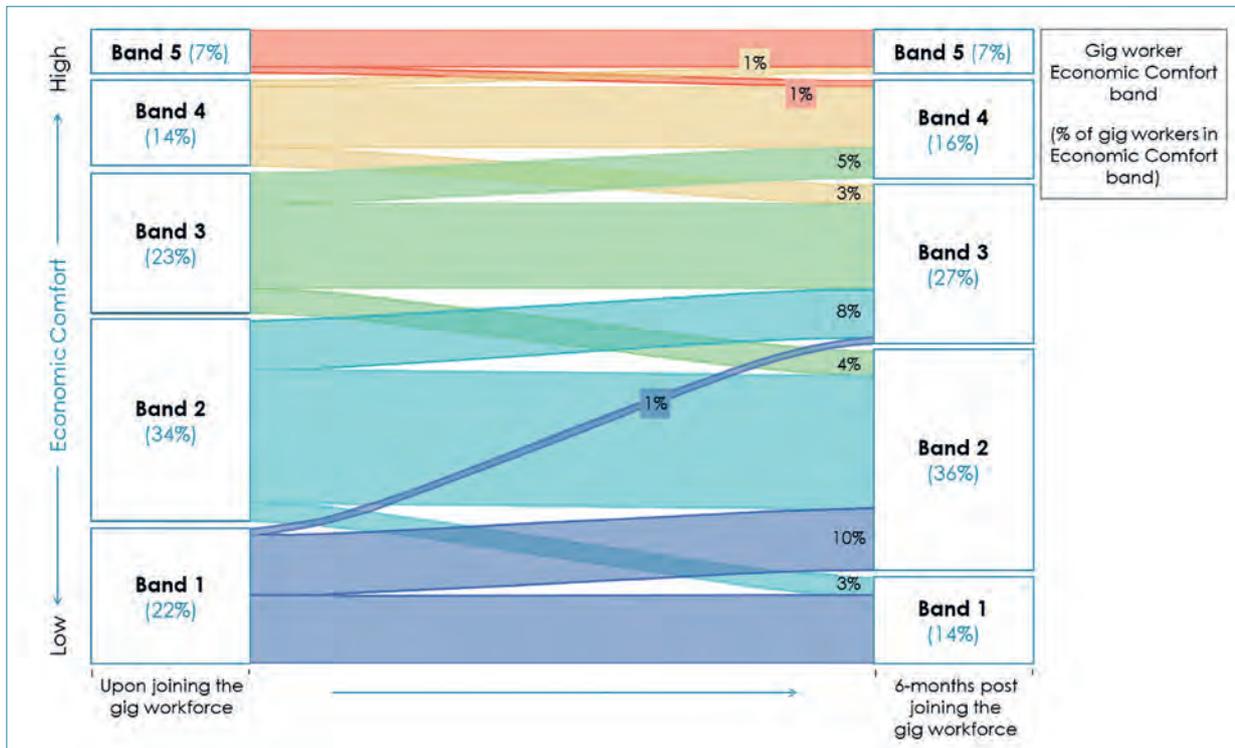
Furthermore, for workers that were in the lowest bands when joining the gig economy, 50% of these workers experienced a material increase in Affluence.

2. **Reduced 'Affluence' group:** The reduced Affluence group is smaller than the improved Affluence group. 12% of workers experience a material decrease in Affluence after joining the gig workforce. The workers experiencing a decrease in Affluence were distributed relatively evenly across the bands.



For many workers, an alternative to gig economy work may be under-employment or unemployment.

Figure 4.2: Movements in worker Affluence before and after joining the gig economy workforce



Source: Quantum transactional data

From the perspective of Affluence, the overall gig economy workforce appears to be better-off six months after joining the gig economy. The distribution of Affluence becomes more skewed towards higher bands six months after joining the gig economy, and more workers experience a material increase in Affluence compared to workers that experience a decrease (figure 4.2).

These findings corroborate hypotheses and survey results discussed in prior research on the gig economy workforce:

1. Gig economy work creates employment opportunities for many workers where traditional types of employment are a poor fit (Minifie, 2016). In addition, there are relatively low barriers to entry to commence work in the gig economy (Industrial Relations Victoria, 2020). Therefore, for workers that may have been resigned to long-term (structural) unemployment, the gig economy provides accessible employment opportunities and a means of raising their Affluence. These are the workers more likely to join the gig economy with a low Affluence level and experience a material uplift after commencing gig work.
2. Gig economy work is used by many to reduce income variability by ramping up gig economy work when primary income sources temporarily fall, or during periods of frictional unemployment (Minifie, 2016). So, the reduced Affluence group may have experienced a loss or reduction in primary income sources, for which joining the gig economy workforce is used (perhaps temporarily) to buffer the associated income shock.

Clearly, there are short-term economic benefits for many gig economy participants. However, the scope of thinking needs to extend to the longer term as it is ultimately important for workers to be financially secure now and into the future.

For workers that may have been resigned to long-term (structural) unemployment, the gig economy provides welcome opportunities.

4.5 Are gig workers set up for longer-term financial success?

4.5.1 What are the key financial risks to gig workers?

Although there are short-term economic benefits of gig economy work, workers are often challenged with a number of risks regarding financial security:

- ▶ Greater income variability from less predictable income patterns.
- ▶ Digital platforms are not required to pay superannuation contributions for workers.
- ▶ In some jurisdictions, digital platforms are not required to provide workers compensation insurance.

In addition, there are broader financial implications for gig workers, including:

- ▶ low insurance and income security levels for vulnerable population segments (The Senate - Parliament of Australia); and
- ▶ restricted access to credit due to lenders viewing gig workers as riskier loan applicants than more traditional borrowers (Onselen, 2017).

National survey research in 2019 (McDonald, Williams, Stewart, Oliver, & Mayes, 2019) indicated that 25.6% of gig workers consider their gig work earnings as an essential or important part of their overall income. These workers are fully exposed to the financial risks of gig economy work.

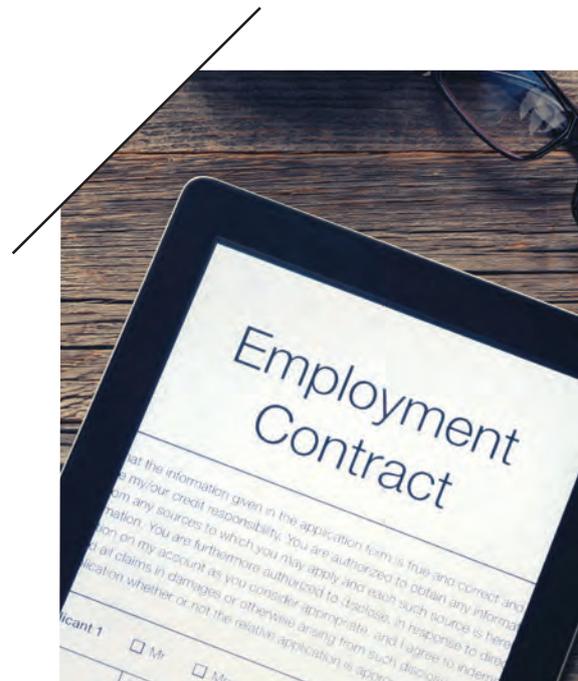
Other gig workers consider their gig work supplementary to their primary income (refer to section 2.3.1). Therefore, many of the financial risks will be (at least) partially covered by their engagement with a primary form of employment.

Nevertheless, as the gig economy continues to grow and evolve, it is important to have a system in place that covers all gig workers, ensuring the benefits of gig economy work do not come at the cost of financial security. To that end, in section 4.5.2 and 4.5.3, we analyse and discuss 'insurance coverage' and 'superannuation' as financial risks directly associated with the key gig worker vulnerabilities of:

1. Greater risk of income variability through lack of income security and insurance.
2. Dependence on government income protection schemes and the age pension upon retirement.

4.5.2 Gig workers are under-insured and therefore exposed to greater financial risk

Work in the gig economy is associated with greater income variability. The associated financial risks of greater income variability are enhanced by low levels of insurance that protect against income shocks from unexpected events (e.g. adverse health or injuries).



To understand the extent of this financial risk, we analysed the insurance coverage of gig workers by identifying insurance premium payments in Transaction Data¹⁵. Insurance types included in this analysis are:

- ▶ Home and Motor insurance
- ▶ Private Health insurance
- ▶ Life insurance

As a benchmark, we compare gig worker insurance coverage levels to an age-adjusted cohort, whereby the benchmark cohort has an equivalent age profile as the gig worker sample.

From the analysis, we find that gig workers have lower insurance coverage relative to the age-adjusted cohort for health insurance and life insurance (figure 4.3). Specifically, the results show:

- ▶ **Home and motor insurance:** overall, gig workers have higher levels of home and motor insurance, a result reflecting the presence of private transport drivers (such as Uber workers) who are required to have a minimum level of car insurance to qualify as a driver (Uber, 2020).
- ▶ **Private health insurance:** gig workers are 14% less likely to be covered.
- ▶ **Life insurance:** gig workers are 30% less likely to be covered.

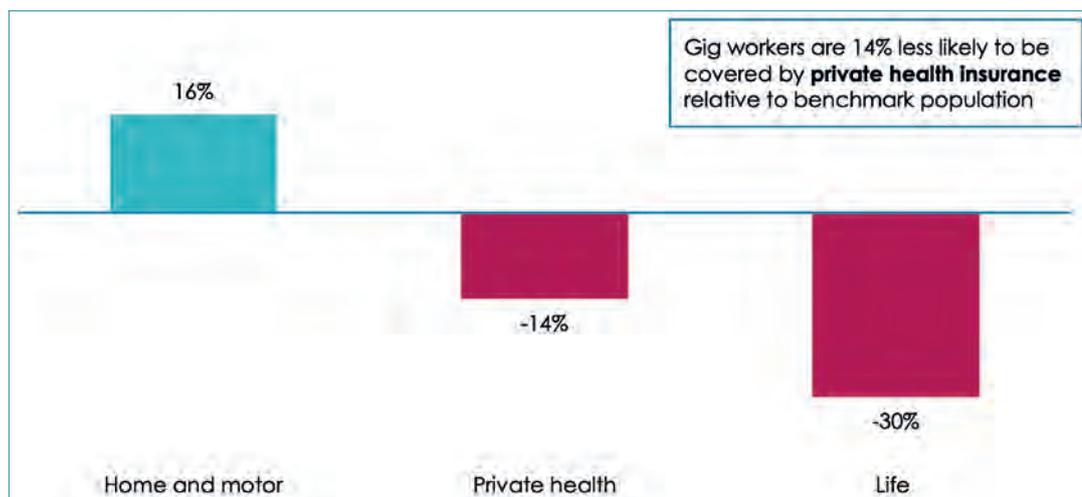
For private health and life insurance, these findings indicate that gig workers are under-insured relative to a comparable age-adjusted cohort and may therefore expose them to greater financially risk.

Despite having higher levels of home and motor insurance coverage, many private transport drivers of the gig economy may remain under-insured if they only have the minimum required CTP and third party property insurance (Uber, 2020). Unfortunately, we cannot identify an individual's level of insurance within the home and motor insurance category using the Transaction Data.

15 Insurance coverage is defined as the proportion of the gig worker sample that is covered by a particular insurance type; Refer to 'Methods' in section 7 for gig worker sample specifications

16 Insurance coverage relative to benchmark calculated as: 'proportion of gig workers transacting with insurance type' divided by 'proportion of benchmark population transacting with insurance type'

Figure 4.3: Gig worker insurance coverage relative to age-adjusted cohort (benchmark)¹⁶



Source: Quantum transactional data

An important caveat to the life insurance coverage finding is that life insurance is linked to superannuation for many. Therefore, workers who have a primary income source outside of gig work may have life insurance paid through the

employer-paid superannuation arrangements. In any event, life insurance coverage via direct premium payments to life insurers is lower in the gig worker cohort which may still suggest lower engagement with life insurance.

4.5.3 *Gig workers are not proactively saving for their retirement*

Digital platforms are not required to provide employer-paid superannuation contributions to gig workers. Consequently, a widely acknowledged risk is that gig workers will not independently contribute sufficiently to their retirement savings.

The ongoing concern is if the prevalence of gig economy work continues to rise under existing labour force regulations, there will be an increase in the proportion of persons with little to no superannuation savings on retirement. This would put further strain on the government-funded age pension scheme.

If gig workers were proactively saving a proportion of their gig economy earnings for their retirement, they would make personal contributions to their superannuation fund.

Using Transaction Data11, we can measure the extent to which gig workers make personal superannuation contributions. We find that very few gig workers proactively contribute to their superannuation, with less than 1.5% of workers making personal superannuation contributions.

Furthermore, we find that when gig workers do make personal superannuation contributions, the amount contributed is minimal. The average personal contribution by a gig worker was between \$500-\$900 per annum, while a minimum wage employee would accumulate approximately \$3,700 in employer-contributed superannuation per annum¹⁴.

However, it is important to acknowledge the secondary nature of gig work to many. For those whose gig work is supplementary to another income source, they are likely earning employer-paid superannuation through another channel. Unfortunately, a limitation of the Transaction Data is that we cannot segment gig workers between those solely employed in the gig economy and workers who have another (primary) form of employment. Nevertheless, our results show that workers' time spent engaged in the gig economy is not being accompanied by a commensurate (if any) contribution to their retirement savings.

To understand potential disparities in longer term personal superannuation savings caused by a period of gig economy participation, we have run a simulation to estimate and compare the superannuation balance of three worker types:

1. Minimum wage employee from workforce entry until retirement.
2. Gig worker for five years at workforce entry, then minimum wage employee.
3. Gig worker for 10 years at workforce entry, then minimum wage employee.

In the simulation we have assumed that during the period where the worker participates in the gig economy, there are no personal contributions to superannuation or employer-paid contributions from other employment.



If gig economy work continues to rise under existing labour force regulations, there will be more workers with little to no superannuation savings on retirement.

This assumption is reasonable for a gig worker who does not participate in other forms of employment since the Transaction Data analysis found that less than 1.5% of gig workers make personal superannuation contributions.

The results of the simulation are reported in Table 4.1 and visualised in Figure 4.4.

Table 4.1: Superannuation balance at retirement simulation

	Minimum wage employee	Gig worker – five years	Gig worker – 10 years
Simulated superannuation balance at retirement¹⁷	\$320,000	\$272,000	\$228,000
Difference relative to minimum wage employee	-	-\$48,000	-\$92,000

The simulation gives an indication of the potential longer-term disparity in personal superannuation savings at retirement caused by a period in the gig economy. Specifically, the simulation shows that workers who spend five to 10 years of their productive labour years participating in the gig economy may be between \$48,000 or \$92,000 worse-off in superannuation savings at retirement (table 4.1). Thus, gig workers who are not supplementing their retirement savings through employer-paid contributions from another job are likely to have greater dependence on the government-funded age pension to top-up their retirement income.

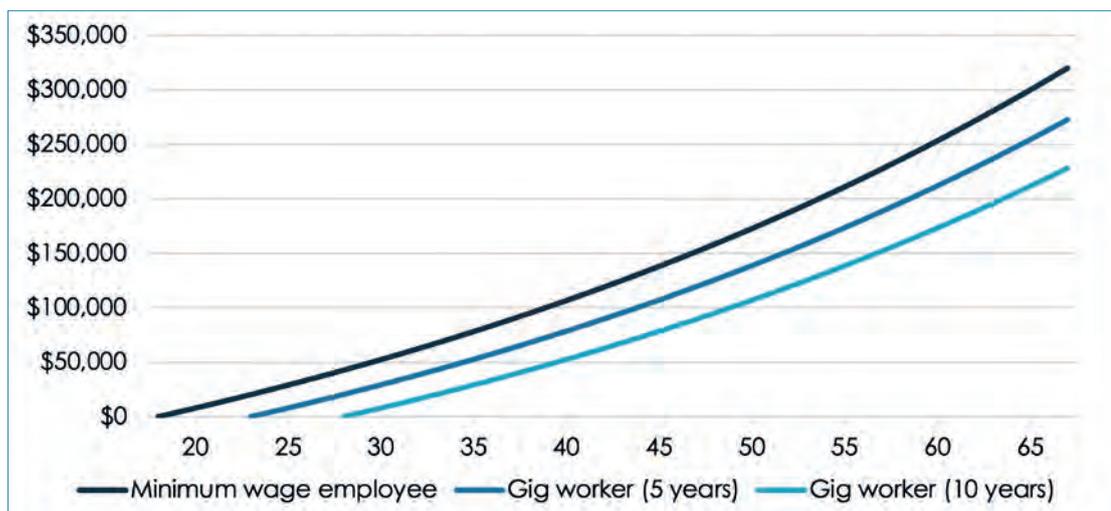
National Survey research in 2019 (McDonald, Williams, Stewart, Oliver, & Mayes, 2019) identified specific worker cohorts - private transport and meal delivery gig workers - who are more likely to be solely engaged in gig work, making these workers a key superannuation risk.

However, the counterfactual is important to acknowledge here. For some gig workers, the alternative to gig economy work may be under-employment or unemployment, in which case their gig economy time is not replaced with a job that will earn them employer-paid superannuation.

17 Estimated using [Australian government superannuation calculator](#) with assumptions:

- 'Minimum wage employee' annual contribution is 9.5% of annualised \$753.80 weekly minimum wage (Fair Work Ombudsman, Minimum wages, 2020)
- Contributions made annually between ages of 18-67,
- Other base assumptions left on default setting (e.g. investment return and fees)

Figure 4.4: Superannuation balance simulation for gig workers¹⁴



COVID-19 and the gig economy

5

5.1 The COVID-19 pandemic has forced consumers and businesses to change the way they interact

The COVID-19 pandemic and associated lockdowns across Australia fundamentally changed the way consumers and businesses could safely interact. As a result, there was widespread disruption to economic activity.

During that period, the gig economy has proved valuable to many businesses, particularly restaurants and cafes, to quickly pivot their offerings onto digital platforms (Gillezeau, 2020). This has given businesses the opportunity to continue trading through the digital platforms and soften the impact on revenue and employment during the pandemic.

Given the recency of the pandemic at the time of writing, there was little understanding of how the gig economy and associated sectors have been impacted since the onset of the COVID-19 pandemic. In this section, we answer the following important questions:

1. How has economic activity in the gig economy been impacted by the COVID-19 pandemic to October 2020?
2. How have sectors within the gig economy been impacted?

We have used Transaction Data to measure the impact of the COVID-19 period on economic activity in the gig economy, as well as the overall 'Private Transport' and 'Meal Delivery' sectors. The definition of the gig economy is as specified in section 2.4.1. The definition of the 'Private Transport' and 'Meal Delivery' sectors are as specified in section 3.2.1 and 3.3.1 respectively¹⁸.

5.2 Economic activity in the meal delivery sector surged to October 2020, up more than 100% compared to pre COVID-19 period

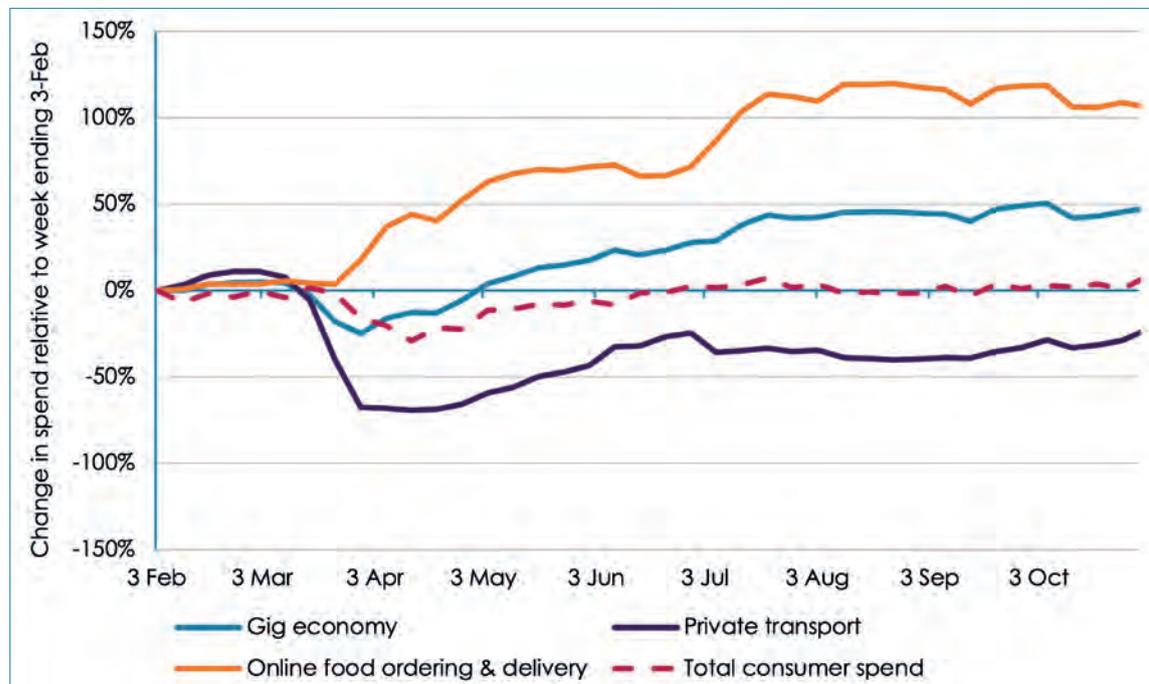
At time of writing, the COVID-19 pandemic was still very much underway, and any observations here should thus be interpreted accordingly. Nevertheless, the pandemic appears to have brought about significant shifts in the shape of the gig economy. Overall consumer demand in the gig economy was negatively impacted during the initial COVID-19 lockdown period between March and April 2020 (figure 5.1). This was largely driven by a sharp decline in private transport, where the overall sector was down by 70% in early April 2020.



¹⁸ The 'Transaction Data' analysis for 'Private Transport' and 'Meal Delivery' sectors includes consumer spend from both gig economy providers and traditional (non-gig) providers

The gig economy has since recovered, attracting higher levels of weekly spend since the beginning of May 2020. Furthermore, by the end of October 2020 weekly spend growth in the gig economy comfortably outstripped growth in total consumer spend by approximately 40%.

Figure 5.1: Consumer spend growth during the 2020 COVID-19 period to October 2020¹⁹



Source: Quantum transactional data. Weekly spend growth is indexed to week ending 3-Feb-2020

However, sectors within the gig economy had very different growth experiences, including during the period when Victoria entered the second round of lockdowns in July 2020:

- ▶ **Private transport** recovered slowly after a steep decline in consumer spend. Weekly consumer spend was more than 20% lower than pre COVID-19 lockdown levels by the end of October 2020.
- ▶ **Meal delivery** surged since late March 2020, with weekly consumer spend 70% higher than pre COVID-19 lockdown levels in June 2020. The second round of lockdowns in Victoria caused meal delivery spend to rise even higher, up more than 100% since mid-July 2020 compared to the pre COVID-19 lockdown period.

The gig economy meal delivery services helped address a key need during the pandemic.

The high growth in meal delivery services of the gig economy reflect its success in addressing a key need during the pandemic for customers and workers of restaurants and cafes to safely interact. Digital platforms have also enabled quick onboarding of restaurants and cafes so they could quickly pivot to meal delivery when lockdown was initiated (Page, 2020). As a result, the gig economy has supported ongoing trade and employment in this sector.

¹⁹ Analysis based on electronic consumer spend

Conclusion

6

The rise of the gig economy in Australia has brought both opportunities and risks to existing sectors and to the workers who participate in the gig economy. Given the rapid growth of gig economy, it is important that these opportunities and risks are better understood so we ensure gig workers, and the workers impacted by the gig economy, are adequately supported.

In this paper, we identified impacts to existing sectors from gig economy entrants as well as impacts to workers participating in the gig economy. The Private Transport and Meal Delivery sectors have experienced strong growth driven by the gig economy, at the expense of some cannibalisation of traditional providers. A large proportion of gig workers experience a short-term boost in Affluence (i.e. purchasing power) after entering the gig economy, however minimal superannuation contributions and lower insurance coverage highlight longer-term financial risks and greater likelihood of dependency on public safety nets.

By better understanding the ongoing opportunities and risks to the Australian workforce and the consequences for government-funded social schemes (e.g. the age pension), policy implications can be informed to better protect workers most at risk.

However, to identify targeted and relevant policy implications, there is a need for further research, particularly as the gig economy continues to evolve under the influence of the COVID-19 pandemic. Further research will provide a deeper understanding of gig economy workers based on their distinct risks and needs for support. The ultimate goal of policy implications is to inform changes to policy that ensure the Australian workforce is adequately supported, whilst not reducing the benefits of economic activity that the gig economy brings.

The gig economy in Australia has brought both new opportunities and new risks to existing market sectors.



Methods

7

Quantum transaction data ('Transaction Data')

The Transaction Data contains a fully de-identified and privacy compliant sample of electronic bank transactions for more than three million individuals in Australia over five years.

Private transport	Meal delivery	Task based
Bolt	Deliveroo	99designs
DiDi	Delivery Hero	Airtasker
Go Buggy	DoorDash	Careseekers
Ola	Easi	Dribbble
Shebah	Eat Now Services	Fiverr
Shofer	Menulog	Freelancer.com
Taxify	Supptime	Guru
Uber	TuckerFox	Helping
	Uber Eats	hipages
		Hireup
		Mable
		Mad Paws
		oDesk
		Oneflare
		Pawshake
		PeoplePerHour
		Sherpa
		Sidekicker
		TaskRabbit
		Toptal
		Tribe Group
		Upwork
		Zoom2U

The transactions are weighted to remove skews relative to total population and generate nationally representative insights. All outputs from Transaction Data in dollar format (e.g. gig economy market size) are reported in Australian dollars (AUD).

For this paper, the Transaction Data has been analysed at a customer segment level (e.g. population aged 25-34), category level (e.g. Gig Economy brands, Private Transport sector, Meal Delivery sector) and over periods of time (e.g. by calendar year, by week during 2020).

Gig economy Transaction Data definition

The analytical definition of the gig economy includes consumer spend in Australia for digital platforms (brands) in the adjacent table (left).

The sample data was sourced from more than three million people and from a five year period.

All consumer spend analysis using the gig economy analytical definition includes electronic spend only (no adjustment for cash adjustment).

Private transport and meal delivery Transaction Data definitions

The analytical definition of the 'Private Transport' and 'Meal Delivery' includes consumer spend in Australia for gig economy providers and traditional providers in the table below.

	Private transport	Meal delivery
Gig economy providers (digital platforms)	Bolt	Deliveroo
	DiDi	Delivery Hero
	Go Buggy	DoorDash
	Ola	EASI
	Shebah	Eat Now Services
	Shofer	Menulog
	Taxify	Supertime
	Uber	TuckerFox
		Uber Eats
Traditional providers (non-gig economy)	Taxi and Limousine services	Online food orders from fast food chains and restaurants

Notes on the analytical definition for traditional providers:

- ▶ Consumer spend for 'Taxi and Limousine services' includes adjustments for cash usage (since there is significant cash usage in 'Taxi and Limousine services').
- ▶ Consumer spend for 'Online food orders from fast food chains and restaurants' includes electronic spend only (no adjustment for cash adjustment).

Gig worker Transaction Data sample specifications

Using 'Transaction Data', we have identified a sample of gig economy workers at the point in time they join the gig economy.

The sample size is 8,008 gig economy workers. These workers are identified as engaging in gig economy work in 2018 or 2019 with at least one of the following digital platforms:

- ▶ Didi
- ▶ Freelancer.com
- ▶ Ola
- ▶ Uber
- ▶ Uber Eats

The above five digital platforms were the only digital platforms where workers could be identified using the Transaction Data. The implication is that insights from the analysis of the gig worker sample in 'Transaction Data' is based on the aggregated workforce of these five digital platforms.



Gig worker Transaction Data 'Affluence' specifications

The 'Affluence' score from 'Transaction Data' is a proxy of an individual's purchasing power. Affluence is scored at an individual level by analysing 12 months of prior transactional behaviour, including the purchasing mix between discretionary and non-discretionary (electronic) transactions, as well as analysing the relative price-point of brands transacted within a category.

There are five Affluence bands (one to five) that individuals are segmented into. The bands are ordered by the level of Affluence. The purchasing behaviour of 'Affluence band 1' individuals indicate they are the lowest Affluence population segment (higher concentration of non-discretionary spend and budget brands). While the purchasing behaviour of 'Affluence band five' individuals indicates they are the highest Affluence population segment (higher concentration of discretionary spend and premium brands).

Gig economy worker's Affluence is scored at the point of time they entered the gig economy workforce and six months after they join the gig economy workforce.



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MENULOG RESTAURANT AGREEMENT

Thank you for choosing Menulog.

These terms (“**Agreement**”) describe the rights and responsibilities of both Menulog and our Restaurant Partners and govern how we will deal with each other.

This Agreement is between you and Menulog Pty Ltd (ACN 120 943 615) of Level 23, 227 Elizabeth Street, Sydney NSW 2000 (“**Menulog**”, “**us**”, or “**we**”). The term “**Restaurant Partner**” or “**you**” means you individually or the entity you represent in accepting this Agreement.

This Agreement is comprised of:

- 1. Section 1 (**Commercial Terms**);
- 2. Section 2 (**Definitions**); and
- 3. Section 3 (**General Terms**);

which apply to all Restaurant Partners.

- 4. Section 4 (**Self Delivery and Pick Up**) which apply when you deliver to customers or they pick up their orders from you; and
- 5. Section 5 (**Delivery**) which apply when you require us to procure delivery services.

EXECUTION

You represent and warrant that you have read and understand this Agreement; and you agree to this Agreement personally or on behalf of the entity that you represent.

If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or other entity to this Agreement.

By Clicking ‘I agree’ or otherwise signing this agreement, either physically or electronically, you or the entity you are authorised to represent will be bound by these terms.

You confirm that the entity entering into this Agreement is:

.....(ABN) t/asof(address) .

<p>Signed for and on behalf of the above named entity:</p> <p>Signature: _____</p>
--

SECTION 1. COMMERCIAL TERMS

Termination	The Agreement may be terminated by you at any time by giving 30 days' notice in writing to us, or it may be terminated by you or us in accordance with the other provisions of Clause 10.
Contact Person	Redacted
Fees and Charges	Redacted

SECTION 2. DEFINITIONS

Unless otherwise defined in the Agreement, capitalised terms shall have the following meanings:

Affiliate	means: (i) in the case of a Restaurant Partner, any relative, spouse, subsidiary, holding company, ultimate holding company or sister company of the Restaurant Partner; and (ii) in the case of Menulog, a person who is, from time to time, a subsidiary or holding company of Menulog, or is a subsidiary of Menulog's (direct or indirect) holding company, or is a party in which Menulog's (direct or indirect) holding company owns 30% or more of the paid up share capital or controls 30% or more of the voting rights.
Business Day	means a weekday that is not a public holiday in Sydney, NSW.
Card Order	means an Order that is not a Cash Order.
Cash Order	means an Order paid for by cash.
Chargeback	means a fee charged to us by a financial institution (Customer's card issuing bank or merchant acquirer) in relation to the reversal of a card transaction.
Customer	a person who has used an Order Channel to place an Order.
Data Protection Legislation	means the Privacy Act 1988 (Cth) and Privacy Regulation 2013 as may be amended from time to time, or any replacing legislation.
Delivery Partner	means an independent contractor selected by us to provide Delivery Services.
Delivery Services	means a service provided by a Delivery Partner to collect and deliver the Orders from your restaurant to a customer.
Force Majeure Event	means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or a third party), failure of a material utility service or transport network, act of God, war, riot, act of terrorism, civil commotion, malicious damage by a third party, compliance with any law or governmental order, rule, regulation or direction by a third party, material accident, breakdown of plant or machinery, fire, flood or storm.
Goods	means the dishes, menu items and products provided by your Restaurant.
Hold Fee	means the fees we charge you where you are late in providing the Goods to a Delivery Partner.
Menulog Order Channel	means any of the Menulog website (www.menulog.com.au and its affiliated websites), mobile applications and ordering platforms.
Order	means an order for Goods placed by a Customer on an Order Channel.
Order Channel	means any of the Menulog Order Channel or the Restaurant Order Channel.
Personal Information	has the same meaning as defined under <i>Privacy Act 1988</i> (Cth). Personal information includes an individual's first name, last name, email address, Order details, delivery address, phone number and online identifiers including IP address.
Premises	means the physical premises at which the Restaurant operates.
Product	means ordering devices and or any software, program or application provided which enables you to receive Orders in your restaurant.
Restaurant	means the restaurant from which food, drinks and other goods are prepared or served to Consumers pursuant to Orders.
Restaurant Information	means the information about your Restaurant and includes the information about

	your Goods, menu, address, opening hours, delivery radius and contact details, and may include a complete set of records to trace the supply chain of all Goods and services you provide.
Restaurant Order Channel	means any of the website, mobile applications and ordering platforms operated by you.
Statement	means a statement of amounts owed between the parties relating to the previous week (being Monday to Sunday inclusive).
Trademark	means the words "Menulog", "JUST EAT", the Colour Ray Logo, and any other trademarks and logos used by us or any Affiliates, separately and in combination (whether registered or not) and references to "our Trademark" are references to the Trademark.

SECTION 3. GENERAL TERMS

1. OUR OBLIGATIONS

1.1. Agency

- (a) We will act as your agent for the sale of food and other products (in this Agreement described as Goods) by you to Customers who place Orders on an Order Channel.
- (b) You authorise us to act as your agent to accept, receive, and hold Card Order payments on your behalf, and you authorise us to notify third parties (including Customers) that we are your authorised agent.

1.2. We will provide:

- (a) an order processing service which enables Customers to place Orders on an Order Channel for Goods to be supplied by you;
- (b) the Delivery Services as specified in Section 5 where we have agreed to procure Delivery Services provided by a Delivery Partner;
- (c) the Product to be installed at your restaurant to enable you to receive Orders made on an Order Channel; and
- (d) other services as may be agreed from time to time,
(together, the “**Services**”)

1.3. We will do the following:

- (a) manage, process and collect payment for all Card Orders made on the Menulog Order Channel;
- (b) manage and process any necessary refunds for Orders which are to be paid to Customers in accordance with our refund policy;
- (c) provide you with the Product;
- (d) provide reasonable training to enable you to use the Product;
- (e) provide you with access to a support hotline and provide technical support remotely when necessary; and
- (e) replace or repair any Product as Menulog deems necessary.

1.4. We will charge you the Fees that are specified in Section 1.

2. MARKETING

2.1. In order to promote your restaurant, we will use your name, logo and other intellectual property for the purpose of marketing activities during and after the term of this Agreement. Specifically, we will:

- (a) unless you advise us otherwise, engage in search engine optimisation and search engine marketing to promote your restaurant on the Menulog Order Channel using your brand name or other keywords relating to your restaurant, and display your brand name or menu in search results (including on online maps) or by adding links to the Menulog Order Channel in search engine results for your brand;
- (b) with your approval create and promote a website using your brand, menu and logo, and with a domain name using your brand. We will own that domain name during the term of this agreement and ensure it is always hosted and displayed to the public. At any time you may contact us to request that we transfer ownership of this domain name to you or your nominee and we will do so within 5 Business Days of receiving your request;
- (c) link the website we create to the Menulog Order Channel to enable customers to place Orders;
- (d) we may include your Restaurant in promotional activity through several marketing channels- physical and digital and will use your approved logo in these activities; and
- (e) we will provide you with various marketing collateral and guidelines on how you may use this

collateral to promote your business and your association with us.

3. REVIEWS

We may display on the Menulog Order Channels ratings and comments ("**Reviews**") provided by Customers regarding the Restaurant or an Order. We have no responsibility or liability to you for any Reviews, and we are not able to remove or edit any Reviews unless the reviews are defamatory or objectionable. We will only do so only in accordance with applicable legislation. You will not yourself post, cause or allow any other party to post any Reviews about your own Restaurant that are misleading, deceptive, fraudulent or which otherwise breach any guidelines for Reviews published by you.

4. YOUR OBLIGATIONS

Obligations to Menulog

- 4.1. You must supply Restaurant Information that we request, and you must ensure that the Restaurant Information is always accurate and kept up to date. The Restaurant Information will be displayed to Customers (and reproduced verbatim) on the Menulog Order Channel and/or search engines (eg Google) for the purposes of marketing activities.
- 4.2. You must promptly provide us with accurate and complete details of any allergens in your food in accordance with applicable laws and standards. We may also require you to provide further information including the ingredient list for each menu item. We will include the allergen information verbatim on the Menulog Order Channel. We do not undertake to check and are not liable for checking this information on your behalf.
- 4.3. If you sell alcohol products, you must provide to us your liquor licence details and the volume and 'alcohol by volume' (ABV) of each alcohol product available on the Menulog Order Channel.
- 4.4. You must keep us informed of your opening hours, and in the case of sales of alcohol products, any licensing restrictions on the hours during which alcohol can be sold.
- 4.5. If a Customer complains to us about an Order or your delivery and we give you details of the complaint you must respond to the Customer as soon as possible and act reasonably and cooperate with us to reach a prompt resolution.
- 4.6. Where we have incurred costs as a result of a complaint about your Goods, services or conduct (including where you have rejected an Order), you will be obliged to reimburse us for those costs.
- 4.7. You must keep the Product in good working condition and return any physical device to us at the end of this Agreement. If it is not returned, or if it is damaged, we may charge you for the reasonable costs of repairing or replacing it.
- 4.8. The Product software always remains our property, or that of our licensors. You are authorised to use this software in accordance with any end-user licence which we give you notice of from time to time. You must not reverse engineer, decompile, disassemble, reproduce or otherwise misuse the Product software.
- 4.9. If the Product contains a SIM card, you must ensure that it is only used in connection with this Agreement. We may invoice you for any costs incurred by us which we believe result from the SIM card being used for any other reason.
- 4.10. During the term of this Agreement, you must not do or say anything derogatory that might bring us into disrepute or adversely affect our reputation.

Obligations to Customers

- 4.11. You will prepare the Goods ordered by Customers on the Premises and with all reasonable care and skill.
- 4.12. You must fulfil an Order placed by a Customer in accordance with the Order details. If you do not prepare and deliver (where you are responsible for the delivery) an Order you receive within a reasonable timeframe, we may take any reasonable action we see fit (including requiring you to refund the Customer for any amount received by us from them).

- 4.13. You must use your best efforts to be available to accept, and in fact accept, all Orders received from us during your opening hours. If you are unable to fulfil Orders, you must change your status to 'offline' so Customers cannot place Orders. If you cannot fulfil an Order, you must advise us as soon as possible so that we can inform the Customer. Non-compliance with Clauses 4.11 or 4.12 may lead to suspension of the provision of Services by Menulog.
- 4.14. If you reject an Order we may charge you the Rejected Order Fee specified in Section 1.
- 4.15. You must provide the Customer with a receipt (and a tax invoice, if applicable) in respect of an Order, if you are asked to do so.

Your Price Promise

- 4.16. At all times you set the prices, discounts and special offers available to Customers for your Goods on the Menulog Order Channel ("**Customer Pricing**"). The Customer Pricing set by you and supplied to us must be equal to or better than the Customer Pricing you set on any websites, applications or platforms that are the same or similar to Menulog. You must ensure that details of all prices, discounts and special offers offered on such websites, applications or platforms are promptly supplied to us so that where we reasonably can, we can offer them to Customers on the Menulog Order Channel.
- 4.17. You must comply with, and ensure your employees', agents' and contractors' compliance with, your obligations.
- 4.18. You must follow any reasonable instructions we give you in relation to the performance of your obligations, including the use of the Product.

5. PAYMENTS FROM CUSTOMERS

Fees & Invoicing

- 5.1. Where we receive payment from Customers for Card Orders, the payment received (the Gross Order Value) less the Fees charged by us, will be held on your behalf until payable to you in accordance with Clause 5.4 below.
- 5.2. You will receive the payment from Customers who pay by cash. Cash payments cannot be accepted where we procure the Delivery Service.

Redacted

Redacted

6. CONFIDENTIAL INFORMATION

Redacted

7. INTELLECTUAL PROPERTY

Redacted

Redacted

8. LIABILITY & INSURANCE

Redacted

9. PROTECTION OF PERSONAL INFORMATION

Redacted

10. SUSPENSION AND TERMINATION

Redacted

Redacted

11. YOUR AUTHORITY & CHANGES TO RESTAURANT PROPRIETORSHIP

Redacted

12. CONSENTS & COMPLIANCE WITH LAWS

Redacted

13. RECORDS

Redacted

14. ASSIGNMENT & SUB-CONTRACTING

Redacted

Redacted

15. FORCE MAJEURE

Redacted

16. WAIVER, VARIATION & THIRD-PARTY RIGHTS

Redacted

17. ENTIRE AGREEMENT

Redacted

18. NOTICES

Redacted

19. GENERAL

Redacted

20. EXECUTION

Redacted

21. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

Redacted

SECTION 4. SELF-DELIVERY AND PICK UP**1. APPLICATION**

This Section 4 applies where you will arrange delivery yourself or the Customer picks up Orders from your Restaurant.

2. RESTAURANT GENERAL OBLIGATIONS

You are solely responsible for the delivery or arranging the pick-up of the ordered Goods. You must:

- 2.1. check each order to ensure it is accurate and complete and contains all the goods ordered;
- 2.2. check each Order to ensure it is accurate and complete and contains all the Goods ordered;
- 2.3. use packaging which is suitable for delivery and (where possible) sealed to avoid tampering;
- 2.4. not use any marketing materials containing logos/branding of our competitors in connection with fulfilling any Orders;
- 2.5. use best efforts to establish that the person receiving the Order is authorised to receive it (for example, for Card Orders, by checking that the credit or debit card of the person receiving the Order is the same as the receipt data for the Order on pick up or delivery); and
- 2.6. where the Order contains alcohol, tobacco or other smoking products, or any other age-restricted goods, you acknowledge that you are solely responsible for ensuring that the Customer is over the relevant legal age for the purchase of any age-restricted goods. It is illegal to sell alcohol, tobacco or other smoking products to a person under the age of 18, and proof of age ID should be requested if anyone appears to be under 25 years old.
- 2.7. you will use commercially reasonable efforts to deliver the Order from the Premises to the Customer's delivery address in a timely manner; and
- 2.8. you will notify us of the delivery fee and any minimum order value so we can reproduce the information on the Menulog Order Channel. You must not charge any additional fees to the Customer.

SECTION 5. DELIVERY

1. APPLICATION

This Section 5 applies where we have agreed to procure Delivery to be provided by a Delivery Partner.

2. MENULOG RIGHTS AND OBLIGATIONS

In procuring Delivery Services, we:

- 2.1. will use commercially reasonable efforts to have the Order delivered to the Customer;
- 2.2. may charge each Customer a fee on a per Order basis for Delivery (which we may vary from time to time);
- 2.3. will transmit details of the Order requiring Delivery to a Delivery Partner;
- 2.4. reserve the right to set a minimum Order value before any Orders using our Delivery Services are processed and accepted;
- 2.5. may recharge you the relevant Commission Fee if the Delivery Partner is required to make multiple delivery attempts due to your failure to include the correct items in the Order; and
- 2.6. may suspend or cease to provide Delivery Services on reasonable notice if i) you frequently incur Hold Fees; and/or ii) you do not comply with any reasonable rules or guidelines relating to Orders for delivery which we may give you notice of from time to time.

3. RESTAURANT OBLIGATIONS

Where we are procuring Delivery Services, you must:

- 3.1. prepare the Goods which have been requested in the Order so they are ready for collection by the Delivery Partner at the agreed pick-up time. Where you are late in providing the Goods to the Delivery Partner, we may charge you the Hold Fee;
- 3.2. use packaging which is suitable for delivery and (where possible) sealed to avoid tampering;
- 3.3. check each Order to ensure it is accurate, complete and contains all the Goods ordered; and
- 3.4. ensure the Order number you hold corresponds with the Order number presented by the Delivery Partner.

4. CHARGES AND INVOICING

In respect of each Order picked up or delivered using Delivery Services, you must pay the relevant fees set out in Section 1 and any Hold Fees which may apply. This will be included in each Statement and is governed by Clause 5 of Section 3 of this Agreement.



[Home](#) [Privacy Policy and Terms of Use](#)

Terms of Use

MENULOG WEBSITE TERMS AND CONDITIONS

IMPORTANT LEGAL NOTICE

This page sets out the terms and conditions ("Website Terms") on which we, Menulog Pty Ltd (ACN 120 943 615) ("we", "us" or "Menulog"), provide our services through our website www.menulog.com.au and any Menulog mobile application through which you access our website or services (together, "Website"). Please read these Website Terms carefully before ordering any products through the Website, as your use of the Website and purchase of any products offered on the Website is subject to these Website Terms. By ordering products via the Website (whether now or in the future) or continuing to use the Website, you agree to be bound by these Website Terms.

We reserve the right to change these Website Terms from time to time by changing them on this page. We advise you to print a copy of these Website Terms for future reference. These Website Terms are only in the English language.

Use of your personal information submitted via the Website is governed by our [Privacy Policy](#).

For the avoidance of doubt, please note that references to "Website" in these Website Terms include any current or future version of our website www.menulog.com.au and any Menulog mobile application through which you access our website or services, in each case whether accessed through any current or future platform or device (including without limitation any mobile website, mobile application, affiliate website or related website for accessing our website or services that may be developed from time to time).

By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any products through the Website.

I. TERMS AND CONDITIONS OF USE AND SALE

1. INTRODUCTION AND OUR ROLE

1.1. Company details: Menulog Pty Ltd (ACN 120 943 615) is a company registered in

New South Wales, Australia at Level 34 & 35, Tower 3, 300 Barangaroo Avenue,
Barangaroo 2000

1.2. Service: We provide a way for you to communicate your orders ("Orders") for products ("Products") to delivery or takeaway restaurants ("Restaurants") displayed on the Website (the "Service").

2. WEBSITE ACCESS AND TERMS

2.1. Website access: You may access some areas of the Website without making an Order or registering your details with us. Most areas of the Website are open to everyone.

When you use the Website or register an account, you will provide us with personal information such as your name, email address, telephone number, credit or debit card information and address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our [Privacy Policy](#).

If you choose to register an account or when you place your first order, we will provide you with a user name and you will select a password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.

2.2. Acceptance of terms: By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any Products through the Website.

2.3. Revision of terms: We may revise these Website Terms at any time. You should check the Website regularly to review the current Website Terms, because they are binding on you. You will be subject to the terms and conditions in force at the time that you place an Order through us.

2.4. Responsibility: You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Website Terms and that they comply with them.

3. YOUR STATUS

3.1. Capacity and age: By placing an Order through the Website, you warrant that:

3.1.1. You are legally capable of entering into binding contracts; and

3.1.2. You are at least 18 years old.

3.2. Alcohol and cigarettes: Furthermore, you acknowledge and agree that:

3.2.1. it is an offence for any person under the age of 18 to buy, or attempt to buy, intoxicating liquor, or for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18;

3.2.2. Cigarettes are not for sale to persons under the age of 18; and

3.2.3. Orders containing either alcohol or cigarettes can therefore not be accepted from or on behalf of persons under the age of 18. In the event that you place an order for alcohol or tobacco products, you will be required by the restaurant to show ID on delivery. For the avoidance of doubt, if your Order includes alcohol or tobacco, the Restaurant is providing you with these and Menulog is not selling alcohol or tobacco to you. Menulog supports the Responsible Service of Alcohol.

4. HOW TO MAKE AN ORDER AND HOW IT IS PROCESSED

4.1. Compiling your Order: Once you select the Products you wish to order from the menu of your chosen Restaurant and provide other required information, you will be given the opportunity to submit your Order by clicking or selecting the "proceed", "place my order", "checkout" or similar button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so we will process your Order and errors cannot be corrected. Where you have not logged in or created an account previously, then you may have the option to continue with your Order as a guest. By electing to complete your Order as a guest, you are agreeing that Menulog will create a temporary Menulog guest account for you which will, unless otherwise stated in these Website Terms, be accessible only (a) from the device which you use to place the Order; and (b) for a period of up to twenty-four months following the date of the Order. Your access to your temporary guest account will expire on the "Expiry Date" which shall be the earlier of (i) the date falling one year after the date on which you last accessed the temporary guest account; (ii) the date falling twenty-four months after the date on which the temporary guest account was created; and (iii) the date on which you logout of your temporary guest account, or clear the cache on the device which you used when the temporary guest account was created.

4.2. Minimum Order Amount: If a Restaurant has a minimum order amount in place, you may not place an order with that Restaurant until the value of your Order exceeds that amount. The minimum order amount must be met after applying any discounts or specials that reduce the total Order amount.

4.3. Amending or cancelling your Order: Once you submit your Order and your payment has been authorised, you will not be entitled to change or cancel your Order online (please refer to paragraph 4.4 for details of the process relating to rejected Orders). If you wish to change or cancel your Order, you may contact the Restaurant

directly or our Customer Care team as described in paragraph 6.3 and they will attempt to contact the Restaurant in order to communicate your requests. However, there is no guarantee that we will be able to reach the Restaurant or that the Restaurant will agree to your requests as they may have already started to process your Order.

4.4. Payment authorisation: Where any payment you make is not authorised, your Order will not be processed by or communicated to the relevant Restaurant.

4.5. Processing your Order and Restaurant rejections: On receipt of your Order, we will begin processing it by sending it to the relevant Restaurant and will notify you by email that your Order has been received and is being processed. Any confirmation page that you may see on the Website and any Order confirmation e-mail that you may receive each merely indicate that your Order has been received and is being processed by us, and does not necessarily mean that your Order has been accepted by the Restaurant. Restaurants have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason. We encourage all our Restaurants to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Restaurant rejects your Order. When a Restaurant confirms receipt of the order and expected collection or delivery time, we will send you an SMS confirmation (provided that you have given us your mobile telephone number).

4.6. Delivery of your Order: Estimated times for deliveries and collections are provided by the Restaurants and are only estimates. Neither we nor the Restaurants guarantee that Orders will be delivered or will be available for collection within the estimated times. All food preparation and deliveries are the sole responsibility of the Restaurant accepting the Order. To the extent permitted by law, including the Australian Consumer Law, Menulog accepts no liability associated with food preparation or delivery by the Restaurant accepting the order.

5. PRICE AND PAYMENT

5.1. Taxes and delivery costs: Prices for individual menu items will be as quoted on the Website in Australian dollars. These prices include any applicable taxes but may exclude delivery costs (if you opt for delivery instead of collection) and any online payment administration charge imposed by the Restaurant (if you pay for your Order online). These will be added to the total amount due where applicable.

5.2. Incorrect pricing: This Website contains a large number of menus and it is possible that some of the menus may include incorrect prices. The products will be sold for the displayed price even if the correct price for an Order is higher than the price stated on the Website.

5.3. Payment methods: Payment for Orders must be made by an accepted credit or

debit card through the Website or in cash to the Restaurant at the point of delivery to you.

5.4. Card payments: If you pay by credit or debit card, you may be required to show the card to the Restaurant at the time of delivery as proof of identification and so that they can check that the card conforms with the receipt data for the Order. Please note that from time to time there may be delays with the processing of card payments and transactions; this may result in delays in sums being deducted from your bank account or charged to your credit or debit card.

5.5. Credit and discount vouchers: A credit or discount may apply to your Order if you use a promotional voucher or code recognised by the Website and endorsed by Menulog, and you pay for any balance by credit or debit card. Please refer to our Voucher Terms & Conditions for the full terms and conditions applicable to the use of credit and discount vouchers. Where you use the Website as a guest, any account credit which you accrue against your temporary guest account can only be redeemed for an Order placed via your temporary guest account and cannot be transferred for use on another account.

5.6. Rejected Orders: Once you have submitted an Order that you are paying for by credit or debit card and your payment has been authorised, you will be charged the full amount of your Order. If your Order is subsequently rejected by the Restaurant (as described in paragraph 4.4 above) or cancelled for any other reason, your bank or card issuer will refund the relevant amount. However, this may take between 3 to 5 working days (or longer, depending on your bank or card issuer). You acknowledge and agree that neither we nor the relevant Restaurant will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

6. CUSTOMER CARE

6.1. General: Customer care is extremely important to us. Subject to paragraphs 6.5 and 11, our Customer Care team will therefore try to assist you where possible if you have any problems with your Order. You can contact our Customer Care team by emailing us or by calling the telephone number shown under the "About us" link on the Website. Alternatively, you can access the list of frequently asked questions [FAQ](#).

6.2. Questions about your Order: If your Order is taking longer than expected or you have any other problems with your Order, in the first instance you should contact the Restaurant directly. Alternatively, you can contact our Customer Care Team as described above and one of our Customer Care Advisers will attempt to contact the Restaurant in order to follow up on your query.

6.3. Changing or cancelling your Order: If you wish to change or cancel your Order after it has been submitted and payment has been authorised, you may contact our Customer Care team as described above and they will attempt to contact the

Restaurant in order to communicate your requests. However, there is no guarantee that we will be able to reach the Restaurant or that the Restaurant will agree to your requests as they may have already started to process your Order.

6.4. Complaints or feedback: In the event that you would like to express your opinion on the quality of any Products or the service provided by a Restaurant, please consider providing feedback in the form of ratings, comments and reviews on the Website (together, "Reviews"). The Reviews are an important part of our quality control process.

6.5. Compensation: If you are dissatisfied with the quality of any Products or the service provided by a Restaurant and wish to seek a refund, a proportionate price reduction or any other compensation, you should contact the Restaurant directly to lodge your complaint and, where appropriate, follow the Restaurant's own complaint procedures. If you are unable to contact the Restaurant, or the Restaurant refuses to deal with your complaint, you can contact our Customer Care Team as described above within 48 hours of placing your Order and one of our Customer Care Advisers will attempt to contact the Restaurant in order to request compensation on your behalf. Please note that we have no control over Restaurants and the quality of the individual Products or service that they provide, and we not able to provide, and have no responsibility or liability for providing, any compensation to you on behalf of any Restaurant.

6.6 Healthy+: "Healthy+" accreditation is granted to menu items that use only healthy ingredients. Healthy+ menu items is based on information about those menu items supplied by Menulog partner restaurants. While every effort is made to ensure that menu items displaying the Healthy+ icon comply with the guidelines created by Dr Joanna McMillan in conjunction with Menulog, to the maximum amount permitted by applicable law, any liability or responsibility for the accuracy of information supplied by the partner restaurants is hereby excluded.

7. LICENCE

7.1. Terms of permitted use: You are permitted to use the Website and print and download extracts from the Website for your own personal non-commercial use on the following basis:

7.1.1. You must not misuse the Website (including by hacking or "scraping").

7.1.2. Unless otherwise stated, the copyright and other intellectual property rights in the Website and in material published on it (including without limitation photographs and graphical images) are owned by us or our licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Website Terms, any use of extracts from the Website other than in accordance with paragraph 7.1 is prohibited.

7.1.3. You must not modify the digital or paper copies of any materials that you print off in accordance with paragraph 7.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.

7.1.4. You must ensure that our status as the author of the material on the Website is always acknowledged.

7.1.5. You are not allowed to use any of the materials on the Website or the Website itself for commercial purposes without obtaining a licence from us to do so.

7.2. Limitation on use: Except as stated in paragraph 7.1, the Website may not be used, and no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without our prior written permission.

7.3. Reservation of rights: Any rights not expressly granted in these Website Terms are reserved.

8. SERVICE ACCESS

8.1. Website availability: While we try to ensure the Website is normally available twenty four (24) hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the Website is unavailable at any time or for any period.

8.2. Suspension of access: Access to the Website may be suspended temporarily at any time and without notice.

8.3. Information security: The transmission of information via the internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

9. VISITOR MATERIAL AND REVIEWS

9.1. General:

9.1.1. Other than personally identifiable information, which is covered under our [Privacy Policy](#), any material you post, upload or transmit or upload to the Website (including without limitation Reviews) ("Visitor Material") will be considered non-confidential and non-proprietary. By posting, uploading or transmitting any Visitor Material, you represent and warrant that you own or otherwise control all of the rights to such Visitor Material. You agree that we will have no obligations with respect to any Visitor Material, and that we and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use any Visitor Material and all data, images,

sounds, text and other things embodied in it for any and all commercial or non-commercial purposes.

9.1.2. You represent and warrant that any Visitor Material you post, upload or transmit does not and will not breach any of the restrictions in paragraphs 9.2 to 9.3 below.

9.2. Visitor Material Policy: You are prohibited from posting, uploading or transmitting to or from the Website any Visitor Material (including any Reviews) that:

9.2.1. breaches any applicable local, national or international law;

9.2.2. is unlawful or fraudulent;

9.2.3. amounts to unauthorised advertising; or

9.2.4. contains viruses or any other harmful programs.

9.3. Visitor Reviews Policy: In particular (but without limitation), any Reviews that you submit through the Website must not:

9.3.1. contain any defamatory, obscene or offensive material;

9.3.2. promote violence or discrimination;

9.3.3. infringe the intellectual property rights of another person;

9.3.4. breach any legal duty owed to a third party (such as a duty of confidence);

9.3.5. promote illegal activity or invade another's privacy;

9.3.6. give the impression that they originate from us; or

9.3.7. be used to impersonate another person or to misrepresent your affiliation with another person.

9.4. Removal of Reviews: The prohibited acts listed in paragraphs 9.2 and 9.3 above are non-exhaustive. We reserve the right (but do not undertake, except as required by law, any obligation) and have the sole discretion to remove or edit at any time any Reviews or other Visitor Material posted, uploaded or transmitted to the Website that we determine breaches a prohibition in paragraphs 9.2 or 9.3 above, is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any other reason. Notwithstanding the foregoing, Menulog will not remove or edit reviews where Menulog believes that doing so would be in breach of the Australian Consumer Law.

9.5. Use of Reviews: The Reviews and other Visitor Material contained on the Website

9.5. Use of Reviews: The Reviews and other visitor material contained on the website **MBB-3** are for information purposes only and do not constitute advice from us. Reviews and Visitor Material reflect the opinions of customers who have ordered through the Website or other third parties, and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest extent permitted by law, including the Australian Consumer Law we assume no responsibility or liability to any person for any Reviews or other Visitor Material, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.

9.6. Liability: You agree to indemnify us against any losses, damages and claims (and all related costs) incurred by or made against us by a Restaurant or any other third party arising out of or in connection with any Reviews or other Visitor Material that you provide in breach of any of the representations and warranties, agreements or restrictions set forth in this paragraph 9.

9.7. Disclosure to authorities and courts: You acknowledge that we will fully co-operate with any competent authority requesting or directing us to disclose the identity or location of anyone posting any Reviews or other Visitor Material in breach of paragraph 9.2 or 9.3 or any other applicable restriction and you release us to the fullest extent permitted by law from all liability in relation to such disclosure.

10. LINKS TO AND FROM OTHER WEBSITES

10.1. Third party websites: Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed and do not control any of these third party websites (and are not responsible for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

10.2. Linking permission: You may link to the Website's homepage (www.menulog.com.au), provided that:

10.2.1. you do so in a fair and legal way which does not damage or take advantage of our reputation;

10.2.2. you do not establish a link from a website that is not owned by you or in a way that suggests a form of association with or endorsement by us where none exists;

10.2.3. any website from which you link must comply with the content standards set out in these Website Terms (in particular paragraph 9 (Visitor Materials and Reviews));

10.2.4. we have the right to withdraw linking permission at any time and for any reason.

11. DISCLAIMERS

11.1. Website information: We may make changes to the material on the Website, or to the Service, Products and prices described on it, at any time without notice.

11.2 Specials listed on the Website are subject to change. Restaurants may alter their specials at any time, including removing or changing the terms of any loyalty discount program. Loyalty credits earned through a loyalty discount program from a Restaurant are non-transferrable and are not redeemable for cash.

11.3. Allergy, dietary and other menu information: We try to accurately copy the item names, descriptions, prices, special offer information, heat and allergenic warnings and other information ("Menu Information") from the menus that are provided to us by Restaurants. However, it is the Restaurants that are responsible for providing this Menu Information and ensuring that it is factually accurate and up-to-date, and we do not undertake any such responsibility. If you are in doubt about allergy warnings, contents of a dish or any other Menu Information, you should confirm with the Restaurant directly before ordering. Some of the pictures shown are indicative of the style of cuisine only and may not be an actual photo of the dish from the Restaurant.

11.4. Restaurant actions and omissions: The legal contract for the supply and purchase of Products is between you and the Restaurant that you place your Order with. We have no control over the actions or omissions of any Restaurants. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Website:

11.4.1. We do not give any undertaking that the Products ordered from any Restaurant through the Website will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.

11.4.2. Estimated times for deliveries and collections are provided by the Restaurants and are only estimates. Neither we nor the Restaurants guarantee that Orders will be delivered or will be available for collection within the estimated times.

11.4.3. Restaurants have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason. We encourage all our Restaurants to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Restaurant rejects your Order.

11.4.4. The foregoing disclaimers do not affect your statutory rights against any Restaurant.

11.5. Exclusion of terms: We provide you with access to the Website and Service on the basis that to the maximum extent permitted by law, including the Australian

the basis that, to the maximum extent permitted by law, including the Australian **MBB-3** Consumer Law, we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Website and Service (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the Website or Service, or be otherwise implied or incorporated into these Website Terms, by statute, common law or otherwise).

12. LIABILITY

12.1. General: Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law, including the Australian Consumer Law. Nothing in these Website Terms affects your statutory rights, including right relating to the consumer guarantees applicable to the supply of services under these Terms.

12.2. Exclusion of liability: Subject to clause 12.1, and your statutory rights under the Australian Consumer Law more generally, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Service or the Website (including the use, inability to use or the results of use of the Service or the Website) for:

12.2.1. any loss of profits, sales, business, or revenue;

12.2.2. loss or corruption of data, information or software;

12.2.3. loss of business opportunity;

12.2.4. loss of anticipated savings;

12.2.5. loss of goodwill; or

12.2.6. or any loss not arising naturally or not arising according to the usual course of things from the relevant breach or acts or omissions.

12.3. Limitation of liability: Subject to clauses 11, 12.1 and 12.2, and your statutory rights under the Australian Consumer Law more generally, our total liability to you in respect of all other losses arising under or in connection with the Service or the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or \$100, whichever is lower.

12.4. Additional costs: You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Website, including without limitation costs relating to the servicing, repair or

adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

12.5 Indemnity: You agree to indemnify and hold Menulog and applicable affiliates, officers, directors, agents, and employees, harmless from and against any claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including legal fees on the indemnity basis, made by any third party due to or arising out of your breach of these Terms or the terms and policies it incorporates by reference, or your violation of any law or the rights of a third party.

13. TERMINATION

13.1. Grounds for termination: We may terminate or suspend (at our absolute discretion) your right to use the Website and the Service immediately by notifying you in writing (including by email) if we believe in our sole discretion that:

13.1.1. you have used the Website in breach of paragraph 7.1 (Licence);

13.1.2. you have posted Reviews or other Visitor Material in breach of paragraphs 9.2 or 9.3 (Visitor Material and Reviews);

13.1.3. you have breached paragraph 10.2 (Links to and from other websites); or

13.1.4. you have breached any other material terms of these Website Terms.

13.2. Obligations upon termination: Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Website.

14. WRITTEN COMMUNICATIONS

14.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website or ordering Products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15. EVENTS OUTSIDE OUR CONTROL

15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Website Terms that is caused by

15.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

15.2.1. strikes, lock-outs or other industrial action;

15.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

15.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

15.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

15.2.5. impossibility of the use of public or private telecommunications networks; and

15.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

15.3. Our performance under these Website Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under these Website Terms may be performed despite the Force Majeure Event.

16. ADDITIONAL TERMS

16.1. Privacy Policy: We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our [Privacy Policy](#). You should review our Privacy Policy, which is incorporated into these Website Terms by this reference and is available here [Privacy_policy](#).

16.2. Other terms: You should also review our Voucher Terms and Conditions for information regarding the use of credits and promotional discounts on the Website, and our Competitions Terms and Conditions for information regarding the terms applicable to competitions that we may run from time to time. All of these are incorporated into these Website Terms by this reference.

16.3. Severability: If any of these Website Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16.4. Entire agreement: These Website Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

16.5. No waiver: Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or our rights or remedies.

16.6. Assignment: You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

16.7. Headings: The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

17. GOVERNING LAW AND JURISDICTION

17.1. These Website Terms shall be governed by and construed in accordance with the law of New South Wales. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of New South Wales.

18. PROMOTION TERMS & CONDITIONS

18.1 A discount on an order price of up to 25% may apply to the first order at a participating restaurant made by a Menulog Customer via the website www.menulog.com.au or the Menulog App. Discounts are provided by the restaurant if specified on the restaurant page on the Menulog Website or App. Not all Menulog restaurants provide discounts and the offer may not be available in all areas.

18.2 Further terms and conditions may apply.

II. MENULOG PRIVACY POLICY

We are committed to protecting the privacy of all visitors to the Website, including all visitors who access the Website or Service through any mobile application or other platform or device. Please read the following [Privacy Policy](#) which explains how we use and protect your information.

By visiting and/or using the Service on the Website, you agree and, where required, you consent to the collection, use, storage, disclosure and transfer of your information

1. INFORMATION THAT WE COLLECT FROM YOU

1.1. When you visit the Website or use the Service to make an Order from a Restaurant through the Website, you may be asked to provide information about yourself including your name, address, contact details (such as telephone and mobile numbers and e-mail address) and payment information (such as credit or debit card information). We may also collect information about your usage of the Website and Service and information about you from the materials (such as messages and reviews) you post to the Website and the e-mails or letters you send to us. Your telephone calls to us may also be recorded for training and quality purposes.

1.2. By accessing Menulog information and/or the Website or Service using mobile digital routes such as (but not limited to) mobile, tablet or other devices/technology including mobile applications, then you should expect that our data collection and usage as set out in this [Privacy Policy](#) will apply in that context too. We may collect technical information from your mobile device or your use of the Website or the Service through a mobile device, for example, location data and certain characteristics of, and performance data about, your device, carrier/operating system including device and connection type, IP address, mobile payment methods, interaction with other retail technology such as use of NFC Tags, QR Codes or use of mobile vouchers. Unless you have elected to remain anonymous through your device and/or platform settings, this information may be collected and used by us automatically if you use the Website or Service through your mobile device(s) via any Menulog mobile application, through your mobile's browser or otherwise.

2. USE OF YOUR INFORMATION

2.1. Your information will enable us to provide you with access to the relevant parts of the Website and to supply the Service. It will also enable us to bill you and enable us and/or a Restaurant with whom you have placed an Order to contact you where necessary concerning the Service. For example, we and/or the Restaurant may use your information to provide you with status updates or other information regarding your Order by e-mail, telephone, mobile or mobile messaging (e.g. SMS, MMS etc.). We will also use and analyse the information we collect so that we can administer, support, improve and develop our business, for any other purpose whether statistical or analytical and to help us prevent fraud. Where appropriate, now and in the future you may have the ability to express your preferences around the use of your data as set out in this [Privacy Policy](#) and this may be exercised through your chosen method of using the Service, for example mobile, mobile applications or any representation of the Website.

2.2. We may use your information to contact you for your views on the Service and to notify you occasionally about important changes or developments to the Website or the Service.

2.3. Where you have indicated accordingly by giving your consent, you agree that we may use your information to let you know about our other products and services that may be of interest to you including services that may be the subject of direct marketing and we may contact you to do so by post, telephone, mobile messaging (e.g. SMS, MMS etc.) as well as by e-mail in accordance with the Spam Act and the Privacy Act.

2.4. Where you have indicated accordingly by giving your consent, you agree that we may also share information with third parties (including those in the food, drink, leisure, marketing and advertising sectors) to use your information in order to let you know about goods and services which may be of interest to you (by post, telephone, mobile messaging (e.g. SMS, MMS etc.) and/or e-mail) in accordance with the Spam Act and the Privacy Act. We may also disclose your information to help us analyse the information which we collect so that we can administer, support, improve and develop our business and services to you. For example, by providing anonymised personal information to Google Analytics – see attached link – “How Google uses data when you use our partners' sites or apps”, (located at www.google.com/policies/privacy/partners).

2.5. You agree that we may disclose personal information which we collect from you to other companies that also hold information about you. We may also collect personal information from those other companies. We and/or those companies may combine the information in order to better understand your preferences and interests, thereby enabling them and us to serve you better.

2.6 If you do not want us to use your data in this way or change your mind about being contacted in the future, please let us know by using the contact details set out in paragraph 8 below, by amending your profile accordingly or by using the opt-out facilities provided (eg an unsubscribe link).

2.7. Please note that by submitting Reviews regarding the Website, Service and/or Restaurants, you consent to us to use such Reviews on the Website and in any marketing or advertising materials. We will only identify you for this purpose by your first name and the city in which you reside (and any other information that you may from time to time consent to us disclosing).

3. DISCLOSURE OF YOUR INFORMATION

3.1. The information you provide to us will be transferred to and stored on our servers which may be in or outside Australia, and may be accessed by or given to our staff working outside Australia and third parties including companies within the Menulog group of companies (which means our subsidiaries and affiliates, our ultimate holding company and its subsidiaries and affiliates) who act for us for the purposes set out in this policy or for other purposes notified to you from time to time in this policy. We

may disclose your information to overseas recipients, including, without limitation, recipients located in New Zealand, the United Kingdom, Bangladesh, Singapore, India, China, the Philippines and the United States of America. Where we disclose your personal information to overseas recipients, we will always take reasonable steps to ensure that your information is treated in accordance with this policy and the Australian Privacy Principles. MBB-3

3.2. The third parties with whom we share your information may undertake various activities such as processing credit card payments and providing support services for us. In addition, we may need to provide your information to any Restaurants that you have placed an Order with so as to allow the Restaurant to process and deliver your Order. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this [Privacy Policy](#).

3.3. If our business enters into a joint venture with, purchases or is sold to or merged with another business entity, your information may be disclosed or transferred to the target company, our new business partners or owners or their advisors.

3.4. We may use the information that you provide to us if we are under a duty to disclose or share your information in order to comply with (and/or where we believe we are under a duty to comply with) any legal obligation; or in order to enforce the Website Terms and any other agreement; or to protect our rights or the rights of Restaurants or other third parties. This includes exchanging information with other companies and other organisations for the purposes of fraud protection and prevention.

4. SECURITY AND DATA RETENTION

4.1. We take steps to protect your information from unauthorised access, modification or disclosure and against misuse, interference, loss, destruction and damage. Once your information is no longer required for any purpose for which it may be used or disclosed by us, and we are not required by law to retain the information, we will destroy the information or ensure that it is de-identified.

4.2. Where you have registered an account with Menulog and chosen a password which allows you to access certain parts of the Website, you are responsible for keeping this password confidential. We advise you not to share your password with anyone. Unless we negligently disclose your password to a third party, we will not be liable for any unauthorised transactions entered into using your name and password.

4.3. All user details captured by Menulog are stored securely at all times and will never be provided to any unauthorised third parties. All credit card details are protected using SSL (Secure Socket Layer) encryption. Menulog has been verified for security and compliance to PCI standards by Vectra Corporation, an independent third party. Credit card details are handled by leading PCI compliant providers of secure credit

card processing solutions. Menulog will never save your actual credit card details. We will simply save a reference to your card, which is called a token. This token is provided to us by the payment provider. Saving the token means that for future credit card transactions we can give you the option to charge the same card you used previously without having to re-enter the card details. If, at any time, you wish the token to be removed please email us at enquiries@menulog.com and we will have these removed. In that case you would need to re-enter your card details on the next order.

4.4. However, the transmission of information via the internet is not completely secure. Although we will take reasonable steps to protect your information and make sure it is safe and secure and we use a number of physical, administrative, personnel and technical measures to protect your personal information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk. For the avoidance of doubt, Menulog will not in any circumstances be liable to you, or third parties, for loss or damage arising from credit card fraud or identity theft.

5. COOKIES

5.1 We may collect personal information about you when you use and access our website. While we do not use browsing information to identify you personally, we may record certain information about your use of our website, such as which pages you visit, the time and date of your visit and the internet protocol address assigned to your computer.

We may also use 'cookies' or other similar tracking technologies on our website that help us track your website usage and remember your preferences. Cookies are small files that store information on your computer, TV, mobile phone or other device. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions. You can disable cookies through your internet browser but our websites may not work as intended for you if you do so.

We may also use cookies to enable us to collect data that may include personal information. For example, where a cookie is linked to your account, it will be considered personal information under the Privacy Act. We will handle any personal information collected by cookies in the same way that we handle all other personal information as described in this [Privacy Policy](#).

6. ACCESSING AND UPDATING

6.1. You have the right to see the information we hold about you and to ask us to make any changes to ensure that it is accurate and up to date. If you wish to do this, please contact us using the contact details set out in paragraph 8 below.

7. CHANGES TO OUR PRIVACY POLICY

7.1. Any changes to our [Privacy Policy](#) will be posted to the Website and, where appropriate, through e-mail notification. We encourage you to check our website periodically to ensure that you are aware of our current Privacy Policy.

8. CONTACT

8.1. All comments, queries and requests relating to our use of your information are welcomed. You can also lodge a complaint if you think we have breached the Privacy Act (Cth) 1988 in relation to your personal information. We will acknowledge your complaint and respond to you regarding your complaint within a reasonable period of time. If you think that we have failed to resolve the complaint satisfactorily, we will provide you with information about the further steps you can take. All correspondence should be addressed to Menulog Pty Ltd at Suite 901, Level 9, 447 Kent Street, Sydney NSW, 2000 Australia. Alternatively, you can contact us by emailing enquiries@menulog.com.au or by calling 1300 664 335.

III. MENULOG VOUCHER TERMS & CONDITIONS

General

1. The following general terms and conditions (the "General Voucher Terms") will apply to all vouchers issued by Menulog from time to time for use on the Website ("Vouchers").
2. Individual Vouchers will also be subject to, and the General Voucher Terms will be supplemented and/or modified by, additional terms and conditions (the "Specific Voucher Terms") that will be specified on the Voucher or at the time the Voucher is issued.
3. Vouchers may only be redeemed towards online Orders from Restaurants made through the Website. The code provided with the Voucher is to be entered at the end of the checkout process. The final amount owing after a Voucher has been applied will be shown at the top of the credit card entry page and any remaining balance must be paid by credit or debit card
4. Vouchers can only be purchased from a verified Menulog account, and are subject to a maximum purchase limit of \$200 per day per verified Menulog account or temporary guest account. A verified Menulog account is an account with at least one completed order older than 24 hours.
5. Subject to the Australian Consumer Law, Vouchers purchased through Menulog cannot be exchanged or refunded, and are valid for such period specified at the time of issue of the Voucher. Menulog reserves the right to cancel any voucher any time without notice. To the extent required by law, including the Australian Consumer Law, Menulog will provide a remedy if it cancels a Voucher.

6. Vouchers are not available for redemption at Restaurants that display "Vouchers Not Accepted", and may be valid at other Restaurants only under certain conditions (for example, first time Menulog customers). One gift voucher cannot be used for more than one order and the full amount must be used in one transaction (no change will be given). Alcohol restrictions apply. Menulog reserves the right to charge the value of the voucher to your allotted credit card if we determine that the voucher was redeemed contrary to the terms of use.

7. The right to use a Voucher is personal to the intended recipient and may not be transferred. No Voucher may be copied, reproduced, distributed, or published directly or indirectly in any form or by any means for use by an entity other than the original recipient, or stored in a data retrieval system, without our prior written permission. In particular, Vouchers distributed or circulated without our written approval, for example on an Internet message board or on a "bargains" website, are not valid for use and may be refused or cancelled.

8. Unless otherwise provided or specified in the Specific Voucher Terms:

8.1 Vouchers may not be used in conjunction with other Vouchers or any other discounts or promotions provided or advertised from time to time;

8.2 each Voucher will be valid for use by a recipient only once;

8.3 each customer or household is limited to one Voucher per promotion or offer; and

8.4 the right to use a Voucher is personal to the original recipient and may not be transferred.

9. When you use a Voucher you warrant to us that you are the duly authorised recipient of the Voucher and that you are using it in accordance with these terms, lawfully, legally and in good faith. If we believe in our sole discretion that a Voucher is being used in breach of these terms, unlawfully, illegally or in bad faith, we may reject or cancel the Voucher.

10. Vouchers may not be exchanged for cash.

11. To the extent permitted by law, including the Australian Consumer Law, we shall not be liable to any customer or household for any loss or claim arising out of the refusal, rejection, cancellation or withdrawal of any Voucher or any failure or inability of a customer or household to use a Voucher.

12. To the extent permitted by law, including the Australian Consumer Law, we reserve the right, at any time and in our sole discretion, to add to or amend these terms and conditions in relation to the use of Vouchers or to vary or terminate the operation of a Voucher at any time without notice.

13. All standard terms and conditions from time to time for use of the Website and the Service apply.

IV. MENULOG COMPETITIONS TERMS & CONDITIONS

1. The following general terms and conditions (the "General Competition Terms") will apply to all competitions run by Menulog.

2. Individual competitions will also be subject to, and the General Competition Terms will be supplemented and/or modified by, additional terms and conditions (the "Specific Competition Terms") that will be specified in connection with each competition.

3. Competitions are open to individual residents of Australia aged 18 or over, except employees of Menulog, their associated, affiliated or subsidiary companies, and their families, agents, or anyone connected with the competition.

4. Winners will be responsible for ensuring they are able to accept the relevant prize, as set out and in accordance with these General Competition Terms and any applicable Specific Competition Terms.

5. We reserve the right to redraw a competition winner if the relevant prize is not accepted or claimed within the time period stated in the applicable Specific Competition Terms.

6. Completing and submitting a competition entry form will be deemed acceptance of the General Competition Terms and any applicable Specific Competition Terms.

7. The General Competition Terms and any applicable Specific Competition Terms shall be governed by the laws of New South Wales and subject to the exclusive jurisdiction of the courts of New South Wales.

8. Any personal data that is collected as part of any Menulog competition will be handled in accordance with our Privacy Policy, which is available at [Privacy Policy](#).

9. To the extent permitted by law, including the Australian Consumer Law, we reserve the right to withdraw any competition at any time without prior written notice and/or to alter or amend the General Competition Terms or the Specific Competition Terms for any competition at any time.

10. All standard terms and conditions from time to time for use of the Website and Service apply.

Privacy & Security

MENULOG PRIVACY POLICY

We are committed to protecting the privacy of all visitors to the Website, including all visitors who access the Website or Service through any mobile application or other platform or device. Please read the following Privacy Policy which explains how we use and protect your information.

By visiting and/or using the Service on the Website, you agree and, where required, you consent to the collection, use, storage, disclosure and transfer of your information as set out in this policy.

1. INFORMATION THAT WE COLLECT FROM YOU

1.1. When you visit the Website or use the Service to make an Order from a Restaurant through the Website, you may be asked to provide information about yourself including your name, address, contact details (such as telephone and mobile numbers and e-mail address) and payment information (such as credit or debit card information). We may also collect information about your usage of the Website and Service and information about you from the materials (such as messages and reviews) you post to the Website and the e-mails or letters you send to us. Your telephone calls to us may also be recorded for training and quality purposes.

1.2. By accessing Menulog information and/or the Website or Service using mobile digital routes such as (but not limited to) mobile, tablet or other devices/technology including mobile applications, then you should expect that our data collection and usage as set out in this Privacy Policy will apply in that context too. We may collect technical information from your mobile device or your use of the Website or the Service through a mobile device, for example, location data and certain characteristics of, and performance data about, your device, carrier/operating system including device and connection type, IP address, mobile payment methods, interaction with other retail technology such as use of NFC Tags, QR Codes or use of mobile vouchers. Unless you have elected to remain anonymous through your device and/or platform settings, this information may be collected and used by us automatically if you use the Website or Service through your mobile device(s) via any Menulog mobile application, through your mobile's browser or otherwise.

2. USE OF YOUR INFORMATION

2.1. Your information will enable us to provide you with access to the relevant parts of the Website and to supply the Service. It will also enable us to bill you and enable us and/or a Restaurant with whom you have placed an Order to contact you where necessary concerning the Service. For example, we and/or the Restaurant may use your information to provide you with status updates or other information regarding your Order by e-mail, telephone, mobile or mobile messaging (e.g. SMS, MMS etc.). We will also use and analyse the information we collect so that we can administer,

support, improve and develop our business, for any other purpose whether statistical or analytical and to help us prevent fraud. Where appropriate, now and in the future you may have the ability to express your preferences around the use of your data as set out in this Privacy Policy and this may be exercised through your chosen method of using the Service, for example mobile, mobile applications or any representation of the Website.

2.2. We may use your information to contact you for your views on the Service and to notify you occasionally about important changes or developments to the Website or the Service.

2.3. When you register with Menulog, you consent to Menulog using your personal information for direct marketing purposes to communicate with you by phone, email or SMS and, if you use our mobile application, via push notification, to tell you about offers, updates and our products and services that may be of interest to you.

You may choose to stop receiving direct marketing communications from a channel at any time by using the unsubscribe mechanism in the marketing communication itself. To opt-out of communications via email click the "unsubscribe" link at the bottom of the email and to opt-out of communications by SMS reply with "STOP". You may also decline marketing messaging sent by push notifications by refusing the relevant permission to our app in your phone or tablet settings, however this will also prevent you from receiving order updates via push.

2.4. Where you have given express consent, you agree that we may also share information with third parties (including those in the food, drink, leisure, marketing and advertising sectors) to use your information in order to let you know about goods and services which may be of interest to you (by post, telephone, mobile messaging (e.g. SMS, MMS etc.) and/or e-mail) in accordance with the Spam Act and the Privacy Act.

We may also disclose your information to help us analyse the information which we collect so that we can administer, support, improve and develop our business and services to you.

2.5. You agree that we may disclose personal information which we collect from you to other companies that also hold information about you. We may also collect personal information from those other companies. We and/or those companies may combine the information in order to better understand your preferences and interests, thereby enabling them and us to serve you better.

2.6 If you do not want us to use your data in this way or change your mind about being contacted in the future, please let us know by using the contact details set out in paragraph 8 below, by amending your profile accordingly or by using the opt-out facilities provided (eg an unsubscribe link).

2.7. Please note that by submitting Reviews regarding the Website, Service and/or Restaurants, you consent to us to use such Reviews on the Website and in any marketing or advertising materials. We will only identify you for this purpose by your first name and the city in which you reside (and any other information that you may from time to time consent to us disclosing).

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3. DISCLOSURE OF YOUR INFORMATION

3.1. The information you provide to us will be transferred to and stored on our servers which may be in or outside Australia, and may be accessed by or given to our staff working outside Australia and third parties including companies within the Menulog group of companies (which means our subsidiaries and affiliates, our ultimate holding company and its subsidiaries and affiliates) who act for us for the purposes set out in this policy or for other purposes notified to you from time to time in this policy. We may disclose your information to overseas recipients, including, without limitation, recipients located in New Zealand, the United Kingdom, Bangladesh, Singapore, India, China, the Philippines and the United States of America. Where we disclose your personal information to overseas recipients, we will always take reasonable steps to ensure that your information is treated in accordance with this policy and the Australian Privacy Principles.

3.2. The third parties with whom we share your information may undertake various activities such as processing credit card payments and providing support services for us. In addition, we may need to provide your information to any Restaurants that you have placed an Order with so as to allow the Restaurant to process and deliver your Order. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

3.3. If our business enters into a joint venture with, purchases or is sold to or merged with another business entity, your information may be disclosed or transferred to the target company, our new business partners or owners or their advisors.

3.4. We may use the information that you provide to us if we are under a duty to disclose or share your information in order to comply with (and/or where we believe we are under a duty to comply with) any legal obligation; or in order to enforce the Website Terms and any other agreement; or to protect our rights or the rights of Restaurants or other third parties. This includes exchanging information with other companies and other organisations for the purposes of fraud protection and prevention.

4. SECURITY AND DATA RETENTION

4.1. We take steps to protect your information from unauthorised access, modification or disclosure and against misuse, interference, loss, destruction and damage. Once your information is no longer required for any purpose for which it may be used or

disclosed by us, and we are not required by law to retain the information, we will destroy the information or ensure that it is de-identified.

4.2. Where you have registered an account with Menulog and chosen a password which allows you to access certain parts of the Website, you are responsible for keeping this password confidential. We advise you not to share your password with anyone. Unless we negligently disclose your password to a third party, we will not be liable for any unauthorised transactions entered into using your name and password.

4.3. All user details captured by Menulog are stored securely at all times and will never be provided to any unauthorised third parties. All credit card details are protected using SSL (Secure Socket Layer) encryption. Menulog has been verified for security and compliance to PCI standards by Vectra Corporation, an independent third party. Credit card details are handled by leading PCI compliant providers of secure credit card processing solutions. Menulog will never save your actual credit card details. We will simply save a reference to your card, which is called a token. This token is provided to us by the payment provider. Saving the token means that for future credit card transactions we can give you the option to charge the same card you used previously without having to re-enter the card details. If, at any time, you wish the token to be removed please email us at enquiries@menulog.com and we will have these removed. In that case you would need to re-enter your card details on the next order.

4.4. However, the transmission of information via the internet is not completely secure. Although we will take reasonable steps to protect your information and make sure it is safe and secure and we use a number of physical, administrative, personnel and technical measures to protect your personal information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk. For the avoidance of doubt, Menulog will not in any circumstances be liable to you, or third parties, for loss or damage arising from credit card fraud or identity theft.

5. COOKIES AND THIRD PARTY ANALYTICS AND ADVERTISING

5.1. We may collect personal information about you when you use and access our website. While we do not use browsing information to identify you personally, we may record certain information about your use of our website, such as which pages you visit, the time and date of your visit and the internet protocol address assigned to your computer.

5.2. We may also use 'cookies' or other similar tracking technologies on our website that help us track your website usage and remember your preferences. Cookies are small files that store information on your computer, TV, mobile phone or other device. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions. You can disable cookies through your internet browser but our websites may not work as intended for

you if you do so.

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5.3. We may also use cookies to enable us to collect data that may include personal information. For example, where a cookie is linked to your account, it will be considered personal information under the Privacy Act. We will handle any personal information collected by cookies in the same way that we handle all other personal information as described in this Privacy Policy.

5.4. This site uses the Google Analytics cookie, and other cookies and identifiers to collect anonymous, aggregated audience data in order to measure user interactions on our site and improve our service. This includes the use of Google Analytics Advertiser Features which provides Demographic and Interest reports, Remarketing, GDN Impression Reporting, and the DoubleClick Campaign Manager integration. For more information on how this works and to opt-out of this service, please visit the following Google support page [here](#).

6. ACCESSING AND UPDATING

You have the right to see the information we hold about you and to ask us to make any changes to ensure that it is accurate and up to date. If you wish to do this, please contact us using the contact details set out in paragraph 8 below.

7. CHANGES TO OUR PRIVACY POLICY

Any changes to our Privacy Policy will be posted to the Website and, where appropriate, through e-mail notification. We encourage you to check our website periodically to ensure that you are aware of our current Privacy Policy.

8. CONTACT

All comments, queries and requests relating to our use of your information are welcomed. You can also lodge a complaint if you think we have breached the Privacy Act (Cth) 1988 in relation to your personal information. We will acknowledge your complaint and respond to you regarding your complaint within a reasonable period of time. If you think that we have failed to resolve the complaint satisfactorily, we will provide you with information about the further steps you can take. All correspondence should be addressed to Menulog Pty Ltd at Level 34 & 35, Tower 3, 300 Barangaroo Avenue, Barangaroo 2000. Alternatively, you can contact us by emailing privacy@menulog.com or by calling 02 9240 8188. Menulog is owned and operated by Just Eat Holding Limited.

Cuisines

Burger Delivery

Chinese Delivery

Indian Delivery

Italian Delivery

Japanese Delivery

Korean Delivery

Pizza Delivery

Thai Delivery

Vietnamese Delivery

Browse more cuisines

Brands

McDonald's Delivery

Hungry Jack's Delivery

KFC Delivery

Guzman y Gomez Delivery

Nando's Delivery

Oporto Delivery

Red Rooster Delivery

Subway Delivery

Sushi Hub Delivery

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Hobart Food Delivery

Gold Coast Food Delivery

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List your restaurant

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Manage courier profile



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Legal & Policies

Courier Agreement



Courier Agreement

1. Scope and Application

1.1. These terms and conditions (the **Terms**) and the Requirements (which together form **the Agreement**) govern any contract for services arising between you (**you**) and Menulog Pty Limited (ACN 120 943 615) of Level 23, 227 Elizabeth Street, Sydney, NSW, 2000 (**Menulog, Company, we, our or us**) for the provision of Services.

1.2. We provide the Menulog Platform to pair restaurants with users (**Customer/s**) which allows Customers to purchase food and other goods from restaurants and have them delivered.

1.3. The Company has agreed with restaurants to use commercially reasonable efforts to procure independent contractors to collect and deliver food and other goods from the restaurants to the Customers.

1.4. By applying and logging in through our mobile application (the **Courier Application**) or the web portal (the **Menulog Portal**), you have shown your interest in providing Services from time to time.

1.5. If we provide you with the opportunity to perform Services, and you agree to provide Services, a separate contract for services will arise.

1.6. By ticking a box to indicate your acceptance of these Terms on the Menulog Portal or Courier Application, you agree that the Agreement and the scope of work provided to you for each Delivery Opportunity will govern each contract for services that arises between us and you. You acknowledge and agree that you have had the opportunity to read, understand, and properly consider your obligations and the consequences arising under these Terms and the Requirements and that you agree to be bound by them. You also acknowledge that you have read and understood the Guides available on the Menulog Portal.

2. The Services

2.1. We will advertise Delivery Run availability on the Courier Application and Menulog Portal.

2.2. You may register your availability to provide Services by registering for one or more Delivery Runs.

2.3. While you are signed into the Courier Application during any Delivery Run, we may make available Delivery Opportunities to you which you may accept.

2.4. We are not obliged to notify you of a Delivery Opportunity and you are not obliged to accept a Delivery Opportunity during a Delivery Run.

2.5. You are not contractually required to provide any particular volume of Services and we are not contractually required to provide you with any particular volume of business.

2.6. You acknowledge that you are required to use your business judgment in providing the Services, and that, based upon your exercise of your own business judgment, and your efficiency in providing the Services in connection with the Agreement, you will experience a potential range of business outcomes including the chance for profits and the risk of losses.

2.7. Subject to compliance with the Agreement, you have the absolute discretion to control the manner in which the Services are provided. You are not required to follow any suggested route or directions.

3. General

3.1. You warrant and represent that you operate an independent business (either as a sole trader, partnership or company) that provides delivery services, and, subject to clause 3.2, that you meet (and will continue to meet) the Requirements.

3.2. As a condition precedent to accepting any Delivery Opportunity, you must comply (to our satisfaction) with the Requirements within 20 days of accepting the Terms. If you are unable to meet the Requirements, this condition will not have been met and no binding contract for services will be regarded to have come into effect between the Parties in respect to any Delivery Opportunity offered to you.

3.3. You must provide us with the documents specified in the Requirements including licences, permits and consents at our request. You must provide updated documents should any provided documents expire, or if they are revoked or cancelled for any reason.

3.4. You expressly consent to us verifying your documents through any means we consider reasonable (including, but not limited to, conducting Australian government checks).

3.5. You warrant that you meet the Minimum Standards and you undertake to ensure that all of your Personnel are able to meet the Minimum Standards.

3.6. You must not previously have had any agreement with Menulog terminated by us for any reason.

3.7. You acknowledge that products and services, including the Menulog Platform, the Menulog Portal and the Courier Application, and all rights therein shall remain the property of Menulog (or our licensors).

4. Minimum Standards

4.1. Personal Standards

You must be over 18 years old and not have a relevant criminal record.

4.2. Equipment standards

You must:

- a) have access to a smart phone capable of operating the Courier Application;
- b) download the Courier Application and keep it updated;
- c) have a sealable, commercial grade, insulated food transportation bag that can be used to provide the Services.

4.3. Vehicle Standards

a) You are solely responsible for obtaining, using and maintaining all Equipment required to provide services including but not limited to, a motor vehicle if you provide services as a Vehicle Courier, or a bicycle if you provide services as a Bicycle Courier.

b) If you are providing the Services as a Vehicle Courier:

- o you must have access to a registered motor vehicle or motorcycle which you will use (the **Vehicle**) to provide the Services;
- o you must have a valid driver's licence that is accepted in the Australian State in which you will be providing Services;
- o you must ensure that the Vehicle is in good operating condition and meets the industry safety standards for a motor vehicle of its kind;
- o if you are using a motorcycle, you must wear an Australian standards compliant helmet;
- o you will be solely responsible for any and all liability which results or is alleged as a result of the use of the Vehicle including, but not limited to personal injuries, death and property damages;

- you will obey all laws related to the provision of the Services and will be solely responsible for any breach of applicable laws. MBB-4

c) If you are providing the Services as Bicycle Courier:

- you must have access to an electronic (pedal assisted) bicycle that you will use to provide the Services;
- the bicycle must be in good operating condition and meet the required standards for a bicycle of its kind;
- you must wear an Australian standards compliant bicycle helmet;
- you will be solely responsible for any and all liability which results or is alleged as a result of the use of the bicycle including, but not limited to personal injuries, death and property damages;
- you must obey all local laws related to providing services and will be solely responsible for any breach of the laws.

5. Performance and Personnel

5.1. You are not required to provide Services personally, and you may employ or engage Personnel. You are solely responsible for the hiring, direction, control, management, supervision and payment of any Personnel who provide the Services in connection with the Agreement.

5.2. You are permitted to provide your login details to your Personnel to enable them to log into the Courier Application and Menulog Portal, provided that you ensure that your Personnel keep those details confidential.

5.3. Other than in accordance with clause 5.2 you must at all times keep secure and confidential all login, password(s) or other identification details required to access the Menulog Platform or as otherwise required in your dealings with us.

5.4. If you use Personnel to provide the Services, the Personnel must comply with the terms of the Agreement. You will not be relieved of any of your liabilities or obligations under the Agreement and you are liable to us for the acts and omissions of your Personnel as if they were your acts or omissions.

5.5. Neither you nor the Personnel will receive from us, and you acknowledge and agree that neither you nor the Personnel are entitled to receive from us, any wages, loadings, superannuation contributions, paid annual holidays, paid public holidays, long service leave, paid personal leave, PAYG payment summaries, workers compensation cover, or any other statutory or common law employment benefits.

5.6. If you employ Personnel you must comply with the provisions of the *Fair Work Act 2009* (Cth) and any other applicable workplace laws.

5.7. You agree to indemnify us for any and all liabilities, obligations, claims, penalties

or costs that we suffer or incur in relation to taxation, superannuation or employment matters for you or for any Personnel. MBB-4

5.8. You may be required to submit to checks for records of criminal charges and convictions relating to you (or your Personnel) from time to time. You agree to provide your consent for the results of any such checks to be provided to us and, to the extent that any such checks are facilitated by us, you agree to provide us with any information and consents we may require for such purposes.

5.9. You undertake to notify us if you or any of your Personnel are charged with a criminal offence at any time after entering into the Agreement (for so long as the Agreement remains in force).

5.10. If you or your Personnel are not a permanent resident, you or your Personnel must:

- have a current visa issued by the Department of Home Affairs which enables you or your Personnel to provide the Services; and
- comply with any visa conditions imposed on you or your Personnel.

5.11. If your, or your Personnel's, visa status changes, you are required to notify us immediately and provide full details and information in respect of your changed circumstances.

5.12. From time to time, we (or our agents) may conduct a Visa Entitlement Verification Online with the Department of Home Affairs. Your, and your Personnel's, acceptance of these Terms constitutes your or your Personnel's consent to us (or our agents) undertaking any Visa Entitlement Verification Online.

5.13. Your Personnel must read and understand the Guides available on the Menulog Portal.

6. Health and safety

6.1. You will be responsible for your compliance and your Personnel's compliance with all applicable work, health and safety legislation, as well as road and traffic laws including but not limited to your obligation to notify Safework of any incidents.

6.2. You must immediately inform us if you are involved in any accident when using your vehicle while providing the Services, if you are arrested or if you are issued with a fine in respect of an offence while providing Services, or if you are suspended or disqualified from driving. As soon as practicable after any accident, arrest or fine, you must complete and provide to us an incident report through the Menulog Portal.

6.3. You are required to co-operate with us in the event that there is an investigation of any incident or accident, including any workplace safety incident or near miss.

7. Delivery of alcohol

7.1. You agree that delivering alcohol, cigarettes or any other age-restricted items to anyone under the age of 18 is strictly prohibited by law. Before delivering such products, you are legally responsible for requesting satisfactory identification.

7.2. You have complete discretion whether to accept a Delivery Opportunity which includes an order for alcohol. If you do accept such a Delivery Opportunity, however, then in line with market practice regarding alcohol delivery we require you and your Personnel to ensure the Customer has a valid government issued photo identification that is not expired and matches the customer. You must never deliver alcohol to a customer that is visibly intoxicated.

8. Expenses

You agree that you are responsible for all costs and expenses arising from the provision of the Services, including, but not limited to, costs related to your Personnel, your Equipment and any costs associated with any parking or other traffic penalties.

9. Fees and Payment

9.1. You will receive payment for the provision of the Services on a weekly basis, or more frequently if our technology enables us to do so, into your nominated Australian bank account. All payments from us to you shall be communicated to you via the Menulog Platform.

9.2. If you are GST registered, we will generate a recipient created tax invoice (RCTI) on your behalf detailing the fees you will receive for providing the Services and you must not issue tax invoices in respect of these supplies. If you are not GST registered, we will send you a statement detailing the fees you will receive for providing the Services.

9.3. You understand and acknowledge that:

- we will not withhold any income tax from any monies or fees paid to you; and
- you must hold and continue to hold an Australian Business Number (ABN) while you provide the Services.

10. GST

10.1. While it is not an obligation for you to be GST registered, you must keep us updated as to your GST registration status at all times. If you inform us you are GST registered but then cease to be registered for any reason, you must inform us immediately.

10.2. If any taxable supply made by a party under these Terms is subject to GST and

you are registered for GST, the party making the supply may, in addition to **MBB-4** consideration for the supply, recover an additional amount on account of GST.

10.3. The additional amount payable under this clause:

- is equal to the consideration payable to you for the relevant supply multiplied by the prevailing GST rate; and
- is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

11. Relationship of Parties

11.1. You will be providing the Services as an independent contractor. Nothing in this Agreement creates an employment relationship, partnership or other joint venture or enterprise between us and you. You acknowledge and agree that you are not an employee of ours or of any restaurant by operation of the Agreement.

11.2. Neither party has the right to bind the other by contract or otherwise except as specifically provided in these Terms.

11.3. Nothing in the Agreement and no verbal or written communication between the parties, will be construed as an express or implied employment agreement or a promise by Menulog to employ you, any Personnel or any of your agents or representatives.

11.4. You retain the right to provide services to or to undertake work for others and to hold yourself out to the general public as an independent business. These Terms do not restrict you from providing services or working for other businesses, customers or consumers at any time, even if that business directly competes with us.

12. Insurance and permits

12.1. At all times, you must have in place at your own expense:

- Compulsory Third Party (CTP) motor vehicle insurance; and
- any other insurances required by law or reasonably requested by us (which may include public liability insurance and comprehensive motor vehicle insurance).

12.2. You must hold all permits, licences and approvals which may be required under any local laws to provide the Services.

12.3. You must, on request, promptly provide us with evidence of the insurance obtained by you in accordance with this clause, including certificates or currency and policy terms (including exclusions).

13. Service Disputes

13.1. You are responsible for the rectification of any errors and omissions in the

provision of the Services.

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13.2. 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 by us in our reasonable discretion.

13.3. We reserve the right to interrupt, restrict or limit your access to the Menulog Platform (or any part of it), or to temporarily or permanently withdraw, discontinue or terminate your access to the Menulog Platform or your participation in it, at any time for the purpose of investigating alleged breaches of the Agreement or conducting maintenance or technical upgrading, development or repair of the Menulog Platform.

14. Dispute Resolution

14.1. If there is any dispute between us relating to the provision of services or arising from these Terms, each party must use good faith efforts to informally resolve the dispute.

14.2. If the dispute or difference is not settled within 30 days (unless this period is extended by agreement), it must be submitted to arbitration in accordance with, and subject to, [Resolution Institute Arbitration Rules](#). The decision of the arbitration on the dispute shall be final and binding on the parties.

14.3. Unless the parties agree upon an arbitrator an arbitrator will be nominated by the Chair of the Resolution Institute.

14.4. You agree that any claim you may have against us, including past and present related entities, officers, directors, employees and agents, must be brought individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action, collective or representative proceeding of any kind (existing or future) against us or a Related Entity.

14.5. This clause will remain operative after the Agreement has ended and notwithstanding its termination.

14.6. Nothing in this clause shall prevent Menulog suspending your access to the Menulog Platform pending any resolution of a dispute if it considers it prudent to do so.

15. Termination

15.1. The Agreement will terminate without any further action on the part of the Company or you if you do not provide any Services during any consecutive six (6) month period.

15.2. Either party may terminate the Agreement and end the relationship between

you and us for any or no reason on the giving of seven (7) days written notice (including via email) via the Menulog Portal. **MBB-4**

15.3. Without prejudice to any other right or remedy we may have against you, we may terminate the Agreement with immediate effect with no liability to make any further payment to you if at any time you or your Personnel:

- breach the terms of the Agreement;
- are charged with any criminal or traffic offence;
- breach any relevant laws or regulations;
- commit any fraud or dishonesty;
- persistent failures to complete the Services in a manner consistent with the Community Respect Guide and the Community Health & Safety Guide;
- acts in any manner which in our opinion brings or is likely to bring us into disrepute; or
- lose the right to work in Australia.

15.4. You agree that you will assist us in the investigation of any customer complaints that may be made about you, or your Personnel or in relation to any incident in which you may be able to assist.

15.5. Termination of the Agreement will not release you from liability in respect of any breach, non-performance of any obligation or any Service Failure by you prior to the date of termination.

16. Release

We make no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of our products or services to which your provision of the services relates. Our services and software may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.

17. Indemnity

17.1. You are liable for and agree to indemnify us and any of our Related Entities, against any liability and any loss or damage directly arising out of your (or your Personnel's) acts, omissions, breach of contract whether or not the acts or omissions are in tort (including negligence), contract or otherwise in relation to your provision of the Services, except to the extent that liability or loss directly arises out of our negligent acts or omissions.

17.2. You agree that you will defend, indemnify and hold us harmless (including our officers, directors, members, employees) and any of our Related Entities from and against all claims, costs, damages, losses, liabilities and expenses (including legal

fees and costs) arising out of or in connection with:

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- your (or your Personnel's) breach of or failure to comply with the Agreement;
- any applicable law or regulation, including any local laws or ordinances, whether or not referenced herein; and
- to the maximum extent permitted by law, your (or your Personnel's) ownership, use or operation of a motor vehicle or bicycle in connection with the Courier Application or Menulog Portal

except to the extent that liability or loss directly arises out of our negligent acts or omissions.

17.3. Each indemnity is a continuing obligation separate and independent from other obligations and survives termination of these Terms.

17.4. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by these Terms.

17.5. You will be solely responsible for any and all liability which results or is alleged as a result of the operation of the motor vehicle and/or bicycle including, but not limited to personal injuries, death and property damages.

18. Privacy

18.1. In the course of providing the Services, you may have access to Confidential Information, about us, our Related Entities or third parties including Customers, restaurants and other merchants, and their employees and representatives, or others through our website or through other means, including names, addresses, email addresses, and telephone numbers, order information and other information about identifiable individuals (collectively **Confidential Information**).

18.2. You agree that while you are an independent contractor and at all times thereafter, you will not, and you must ensure that your Personnel do not, without our prior written consent, except where required by law or for you to obtain professional advice:

- reveal, disclose or make known any Confidential Information to any person; or
- use the Confidential Information for any purpose, other than for the purpose of providing the Services in connection with the Agreement.

18.3. You must not, under any circumstances, access or use any Personal Information for any purpose other than the sole purpose of providing the Services. You must at all times maintain the strict confidentiality of Personal Information and must not reveal, disclose or make known any Personal Information to any person. You must securely destroy any and all Personal Information immediately after completing any Service the Personal Information relates to. You agree to comply with the privacy policy posted at <https://www.menulog.com.au/info/privacy-policy>

as amended from time to time.

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18.4. You will not use the Personal Information for your own purposes except with our prior written approval. In particular, you must not communicate with customers except via any masked telephone number, hardware or software provided by us to you. You must immediately notify us if you become aware of any actual or possible breach of this clause. You indemnify us for any loss, damage, dispute or third-party claim incurred by us as a result of your breach of this clause.

19. Modern Slavery

19.1. You represent and warrant that you have not been convicted of any offence involving slavery and human trafficking; nor have you been the subject of any investigation, inquiry or enforcement proceedings related to slavery and human trafficking. In providing your obligations under the Agreement, you must:

- comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the *Modern Slavery Act 2018* (Cth), and with our Modern Slavery Policy as posted on the Menulog Portal; and
- not engage in any activity, practice or conduct that would constitute an offence under the *Modern Slavery Act 2018* (Cth), whether such activity, practice or conduct was carried out within, or outside Australia; and
- notify us as soon as you become aware of any actual or suspected slavery or human trafficking that has a connection with the Agreement.

20. Further legal terms

20.1. The Agreement records the entire agreement between the parties and replace and supersede all prior agreements whether written or otherwise in relation to its subject matter.

20.2. The Agreement governs the legal relationship and all legal issues between the parties, including any dispute arising from or related to it or any previous agreement between the parties.

20.3. The Agreement is governed and construed by the laws of New South Wales. The parties submit to the jurisdiction of the courts of New South Wales, and courts of appeal from them. A party may only waive a breach of these Terms in writing signed by that party or its authorised representative.

20.4. Amendments will be effective upon the Company posting updated Terms or Requirements (and any schedules and annexures), as applicable, at this location. Your continued provision of the Services after the posting constitutes your consent to be bound by the amended Agreement.

20.5. If any provision of the Agreement is for any reason found by a court of

competent jurisdiction to be unenforceable, the remainder of the Agreement will continue in full force and effect. MBB-4

20.6. Each party has entered into the Agreement without relying on the representation by any other party or any person purporting to represent that party.

20.7. You must not assign, transfer or encumber (by registering a security interest) any rights or obligations under the Agreement without our prior written consent.

20.8. Nothing in these Terms nor your provision of the services shall operate as to grant you any rights:

- in the product or services; or
- in our name, logo, trademarks or that of our Related Entities or the right to use our name, logo, or trademarks.

21. Definitions

In these Terms, the following capitalised terms shall have defined meaning below:

- **Agreement** means these Terms and the Requirements.
- **Bicycle Courier** means the provision of Services by using a bicycle.
- **Delivery Opportunity** means a notification from the Menulog Platform to you of the opportunity to enter into a contract for Services.
- **Delivery Run(s)** means a period(s) of time for which you can register your availability to provide services on the Menulog Platform.
- **Equipment** means the tools, devices, and any vehicle or bicycle required to enable you to provide the Services as specified in the Requirements.
- **GST** means goods and services tax levied in accordance with the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- **Guides** means the [Community Health and Safety Guide](#) and the [Community Respect Guide](#) posted on the Menulog Portal, as may be amended from time to time.
- **Menulog Platform** means the Menulog web page or mobile application platform that connects independent contractors, restaurants and/or other businesses, and consumers and includes, as applicable, the Courier Application or the Menulog Portal.
- **Minimum Standards** means the minimum standards specified at Clause 4.
- **Parties** means you and us.
- **Personal Information** has the meaning given to it in the *Privacy Act 1988 (Cth)*.
- **Personnel** means any employees or subcontractors that you engage or employ to provide all or some of any Services.
- **Related Entities** mean Menulog and all parent, subsidiary and/or affiliated companies, as well as past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees.
- **Requirements** means the Courier Requirements document available on the

Menulog Portal that describes the minimum Equipment, licenses and other requirements for a Courier to be able to provide Services.

- **Service Failure** means any circumstance in which you fail to provide or complete all or part of any contract to provide Services.
- **Services** means the collection of food and goods from restaurants or other businesses and the delivery of such food and goods to Customers.
- **Vehicle Courier** means the provision of Services by using a motor vehicle which includes a car, motorbike or scooter.



Contract of Employment

between

Menulog Pty Limited

Tower 3, Level 35,
International Towers
Sydney
300 Barangaroo Avenue, NSW 2000
ACN 120 943 615
("Menulog")

and

[Employee full Name]

[residential address: street name and number]

[post code and city]

("You", "Your", "Yourself")

KEY TERMS

For the purposes of the terms and conditions of Your employment set out below, the key terms as they apply to You are defined as follows:

Work Location:	[DELIVERY AREA: the delivery area in and around [name]. NAME OF CITY: [city name]. or SEVERAL LOCATIONS: any of the following locations [list of locations]]
Commencement Date:	[insert commencement date of this contract] (subject to prior completion of training)
Hours of Work	[insert starting hours of work]
Base Hourly Rate	[\$insert]
Vehicle Allowance	[For bike couriers] \$0.[X] per kilometre driven during a shift. This allowance will be automatically calculated based on the collection and delivery distances estimated when you are assigned an order. [For cars] \$0.78 per kilometre, in accordance with the Miscellaneous Award as adjusted from time to time. This allowance will be automatically calculated based on the system calculated route via Google Maps.



1. **Clause 1: Function and duties**

- 1.1. You are employed in the position of **Employed Courier**.
- 1.2. During employment with Menulog, You must perform Your duties and responsibilities in accordance with Your job description and:
 - a) Deliver orders to customers in a timely and safe manner and in accordance with Menulog's policies.
 - b) Use Your best endeavours to promote and protect the interests of Menulog and its related corporations.
 - c) Faithfully and diligently perform all duties assigned to You by Menulog from time to time in good faith.
 - d) Comply with all rules, regulations and guidelines laid down by any relevant authority and/or regulatory body.
 - e) Ensure You do not, directly or indirectly, place Yourself in a position where Your personal interests might conflict with Your duties and obligations to Menulog.
 - f) Not be directly or indirectly engaged, interested or involved in any other employment, trade, business, office or work or accept any fee, which could affect Your work with Menulog except with the written consent of Menulog.
- 1.3. Your Work Location as at Your Commencement Date is set out in the Key Terms. Your Work Location may be changed or expanded from time to time by agreement between You and Menulog.

2. **Clause 2: Terms of Employment**

- 2.1. Your employment with Menulog will commence on the Commencement Date set out in the Key Terms. Your employment will be subject to an initial probationary period of 6 months, during which either You or Menulog may end Your employment by giving one weeks' notice, or payment in lieu of all or part of this 1 weeks' notice.
- 2.2. Your employment is subject to the minimum entitlements set out in the *Miscellaneous Award 2020 (Miscellaneous Award)*, or any relevant replacement modern award that covers the duties of an on demand delivery driver in the future (in which case, a reference in this agreement to the Miscellaneous Award will be taken to be a reference to that modern award).
- 2.3. By entering into this contract, You declare that You:
 - a) are legally able to work in Australia and are legally able to work the hours agreed between You and Menulog;
 - b) if and when required to drive a motorised vehicle, have a valid Australian driving licence; and
 - c) will promptly notify Menulog immediately if You are no longer legally authorised to work in Australia or for the hours agreed between You and Menulog and/or no longer hold a valid Australian driving licence (if applicable).



- 2.4. If Menulog requests evidence of Your right to work in Australia or Your driving licence (if applicable), and You cannot provide that evidence, the employment relationship will not commence, will be terminated, or will end with the expiry/lapse of such documents.

3. **Clause 3: Working Hours**

- 3.1. You will work on a part-time basis. At commencement, You will work the Hours of Work set out in the Key Terms, plus any reasonable additional hours required by Menulog from time to time.
- 3.2. You may be rostered on all days of the week, from Monday to Sunday, including during evenings, peak hours, and public holidays.
- 3.3. The shifts may be changed by agreement between You and Menulog on 7 days' notice. If Menulog offers You a change to Your Hours of Work or Your shifts and You do not refuse to accept them, You will be taken to have agreed to the change in Your Hours of Work.
- 3.4. Menulog may, from time to time, offer so-called "open shifts" through the App. You are free to accept any "open shift" by registering through the App at any time.

4. **Clause 4: Pay**

- 4.1. Your Base Hourly Rate upon commencement of Your employment is set out in the Key Terms. You may also be entitled to penalty rates and allowances calculated in accordance with minimum rates of pay applicable to Your classification under the Miscellaneous Award.
- 4.2. To the extent that Your Base Hourly Rate exceeds the minimum base rate of pay payable under the Miscellaneous Award, you agree that the excess can be set off against a claim for payment of another entitlement. Set-off of payments against a claim for an entitlement under an Industrial Instrument can continue after your employment is terminated for any reason.
- 4.3. Menulog will pay into a complying superannuation fund the minimum amount required under superannuation legislation, currently 9.5% of Your ordinary time earnings.
- 4.4. All authorised and approved overtime work performed shall be paid in accordance with the Miscellaneous Award.
- 4.5. At the sole discretion of Menulog, You may become entitled to participate in a bonus plan from time to time. Specifics about any bonus plan will be included in a separate arrangement.
- 4.6. Menulog will pay You (after deduction of tax) fortnightly by bank transfer to Your nominated bank account.
- 4.7. To the fullest extent permitted by law, You authorise Menulog to deduct from Your pay, or from any other amounts payable from Menulog to You at any time or on the termination of employment, any overpayments or amount(s) payable by You to Menulog.
- 4.8. If You are required to use Your own vehicle to perform Your work, You will receive a Vehicle Allowance as set out in the Key Terms.



5. **Clause 5: Insurances**

5.1. You are covered by Menulog's public third party liability insurance.

6. **Clause 6: Leave**

6.1. You are entitled to four weeks of paid annual leave, accrued on a continuous basis, in accordance with the National Employment Standards. You will accrue annual leave on a pro rata basis in accordance with Your ordinary hours of work. Any untaken accrued annual leave will be paid out to You on the termination of Your employment.

6.2. You will need Menulog's approval to take annual leave in accordance with any relevant Menulog policy or procedure.

6.3. You will be entitled to other paid and unpaid leave in accordance with the National Employment Standards.

7. **Clause 7: Illness**

7.1. You are entitled to two weeks of paid personal / carer's leave, accrued on a continuous basis, in accordance with the National Employment Standards. You will accrue paid personal / carer's leave on a pro rata basis in accordance with Your ordinary hours of work.

7.2. If you are ill or injured and cannot work, You must contact Menulog support before commencement of your shift or work day.

7.3. You must provide reasonable evidence of your illness or injury upon request by Menulog.

7.4. Any absences not reasonably supported by evidence (if evidence is requested) will be treated as an unauthorised absence, which could result in disciplinary action.

7.5. At any time during Your employment, Menulog may require You to undergo a medical examination by a medical practitioner selected and paid for by Menulog.

8. **Clause 8: Equipment**

8.1. You agree that work assignment planning is carried out via a smartphone app. For this purpose, You will provide Your own smartphone and agree to install the free Employed Courier App and any app which Menulog may request as necessary to perform Your duties and responsibilities during Your employment.

8.2. You will look after and handle any equipment, bicycle, e-bike, scooter or car provided by Menulog with care and use it only for its intended purpose. Menulog guarantees that the vehicle is in a roadworthy condition at the time the vehicle is initially provided to You.

8.3. If You provide Your own vehicle to perform the work activities, You must ensure that the vehicle meets the minimum roadworthiness standards as set out under applicable law. You also agree to keep the vehicle in a roadworthy and safe condition for the entire duration of employment.

8.4. You undertake to take relevant safety precautions to prevent accidents and injuries. You guarantee that You will wear the prescribed personal protective equipment (PPE) during the shift, in particular the bicycle helmet and high visibility clothing provided by Menulog.



8.5. You are responsible for paying any fines for road traffic violations. You agree that Menulog may set off any such claims it receives against Your pay.

9. **Clause 9: Termination**

9.1. Either You or Menulog may terminate the employment at any time by giving the minimum notice prescribed under the National Employment Standards and the Miscellaneous Award. At its sole discretion, Menulog may provide You with payment in lieu of all or part of this notice period.

9.2. Menulog may terminate Your employment without notice at any time if You engage in serious or wilful misconduct or commit a serious breach of this contract or any lawful and reasonable direction or Menulog policy or procedure.

9.3. If the employment ends, for any reason, You must:

- a) hand over to Menulog all equipment, documents, work papers, or confidential information which have been provided to You during your employment or which you have created for work related purposes; and
- b) hand over to Menulog any other Menulog property You have.

10. **Clause 10: Security and Surveillance**

10.1 Throughout your employment, Menulog may carry out continuous and ongoing computer, camera, mobile phone surveillance through your use of technology provided to you by Menulog in the course of your work.

10.2 Any information transmitted or received by Menulog's electronic systems may be monitored and, in appropriate circumstances, blocked or used by Menulog for purposes associated with its business, including internal reporting, compliance, security, safety, supervision and marketing. Electronic systems used by Menulog will be regularly reviewed to keep up to date with technology and may result in the method and results of surveillance changing from time to time. By agreeing to this contract, you give your express consent to Menulog to carry out such surveillance.

10.3 You must keep your Menulog issued username and passwords secure at all times, during and following the end of your employment, and not share with any other person.

11. **Clause 11: Miscellaneous**

11.1. **Duty of care and loyalty.** You must safeguard and promote the interests of Menulog. You will not do anything which may harm the interests of Menulog. You must carry out Your tasks and work carefully and reliably. This includes being polite with customers and restaurants, performing Your work reliably and precisely and taking care to have a well-groomed appearance.

11.2. **Lawful and reasonable directions.** You will comply with all reasonable and lawful directions issued by Menulog.

11.3. **Policies and procedures.** You must comply with Menulog's policies and procedures. The policies and procedures do not form part of this contract, but it is a condition of Your



employment that You comply with them. If there is inconsistency between Menulog's policies and this contract, the terms of this contract will apply. Failure to comply with Menulog's policies and procedures may result in disciplinary action, up to and including the termination of Your employment.

- 11.4. **Commissions and gifts.** You must not accept any commission from Menulog's suppliers or from third parties. You must promptly notify Your immediate supervisor of any gifts, gratifications or other benefits given or offered to You by Menulog customers.
- 11.5. **Other Employment.** You must devote Yourself exclusively to the business of Menulog at all times during Your working hours, and You must not perform any work or provide any service to other companies or third parties during Your Menulog working hours. You must notify Menulog of your other occupational activities for the purposes of fatigue management and conflicts of interest. Without limiting the generality of this obligation, multi-apping during the course of Your employment is expressly prohibited.
- 11.6. **No Delegation.** You must perform all of Your duties, and carry out all directions issued to You, personally. You are not permitted to sub-contract, delegate or to otherwise utilise the assistance of any person in the performance of Your duties, except where the person is another Menulog employee and only with the knowledge and authorisation of the Menulog support team.
- 11.7. **Intellectual Property.** All documents, plans, photographs, notes, inventions and designs, etc. created while working for Menulog are Menulog's intellectual property for the duration of the employment relationship and beyond. Their distribution of any kind and – directly or indirectly – the use of such documents is prohibited without Menulog's written permission.
- 11.8. **Confidentiality.** You may come into contact with confidential information, and will maintain confidentiality of the information which You may obtain or receive. You will not use, divulge or make accessible in any other way to any third party, directly or indirectly, any business secrets or other Menulog confidential information which You receive or obtain. This will also apply after Your employment ends, unless the information or knowledge becomes public other than through unauthorised announcement or disclosure. You will, both during and after Your employment, use Your best efforts to prevent the unauthorised use, publication or disclosure of such business secrets or confidential information. You must not disclose any names and/or addresses of Menulog's customers. You must keep secret any other information and data in connection with any Menulog customer.

12. **Clause 12: Final Provisions**

- 12.1. This contract and Your employment with Menulog is governed by the laws of Australia and You submit to the exclusive jurisdiction of the courts of New South Wales in respect of all matters relating to this contract and/or Your employment.
- 12.2. This contract replaces all previous agreements in any form which have been made regarding the employment relationship.
- 12.3. You will promptly notify Menulog of all changes to Your personal details to the extent that they are relevant to your Employment. You guarantee that you can be reached by post at the address provided and will promptly notify Menulog of any change of address.
- 12.4. This contract can be varied if agreed between You and Menulog in writing.



EXECUTED AS AN AGREEMENT

Signed by **Natalie Brooke** who is duly authorised for and on behalf of **MENULOG PTY LTD (ABN 76 120 943 615)**

.....
(Signature)

Dated:

Signed by **{insert name}**

.....
(Signature)

Dated:

Legal

★ deliveroo.com.au/legal

Deliveroo Terms And Conditions Of Service

Welcome to Deliveroo. This page (together with the documents referred to in it) tells you the terms (the “**Terms**”) which apply when you order any menu items (the “**Items**”) from our deliveroo.com.au website or mobile applications and related services (each referred to as an “**Application**”).

Please read these Terms carefully before ordering any Items from our Application. If you have any questions relating to these Terms please contact support@deliveroo.com.au before you place an order.

If you are a consumer, you have certain legal rights when you order Items using our Application. You can find more information about these rights at: <https://www.accc.gov.au/consumers/consumer-rights-guarantees>. Your legal rights are not affected by these Terms, which apply in addition to them and do not replace them. By setting up your Deliveroo account, you confirm that you accept these Terms.

1. INFORMATION ABOUT US

Deliveroo.com.au is operated by Deliveroo Australia Pty Ltd ACN 607 915 640, a company incorporated in Australia, whose registered office is at Level 2, 161 Collins Street, Melbourne, Victoria, 3000, Australia. The terms “we” or “us” or “Deliveroo” in these Terms refer to Deliveroo Australia Pty Ltd In either case you may contact us at support@deliveroo.com.au or by using the instant messaging facility on our Application.

2. PURPOSE

Our objective is to link you to the restaurants we partner with (“**Partner Restaurants**”) and allow you to order Items for delivery (our “**Service**”). Where you order from a Partner Restaurant, Deliveroo acts as an agent on behalf of that Partner Restaurant to conclude your order from our Application and to manage your experience throughout the order process. Once you have placed an order, your Items will be delivered to you by Deliveroo (“**Deliveroo Delivery**”) or our Partner Restaurant (“**Partner Delivery**”) (each a “**Delivery**”) depending on the Partner Restaurant you have selected. In some cases, the Partner Restaurant may be owned by or affiliated with us.

3. YOUR ACCOUNT

Before you can place orders for Items using our Application, you need to open a Deliveroo account. When you open an account you may create a password, or other secure login method, and may also have to provide credit card details. You must keep any password you create, or other secure login method, secret, and prevent others from accessing your email account or mobile phone. If another person uses these methods to access your

account, you will be responsible to pay for any Items they order, and we are not responsible for any other losses you suffer, unless the person using your password obtained it because we did not keep it secure.

You may close your account at any time by requesting to do so in your account section of our website or contacting us using the contact details above. We may suspend your access to your account, or close it permanently, if we believe that your account has been used by someone else. We may also close your account if in our opinion you are abusing our Service (for example, by applying for refunds or credit to which we do not consider you are entitled, making repeated unreasonable complaints, mistreating our staff, or any other good reason). If we close your account permanently we will refund any remaining account credit you have validly obtained from our customer service team or Application following any issue by applying a credit to your registered credit card, or if that is not possible for any reason, by way of a bank transfer using bank details (provided you have supplied them to us).

4. SERVICE AVAILABILITY

Each Partner Restaurant has a prescribed delivery area. This delivery area may change at any time due to a number of factors including weather, or demand on our service. This is to ensure that Items reach your door at their best. Our Partner Restaurants each decide their own operating hours. That means that the availability of our Service, and the range of Partner Restaurants from which you can order, depends on the Partner Restaurants in your area. If you try to order a delivery to a location outside the delivery area or operating hours of a Partner Restaurant, or the Application is otherwise unavailable for any reason, we will notify you that ordering will not be possible.

5. ORDERS

When you place an order through our Application, it needs to be accepted by us or the Partner Restaurant before it is confirmed. We will send you a notification if your order has been accepted (the "**Confirmation Notice**"). The contract for the supply of any Item you have ordered comes into existence when we send the Confirmation Notice. You are responsible for paying for all Items ordered using your account, and for related delivery charges, and for complying with these Terms, even if you have ordered the Item for someone else. Some Partner Restaurants operate a minimum order value policy. This will be displayed on our Application. All Items are subject to availability. Partner Restaurants may use nuts or other allergens in the preparation of certain Items. Please contact our Partner Restaurant prior to ordering if you have an allergy. Deliveroo cannot guarantee that any of the Items sold by our Partner Restaurants are free of allergens.

6. DELIVERY

When you place an order you will have the choice to place it as an ASAP Delivery or a Scheduled Delivery. For an ASAP Delivery, we will tell you an estimated delivery time for your Item before you place the order, **but we will attempt delivery as soon as possible**; you must therefore be available to accept delivery from the time you place the

order. For a Scheduled Delivery, we will tell you the time when the Item is expected to be delivered; you must be available to accept delivery for ten minutes before and ten minutes after that time.

Unfortunately, despite our, and our Partner Restaurant's best efforts, things do not always go to plan and factors such as traffic and weather conditions may prevent us from delivering your Item on time. If your order is more than 15 minutes late, and we haven't notified you giving you the option to cancel your order, we will work with you to make things right unless you have caused the delay (e.g. because you gave us the wrong address or did not come to the door).

We will attempt delivery at the address you provide to us when you place your order. If you need to change the delivery location after you have placed your order, we may be able to change the address to an alternative one that is registered with your account if you let us know before the driver has been dispatched, and the new address is within the same zone as the address you originally ordered your Item to. If we cannot change the delivery address, you have the option to cancel the order, but if food preparation has started you will be charged the full price for the Item, and if the driver has been despatched you will also be charged for delivery.

You will still be charged for the Item and for delivery in the event of a failed delivery if you have caused such failure for any reason. Reasons you might cause a delivery to fail include (but are not limited to):

- You do not come to the door, did not pick up the phone when the driver contacted you using the contact information you have provided us and/or you picked up the phone but then failed to provide access within a reasonable amount of time, and the driver is unable to find a safe location to leave the food.
- The driver refuses to deliver the Item to you in accordance with section 8 (Age Restricted Products).

7. YOUR RIGHTS IF SOMETHING IS WRONG WITH YOUR ITEMS

You have a legal right to receive goods which match their description, which are of acceptable quality, and which comply with any specific requirements you tell us about (and we agree to) before you place your order. If you believe that the Items you have been delivered do not comply with these legal rights, please let us know as you have a legal right to have the issue remedied. We may request a photograph showing the problem if it is something that can be seen by inspecting the Items. We will remedy any failure in accordance with your legal rights. This may include providing a refund or account credit in respect of the affected part of the Item, and also in respect of delivery if the whole order was affected, unless we have reasonable cause to believe that the problem was caused after delivery.

Prior to processing your refund or account credit, we may take into account relevant factors including the details of the order, including your account history, what happened on delivery and information from the Partner Restaurant when determining the remedy

that will apply in the circumstances.

8. AGE RESTRICTED PRODUCTS

Age restricted products (including, alcohol) can only be sold and delivered to persons aged 18 or over. By placing an order for an age restricted product, you confirm that you are at least 18 years old. Deliveroo operates an age verification policy whereby customers ordering age restricted products will be asked by the delivery driver to provide proof that they are aged 18 or over before the delivery is completed. The driver may refuse to deliver any age restricted product to any person unless they can provide valid photo ID proving that they are 18 or over. The Partner Restaurant and the delivery driver may refuse to deliver alcohol to any person who is, or appears to be under the influence of either alcohol or drugs. If delivery of any age restricted product is refused, you will still be charged for the relevant Item and for delivery.

Deliveroo supports the responsible service of alcohol.

(Victoria Liquor Licence No. 36140565; Victoria Liquor Licence No. 36143466).

9. CANCELLATION

You may cancel an order without charge at any time before the Partner Restaurant has started preparing the food (a **"Started Order"**). If you wish to cancel an order before it becomes a Started Order, please contact us immediately, via our Application. If the Partner Restaurant confirms the order was not a Started Order, we will refund your payment using the same payment method as you used to originally pay for the order (excluding any discount, or Voucher that was applied to the order - see Voucher and Account Credit Terms for more detail <https://deliveroo.com.au/legal>). If you cancel any order after it becomes a Started Order, you will be charged the full price for the Items, and if the driver has been despatched you will also be charged for delivery.

Deliveroo and the Partner Restaurant may notify you that an order has been cancelled at any time. You will not be charged for any orders cancelled by us or the Partner Restaurant, and we will reimburse you for any payment already made using the same method you used to pay for your order. We may also apply credit to your account to reflect the inconvenience caused.

10. PRICES, PAYMENT AND OFFERS

Prices include GST. You confirm that you are using our Service for personal, non-commercial use. Deliveroo may operate dynamic pricing some of the time, which means that prices of Items and delivery may change while you are browsing. Prices can also change at any time at the discretion of the Partner Restaurants. We reserve the right to charge a Service Fee, which may be subject to change, for the provision of our Services. You will be notified of any applicable Service Fee and taxes prior to purchase on the checkout page on our Application. No changes will affect orders after a Confirmation Notice has been issued orders. Nor will changes to prices affect any orders in process and appearing within your basket, provided you complete the order within 2 hours of creating

the basket. If you do not conclude the order before the 2 hour cut-off the items will be removed from your basket automatically and the price change will apply. If there is an obvious pricing mistake we will notify you as soon as we can and you will have the choice of confirming the order at the original price or cancelling the order without charge and with a full refund of any money already paid. Where Deliveroo or any Partner Restaurant makes a delivery, we or the Partner Restaurant may also charge you a delivery fee. This will be notified to you during the order process before you complete your order.

The total price of your order will be set out on the checkout page on our Application, including the prices of Items and Delivery and applicable Service Fees and taxes.

Payment for all Items and deliveries can be made on our Application by credit or debit card, or other payment method made available by Deliveroo. Once your order has been confirmed your credit or debit card will be authorised and the total amount marked for payment. Payment is made directly to Deliveroo acting as agent on behalf of the Partner Restaurant only. Payment may also be made by using vouchers or account credit. Use of these is subject to Deliveroo's Voucher and Account Credit Terms <https://deliveroo.com.au/legal>.

We are authorised by our Partner Restaurants to accept payment on their behalf and payment of the price of any Items or delivery charges to us will fulfil your obligation to pay the price to the Partner Restaurant.

Partner Restaurants sometimes make special offers available through our Application. These are visible when you look at a Partner Restaurant menu. These offers are at the discretion of the Partner Restaurants. Unless the offer terms state a fixed or minimum period for which an offer will be available, it can be withdrawn at any time, unless you have already placed an order based on the offer and we have sent the Confirmation Notice.

11. TIPS

When Placing Your Order:

When you place an order, you will have the option to make a discretionary payment in the form of a tip or gratuity to i) your rider and ii) your restaurant. The discretionary payment will form part of your overall order total and charged to your nominated payment method. In each case, your rider and your restaurant will receive 100% of any discretionary payment you choose to make.

After You've Received Your Order:

Once you've received your order, you may receive a notification that enables you to pay a tip to your rider at your discretion. Deliveroo will collect payment on behalf of the rider, as their limited payment collection agent, and payment of the tips shall be considered a direct payment from you to the rider. Your rider will receive 100% of any discretionary payment you choose to make. As this payment is made after you receive your order, this

payment is non-refundable and does not form part of your order. Depending on the payment method used for your original order, your tip may show up on your bank/credit card statement as a separate payment.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE THAT YOU SUFFER

We acknowledge that the *Competition and Consumer Act 2010* (Cth) and other legislation implies or imposes statutory consumer guarantees, warranties and conditions into contracts for the supply of goods and services to consumers that can't be excluded. Nothing in these Terms is intended to exclude or restrict the application of such non-excludable terms to these Terms.

Accordingly, nothing in these Terms affects any rights that you may have which we can't by law exclude. If Deliveroo breaches a non-excludable term or condition, it will be liable for that breach.

However, to the extent permitted by law, any liability of Deliveroo is limited to the re-supply of the relevant Item, or payment of the cost of re-supplying the relevant goods or services again.

Subject to the information set out above in this clause 12, and to the maximum extent permitted by law:

- we expressly disclaim any and all guarantees, conditions, warranties and liabilities with respect to type, acceptability, the fitness for purpose of our Services, the Application and its contents;
- we make no representation or warranty of any kind regarding the availability, correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Services or the Application or its contents. Your use of the Application is at your own risk;
- we will not be liable to you or any other person in connection with the Services, the Application or any Items obtained through them for any direct, indirect, incidental, special, consequential or punitive loss or damage, loss of profits, loss of actual or anticipated savings, loss of revenue, expectation, business, savings, data or unavailability of systems, other economic loss or other losses, whether arising under contract, statute, tort (including negligence) or otherwise;
- we will not be liable for any use of or access to, or any inability to use or access, the Application or the Services, unless such loss arises as a result of our own negligence or wilful misconduct.

Our liability to you for any loss or damage of any kind arising out of these Terms will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage whether our liability is in contract, tort (including negligence), under any statute or otherwise.

13. DATA PROTECTION

All personal information that you supply in connection with the Application will be collected, used, disclosed and managed by us in accordance with our Privacy Policy which can be found at <https://deliveroo.com.au/privacy>. You consent to Deliveroo dealing with your personal information in accordance with the Privacy Policy.

14. OTHER TERMS

If either we or you have any right to enforce these Terms against the other, that right will not be lost even if the person who has the right delays enforcing it, or waives their right to enforce it in any instance. If a court decides that any part of these Terms is unenforceable, illegal or void, the rest of the terms will be unaffected and will remain in force.

We may change these Terms from time to time. If we make any changes which affect your rights in relation to our Service, we will take steps to notify you (for example, by posting an updated version of the terms on the Application). Changes to the Terms will not affect any orders you have placed where we have sent the Confirmation Notice.

These Terms are governed by the laws of the state of Victoria and you agree to submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

Deliveroo Terms Of Use For Website And Applications

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website deliveroo.com.au (our "**Site**") or any application we make available via an app store or otherwise (our "**Service**"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use our Site or our Service. By accessing our Site or by using our Service, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, do not use access our Site or use our Service.

1. Information About Us

deliveroo.com.au is a website operated by Deliveroo Australia Pty Ltd 73 607 915 640 ("we" or "us" or "Deliveroo"), ACN 607 915 640, whose registered office is at Level 1, 3 Wellington Road, St. Kilda, VIC 3182, Australia. Deliveroo is a business where the food is prepared by independent restaurants (our "**Partner Restaurants**") and delivered by us.

2. Accessing Our Service Or Our Services

Access to our Site and to our Service is permitted on a temporary basis, and we reserve the right to withdraw or amend access to our Site or our Service without notice (see below). We will not be liable if, for any reason, our Site or our Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts our Site or our Service, or our entire Site or Service to users who have registered with us. You are responsible for maintaining the confidentiality of your login details and any activities that

occur under your account. If you have any concerns about your login details or think they have been misused, you should contact support@deliveroo.com.au straight away to let us know. We can deactivate your account at any time.

3. Acceptable Use

You may use our Service only for lawful purposes. You may not use our Site or our Service in any way that breaches any applicable local, national or international law or regulation or to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards in clause 5 below. You also agree not to access without authority, interfere with, damage or disrupt any part of our Site or our Service or any network or equipment used in the provision of our Service.

4. Interactive Features Of Our Site

We may from time to time provide certain features which allow you to interact through our Site or our Service such as chat rooms. Generally, we do not moderate any interactive service we provide although we may remove content in contravention of these Terms of Use as set out in section 6. If we do decide to moderate an interactive service, we will make this clear before you use the service and normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

5. Content Standards

These content standards apply to any and all material which you contribute to our Service or Site (the "**Contributions**"), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contributions as well as to its whole. Contributions must be accurate (where they state facts), be genuinely held (where they state opinions) and comply with applicable law in Australia and in any country from which they are posted. Contributions must not:

- contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory, promote sexually explicit material or promote violence or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trademark of any other person;
- be likely to deceive any person or be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence or promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that they emanate from us, if this is not the case; or

- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

6. Suspension And Termination

Failure to comply with section 3 (Acceptable Use) and/or 5 (Content Standards) in these Terms of Use constitutes a material breach of the Terms of Use, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Service;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our Service;
- issuing of a warning to you;
- legal action against you including proceedings for reimbursement of all costs on an (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in this clause are not limited, and we may take any other action we reasonably deem appropriate.

7. Intellectual Property Rights

We are the owner of or the licensee of all intellectual property rights in our Site and our Service, and in the material published on it (excluding your Contributions). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any content on our site in any way except for your own personal, non-commercial use.

8. Reliance On Information Posted

Commentary and other materials posted on our Service are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Service, or by anyone who may be informed of any of its contents.

9. Our Site And Our Service Change Regularly

We aim to update our Site and our Service regularly, and may change the content at any time. If the need arises, we may suspend access to our Site and our Service, or close them indefinitely. Any of the material on our Site or our Service may be out of date at any given time, and we are under no obligation to update such material.

10. Our Liability

To the maximum extent permitted by law, Deliveroo provides our Service and content on an "as-is" and "as available" basis and we make no representation or warranty of any kind, express or implied, regarding the content or availability of our Service, or that it will be timely or error-free or that defects will be corrected. To the maximum extent permitted by law and subject as provided below, Deliveroo and any Partner Restaurant expressly disclaim all warranties and conditions with regard to any portion of our Service, including but not limited to all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement, and all responsibility for any loss, injury, claim, liability or damage of any kind, including resulting from, arising out of or any way related to:

1. any errors in or omissions from the Website, including but not limited to technical inaccuracies and typographical errors;
2. any third party contents therein directly or indirectly accessed through links in the Website, including but not limited to any errors or omissions;
3. the unavailability of the Service, or any portion; or
4. computer viruses, system failure or malfunction which may occur in connection with your use of the Website, including during hyperlink to or from third party content; or
5. our supply of Meals as a Service to you in accordance with this agreement.

To the maximum extent permitted by law, neither Deliveroo nor any Partner Restaurant shall have any liability to you for any direct, indirect, special or consequential losses or damages arising in contract, tort (including, without limitation, negligence) or otherwise arising from your use of or your inability to use our Service. To the extent the foregoing limitation of liability is prohibited or despite the limitation above, in the event that Deliveroo or the Partner Restaurant is found to be liable to you, our total aggregate liability is limited to the purchase price of the Meals you have paid for in your order.

If any warranties are implied by law that cannot be excluded, then to the maximum extent permitted by law, our liability for breach of such warranties is limited to, at our option:

1. in the case of products:
2. in the case of services:
3. **Important: this does not include or limit in any way Deliveroo's or any Partner Restaurant's liability for any matter for which it would be illegal for us or it to exclude, or attempt to exclude, our or its liability, including under the *Competition and Consumer Act 2010 (Cth)*, the statutory consumer guarantees under the Australian Consumer Law, or similar laws in the States and Territories of Australia.**

11. Information About You And Your Visits To Our Site And Use Of Our Service

We collect certain data about you as a result of you using our Service. This is described in more detail in our privacy policy.

12. Uploading Material To Our Site And Our Service

Any material you upload to our Service or Site, or data that we collect as set out above (section 11) will be considered non-confidential and non-proprietary, and you acknowledge and agree that we have the right to use, copy, distribute, sell and disclose to third parties any such material or data for any purpose related to our business. To the extent that such material is protected by intellectual property rights, you grant us a perpetual, worldwide, royalty-free licence to use, copy, modify, distribute, sell and disclose to third parties any such material or data for any purpose related to our business.

13. Links From Our Site

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

14. Jurisdiction And Applicable Law

The Victorian courts will have jurisdiction over any claim arising from, or related to, a visit to our Site or use of our Services. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the state of Victoria.

15. Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

16. Your Concerns

If you have any concerns about material which appears on our Service, please contact support@deliveroo.com.au

Deliveroo Voucher and Account Credit Terms & Conditions

1. Introduction

Deliveroo makes available from time to time: (i) **Vouchers** (which are promotional credits that may be offered by us or by Partner Restaurants on our Site) and (ii) **Account Credit** (which is credit that may be applied to a customer's account at Deliveroo's discretion). Vouchers and Account Credits both operate as credits applying to a customer's Deliveroo account, redeemable (subject to conditions, as set out below) against the cost of Items. Vouchers and Account Credits are referred to collectively in these terms (the **Credit Terms**) as **Credits**.

These Credit Terms apply to your use of any Credits to pay for Items using the Deliveroo Service. These Credit Terms apply together with the Deliveroo Terms and Conditions of Service, which continue to apply unless they conflict with these Credit Terms, in which case these Credit Terms have priority. Capitalised words used in these Credit Terms have the same meanings as in our Terms and Conditions of Service unless they are defined in these Credit Terms.

You can “apply” a voucher to your account by (i) entering the Voucher code (if any) at the point you place an order, or (ii) by adding any reward that we make available to you in the “Your offers and rewards” section of your account page. Unless otherwise stated, a voucher that has been applied to your account will remain there until it is “redeemed” against an eligible order, or expires (whichever is sooner). Account Credits are Credits that we apply to your account ourselves. In either case, once any Credit has been applied to your account, the amount of the Credit remains on your account until redeemed as payment for Items, unless it is lost, or, in the case of Vouchers, it expires in accordance with the terms of that Voucher. The reasons why Credits may be lost or Vouchers may expire are set out in these Credit Terms.

Any personal information supplied by a Customer in connection with the use of a Voucher, for example when registering a new Deliveroo Account, will be handled in accordance with our Privacy Policy which can be accessed here <https://deliveroo.com.au/privacy>.

2. Terms that apply to Vouchers only

Unless we tell you otherwise, vouchers offered in a particular country and currency cannot be used in a different country or currency. Vouchers are usually offered subject to conditions, such as time limits, geographic limits, limits to particular categories of customer (eg new customers), or for use only at a particular Partner Restaurant or for a particular Item. If conditions apply they will be stated when we offer the Voucher.

Some Vouchers are only available to new Deliveroo customers (“New Customer Vouchers”). That means that the Voucher is applied (subject to any other applicable conditions) automatically when the Customer registers a new Deliveroo account and will be redeemed when the Customer places their first eligible order. Deliveroo reserves the right to refuse to apply and/or allow you to redeem a new customer Voucher if you are registering a new account using credit card details or a delivery name and address already on our system.

Use of a Voucher in payment or part-payment may also be subject to specific conditions applicable to that Voucher only, such as a specific minimum order value or that the Voucher may only be redeemed at specific Partner Restaurants or on specific Items. If the order placed does not comply with the applicable conditions, the Credit may not be redeemed against that order. The payment page on our Site where you confirm your order for Items will show the total order value and the applicable Voucher, if any. If there is a

Voucher credit on your account which does not apply to your order, it will not appear on the payment page. At that point you will have the choice of paying in another way or cancelling the order.

Unless we tell you otherwise, all Vouchers must be redeemed within one calendar month of the date they are applied to your account.

Only one Voucher can be redeemed per order. Each Voucher can only be used once per customer. If you have more than one eligible Voucher applied to your account when you place an order, the Vouchers are redeemed in order of expiry date, with the Voucher expiring the earliest redeemed first.

Vouchers cannot be redeemed in conjunction with any other Deliveroo offer.

If you cancel an order made using a Voucher, the Voucher credit will not be restored to the account and the Voucher cannot be re-used. If the Voucher was a New Customer Voucher, you will no longer be a new customer and will not be eligible for any subsequent new customer Vouchers.

3. Terms that apply to Vouchers and Account Credit

Item orders are generally subject to minimum order values, which continue to apply regardless of whether payment or part-payment is by way of a Credit.

Credits cannot be exchanged for cash or any other alternatives and have no monetary value.

Any attempt to manipulate our Site and our offers of Credits by use of bulk entry via third parties or syndicates, macros, 'script', 'brute force', masking identity by manipulating IP addresses, using identities other than their own or any other automated means (including systems which can be programmed to enter), will render the order and the relevant Credit invalid. Deliveroo is entitled to take all reasonable steps to protect itself against fraudulent or invalid Credit redemptions, including requiring additional reasonable verification or closing the accounts of any customers it reasonably believes have carried out any such acts.

Deliveroo Plus Terms And Conditions

These T&Cs apply to you if you have a Deliveroo Plus subscription on your Deliveroo account. These do not replace the Terms and Conditions of Service for your Deliveroo account, which will continue to apply except to the extent these T&C vary them.

We know these T&Cs are quite long to read! You can find a summary in the Deliveroo Plus Customers FAQ sheet ("Customer FAQ") at <https://deliveroo.com.au/faq>

The Customer FAQ should not be used as a substitute for reading the Deliveroo Plus Terms and Conditions.

1. Deliveroo Plus

Deliveroo Plus is a customer program (“Deliveroo Plus”) offered to some Eligible Users at Deliveroo's discretion. It allows those Eligible Users to subscribe to obtain free delivery on Eligible Orders (as further described in section 2 below) through our Service.

Subscribers to Deliveroo Plus will receive free delivery on all Eligible Orders from Participating Restaurants (as further described in section 2) placed through our Service in Participating Cities (as further described in section 2). Deliveroo, acting in its sole discretion, may offer selected Eligible Users other types of benefits at its discretion (for example, restaurant offers, special promotions, memberships, or services) which may among other things depend on the Eligible User's location and/or frequency of use of the Service.

Occasionally we may make changes to Deliveroo Plus including the benefits available to you and/or these Terms. We will communicate any material changes to you prior to being implemented via email or by displaying a prominent notice on our Service (“Change Communication”). We will take your continued use of our Service following receipt of our Change Communication as acceptance of the relevant change. We recommend reading all Change Communications that we send you carefully.

If you do not want to continue with your Plus Subscription following receipt of a Change Communication you may cancel your Plus Subscription with immediate effect (see below).

2. Eligible Users, Eligible Orders and Participating Restaurants

Eligible Users

We may offer Plus and/or some aspects of Plus, including any Free Trial Period, to selected Eligible Users at our discretion.

To qualify as an Eligible User, you must meet the following criteria when you sign up for a Deliveroo Plus account and at all times during your Deliveroo Plus subscription:

You must:

- be 18 years of age or over;
- place orders primarily in a city that has been notified to you via the Service, or on the Deliveroo website as operating Deliveroo Plus (“Participating City”);
- sign up to Deliveroo Plus on your personal account (if you are a Deliveroo for Business customer, you will not be eligible to use your Deliveroo Plus benefits when you are using your company allowance to pay for an order);
- have a valid credit or debit card saved on your profile that is not already used to pay for a different Deliveroo Plus account (see Section 6 of these terms “Payment Method” for more details); and

- comply with any other criteria communicated to you at the time of signing up.

You may only use your Plus account primarily within the country in which you established your account.

Eligible Orders

Plus subscribers will receive free delivery on all Eligible Orders. ‘Eligible Orders’ are all orders that are placed with a Participating Partner Restaurant and meet the specified minimum order value. The minimum order value will be communicated to you at the time of subscribing to Plus and when placing orders on the Service. Minimum order values may vary from time to time and may differ between our Participating Restaurants. Deliveroo reserves the right to vary the minimum order value for any Participating Restaurant at any time in accordance with section 1.

Participating Restaurants

Deliveroo Plus is only available for orders with Participating Restaurants. Deliveroo in its sole discretion, may determine which Partner Restaurants are “Participating Restaurants” for Plus, and may change the Participating Partner Restaurants at any time. Any changes to Participating Restaurants may be notified to you in accordance with Section 1.

Fraudulent Activity

You must limit your Deliveroo account to your personal use, and not share your Deliveroo account details with any third party at any time during your Deliveroo Plus subscription. If we have reasonable grounds to suspect that you are not using your Plus account in accordance with these Terms Deliveroo may (in its sole discretion) immediately suspend or terminate your Deliveroo Plus subscription (along with any other steps Deliveroo is entitled to take in accordance with the Terms and Conditions of Service for your Deliveroo account).

3. To Sign Up

If Plus is available to you, you can sign up for Deliveroo Plus through our Service by:

- either logging online under the “My Account” section of your profile, from your order basket or after you have placed an order through our Service, where you will see a prompt with messaging related to Plus next to the delivery fee;
- tapping the promotion prompt to receive details (including pricing details) about Deliveroo Plus; and
- following the link from the Deliveroo Plus landing page.

4. Deliveroo Plus Fees

The Deliveroo Plus subscription is available for a periodic fee which will be communicated at the time of subscribing (“Deliveroo Plus Fee”). The Deliveroo Plus Fee may vary from customer to customer depending on what other services, restaurant offers, special promotional plans or memberships are offered in combination with free delivery at the time of signing up.

If you have been offered a Free Trial Period (“Free Trial Period”), you will not be charged the applicable Deliveroo Plus Fee for the duration of the Free Trial Period . After the Free Trial Period ends, you will be charged the Deliveroo Plus Fee at the relevant intervals for the remainder of your Deliveroo Plus Subscription Period in accordance with the terms and conditions set out in the “Payment and Billing” section below.

You acknowledge and agree that Deliveroo may vary the Deliveroo Plus Fee during your Deliveroo Plus Subscription Period. Any increase to your Deliveroo Plus Fee will be notified to you as described above. You acknowledge that you will be required to pay any Service Fees in accordance with section ten of the Terms.

5. Deliveroo Plus Subscription Period

Your Deliveroo Plus subscription period (“Deliveroo Plus Subscription Period”) will be communicated and chosen by you at the time of subscribing.

Subscriptions will automatically renew at the end of each Deliveroo Plus Subscription Period until your Deliveroo Plus membership is cancelled (by you) or terminated (by us) in accordance with these terms and conditions. Your first Deliveroo Plus Subscription Period will start on the day you sign up, or, if you are offered and eligible for a Free Trial Period, the day immediately following the date on which your Free Trial Period expires (“Start Date”).

6. Payment And Billing

- **Payment Method:** Payment for Deliveroo Plus must be made by a credit or debit card saved on your profile through our Service ("Payment Method"). If you have multiple payment methods on your profile, when you sign up, you will be notified as to which Payment Method will be charged with the applicable Deliveroo Plus Fee.
- **Payment options:** Any payment options we have available will be communicated to you at the time of subscription.
- **Editing/Changing Payment Method:** You may edit/change your Payment Method by logging into either the Deliveroo Website or App and selecting “My Account” and then “Deliveroo Plus”. You cannot delete a Payment Method associated with your Deliveroo Plus account, unless you replace it with another Payment Method. To do this, you must first add a new Payment Method to your Deliveroo account and then replace the existing Payment Method associated with your Deliveroo Plus account with the new Payment Method. Alternatively, you can cancel your Deliveroo Plus subscription and following

such cancellation you will be able to delete your Payment Method. If you added the Payment Method to your account when you signed up to Deliveroo, it will be automatically removed when you cancel.

- **Failed Payment:** If payment of the applicable Deliveroo Plus Fee is not successfully settled, due to expiration of your Payment Method, insufficient funds or otherwise, and you do not edit the Payment Method information within 24 hours of being notified of a failed payment Deliveroo will cancel your Deliveroo Plus subscription effective immediately and you will no longer receive the Deliveroo Plus service. You will remain responsible for any uncollected amounts. If we cannot charge you, we reserve the right, but are not obligated, to terminate your access to our Service or any portion of it.
- **Recurring Billing:** By starting Deliveroo Plus, you authorise us to charge you for a recurring Deliveroo Plus Fee at the current applicable rate within 24 hours of the first day of each Deliveroo Plus Subscription Period, provided that you will not be charged any amounts for the provision of the Deliveroo Plus service during any Free Trial Period. You acknowledge that any Deliveroo Plus Fee billed to you may vary for reasons that may include differing amounts due to promotional offers and you authorise us to charge your Payment Method for varying amounts.
- **Billing of your First Deliveroo Plus Fee:** Your first Deliveroo Plus Fee will be charged on the Start Date.
- **Refunds:** Deliveroo Plus Fees are non-refundable, except in the following exceptional circumstances: if we notify you in a Change Communication that you are entitled to a refund, if you cancel your Deliveroo Plus Subscription in accordance with the provisions below and we subsequently take payment of the Deliveroo Plus Fee from your Payment Method; if you cancel your Deliveroo Plus membership within the Cooling-Off Period; or if your Deliveroo Plus Subscription is cancelled prior to the end of a Deliveroo Plus Subscription Period for which you have incurred a charge, due to your relocation to a country outside of the Australia, disability or death.
- **Price Changes:** We reserve the right to adjust pricing of your Deliveroo Plus membership at any time. Any price changes to your Deliveroo Plus membership will take effect on your next Deliveroo Plus Subscription Period. We will notify you of any change in price via a Change Communication. Subject to applicable law, if following a Change Communication you continue to use the Service after the price change has taken effect, you will be deemed to have accepted the new price. If you do not accept the new price, you must cancel your Plus Subscription before the price change is implemented.

7. Managing Your Deliveroo Plus Account

All information relating to your Deliveroo Plus membership will be contained in the “My Account” section of your profile under “Deliveroo Plus”. From here, you will be able to view the remaining time on your Free Trial Period, cancel your Deliveroo Plus membership and update your Payment Method.

8. Cancellation

Cancellation of Deliveroo Plus: You may terminate your Deliveroo Plus subscription at any time. Following cancellation, you will continue to receive the Deliveroo Plus service for the duration of your current Deliveroo Plus Subscription Period. If you cancel a free trial the Plus benefits will cease immediately. If you cancel within your Cooling Off Period you will be entitled to a full refund.

Cooling Off Period: You have a right to cancel a Deliveroo Plus membership during the Cooling-Off Period. The Cooling-Off Period will expire either:

- after 14 days from the day of your initial sign up date or
- at the expiry of the Free Trial Period.

Exercising Your Right to Cancel: To exercise the right to cancel under this section, you may either use the option within “My Account” area of your profile or you must inform our Customer Support Team by email (at support@deliveroo.com.au) of your decision to cancel your Deliveroo Plus membership by clear statement.

Reimbursement: If you cancel your Deliveroo Plus membership during the Cooling-Off Period, we will reimburse you for the payment you have made at the date of cancellation. If a reimbursement is due and payable to you, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract using the same means of payment as you have used to pay your Deliveroo Plus Subscription Fee.

9. Termination Or Modification

You agree that Deliveroo, in its sole discretion, may terminate, deactivate and/or suspend any account (or part thereof) you may have with us or use of the Service and remove and discard all or part of your account and/or discontinue, modify or alter any aspect, feature or policy of the Service or Deliveroo Plus. In the event that Deliveroo terminates, deactivates and/or suspends your account (for any reason other than in relation to a breach of these Terms and Conditions) Deliveroo will reimburse your Fee on a pro-rata basis.

10. Free / Limited Time Trial Offers

- **Trial Offer Availability:** From time to time, we may offer a no payment, fixed period, trial of our Deliveroo Plus membership (“Free Trial Period”) to some Eligible Users. Terms and conditions shall apply for each trial offer. The Free Trial Period is intended to allow new members and certain former members to try Plus.
- **Eligibility:** Eligibility for a Free Trial Period is determined by Deliveroo at its sole discretion. To prevent fraudulent activity and abuse of the Free Trial Period we may limit eligibility or duration. We reserve the right to revoke the Free Trial Period and put a hold on your account in the event that we determine that you are not eligible.

- **End of Free Trial Period:** At the end of the Free Trial Period, you shall be required to pay the Deliveroo Plus Fees. If you do not want to automatically pay the Deliveroo Plus Fee you must cancel your subscription within the Cooling Off Period. You can cancel the trial offer at by logging into your account or by contacting Customer Services. Each Eligible User will only be entitled to one Free Trial Period. If you cancel your Deliveroo Plus subscription at any time in the future, any future subscription to Deliveroo Plus that uses the same Deliveroo account, phone number, or credit card associated with your first Deliveroo Plus subscription will not be entitled to receive an additional Free Trial Period.
- **Providing mobile unique number:** You will need to provide us with a unique valid mobile phone number. By providing this number you consent to us sending you a one-time verification code which you will be asked to provide back to us as part of the registration process and in order to activate the trial offer. If you do not have a valid mobile phone number you will not be able to participate in our trial offer. We will only be able to accept a mobile phone number on one (1) occasion as a means of validating a trial offer. Failure to provide a valid mobile phone number will result in your request to participate in the trial offer being declined. Please note that while we do not charge you for the SMS, your mobile standard messaging rates may apply. If you have any questions regarding privacy, please read our privacy policy at: <https://deliveroo.com.au/privacy>
- We reserve the right, in our absolute discretion, to withdraw or to modify our free trial offer at any time without prior notice and without liability, to the greatest extent permitted under law.

Deliveroo Plus Restaurant Offer Terms & Conditions

1. These Terms and Conditions apply to any restaurant voucher codes provided in connection with a restaurant offer, which may be made available to Deliveroo account holders with a Deliveroo Plus Subscription from time to time (Restaurant Offers).
2. The offer amount, participating restaurant(s), and any other specific terms (for example, any minimum spend requirements, or specific menu items to which the offer relates) will be specified at the time any Restaurant Offer is communicated to the customer.
3. If a customer cancels their Deliveroo Plus subscription during the Free Trial period, the Restaurant Offer will expire immediately. If a customer cancels their Deliveroo Plus subscription during the paid period, the Restaurant Offer will expire at the end of the last day of the customer's Deliveroo Plus Subscription Period (see the <https://deliveroo.com.au/legal> for further detail).
4. A Restaurant Offer can only be redeemed if the relevant order is made from a postcode that includes the participating restaurant(s).
5. Age restricted products will only be supplied to those aged 18+.
6. Restaurant Offers cannot be exchanged for cash or any other alternatives and have no monetary value.
7. Cancelled orders will invalidate the use of the Restaurant Offer.

8. Any attempt to manipulate the system and use of Restaurant Offers by use of bulk entry via third parties or syndicates, macros, 'script', 'brute force', masking identity by manipulating IP addresses, using identities other than their own or any other automated means (including systems which can be programmed to enter), will render the order and use of that Restaurant Offers invalid and may potentially lead to that account being closed down.
9. If for any reason a Restaurant Offer becomes invalid due to technical failures or any other causes beyond the control of the Deliveroo, or a meal or restaurant becomes unavailable, Deliveroo reserves the right (subject to any written directions given under applicable law) to cancel, suspend or modify the campaign that is related to that Restaurant Offer and not re-issue any additional Restaurant Offer to affected customers.
10. Deliveroo reserves the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid redemptions including, without limitation, to require further verification as to the identity, age, and other relevant details of a customer.
11. By redeeming the Restaurant Offer, customers agree to release Deliveroo from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the campaign or with the acceptance or possession of any order (except death or personal injury caused by Deliveroo's negligence, for fraud, or otherwise as prohibited by law).
12. All meals and restaurants are subject to availability.
13. All other registration and Deliveroo delivery terms and conditions, and the [Deliveroo Plus Terms and Conditions](#) apply – please see these on this page for more information.

Deliveroo Corporate Gift Card Terms and Conditions

Last updated: 29 March 2021

This page sets out the terms that apply to Gift Cards supplied by Deliveroo Australia Pty Ltd (“**Deliveroo**”), a company registered in Australia with ABN 73 607 915 640. Our registered address is Level 1, 161 Collins St Melbourne VIC 3000.

Please read these terms carefully before purchasing or using any Gift Card on our Service. By purchasing or using a Gift Card, you confirm your acceptance of these terms. We may change these terms from time to time, so we recommend that you check back regularly.

All Gift Cards are issued and fulfilled by Deliveroo. Direct sales to consumers on <https://deliverooaus.launchgiftcards.com> are managed by Launch Gift Cards, Inc (“**LGC**”). LGC is incorporated in Delaware, with its offices located at 16501 Ventura Blvd Suite 410 Encino, CA 9143. Deliveroo may also work with other third party resellers from time to time at its discretion.

These Gift Card terms and any contractual or non-contractual dispute or claim arising out of them are governed by the laws of Australia and subject to the exclusive jurisdiction of the Australian courts.

These terms have two parts:

1. **Terms about purchasing Gift Cards**
2. **Terms about using Gift Cards**

Terms about purchasing Gift Cards

1. Who can purchase Gift Cards?

You are eligible to place an order for the purchase of Deliveroo Gift Cards (“**Order**”) for use in Australia if you comply with these terms. Orders may be subject to a minimum and/or maximum Order value. Deliveroo may refuse an Order in its discretion, including if Deliveroo believes an Order is not a genuine purchase.

2. Payments

Payment for your Order must be made via credit card, charge card or debit card or, if available, via bank transfer at the time that the Order is placed. If any fees apply to your purchase of Gift Cards, you will be notified at the time of purchase.

Exceptionally, we may agree to accept payment after the time of Order - this is always subject to our written approval and may be subject to credit checks. If we do give this approval, payment must be made within 14 days of the placement of the Order.

3. Delivery of Gift Cards

Deliveroo is under no obligation to issue any Gift Cards until full payment for your Order has been received. Title to a Gift Card passes to you on Deliveroo’s receipt of full payment.

All digital Gift Cards will be sent to you by email and all physical Gift Cards will be sent to you by post. Risk in a Gift Card passes to you upon delivery. If there are any issues with your Order, you must notify Deliveroo within 72 hours of delivery.

4. Refunds

Purchases of Gift Cards are non-refundable, subject to the statutory consumer guarantees under the law. Nothing in these terms can, or is intended to, limit or remove those rights.

Deliveroo reserves the right not to fulfil a Gift Card that has not been redeemed, in which case the purchaser will be refunded.

5. Cancellation

In the event that, in respect of business purchasers:

- you make any voluntary arrangement with your creditors or become the subject of any administration, liquidation or winding up order;
- a receiver or administrative receiver is appointed over your assets;

- you suspend or threaten to suspend any payments hereunder or threaten to cease to carry on business; or
- Deliveroo reasonably considers that you are about to suffer any of the events above,

Deliveroo may cancel its contracts with you, suspend any further Gift Card orders from being placed or fulfilled and deactivate any Gift Cards which have not been paid for, without liability to you.

6. Limitation of Liability

Deliveroo will not be liable, in respect of business purchasers, in contract, tort (including, without limitation, negligence) or otherwise pursuant to or in connection with these terms for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special, indirect, inconsequential, exemplary, incidental or punitive losses,

suffered or incurred by you out of or in connection with the provision of any Gift Cards or under these terms. In the event that a Gift Card does not work, your sole remedy and our sole liability will be the replacement of the Gift Card.

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence or fraud.

7. Use of Deliveroo Brand

You may not use any trade mark, logo, service mark, designation, product image or any other trading name or get-up of Deliveroo (“**Deliveroo Brand**”) without our prior written consent. We may withdraw such consent at any time by notifying you.

8. Privacy Policy

Deliveroo’s privacy policy (available on <https://deliveroo.com.au/privacy>) explains how we collect or handle personal information.

9. General

In addition to these terms, the general Deliveroo terms and conditions found on <https://deliveroo.com.au/legal> will apply to your purchase of Gift Cards.

A person who is not a party to these terms and conditions will acquire no rights to enforce or take the benefit of any of these terms.

Deliveroo reserves the right to prevent third parties from distributing, reselling or advertising its Gift Cards, at its own discretion.

10. Contact

Contact corporate@deliveroo.com.au (if you are a business) or LGC's support team at deliverooaus@launchgiftcards.com (if you are a consumer) for further details or if you have any questions.

Terms about using Gift Cards

1. What can Gift Cards be used for?

Deliveroo Gift Cards may only be redeemed for purchases of menu items from <https://deliveroo.com.au/> or the Deliveroo AU app.

Gift Cards cannot be:

- topped up or reloaded;
- redeemed alongside promotional codes or promotional vouchers;
- used to pay for subscriptions (e.g. for Deliveroo Plus) or to purchase Deliveroo Gift Cards;
- redeemed for cash;
- resold or transferred for value; or
- transferred to another Deliveroo account, once redeemed.

2. When does my Gift Card expire?

Your Gift Card expires on the date stated on the email in which the Gift Card was delivered by us. If there is no expiry date specified (or the date stated on the email in which the Gift Card was delivered is less than 3 years after the date your Gift Card was purchased) Gift Cards will expire 3 years after the date the Gift Card was purchased. You will be unable to use any Gift Card not redeemed before this expiry date.

Once you redeem your Gift Card, you must use that credit before the expiry date of the Gift Card. Any credit that has not been spent by the expiry date will be cancelled and will no longer be available in your Deliveroo account.

3. How do I redeem my Gift Card?

To redeem your Gift Card, enter the unique code on the Gift Card at the checkout when you place your next order and your Deliveroo account will be credited with the amount loaded on your Gift Card. Once credited to a Deliveroo account Gift Cards are non-refundable and non-transferable. In addition, we reserve the right to only talk to the Deliveroo account holder about the Gift Card once it has been redeemed..

4. What happens if my order is for more or less than my Gift Card balance?

If your purchase exceeds your total credit, the rest of your order must be paid with another payment method accepted under our general terms (see <https://deliveroo.com.au/legal>).

If your purchase is less than your total credit, the balance of your credit will remain available on your account for future purchases. To view your credit balance, visit your Deliveroo account.

5. What happens to my credit if my Order is cancelled?

If you use credit (in full or in part) to pay for your Deliveroo order and your order is cancelled or you are entitled to a refund, your refund will be issued to you in the same form as the original payment was made (ie as a credit). There will be no monetary exchange for returned or cancelled orders made with credit.

6. What happens if my Gift Card is lost, stolen or destroyed?

Please look after your Gift Card. Deliveroo is not responsible if any Gift Card is lost, stolen, or used without your permission and if this happens your Gift Card will not be replaced.

7. Fraud and abuse

Deliveroo is not responsible for gift cards sold or distributed by an unauthorised third party.

If a Gift Card is used in a manner that breaches the law or these terms, or a Gift Card which we know or suspect was obtained fraudulently is redeemed and/or used to make purchases on our service, Deliveroo may:

- suspend or close the affected customer account. Any credit remaining on the affected customer account will be cancelled and is non-refundable;
- cancel any Gift Cards; and/or
- take legal action.

8. Deliveroo General Terms

When you use your Gift Card on our website or our app, the general Deliveroo terms at <https://deliveroo.com.au/legal> will also apply.

9. Privacy Policy

Deliveroo's privacy policy (available on <https://deliveroo.com.au/privacy>) explains how we use your personal information.

10. How do I get help?

If you are having any issues with your Gift Card, please contact our support team at corporate@deliveroo.com.au (if you are a business) or or LGC's support team at deliverooaus@launchgiftcards.com (if you are a consumer).

Pick-up Terms Of Service

This section (together with the documents referred to in it) tells you the terms (the “**Terms**”) which apply when you order any menu items (the “**Items**”) from our deliveroo.com.au website or mobile applications and related services (each referred to as an “**Application**”) to be collected by you from the relevant restaurant (each a “**Pick-up Order**”).

Please read these Terms carefully before placing any Pick-up Orders on our Application. If you have any questions relating to these Terms please contact support@deliveroo.com.au before you place a Pick-up Order. If you are a consumer, you have certain legal rights when you order Items using our Application. You can find more information about these rights at: <https://www.accc.gov.au/consumers/consumer-rights-guarantees>. Your legal rights are not affected by these Terms, which apply in addition to them and do not replace them. By setting up your Deliveroo account, you confirm that you accept these Terms.

1. Information About Us

Deliveroo.com.au is operated by Deliveroo Australia Pty Ltd ACN 607 915 640 a company incorporated in Australia and whose registered office is Level 2, 161 Collins Street, Melbourne VIC 3000. Our ABN is 73 607 915 640. You may contact us at support@deliveroo.com.au or by using the instant messaging facility on our Application.

2. Purpose

Our objective is to link you to the restaurants we partner with (“**Partner Restaurants**”) and allow you to order Items for collection (our “**Service**”). Where you order from a Partner Restaurant, Deliveroo acts as an agent on behalf of that Partner Restaurant to conclude your Pick-up Order from our Application and to manage your experience throughout the order process. Once you have placed a Pick-up Order, you will be required to collect your Items directly from the Partner Restaurant at the location specified in the Application (the “**Pick-up Location**”). In some cases, the Partner Restaurant may be owned by or affiliated with us.

3. Your Account

Before you can place Pick-up Orders using our Application, you need to open a Deliveroo account. If you have a Deliveroo account for delivery orders, you will use the same account for Pick-up Orders. If you open an account for Pick-up Orders, you will also use that account for delivery orders. When you open an account you may create a password, or other secure login method, and may also have to provide credit card details. You must keep any password you create, or other secure login method, secret, and prevent others from accessing your email account or mobile phone. If another person uses these methods to access your account, you will be responsible to pay for any Items they order, and we are not responsible for any other losses you suffer, unless the person using your password obtained it because we did not keep it secure.

You may close your account at any time by requesting to do so in your account section of our website or contacting us using the contact details above. We may suspend your access to your account, or close it permanently, if we believe that your account has been used by someone else. We may also close your account if in our opinion you are abusing our Service (for example, by applying for refunds or credit to which we do not consider you are entitled, making repeated unreasonable complaints, mistreating our staff, or any other good reason). If we close your account permanently we will refund any remaining account credit you have validly obtained from our customer service team or Application following any issue with a Pick-up Order, by applying a credit to your registered credit card, or if that is not possible for any reason, by way of a bank transfer using bank details (provided you have supplied them to us).

4. Service Availability

You will be able to place Pick-up Orders from a range of Partner Restaurants within a prescribed area, based on proximity to your current location on the Application. Our Partner Restaurants each decide their own operating hours. That means that the availability of our Service, and the range of Partner Restaurants from which you can order to pick-up, depends on the Partner Restaurants in your area. If you try to place a Pick-up Order outside the operating hours of a Partner Restaurant, or the Application is otherwise unavailable for any reason, we will notify you that ordering will not be possible.

5. Pick-up Orders

When you place a Pick-up Order through our Application, it needs to be accepted by us or the Partner Restaurant before it is confirmed. Your Pick-up Order may be rejected at any time. Our Partner Restaurants may, for example, reject your Pick-up Order if they are too busy or the Items you have ordered are temporarily unavailable.

We will send you a notification if your Pick-up Order has been accepted (the "**Confirmation Notice**"). The contract for the supply of any Item you have ordered comes into existence when we send the Confirmation Notice. You are responsible for paying for all Items ordered using your account and for complying with these Terms, even if you have ordered the Item for someone else. Some Partner Restaurants operate a minimum order value policy. This will be displayed on our Application. All Items are subject to availability.

Partner Restaurants may use nuts or other allergens in the preparation of certain Items. Please contact our Partner Restaurant prior to ordering if you have an allergy. Deliveroo cannot guarantee that any of the Items sold by our Partner Restaurants are free of allergens.

6. Pick-up

When you place a Pick-up Order which is accepted by the Partner Restaurant, the Partner Restaurant will tell you the time when your Items are expected to be ready for pick-up ("**Target Pick-up Time**"). The Target Pick-up Time is not guaranteed by either us or our

Partner Restaurants. You will be required to collect your Items directly from the Partner Restaurant at the Pick-up Location. You must arrive at the Partner Restaurant to collect your Items at or just before the Target Pick-up Time. Our Partner Restaurants will hold your Items for you for 30 minutes after the Target Pick-up Time. If you fail to collect your Items within 30 minutes after the Target Pick-up Time, the Partner Restaurant may dispose of your Items. You will still be charged for the Item in the event you fail to pick-up your Item from the Partner Restaurant.

Unfortunately despite our, and our Partner Restaurants', best efforts things do not always go to plan and there may be times when your Items are not ready for pick-up at the Target Pick-up Time. If your order is not ready more than 15 minutes after the Target Pick-up Time, we will work with you to make things right unless you have caused the delay (e.g. because you changed your Pick-up Order after it was confirmed).

7. Your Rights if Something is Wrong With Your Items

You have a legal right to receive goods which comply with their description, which are of acceptable quality and which comply with any specific requirements you tell us about (and we agree to) before you place your Pick-up Order. If you are still at the Pick-up Location and you believe that the Items you have picked up do not comply with these legal rights, please raise this issue with the Partner Restaurant directly so they can try to resolve your issue.

If you have left the Pick-up Location by the time that you believe the Items you have picked up do not comply with your legal rights, or if the Partner Restaurant is unable to resolve your issue in the first instance, then please let us know. We may request a photograph showing the problem if it is something that can be seen by inspecting the Items. We will provide a refund or account credit in respect of the affected part of the Item, unless we have reasonable cause to believe that the problem was caused after pick-up.

Prior to processing your refund or account credit, we may take into account relevant factors including the details of the Pick-up Order, your account history, what happened on or immediately after pick-up and information from the Partner Restaurant.

8. Age Restricted Products

Age restricted products (including, without limitation, alcohol, tobacco and cigarettes) can only be sold to persons aged 18 or over. By placing a Pick-up Order for an age restricted product, you confirm that you are at least 18 years old. Deliveroo operates the Challenge 25 age verification policy whereby customers who look younger than 25 years old will be asked by the Partner Restaurant to provide proof that they are aged 18 or over. Partner Restaurants may refuse to sell any age restricted product to any person who does not look aged 25 unless they can provide valid photo ID proving that they are aged 18 or over. The Partner Restaurants may also refuse to sell alcohol to any person who is, or appears to be under the influence of either alcohol or drugs. If the sale of any age restricted product is refused, and the Partner Restaurant confirms to Deliveroo that the

relevant Item was not provided to you, Deliveroo will process a refund for the relevant Item to the card from which you paid for your Pick-up Order. If you paid for your Pick-up Order in cash at the Partner Restaurant, the Partner Restaurant will process the refund for you.

Deliveroo supports the responsible service of alcohol.

(Victoria Liquor Licence No. 36140565; Victoria Liquor Licence No. 36143466)

9. Cancellation

You may cancel a Pick-up Order without charge at any time before the Restaurant Partner has started preparing the food (a "**Started Order**"). If you wish to cancel a Pick-up Order before it becomes a Started Order, please contact us immediately via our Application. If the Partner Restaurant confirms the Pick-up Order was not a Started Order, we will refund your payment (excluding any discount, or Voucher that was applied to the Pick-up Order - see Voucher and Account Credit Terms for more detail). If you cancel any Pick-up Order after it becomes a Started Order, you will be charged the full price for the Items.

Deliveroo and the Partner Restaurant may notify you that a Pick-up Order has been cancelled at any time. You will not be charged for any Pick-up Orders cancelled by us or the Partner Restaurant, and we will reimburse you for any payment already made using the same method you used to pay for your Pick-up Order. We may also apply credit to your account to reflect the inconvenience caused.

10. Prices, Payment and Offers

Prices include GST. You confirm that you are using our Service for personal, non-commercial use. Deliveroo may operate dynamic pricing some of the time, which means that prices of Items may change while you are browsing. Prices can also change at any time at the discretion of the Partner Restaurants. We reserve the right to charge a Service Fee, which may be subject to change, for the provision of our Services. You will be notified of any applicable Service Fee and taxes prior to purchase on the checkout page on our Application. No changes will affect existing confirmed Pick-up Orders, unless there is an obvious pricing mistake. Nor will changes to prices affect any Pick-up Orders in process and appearing within your basket, provided you complete and place the Pick-up Order within 2 hours of creating the basket. If you do not conclude the Pick-up Order before the 2 hour cut-off, the items will be removed from your basket automatically and the price change will apply if you re-add the relevant items to your basket. If there is an obvious pricing mistake we will notify you as soon as we can and you will have the choice of confirming the Pick-up Order at the original price or cancelling the Pick-up Order without charge and with a full refund of any money already paid.

The total price of your Pick-up Order will be set out on the checkout page on our Application, including the prices of Items and applicable Service Fees and taxes.

We are authorised by our Partner Restaurants to accept payment on their behalf and payment of the price of any Items to us will fulfil your obligation to pay the price to the Partner Restaurant. Payment for all Items can be made on our Application by credit or debit card, or such other payment method made available by Deliveroo. Once your Pick-up Order has been confirmed, your credit or debit card will be authorised and the total amount marked for payment. Payment is made directly to Deliveroo acting as agent on behalf of the Partner Restaurant only. Payment may also be made by using vouchers or account credit. Use of these is subject to Deliveroo's Voucher and Account Credit Terms.

In some cases, you can alternatively make your payment in cash directly to the Partner Restaurant by paying the driver at the time of pick-up. Where cash payment is possible, this will be made clear on our Application before you place your order. Otherwise, all payments for Pick-up Orders must be made on our Application by credit or debit card, or such other payment method made available by Deliveroo.

Unless you are permitted to make your payment in cash directly to the Partner Restaurant (in which case you will pay for your Pick-up Order at the time of pick-up), you are not required to make any further payments when you pick-up your Pick-up Order from the relevant Partner Restaurant. In the unlikely event that a Partner Restaurant requests additional payments from you on pick-up, do not make any such payment and contact us immediately through the Application. We have no liability for any payments you make to a Partner Restaurant when collecting your Pick-up Order.

Partner Restaurants sometimes make special offers available through our Application. These are visible when you look at a Partner Restaurant menu. These offers are at the discretion of the Partner Restaurants. Unless the offer terms state a fixed or minimum period for which an offer will be available, it can be withdrawn at any time, unless you have already placed an order based on the offer and we have sent the Confirmation Notice.

11. Our Responsibility for Loss or Damage That You Suffer

We acknowledge that the *Competition and Consumer Act 2010* (Cth) and other legislation implies or imposes statutory consumer guarantees, warranties and conditions into contracts for the supply of goods and services to consumers that can't be excluded. Nothing in these Terms is intended to exclude or restrict the application of such non-excludable terms to these Terms.

Accordingly, nothing in these Terms affects any rights that you may have which we can't by law exclude. If Deliveroo breaches a non-excludable term or condition, it will be liable for that breach.

However, to the extent permitted by law, any liability of Deliveroo is limited to the re-supply of the relevant Item, or payment of the cost of re-supplying the relevant goods or services again.

Subject to the information set out above in this clause 11, and to the maximum extent permitted by law:

- we expressly disclaim any and all guarantees, conditions, warranties and liabilities with respect to type, acceptability, the fitness for purpose of our Services, the Application and its contents;
- we make no representation or warranty of any kind regarding the availability, correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Services or the Application or its contents. Your use of the Application is at your own risk;
- we will not be liable to you or any other person in connection with the Services, the Application or any Items obtained through them for any direct, indirect, incidental, special, consequential or punitive loss or damage, loss of profits, loss of actual or anticipated savings, loss of revenue, expectation, business, savings, data or unavailability of systems, other economic loss or other losses, whether arising under contract, statute, tort (including negligence) or otherwise;
- we will not be liable for any use of or access to, or any inability to use or access, the Application or the Services, unless such loss arises as a result of our own negligence or wilful misconduct.

Our liability to you for any loss or damage of any kind arising out of these Terms will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage whether our liability is in contract, tort (including negligence), under any statute or otherwise.

12. Data Protection

All personal information that you supply in connection with the Application will be collected, used, disclosed and managed by us in accordance with our Privacy Policy which can be found at <https://deliveroo.com.au/privacy>. You consent to Deliveroo dealing with your personal information in accordance with the Privacy Policy.

13. Other Terms

If either we or you have any right to enforce these Terms against the other, that right will not be lost even if the person who has the right delays enforcing it, or waive their right to enforce it in any instance. If a court or other authority decides that any part of these Terms is illegal or ineffective, the rest of the terms will be unaffected and will remain in force.

We may change these Terms from time to time. If we make any changes which affect your rights in relation to our Service, we will notify you. Changes to the Terms will not affect any orders you have placed where we have sent the Confirmation Notice.

These Terms are governed by the laws of the state of Victoria and you agree to submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

Deliveroo New User Offers

Terms and Conditions

From time to time, Deliveroo may make special offers available to new users of our platform.

1. You may only be entitled to one new user offer.
2. You must be a new customer of Deliveroo who does not currently have a Deliveroo account. If you have previously had a Deliveroo account you will not be eligible.

Referral Program

Terms And Conditions

1. This Referral Program is open to selected Deliveroo customers ('you'/'user') aged 18 or over who have made at least 1 Deliveroo order. These Referral Program Terms apply to your participation in the Referral Program. These Referral Program Terms apply together with the Deliveroo Terms and Conditions of Service, together with the Voucher and Account Credit Terms. In the case of any inconsistency, the following order of precedence will apply: (i) Deliveroo Terms and Conditions of Service; (ii) Voucher and Account Credit Terms; and then (iii) Referral Program Terms. Capitalised words used in these Referral Program Terms have the same meanings as in our Terms and Conditions of Service unless they are defined in these Referral Program Terms.
2. We will notify you by email that you are eligible for the Referral Program. The email will include a unique link. Simply share your unique link with a friend or relative (aged 18 or over) who does not live at the same address as you and who you think would benefit from the Deliveroo service (a "referral"). If anyone to whom you give a referral goes on to place a Deliveroo order using that unique link, we will apply to your account the amount of Deliveroo Voucher credit stated in the email we sent to you with the unique link. It may take up to seven days after your relative or friend places a referral order before the Voucher credit is applied to your account. Voucher credits received under the Referral Program can be redeemed at any Partner Restaurant and expire automatically within the period stated in the promotional materials or other associated Deliveroo materials.
3. Unique links may only be used for personal and non-commercial purposes. This means that you can share your unique link with your personal connections via your own social media accounts (eg your personal Facebook, Twitter or Instagram account) but not on sites where you are a contributor but not the account owner (eg Facebook business accounts or groups, Wikipedia, Google Reviews, coupon websites). Promoting your referral code via Search Engine Marketing (eg AdWords / Yahoo / Bing) is also not allowed. If we become aware that you have made your unique link available in any of these ways we may deactivate it without telling you. We will not be responsible for any losses you suffer if we deactivate your account for this reason.

4. We may change or discontinue the Referral Program at any time. We will give advance notice of discontinuance on our Site. Voucher credit already applied to your account as a result of referrals will remain available for the period as stated in Clause 2 above, even if the Referral Program is discontinued.
5. Referral credits are Vouchers and are therefore subject to the above Voucher Terms and Conditions.
6. You may receive a Voucher credit for up to a maximum of 100 referrals. We reserve the right to change the maximum number of referrals for which Voucher credit is awarded at any time, though you will receive Voucher credit for any referral orders placed by your relatives or friends before the change.
7. The Promoter is Deliveroo Australia Pty Ltd (ACN 607 915 640), Level 2, 161 Collins Street, Melbourne, Victoria, 3000, Australia.

Australia ▼

Terms and Conditions - Australia

DoorDash Consumers

Updated Terms and Conditions Agreement

Effective: August 30, 2019

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. THE TERMS AND CONDITIONS (“AGREEMENT”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND DOORDASH TECHNOLOGIES AUSTRALIA PTY LTD ACN 634 446 030, AN AUSTRALIAN CORPORATION (“COMPANY”).

WE DRAW TO YOUR ATTENTION IN PARTICULAR THE FOLLOWING SECTIONS.

SECTION 3 OF THIS AGREEMENT CONTAINS PROVISIONS RELATING TO OUR USE OF CERTAIN USER CONTENT.

SECTION 11 OF THIS AGREEMENT CONTAINS PROVISIONS WHICH LIMIT OUR LIABILITY TO YOU.

SECTION 12 OF THIS AGREEMENT REQUIRES YOU TO CONSENT TO OUR PRIVACY POLICY.

SECTION 13 (<https://www.doordash.com/terms/#section12>) OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, SECTION 13 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE

SECTION 13 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

By accessing or using the website located at <https://www.doordash.com/> (<https://www.doordash.com/>) (“**Website**”) in any way, downloading, installing or using the Company’s mobile application (“**Application**”) or any other software supplied by the Company (collectively, with the Application, the “**Software**”), accessing or using any information, services, features or resources available or enabled via the Website or Software (each, a “**Service**” and collectively, the “**Services**”), clicking on a button or taking similar action to signify your affirmative acceptance of this Agreement, or completing the DoorDash account registration process, you hereby represent that: (1) you have read, understand, and agree to be bound by this Agreement and any future amendments and additions to this Agreement as published from time to time at <https://www.doordash.com/terms/> (<https://www.doordash.com/terms/>) or through the Services; (2) you are of legal age in the jurisdiction in which you reside to form a binding contract with Company; and (3) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any company, organisation or other legal entity you have named as the user during the DoorDash account registration process and to bind that company, organisation or entity to the Agreement. The terms “you,” “user” and “users” refer to all individuals and other persons who access or use the Website, Software, and/or Services, including, without limitation, any companies, organisations or other legal entities that register accounts or otherwise access or use the Services through their respective employees, agents or representatives. **Except as otherwise provided herein, if you do not agree to be bound by the Agreement, you may not access or use the Website, the Services, or the Software.**

Subject to Section 13(h) of this Agreement, the Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Website, Software or Services at any time, effective upon posting of an updated version of this Agreement on the Website or Software. If we make any material changes to this Agreement, we will notify you by email at the email address that you have provided to us. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes. If you do not agree to these modifications, you should immediately cease using the Website, Software and Services.

The Company makes available a network of independent third-party contractors (“**Dashers**”) who provide delivery services to our users and the food or beverage service providers available through our Services (“**Food Service Providers**”). It is up to each Dasher to provide such delivery services. The Food Service Providers also operate independently of the Company. When you order any food, beverages or other items (an “**Order**”) from a Food Service Provider via the Service, that Order will be fulfilled by the relevant Food Service Provider (and not by the Company). The Services are a marketplace to help you place an order with the Food Service Provider and have that order delivered by a Dasher. The Company will not assess the suitability, legality or ability of any Dasher or Food Service Provider. The Company is not responsible for the Food Service

Providers' Order, or any food or beverage preparation or safety, and does not verify their compliance with applicable laws or regulations. The Company has no responsibility or liability for acts or omissions by any third-party Food Service Provider or Dasher, other than as stated herein.

1. User Representations, Warranties and Covenants

By using the Services, you expressly represent and warrant that you are legally entitled to enter this Agreement. Your participation in using the Services is for your sole, personal or internal business use. When using the Services, you agree to comply with all applicable laws from your home nation, and the country, state and city in which you are present while using the Services and in which the Services occur.

You may only access the Services using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. The Company is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software for your device. The Company reserves the right to terminate your use of the Software and/or Services should you be using the Software or Services with an incompatible or unauthorized device.

By using the Services, you agree that:

(a) You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes.

(b) You will not use the Services to cause nuisance, annoyance or inconvenience.

(c) You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Food Service Provider, user or Dasher, unless the Company has given you permission to do so in writing.

(d) You will not copy or distribute the Software or any content displayed through the Services without prior written permission from the Company.

(e) You will not create or compile, directly or indirectly, any collection, compilation, or other directory from any content displayed through the Services except for your personal, non-commercial use.

(f) The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.

(g) You are aware that when requesting Services by SMS text messages, standard messaging charges will apply.

(h) You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Services.

- (i) You will only use the Services for your own use and will not resell either the Software or Services to a third party.
- (j) You will not use the Website or Software in any way that could damage, disable, overburden or impair any Company server, or the networks connected to any Company server.
- (k) You will not attempt to gain unauthorized access to any part of the Website or Software and/or to any service, account, resource, computer system and/or network connected to any Company server.
- (l) You will not deep-link to the Website or Software, or access the Website or Software manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy or monitor any portion of the Website or Software, or any content on the Website or Software, unless the Company has given you permission to do so in writing.
- (m) You will not copy any content displayed through the Services, including but not limited to Food Service Providers' menu content and reviews, for republication in any format or media.
- (n) You will not conduct any systematic retrieval of data or other content from the Website, Software or Services.
- (o) You will not try to harm other Users or the Company, the Website, Software or Services in any way whatsoever.
- (p) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Website, Software or Services.
- (q) You will not abuse our promotional or credit code system by redeeming multiple coupons at once.

2. User Account

You are the sole authorised User of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorised use of your password or your account by minors. You may not authorise others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorised party may be using your password or account, you will notify the Company immediately. If you provide any information that is untrue, inaccurate, not current, or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an account or use the Services if you have been previously removed by the Company, or if you have been previously banned from use of the Services.

3. User Content

(a) **User Content.** The Company may provide you with interactive opportunities through the Services, including, by way of example, the ability to post User ratings and reviews (collectively, “**User Content**”). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post and/or otherwise transmit (“**Make Available**”) through the Services. You hereby grant the Company (including the Company’s service providers, related bodies corporate and affiliated companies) a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicenseable right and licence to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use the User Content in connection with the Company’s business and in all forms now known or hereafter invented (“**Uses**”), without notification to and/or approval by you. You further grant the Company a licence to use your username and/or other User profile information, including without limitation your ratings history, to attribute User Content to you in connection with such Uses, without notification or approval by you.

(b) **Feedback.** You agree that any submission of any ideas, suggestions, and/or proposals to the Company through its suggestion, feedback, wiki, forum or similar pages (“**Feedback**”) is at your own risk and that the Company has no obligations (including without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to Company (including the Company’s service providers, related bodies corporate and affiliated companies) a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicenseable right and licence to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such Feedback.

(c) **Ratings and Reviews.** To the extent that you are asked to rate and post reviews of Food Service Providers or other businesses (“**Ratings**” and “**Reviews**”), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by the Company and do not represent the views of the Company or its affiliates. The Company does not assume liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you agree that: (i) you will base any Rating or Review on first-hand experience with the Food Service Provider or business; (ii) you will not provide a Rating or Review for any Food Service Provider or business for which you have an ownership interest, employment relationship or other affiliation or for any of that company’s competitors; (iii) you will not submit a Rating or Review in exchange for payment, free food items, or other benefits from a Food Service Provider or business and (iv) your review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews, we may exclude such User Content without notice.

(d) **Restrictions.** You must not (and must not allow a third party to) post or otherwise make available User Content, Feedback, Ratings and Reviews that: (i) infringes the intellectual property or other rights of another person; (ii) is defamatory, offensive, abusive, pornographic, profane or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability; (iii) relates to unlawful conduct (including, phishing and spoofing); (iv) creates a privacy or security risk to any person, including by soliciting personal information from any person; (v) solicits money from any person; (vi) is false, misleading or deceptive; (vii) contains financial, legal, medical or other professional advice; (viii) would harm, abuse, harass, stalk, threaten or otherwise offend; (ix) would reflect negatively on the Company, including the Company's goodwill, name and reputation; (x) tampers with, hinders the operation of, or makes unauthorised modifications to the Website or Software; (xi) would breach any applicable laws; or (xii) would otherwise result in civil or criminal liability for you, the Company or any third party. The Company may, on notice to you, review, modify or remove any of your User Content, Feedback, Ratings and Reviews where the Company believe that it violates this Agreement.

4. Intellectual Property Ownership

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Website, the Software and the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Website, the Software or the Services, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Website, the Software and Services are trademarks of the Company or third parties, and no right or licence is granted to use them. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Software or the Services.

5. Payment Terms

(a) **Prices.** You understand that: (a) the prices for menu items displayed through the Services may differ from the prices offered or published by Food Service Providers for the same menu items and/or from prices available at other third-party websites and that such prices may not be the lowest prices at which the menu items are sold; (b) to the extent permitted by law, the Company has no obligation to itemise its costs, profits or margins when publishing such prices; and (c) the Company reserves the right to change such prices at any time, at its discretion. You are liable for all transaction taxes on the Services provided under this Agreement (other than taxes based on the Company's income). Payment will be processed by the Company, using the preferred payment method designated in your account.

(b) **Refunds.** To the extent permitted by law, charges paid by you for completed and delivered orders are final and non-refundable and the Company has no obligation to provide refunds or credits. Nothing in this clause takes away from any rights you may have under the Australian

Consumer Law.

(c) **Promotional Offers.** The Company, at its sole discretion, may make promotional offers with different features and different rates to any of our Users. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. We encourage you to check back at our Website periodically if you are interested in learning more about how we charge for the Software or Services.

(d) **Fees for Services and Software.** The Company may change the fees for our Services as we deem necessary or appropriate for our business.

(e) **Referral Program.** The Company's Referral Program Terms and Conditions are available at <https://www.doordash.com/referral-terms/> (<https://www.doordash.com/referral-terms/>) ("**Program**"). Under the Program, the Company offers its registered customers in good standing the opportunity to earn DoorDash credits as promotional rewards by inviting their eligible friends (each, a "**Referred Friend**") to register as new DoorDash customers and place their initial order through the Service by using a unique referral ID link ("**Personal Link**"). For each Qualified Referral (as defined in the Program) generated through a User's Personal Link, the User may receive a credit as specified on the Company's Referral Program page. You agree we may change the terms and conditions of the Program or terminate the Program at any time. If you do not agree to these changes, you should immediately cease participating in the Program.

(f) **DashPass Subscriptions.** DashPass is a subscription that provides \$0 delivery fees on orders with a minimum subtotal as stated when you sign up for DashPass. \$0 Deliveries are subject to delivery driver and geographic availability. Depending on the conditions as stated when you sign up, fees may apply. You will be charged your first monthly subscription fee on the date you purchase your subscription. **BY DEFAULT (AND WITH PRIOR NOTICE TO THE EXTENT REQUIRED OR PERMITTED BY APPLICABLE LAW), YOUR DASHPASS SUBSCRIPTION WILL AUTOMATICALLY RENEW, AND THE THEN-CURRENT DASHPASS FEE WILL BE AUTOMATICALLY CHARGED TO YOU AT THE TIME OF RENEWAL.** If you do not want your subscription to automatically renew, you can change this default via the Menu or the in-app DashPass banner, depending on the system you are using. You can cancel your DashPass subscription at any time on the Application and doordash.com. You must cancel at least 1 day before the next-scheduled subscription renewal date to avoid being charged for the next subscription period (e.g., if renewal date is January 10, you must cancel by 11:59:59 pm PT on January 9). If you participated in a free or other promotional subscription period for DashPass, you may cancel within the first 48 hours of your paid DashPass subscription and receive a full refund of your DashPass fee (as applicable). For all other members, if you cancel your DashPass subscription within the first 48 hours and have not placed an order during that period, DoorDash will refund your DashPass fee. If you cancel at any other time, you will not receive a refund (unless you are otherwise entitled to a refund under the Australian Consumer Law), but you can continue to enjoy the Free Deliveries through the end of your then-current billing period. From time to time, DoorDash offers some customers trial or other promotional subscriptions to DashPass. Such trial or promotional subscriptions are subject to these Terms except as otherwise stated in the

promotional offer. Only one trial or promotional subscription is available per household.

DOORDASH WILL BILL YOU THE APPLICABLE FEE AFTER YOUR FREE TRIAL PERIOD HAS EXPIRED. IF YOU CANCEL DASHPASS BEFORE THE TRIAL PERIOD HAS EXPIRED, DOORDASH WILL NOT CHARGE YOU. DoorDash may change the monthly or annual fee charged for DashPass at any time, but any such fee change will not apply to current DashPass members until such time as your current subscription expires and your subscription is renewed for another term. We may change the terms or conditions applicable to DashPass from time to time. Any new or renewed DashPass subscriptions will be subject to the terms and conditions active at that time and displayed when you sign up for DashPass. DoorDash may also make such changes with respect to current DashPass subscriptions. In each of these cases, DoorDash will provide you notice of the changes. Your DashPass subscription cannot be transferred or assigned. DoorDash reserves the right to accept, refuse, or cancel your DashPass subscription at any time in its sole discretion. If DoorDash cancels your DashPass subscription, you will receive a refund of your subscription fee on a pro rata basis calculated from the end of the month during which your subscription was cancelled.

6. Third-Party Interactions

(a) **Third-Party Websites, Applications and Advertisements.** The Services may contain links to third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Applications**”) and advertisements (“**Third-Party Advertisements**”) (collectively, “**Third-Party Websites & Advertisements**”). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Advertisement, the Company will not warn you that you have left the Company’s Website or Services and will not warn you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites & Advertisements are not under the control of the Company. The Company is not responsible for any Third-Party Websites, Third-Party Applications or any Third-Party Advertisements. The Company provides these Third-Party Websites & Advertisements only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites & Advertisements, or their products or services. You use all links in Third-Party Websites & Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

(b) **App Stores.** You acknowledge and agree that the availability of the Application is dependent on the third party from which you received the Application licence, e.g., the Apple iPhone or Android app stores (“**App Store**”). You acknowledge that this Agreement is between you and the Company and not with the App Store. The Company, not the App Store, is solely responsible for the Software and the Services, including the Application and the Services, the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection

with the Application or the Services. You agree to comply with, and your licence to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Application. You acknowledge that the App Store (and its subsidiaries) are intended third-party beneficiaries of the Agreement and have the right to enforce them.

7. Transactions Involving Alcohol

You may have the option to request delivery of alcohol products in some locations and from certain Food Service Providers. If you receive your delivery in Australia, you agree that you will only order alcohol products if you are 18 years of age or older. If you receive your delivery in another country, you agree that you will only order alcohol products if you are of legal age to purchase alcohol products in the relevant jurisdiction. You also agree that, upon delivery of alcohol products, you will provide valid government-issued identification proving your age to the Dasher delivering the alcohol products and that the recipient will not be intoxicated when receiving delivery of such products. If you order alcohol products, you understand and acknowledge that neither the Company nor the Dasher can accept your order of alcohol products, and the order will only be delivered if the Food Service Provider accepts your order. The Dasher reserves the right to refuse delivery if you are not 18 years or older, if you cannot provide a valid government issued ID, if the name on your ID does not match the name on your order, or you are visibly intoxicated. If the Dasher is unable to complete the delivery of alcohol products for one or more of these reasons, you are subject to a non-refundable \$20 re-stocking fee.

8. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless the Company and its officers, directors, employees, agents and affiliates (each, an **"Indemnified Party"**), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) your User Content, your Feedback, and your Ratings and Reviews; (b) your misuse of the Website, Software or Services; (c) your violation of this Agreement; or (d) your violation of any applicable laws, rules or regulations through or related to the use of the Website, Software or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this section, you agree to pay for the defense of the Indemnified Party, including reasonable costs and attorneys' fees incurred by the Indemnified Party. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses. This provision does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party's negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website, Software or Services. You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Website, Software and/or Services.

9. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT OF LAW, YOUR USE OF THE WEBSITE, SOFTWARE AND SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE WEBSITE, SOFTWARE AND SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE WEBSITE, SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED BY A LAW, WITHOUT GUARANTEES, WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, GUARANTEES OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE WEBSITE, SOFTWARE OR SERVICES, OR THE SERVICES, SOFTWARE, TEXT, GRAPHICS OR LINKS.

THE COMPANY DOES NOT WARRANT THAT THE WEBSITE, SOFTWARE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, SOFTWARE OR SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IF YOUR USE OF THE WEBSITE, SOFTWARE OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, TERM, CONDITION, WARRANTY, OR ANY RIGHT OR REMEDY, IMPLIED OR IMPOSED BY ANY LEGISLATION WHICH CANNOT LAWFULLY BE EXCLUDED OR LIMITED, INCLUDING THE AUSTRALIAN CONSUMER LAW WHICH CONTAINS GUARANTEES THAT PROTECT THE PURCHASERS OF GOODS AND SERVICES IN CERTAIN CIRCUMSTANCES, (EACH A "**NON-EXCLUDABLE PROVISION**").

10. Internet Delays

The Company's Website, Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Subject to the Non-Excludable Provisions and to the maximum extent permitted by law, the Company is not responsible for any delays, delivery failures, or other economic damage resulting from such problems.

11. Limitation of Liability

(a) TO THE FULLEST EXTENT OF LAW, THE LIABILITY OF THE COMPANY FOR BREACH OF ANY NON-EXCLUDABLE PROVISION IS LIMITED TO ONE OR MORE OF THE FOLLOWING AT THE COMPANY'S OPTION: (1) IN THE CASE OF GOODS, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, THE REPAIR OF THE GOODS, THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS, OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; OR (2) IN THE CASE OF SERVICES, THE SUPPLYING OF THE SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

(b) **Cap on Liability.** SUBJECT TO THE NON-EXCLUDABLE PROVISIONS AND TO THE FULLEST EXTENT OF LAW, THE COMPANY'S AGGREGATE LIABILITY UNDER ALL THEORIES OF LAW AND EQUITY (INCLUDING NEGLIGENCE) SHALL NOT EXCEED THE GREATER OF (a) AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO THE COMPANY IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, AND (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF THE COMPANY FOR (a) DEATH OR PERSONAL INJURY CAUSED BY THE COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR (b) ANY INJURY CAUSED BY THE COMPANY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

(c) **Disclaimer of Certain Damages.** SUBJECT TO THE NON-EXCLUDABLE PROVISIONS AND TO THE FULLEST EXTENT OF LAW, THE COMPANY SHALL NOT BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OR CORRUPTION OF DATA, GOODWILL, REVENUE, PROFITS, ANTICIPATED SAVINGS, USE OR OTHER ECONOMIC ADVANTAGE), UNDER ANY THEORIES OF LAW AND EQUITY (INCLUDING NEGLIGENCE), ANDWHETHER OR NOT SUCH LOSS OR DAMAGE WAS FORESEEABLE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. TO THE FULLEST EXTENT OF LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE WEBSITE, SOFTWARE, OR SERVICES INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE WEBSITE, SOFTWARE, OR SERVICES, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY FOOD SERVICE PROVIDER, DASHER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR SOFTWARE, OR IS REFERRED BY THE SOFTWARE OR SERVICES, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Privacy

In using the Website, Software or Services, you may give the Company personal information and permit the Company to collect personal information about you. By using the Website, Application, Software or the Services, you consent to the Company collecting, using, disclosing, transferring and otherwise handling your personal information in accordance with the Company's [Privacy Policy](https://help.doordash.com/consumers/s/privacy-policy-au?language=en_US) (https://help.doordash.com/consumers/s/privacy-policy-au?language=en_US).

13. Dispute Resolution

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION 13 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE

“ARBITRATION AGREEMENT”.

(a) **Scope of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Services as a consumer of our Services, to any advertising or marketing communications regarding the Company or the Services, to any products or services sold or distributed through the Services that you received as a consumer of our Services, or to any aspect of your relationship or transactions with Company as a consumer of our Services will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement.

CASES MAY HAVE BEEN FILED AGAINST THE COMPANY—AND OTHERS MAY BE FILED IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

IF YOU AGREE TO ARBITRATION WITH THE COMPANY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

(b) **Arbitration Rules and Forum.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, General Counsel, at 401 Collins Street, Melbourne, VIC 3000, Australia. The arbitration will be conducted by the Australian Disputes Centre (“ADC”) under then-current arbitration rules and pursuant to the terms of this Agreement. The ADC’s arbitration rules are available at: <https://www.disputescentre.com.au/adc-rules-for-domestic-arbitration> (<https://www.disputescentre.com.au/adc-rules-for-domestic-arbitration>). Payment of all filing, administration, and arbitration fees will be governed by the ADC’s rules. If the arbitrator finds that you cannot afford to pay the ADC’s filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees from the ADC, the Company will pay them for you. In addition, the Company will reimburse all such ADC’s filing, administrative, hearing and/or other fees for claims with an amount in controversy totaling less than AUD \$10,000. If the ADC is not available to arbitrate, the parties will select an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, video conference, based on written submissions, or in person in the country where you live or at another mutually agreed location.

(c) **Arbitrator Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and the Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have

the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and the Company.

(d) **Waiver of Class or Consolidated Actions.** YOU AND THE COMPANY AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor the Company is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 14.

(e) **Opt Out.** You may opt out of this Arbitration Agreement. If you do so, neither you nor the Company can force the other to arbitrate as a result of this Agreement. To opt out, you must notify the Company in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your DoorDash username (if any), the email address you used to set up your DoorDash account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt out notice to: opt-out@doordash.com (mailto:opt-out@doordash.com). If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS AGREEMENT SHALL SUPERSEDE, AMEND, OR MODIFY THE TERMS OF ANY SEPARATE AGREEMENT(S) BETWEEN YOU AND THE COMPANY RELATING TO YOUR WORK AS AN EMPLOYEE OR INDEPENDENT CONTRACTOR. FOR THE AVOIDANCE OF DOUBT, IF YOU ARE A DASHER, OPTING-OUT OF THE ARBITRATION AGREEMENT SET FORTH IN THIS SECTION 13 HAS NO AFFECT ON YOUR AGREEMENT TO ARBITRATE DISPUTES COVERED BY YOUR INDEPEDENT CONTRACTOR AGREEMENT WITH THE COMPANY.

(f) **Survival.** This Arbitration Agreement will survive any termination of your relationship with the Company.

(g) **Modification.** Notwithstanding any provision in the Agreement to the contrary, we agree that if the Company makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to the Company.

14. Exclusive Venue

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and the Company irrevocably agree that all claims and disputes arising out of or relating to the Agreement will be litigated non-exclusively in the state or federal courts located in Victoria, Australia and Australia.

15. Termination

At its sole discretion, the Company may modify or discontinue the Software or Service, or may modify, suspend or terminate your access to the Software or the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Software or the Service, the Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Software or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

16. Procedure for Making Claims of Copyright Infringement.

It is the Company's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to the Company by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Website, Software or the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Website, Software or in the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for the Company's Copyright Agent for notice of claims of copyright infringement is as follows: General Counsel, DoorDash Technologies Australia Pty Ltd, 401 Collins St, Melbourne, VIC 3000, Australia.

17. General

(a) **No Joint Venture or Partnership.** No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third-party provider as a result of this Agreement or use of the Software or Services.

(b) **Subcontracting.** The Company may subcontract any of its obligations under this Agreement without your prior written consent.

(c) **Variation of the Website or Software.** We may from time to time vary, modify or discontinue, temporarily or permanently, any or all of the Website or Software.

(d) **Choice of Law.** This Agreement is governed by the laws of the Victoria, Australia, without giving effect to any principles that provide for the application of the law of any other jurisdiction.

(e) **Severability.** Except as otherwise provided herein, if any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

(f) **Consumer Complaints.** You may report complaints to your local state or territory consumer protection agency.

(g) **Accessing and Downloading the Application from iTunes.** The following applies to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”):

(1) You acknowledge and agree that (i) the Agreement is concluded between you and the Company only, and not Apple, and (ii) the Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(2) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(3) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App Store Sourced Application to you and to the fullest extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between the Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Company.

(4) You and the Company acknowledge that, as between the Company and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(5) You and the Company acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party’s intellectual property rights, as between the Company and Apple, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

(6) You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your licence of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your licence of the App Store Sourced Application against you as a third-party beneficiary thereof.

(7) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

(f) **Notice.** Where the Company requires that you provide an e-mail address, you are responsible for providing the Company with your most current e-mail address. In the event that the last e-mail address you provided to the Company is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, the Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to the Company through the following web form: www.doordash.com/help/ (<https://www.doordash.com/help/>). Such notice shall be deemed given on the next business day after such e-mail is actually received by the Company.

(g) **Electronic Communications.** For contractual purposes, you (1) consent to receive communications from the Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. This subparagraph does not affect your statutory rights.

(h) **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and the Company relating to your work as an employee or independent contractor.

18. Contact Information

DoorDash welcomes your questions or comments regarding the Terms:

DoorDash Technologies Australia Pty Ltd ACN 634 446 030

401 Collins Street

Melbourne, VIC 3000, Australia

Help Form: <https://www.doordash.com/help/> (<https://www.doordash.com/help/>)

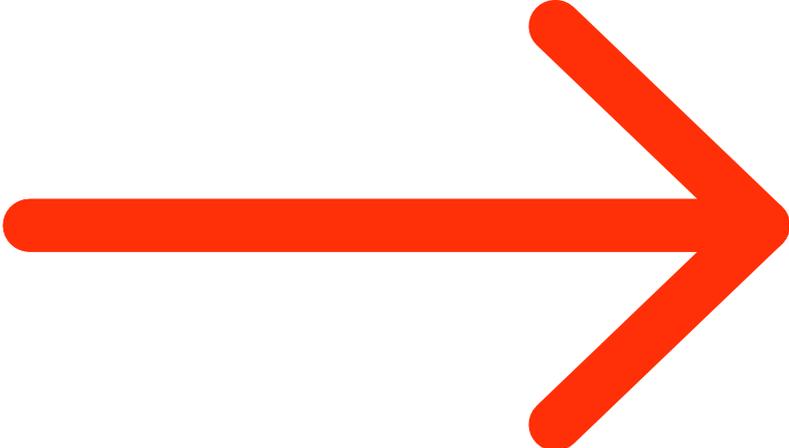
Telephone Number: 1800 958 316

Not a DoorDash Customer? Check out your help site below!



I'm a

Dasher

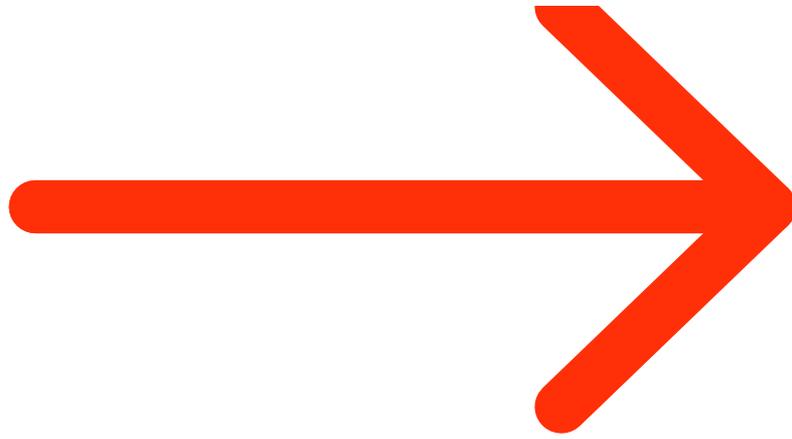


(https://help.doordash.com/dashers/s/?language=en_AU)



I'm a

Merchant



(https://help.doordash.com/merchants/s/?language=en_AU)

Get to Know Us

- [About Us \(https://www...](#)
- [Careers \(https://www.d...](#)
- [Blog \(http://blog.doord...](#)
- [LinkedIn \(https://www.li...](#)
- [GlassDoor \(https://www...](#)
- [Accessibility \(https://w...](#)

Let Us Help You

- [Account Details \(https:/...](#)
- [Order History \(https://w...](#)
- [Help \(https://help.door...](#)
- [Have an emergency? \(h...](#)

Doing Business

- [Become a Dasher \(https...](#)
- [Be a Partner Restaurant...](#)
- [Get Dashers for Deliveri...](#)



Terms of Service

(<https://www.doordash.com/terms/>).

Privacy

(<https://www.doordash.com/privacy/>).

Delivery Locations

(<https://www.doordash.com/food-delivery/>).

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(<http://facebook.com/doordash>)



(<http://twitter.com/doordash>)



(<http://instagram.com/doordash>)



(https://www.glassdoor.com/Overview/Working-at-DoorDash-EI_IE813073.11,19.htm).

Select jurisdiction: Language:

Australia ▾

English (Australia)

Last modified: 13/5/21

The table below outlines the terms and conditions applicable from 1 March 2021. When you accept each of the terms and conditions, you will enter a separate agreement with the applicable Uber party listed below.

Terms	Uber party	When do the Terms apply to you?
<u>Uber B.V. – Terms and Conditions</u>	Uber B.V. (referred to as “ Uber ” in our terms and conditions)	<p>These terms apply to you each time you access or use any application, website, content, product, or service provided by Uber, including:</p> <ul style="list-style-type: none"> • UberX, UberXL, Pool, Assist, Uber Pet, Comfort, and Premier, • Uber Eats and Uber Connect, and • any other services provided to you by Uber B.V. from time to time.
<u>Portier Pacific Pty Ltd – Terms and Conditions for Uber Delivery</u>	Portier Pacific Pty Ltd (referred to as “ Portier Pacific ” in our terms and conditions)	<p>These terms apply to you each time you request a delivery service from Portier Pacific, including:</p> <ul style="list-style-type: none"> • any delivery service provided to you by Portier Pacific via Uber Eats or Uber Connect, and • any other delivery services provided to you by Portier Pacific from time to time. <p>If you request a delivery service from Portier Pacific via Uber Eats or Uber Connect, these terms and</p>

MBB-8
conditions apply in addition to the Uber B.V – Terms and Conditions (which continue to apply to services provided by Uber but do not apply to the delivery services provided by Portier Pacific).

By using or placing an order using an Uber branded application or website, you confirm that you accept the above terms and conditions as applicable and agree that they will apply to the use of the services described in each of these two sets of terms. Please read these terms carefully before accessing or using the services.

Uber B.V. – Terms and Conditions – Australia

Last updated: 1 March 2021

1. CONTRACTUAL RELATIONSHIP

These *Uber B.V. – Terms and Conditions – Australia* (“**Uber Terms**”) govern the access or use by you, an individual, from within any country in the world (excluding the United States and its territories and possessions and Mainland China) of applications, websites, content, products, and services (the “**Uber Services**”) made available by Uber B.V., a private limited liability company established in the Netherlands, having its offices at Mr. Treublaan 7, 1097 DP, Amsterdam, the Netherlands, registered at the Amsterdam Chamber of Commerce under number 56317441 (“**Uber**”).

Scope of these Uber Terms

Uber Services may be provided by Uber or, if specified in these Uber Terms or any supplemental terms, affiliates of Uber. However, the Uber Services provided by Uber under these Uber Terms **do not** include any delivery services. An Uber affiliate in Australia may offer delivery services in certain circumstances (“**Uber Delivery Services**”). If you request Uber Delivery Services that service will be provided to you under a separate delivery services agreement (“**Uber Delivery Terms**”) between you and the Uber affiliate.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE UBER SERVICES.

Your access and use of the Uber Services constitutes your agreement to be bound by these Uber Terms, which establishes a contractual relationship between you and Uber. If you do

not agree to these Uber Terms, you may not access or use the Uber Services. These Uber Terms expressly supersede prior agreements or arrangements with you.

Supplemental terms

Supplemental terms may apply to certain Uber Services, such as policies for a particular event, activity or promotion, or a particular category of Uber Services. Supplemental terms will be provided to you in connection with the applicable Uber Services.

Any supplemental terms are in addition to, and shall be deemed a part of, the Uber Terms for the purposes of the applicable Uber Services. Supplemental terms shall prevail over these Uber Terms in the event of a conflict with respect to the applicable Uber Services. To avoid doubt, any Uber Delivery Terms accepted by you are not supplemental terms. If you accept Uber Delivery Terms, a separate agreement is formed between you and the Uber affiliate identified in the applicable Uber Delivery Terms for the supply of the relevant Uber Delivery Services.

Amendments

Uber may amend the Uber Terms, any supplemental terms or policies (including the "Community Guidelines", available at <https://www.uber.com/legal/en/document/?name=general-community-guidelines&country=australia&lang=en>) related to the Uber Services from time to time. Uber will provide you with at least 30 days' written notice in the event of a material change to any Uber Terms, policies or supplemental terms that detrimentally affects your rights under these Uber Terms. Amendments will be effective upon posting of such updated Uber Terms at this location or the amended supplemental terms or policies on the applicable Uber Service or at this location (as the case may be). Your continued access or use of the Uber Services after such posting, or after the expiry of the notice period (whichever is later), constitutes your consent to be bound by the Uber Terms, policies and supplemental terms, as amended.

Termination or restriction of the Uber Services

Uber may restrict you from accessing or using the Uber Services, or any part of them, immediately, without notice, in circumstances where Uber reasonably suspects that:

- (a) you have, or are likely to, breach these Uber Terms; and/or
- (b) you do not, or are likely not to, qualify, under applicable law or the standards and policies of Uber, to access and use the Uber Services.

Uber may terminate these Uber Terms or any Uber Services with respect to you, or generally cease offering or deny access to the Uber Services or any portion thereof:

- (a) immediately, where Uber reasonably suspects that: (i) you have, or are likely to, materially breach these Uber Terms; and/or (ii) you do not, or are likely not to, qualify, under

applicable law or the standards and policies of Uber, to access and use the Uber Services; or

(b) on 30 days' written notice to you, where Uber, acting reasonably, terminates these Uber Terms or any Uber Services for any legitimate business, legal or regulatory reason.

Without limiting its other rights under these Uber Terms, Uber may immediately restrict or deactivate your access to the Uber Services if you breach the Community Guidelines at any time.

You may terminate these Uber Terms, or stop using the Uber Services, at any time, for any reason.

Privacy

Our collection and use of personal information in connection with the Uber Services is as provided in Uber's privacy notice located at <https://www.uber.com/legal>. Uber may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.

2. THE UBER SERVICES

Uber will provide the Uber Services to you in accordance with these Uber Terms. The Uber Services constitute the provision of a technology platform that enables you, as a user of Uber's applications or websites (each, an "**Application**") to: (a) arrange and schedule certain services with independent third party providers of those services that have an agreement with Uber or its affiliates ("**Third Party Providers**"), including: (i) transportation services from those Third Party Providers; and (ii) the purchase of items or delivery services from those Third Party Providers; (b) subject to you accepting the Uber Delivery Terms, purchase delivery services from an Uber affiliate (in that affiliate's capacity as a delivery services provider) under a separate agreement between you and that affiliate; and (c) facilitate payments to Third Party Providers for the goods and services provided to you by those parties and receive receipts from an Uber affiliate for those payments.

The Uber Services are made available solely for your personal, non-commercial use, unless Uber has agreed with you otherwise in a separate agreement. You acknowledge that: (a) Uber does not provide transportation services or function as a transportation carrier; (b) all such transportation services are provided by independent third party contractors who are not employed by Uber or any of its affiliates; (c) Uber does not provide delivery services; and (d) delivery services may be provided by an Uber affiliate (in its capacity as a delivery services provider) in accordance with the Uber Delivery Terms or a Third Party Provider, if you have purchased delivery services from that Uber affiliate (in its capacity as a delivery

services provider) or Third Party Provider via an Application. Uber accepts liability for the Uber Services and Application that it provides to you subject to these Uber Terms. Third Party Providers are solely responsible for the services they provide to you. If an Uber affiliate provides Uber Delivery Services to you, that affiliate is solely responsible for the Uber Delivery Services it provides to you in accordance with the Uber Delivery Terms.

Licence

Subject to your compliance with these Uber Terms, Uber grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable licence to: (i) access and use the Applications on your personal device solely in connection with your use of the Uber Services; and (ii) access and use any content, information and related materials that may be made available through the Uber Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Uber and Uber's licensors.

Restrictions

You may not: (i) remove any copyright, trade mark or other proprietary notices from any portion of the Uber Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Uber Services except as expressly permitted by Uber; (iii) decompile, reverse engineer or disassemble the Uber Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Uber Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Uber Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Uber Services; or (vi) attempt to gain unauthorised access to or impair any aspect of the Uber Services or its related systems or networks.

Provision of the Uber Services

You acknowledge that portions of the Uber Services may be made available under Uber's various brands or request options associated with transportation or delivery services, including the transportation request brands currently referred to as "Uber," "UberX," "UberXL," "Pool," "Assist," "Uber Pet," "Comfort," and "Premier" and the delivery request brands currently referred to as "Uber Eats" and "Uber Connect". However, you also acknowledge that any Uber Delivery Services ordered via "Uber Eats" or "Uber Connect" will be separately provided under the applicable Uber Delivery Terms by the Uber affiliate identified in those terms (in its capacity as a delivery services provider). The Uber Delivery Terms that apply in these circumstances are available [here](#).

You also acknowledge that the Uber Services may be made available under such brands or request options by or in connection with: (i) certain of Uber's subsidiaries and affiliates; or (ii) independent Third Party Providers, including transportation network company drivers,

transportation charter permit holders or holders of similar transportation permits, authorisations or licences.

Third Party Services and Content

The Uber Services may be made available or accessed in connection with third party services and content (including advertising) that Uber does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Uber does not endorse such third party services and content and in no event shall Uber be responsible or liable for any products or services of such third party providers.

Ownership

The Uber Services and all rights therein are and shall remain Uber's property or the property of Uber's licensors. Neither these Uber Terms nor your use of the Uber Services convey or grant to you any rights: (i) in or related to the Uber Services except for the limited licence granted above; or (ii) to use or reference in any manner Uber's company names, logos, product and service names, trademarks or services marks or those of Uber's licensors.

Uber Active Area

The goods and services that you may request using the Uber Services are available in designated areas as communicated via the Application from time to time ("**Uber Active Area**"). Uber does not guarantee that you will be able to use the Uber Services to request any such goods and services in the Uber Active Area at all times.

3. YOUR USE OF THE UBER SERVICES

User Accounts

In order to use most aspects of the Uber Services, you must register for and maintain an active personal user Uber Services account ("**Account**"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Uber Service permits otherwise. Account registration requires you to submit to Uber certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Uber Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Uber in writing, you may only possess one Account.

User Requirements and Conduct

The Uber Services are not available for use by persons under the age of 18. You may not authorise third parties to use your Account, and you may not allow persons under the age of 18 to receive: (i) transportation services from Third Party Providers unless they are accompanied by you; or (ii) delivery services from Third Party Providers or any Uber affiliate (in its capacity as a delivery services provider) unless permitted by you, and you agree to take full responsibility for their acts or omissions. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Uber Services, and you may only access or use the Uber Services for lawful purposes (e.g., no transport of unlawful or hazardous materials) and in accordance with these Uber Terms. You will not, in your use of the Uber Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party, including Uber, its affiliates or any of their employees, agents or contractors. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Uber Services, and you agree that you may be denied access to or use of the Uber Services if you refuse to provide proof of identity or other method of identity verification.

Commercial Electronic Messaging

By creating an Account, you agree that Uber or its affiliates may send you commercial electronic messages (including email, SMS or push notifications, where applicable) as part of the normal business operation of your use of the Uber Services. You agree that Uber and its affiliates are not required to include an unsubscribe message in commercial electronic messages where it may be impracticable (including for push notifications). However, you may opt-out of receiving commercial electronic messages from Uber at any time by following the directions found at <http://t.uber.com/unsub-preference>. You also acknowledge that opting out of receiving commercial electronic messages may impact your use of the Uber Services. You cannot unsubscribe from transactional messages, including trip receipts and support responses. These communications are important for your experience.

Promotional Codes

An Uber affiliate may, in its sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to a Third Party Provider's services, subject to any additional terms that the Uber affiliate establishes on a per promotional code basis ("**Promo Codes**"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by the Uber affiliate; (iii) may, as permitted by law, be disabled by Uber or its affiliate at any time without liability to Uber or its affiliate; (iv) may only be used pursuant to the specific terms

that the Uber affiliate establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. The Uber affiliate reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that the Uber affiliate reasonably determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Uber Terms. This section does not apply to promotional codes for Uber Delivery Services. Instead, the Uber Delivery Terms apply to those promotional codes.

User Provided Content

Uber may, in Uber's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Uber through the Uber Services textual, audio, and/or visual content and information, including commentary and feedback related to the Uber Services, initiation of support requests, and submission of entries for competitions and promotions ("**User Content**"). Any User Content provided by you remains your property. However, by providing User Content to Uber, you grant Uber and its affiliates a worldwide, perpetual, irrevocable, transferable, licence for no fee, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Uber Services and Uber's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases necessary to grant Uber and its affiliates the licence to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Uber's or its affiliate's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Uber in its sole discretion, whether or not such material may be protected by law. Uber may, but is not obligated to, review, monitor, or remove User Content, at Uber's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Uber Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Uber Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Uber Services and Applications and any

updates thereto. Uber does not guarantee that the Uber Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Uber Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. PAYMENT

You understand that use of the Uber Services may result in charges to you for the services or goods you receive from a Third Party Provider (“**Third Party Charges**”). After you have received services or goods obtained through your use of the Uber Service, Uber will facilitate your payment of the applicable Third Party Charges on behalf of the Third Party Provider. Payment of the Third Party Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Third Party Charges will be inclusive of applicable taxes where required by law. Third Party Charges paid by you are final and non-refundable, unless otherwise determined by Uber or required by the Australian Consumer Law. Under the Australian Consumer Law, you may be entitled to a refund for a major failure of the Uber Services, or other remedies for a minor failure. You retain the right to request lower Third Party Charges from a Third Party Provider for transportation services received by you from such Third Party Provider at the time you receive such transportation services. An Uber affiliate will respond accordingly to any request from a Third Party Provider to modify the Third Party Charges for a particular service or good.

All Third Party Charges are due immediately and payment will be facilitated by Uber using the preferred payment method designated in your Account, after which you will be sent a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Uber may, on behalf of Third Party Provider, use a secondary payment method in your Account, if available.

You acknowledge that an Uber affiliate may, acting reasonably, establish, remove and/or revise Third Party Charges for any or all services or goods obtained through the use of the Uber Services at any time at the direction of the Third Party Provider or otherwise in the Uber affiliate’s discretion, including in certain circumstances such as where you choose an additional service that incurs an additional charge, or an item you requested is out of stock. Further, you acknowledge and agree that Third Party Charges applicable in certain geographical areas may increase substantially during times of high demand. Uber will use reasonable efforts to ensure the Uber affiliate informs you of Third Party Charges that may apply, provided that you will be responsible for Third Party Charges incurred under your Account. You acknowledge that an Uber affiliate may from time to time provide certain users with Promo Codes that may result in different amounts charged for the same or similar services or goods obtained through the use of the Uber Services, and you agree that such Promo Codes are provided to you for no fee, have no monetary value, cannot be redeemed for cash, are not exchangeable or transferable and, unless also made available to

you, shall have no bearing on your use of the Uber Services or the Third Party Charges applied to you.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Uber Services, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Uber Services, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

Cancellations

You may elect to cancel your request for transportation services from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee, subject to Uber's or its affiliate's cancellation policies. If the transportation services are cancelled for any reason not attributed to you in accordance with Uber's or its affiliate's cancellation policies, you will be entitled to a refund for any charges paid.

If you purchase items or items and delivery services from a Third Party Provider, you may cancel your order at any time up until the Third Party Provider has begun preparing your items. Once the preparation has begun, you will no longer be able to cancel your order without incurring a charge, which will be no more than the full price for your ordered items. If you cancel your order after the delivery has begun, you will also be charged the full price for the delivery services purchased from the Third Party Provider.

If any delivery services provided by a Third Party Provider fail or are cancelled for reasons that Uber determines, acting reasonably, are attributed to you (for example, you provided an incorrect delivery address) you will be charged no more than the full price for both the items and any delivery services purchased from the Third Party Provider. If any delivery services provided by a Third Party Provider fail or are cancelled for any reason that Uber determines, acting reasonably, are not attributed to you, you will be entitled to a refund for any charges paid for those delivery services.

The terms and conditions that apply to charges for Uber Delivery Services provided by an Uber affiliate are set out in the Uber Delivery Terms.

If you have other issues with any items or services provided by a Third Party Provider, Uber or its affiliate will manage your complaint in accordance with the complaints process set out in section 6.

Nothing in this section is intended to limit your rights as a consumer, including your entitlement to a refund or other applicable remedies, under the Australian Consumer Law.

Repair or Cleaning Fees

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from use of the Uber Services under your Account in excess of normal “wear and tear” damages and necessary cleaning (“**Repair or Cleaning**”). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by an Uber affiliate in the affiliate’s reasonable discretion, Uber reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by Uber to the applicable Third Party Provider and are non-refundable.

5. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

LIMITATION SUBJECT TO LOCAL CONSUMER LAW

The limitations and disclaimer in this section 5 do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law, including any of the non-excludable requirements of the Australian Consumer Law.

APPLICATION TO UBER AND ITS AFFILIATES

The limitations and disclaimer in this section 5 apply to the liability of Uber and its affiliates under these Uber Terms, including in relation to any of the Uber Services. Neither Uber nor any of its affiliates will be liable under or in connection with these Uber Terms for any Uber Delivery Services. However, if an Uber affiliate provides Uber Delivery Services to you, the Uber affiliate identified in the applicable Uber Delivery Terms will be exclusively liable to you for Uber Delivery Services in accordance with those terms.

DISCLAIMER

Except as required of Uber and its affiliates under the consumer guarantees, the Uber Services are provided “as is” and “as available”. Uber and its affiliates disclaim all representations and warranties, express, implied or statutory, not expressly set out in these Uber Terms (including any supplemental terms, where applicable), including any implied warranties of merchantability, fitness for a particular purpose and non-infringement, and make no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Uber Services or any services or goods requested by you through the use of the Uber Services, or that the Uber Services will be uninterrupted or error-free. Uber and its affiliates do not guarantee the quality, suitability, safety or ability of Third Party Providers or an Uber affiliate (in its role as a delivery services provider). You agree that the entire risk arising out of your use of the Uber Services, and any services or goods requested by you through the use of the Uber Services, remains solely with you, to the maximum extent permitted under applicable law, including the Australian Consumer Law.

LIABILITY

Limitation of Liability

If you are acquiring the goods or services as a consumer, Uber's liability for a failure to comply with a consumer guarantee is limited to: (a) in the case of goods supplied to you as part of the Uber Services, the replacement of the relevant goods or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods; and (b) in the case of services supplied to you as part of the Uber Services, the supply of the relevant services again, or the payment of the cost of resupplying the services.

In no event shall Uber's or its affiliates' total combined liability to you in connection with the Uber Services for all damages, losses and causes of action (whether in contract, in tort (including negligence), in equity, by operation of law or otherwise) exceed one thousand Australian dollars (AUD \$1,000).

Exclusion of Liability

Uber's and its affiliates' liability to you for a breach of any condition, warranty or term of these Uber Terms that is not a breach of a consumer guarantee is also limited in the following way: Uber and its affiliates shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, death, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the Uber Services, even if Uber or its affiliate has been advised of the possibility of such damages. Uber and its affiliates shall not be liable for any damages, liability or losses arising out of: (i) your use of or reliance on the Uber Services or your inability to access or use the Uber Services; or (ii) any transaction or relationship between you and any Third Party Provider or Uber affiliate (in its role as a delivery services provider), even if Uber or its affiliate has been advised of the possibility of such damages. Uber and its affiliates shall not be liable for delay or failure in performance resulting from causes beyond Uber's or its affiliates' reasonable control. You acknowledge that third party transportation providers providing transportation services requested through some request brands may offer ridesharing or peer-to-peer transportation services and may not be professionally licensed or permitted.

Third Party Goods and Services

Uber Services may be used by you to request and schedule transportation, goods from Third Party Providers or delivery services from Third Party Providers or an Uber affiliate, but you agree that Uber has no responsibility or liability to you related to any transportation, goods or delivery services provided to you by Third Party Providers or any Uber affiliate (in its capacity as a delivery services provider) other than as expressly set forth in these Uber Terms or the Uber Delivery Terms.

COMPLAINTS

Uber or its affiliate will maintain a complaints management framework, and will manage this framework for Uber and its affiliates, and on behalf of Third Party Providers, in a reasonable way and in accordance with the non-excludable requirements of the Australian Consumer Law.

INDEMNITY

You agree to indemnify and hold Uber and its affiliates and their officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) your use of the Uber Services or services or goods obtained through your use of the Uber Services; (ii) your breach or violation of any of these Uber Terms; (iii) Uber's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers ("**Losses**").

Your liability under this clause shall be reduced proportionately if, and to the extent that, Uber or its affiliate directly caused or contributed to any such Losses.

6. GOVERNING LAW; DISPUTE RESOLUTION

There are a number of mechanisms available to you to resolve any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Uber Services or these Uber Terms, including those relating to its validity, its construction or its enforceability (any "**Dispute**"). Uber or its affiliate operates a complaints process to allow you to make complaints about Uber, an Uber affiliate (in its capacity as delivery service provider) or Third Party Providers, and Uber or its affiliate also manages refunds to you in relation to those complaints. Uber or its affiliate will operate this complaints process in a reasonable manner. In addition, you may have rights to make a complaint to fair trading or consumer law bodies in relation to applicable consumer laws, including the non-excludable portions of the Australian Consumer Law.

Except as otherwise set forth in these Uber Terms, these Uber Terms shall be exclusively governed by and construed in accordance with the laws of New South Wales, Australia, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. In the event of a Dispute, either party may file an action in the courts of New South Wales, Australia or pursue final and binding arbitration or other alternative dispute resolution as agreed upon by the parties.

Any proceedings, including documents and briefs submitted by the parties, correspondence from a mediator, and correspondence, order and awards issued by an arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation set out in these Uber Terms.

7. OTHER PROVISIONS

Claims of Copyright Infringement

Claims of copyright infringement should be sent to Uber's designated agent. Please visit Uber's web page at <https://www.uber.com/legal> for the designated address and additional information.

Notice

Uber may give notice by means of a general notice on the Uber Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Uber by written communication to Uber's address at Mr. Treublaan 7, 1097 DP, Amsterdam, The Netherlands.

App Stores

You acknowledge and agree that the availability of the Applications may be dependent on the third party from which you received the Application's license, e.g., the Apple iPhone or Android app stores ("**App Store**"). You acknowledge and agree that these Uber Terms are between you and Uber and not with the App Store and that Uber is responsible for the provision of Uber Services as described in these Uber Terms. However, if you downloaded the Application from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of these Uber Terms. Upon your acceptance of these Uber Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Uber Terms against you as a third-party beneficiary thereof. These Uber Terms incorporate by reference Apple's Licensed Application End User License Agreement, for purposes of which, you are "the end-user". In the event of a conflict in the terms of the Licensed Application End User License Agreement and these Uber Terms, these Uber Terms will control.

General

You may not assign or transfer these Uber Terms in whole or in part without Uber's prior written approval. You give your approval to Uber for it to assign or transfer these Uber Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Uber's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Uber or any Third Party Provider as a result of the contract between you and Uber or use of the Uber Services.

If any provision of these Uber Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Uber Terms but the legality, validity and enforceability of the other provisions in these Uber Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof

that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Uber Terms. These Uber Terms, including any incorporated policies, constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. Nothing in this clause limits your rights as a consumer that cannot be excluded under applicable law, including the Australian Consumer Law. In these Uber Terms, the words “including” and “include” mean “including, but not limited to”.

Portier Pacific Pty Ltd – Terms and Conditions for Uber Delivery – Australia

Last updated: 1 March 2021

By using or placing an order for delivery services provided to you by Portier Pacific via an Uber branded application or website, you confirm that you accept these terms and conditions and agree that they will apply to you each time you request an Uber Delivery Service (as defined below). Uber Delivery Services include delivery services provided by Portier Pacific when you use Uber Eats or Uber Connect, but do not include third party delivery services provided by merchants or restaurants. Please read these terms carefully before requesting any Uber Delivery Service.

The services provided by Uber B.V. (referred to as “Uber” in these terms and conditions) are not changing though. Uber continues to own, and provide you with the right to use and access, the Uber and Uber Eats website and apps. The Uber B.V. Terms and Conditions (set out above) apply to the use of these other services.

1. CONTRACTUAL RELATIONSHIP

These *Portier Pacific Pty Ltd – Terms and Conditions for Uber Delivery - Australia* (“**Uber Delivery Terms**”) govern your use of, and the provision of, Uber Delivery Services (as defined below) requested using an Uber branded application or website, which are provided by Portier Pacific Pty Ltd ABN 28 622 365 459, an Australian company registered in New South Wales (“**Portier Pacific**”). Portier Pacific is an affiliate of Uber B.V., a private limited liability company established in the Netherlands, having its offices at Mr. Treublaan 7, 1097 DP, Amsterdam, the Netherlands, registered at the Amsterdam Chamber of Commerce under number 56317441 (“**Uber**”).

Scope of these Uber Delivery Terms

These Uber Delivery Terms apply to the provision of delivery services by Portier Pacific, which are offered to you via an Uber branded application or website (“**Uber Delivery Services**”). The Uber Delivery Services provided by Portier Pacific under these Uber Delivery Terms **do not** include any of the services provided by Uber under the Uber B.V. – Terms and Conditions, available [here](#) (“**Uber Terms**”). The Uber Terms apply to the access or use by you of any application, website, content, product, or service made available by Uber under the Uber Terms (“**Uber Services**”).

In addition, the Uber Delivery Services **do not** include the purchase of any items or delivery services offered by independent third party providers of goods and services via Uber branded applications or websites (“**Merchants**”). In some cases, Merchants may offer delivery services via an Uber branded application or website (“**Merchant Delivery**”). Portier Pacific will let you know when your order will be fulfilled by Merchant Delivery. If you purchase items or delivery services from Merchants via an Uber branded application or website, that sale and purchase takes place directly between you and the Merchant, and is subject to the Uber Terms (as the Merchant is a “Third Party Provider” under the Uber Terms) but is not subject to these Uber Delivery Terms.

PLEASE READ THESE UBER DELIVERY TERMS CAREFULLY BEFORE ACCESSING OR USING THE UBER SERVICES TO REQUEST AN UBER DELIVERY SERVICE, AS THEY CONSTITUTE A SEPARATE LEGAL AGREEMENT BETWEEN YOU AND PORTIER PACIFIC.

Your access and use of the Uber Services to request an Uber Delivery Service constitutes your agreement to be bound by these Uber Delivery Terms, which establishes a contractual relationship between you and Portier Pacific. If you do not agree to these Uber Delivery Terms, you may not access or use the Uber Services to request an Uber Delivery Service. These Uber Delivery Terms expressly supersede prior agreements or arrangements with you in relation to Uber Delivery Services.

Your contractual relationship with Portier Pacific is separate (and in addition) to your contractual relationship with Uber under the Uber Terms. For the avoidance of doubt, your access to and use of the Uber Services continues to be governed by your separate agreement with Uber under the Uber Terms.

Supplemental terms

Supplemental terms may apply to certain Uber Delivery Services, such as policies for a particular event, activity or promotion, or a particular category of Uber Delivery Services. Supplemental terms will be provided to you in connection with the applicable Uber Delivery Services.

Any supplemental terms are in addition to, and shall be deemed a part of, the Uber Delivery Terms for the purposes of the applicable Uber Delivery Services. Supplemental terms shall prevail over these Uber Delivery Terms in the event of a conflict with respect to the applicable Uber Delivery Services.

Amendments

Portier Pacific may amend the Uber Delivery Terms and any supplemental terms or policies related to the Uber Delivery Services from time to time. Portier Pacific will provide you with at least 30 days' written notice in the event of a material change to any Uber Delivery Terms, policies or supplemental terms that detrimentally affects your rights under these Uber Delivery Terms. Amendments will be effective upon posting of such updated Uber Delivery Terms at this location or the amended supplemental terms or policies on the applicable Uber Delivery Services or at this location (as the case may be). Your continued access or use of the Uber Delivery Services after such posting, or after the expiry of the notice period (whichever is later), constitutes your consent to be bound by the Uber Delivery Terms, policies and supplemental terms, as amended.

Termination or restriction of the Uber Delivery Services

Portier Pacific may restrict you from accessing or using the Uber Delivery Services, or any part of them, immediately, without notice, in circumstances where Portier Pacific reasonably suspects that:

- (a) you have, or are likely to, breach these Uber Delivery Terms; and/or
- (b) you do not, or are likely not to, qualify, under applicable law or the standards and policies of Portier Pacific, to access and use the Uber Delivery Services.

Portier Pacific may terminate these Uber Delivery Terms or any Uber Delivery Services with respect to you, or generally cease offering or deny access to the Uber Delivery Services or any portion thereof:

- (a) immediately, where Portier Pacific reasonably suspects that: (i) you have, or are likely to, materially breach these Uber Delivery Terms; and/or (ii) you do not, or are likely not to, qualify, under applicable law or the standards and policies of Portier Pacific, to access and use the Uber Delivery Services; or
- (b) on 30 days' written notice to you, where Portier Pacific, acting reasonably, terminates these Uber Delivery Terms or any Uber Delivery Services for any legitimate business, legal or regulatory reason.

Without limiting its other rights under these Uber Delivery Terms, Portier Pacific may immediately restrict or deactivate your access to the Uber Delivery Services if you breach the "**Community Guidelines**" (available at <https://www.uber.com/legal/en/document/?name=general-community-guidelines&country=australia&lang=en>) at any time.

You may terminate these Uber Delivery Terms, or stop using the Uber Delivery Services, at any time, for any reason.

Privacy

Our collection and use of personal information in connection with the Uber Delivery Services is as provided in Uber's privacy notice located at <https://www.uber.com/legal>. Portier Pacific may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Merchant or other third party provider and such information or data is necessary to resolve the complaint, dispute or conflict.

2. THE UBER DELIVERY SERVICES

Portier Pacific will provide the Uber Delivery Services to you in accordance with these Uber Delivery Terms. The Uber Delivery Services constitute the provision of the delivery component of the following services:

- “**Uber Eats**”, which allows you to place orders for Items (as defined below) and request delivery of those Items, as set out in section 3.1 of these Uber Delivery Terms. To avoid doubt, the Uber Delivery Services do not include the delivery component where you have chosen Merchant Delivery;
- “**Uber Connect**”, which allows you to request delivery of Packages (as defined below), as set out in section 3.2 of these Uber Delivery Terms; and
- any other delivery services provided to you by Portier Pacific from time to time, as set out in applicable supplemental terms.

The Uber Delivery Services are made available solely for your personal, non-commercial use, unless Portier Pacific has agreed with you otherwise in a separate agreement. You acknowledge that all Uber Delivery Services will be provided by Portier Pacific. Portier Pacific accepts liability for delivery services provided by it in accordance with these Uber Delivery Terms. Merchants are solely responsible for the goods and services they provide to you (including the provision of items or delivery services by that Merchant).

3. YOUR USE OF THE UBER DELIVERY SERVICES

3.1 UBER DELIVERY SERVICES – UBER EATS

This section sets out the additional obligations that apply if you request an Eats Delivery Service via the Uber Eats App. These terms apply in addition to any other rights or obligations set out in these Uber Delivery Terms.

Uber Eats allows you to place orders for food, beverages or other items (“**Items**”) and request the delivery of those Items by Portier Pacific, using the Uber Eats mobile and web-

based applications and other interfaces offered by Uber (“**Uber Eats App**”) as described below. Uber Eats is made available via the Uber Eats App, and is subject to the Uber Terms. However any Uber Delivery Services you order in connection with Uber Eats is subject to these Uber Delivery Terms.

Eats Delivery Services; Merchant Delivery, Pickup and Dine-in

Once you have been provided access to the Uber Eats App by Uber (in its capacity as licensor of the Uber branded applications and websites), you may place orders for Items using the Uber Eats App. You may also request via the Uber Eats App that Items be delivered by Portier Pacific (“**Eats Delivery Services**”).

You may also be able to place orders via the Uber Eats App provided by Uber (in its capacity as licensor of the Uber branded applications and websites) that do not require Uber Delivery Services, such as pickup, dine-in or Merchant Delivery. The Uber Terms between you and Uber (in its capacity as licensor of the Uber branded applications and websites) apply to the sale and purchase of any items or delivery services provided by the Merchant to you.

Eats Delivery Services are offered in designated areas as communicated via the Uber Eats App from time to time (“**Eats Active Area**”). Portier Pacific does not guarantee that the Eats Delivery Services will be available in the Eats Active Area at all times.

If you choose Eats Delivery Services

If you choose Eats Delivery Services, Uber Delivery Services will be provided by Portier Pacific and you will be charged by Portier Pacific for the Eats Delivery Services. Portier Pacific may subcontract a “**Delivery Person**” to undertake the Eats Delivery Services. A Delivery Person is not an employee of Portier Pacific or any of its affiliates and may delegate to another person to provide such delivery services on their behalf. References in these Uber Delivery Terms to “Delivery Person” include (where the context requires) references to a delegate of a Delivery Person.

For each delivery provided under the Eats Delivery Service, Portier Pacific will endeavour to ensure that your Items are delivered to you as soon as reasonably possible. Unfortunately, independent factors such as traffic and weather, as well as the actions or inactions of Merchants or other third parties may cause delays in the provision of Eats Delivery Services.

Title and risk

You acknowledge that neither Portier Pacific nor its affiliates nor any Delivery Person takes any title to Items. Portier Pacific will have control and care of the Item in accordance with

these Uber Delivery Terms until the Eats Delivery Services are completed or otherwise end or are cancelled.

3.2 UBER DELIVERY SERVICES – UBER CONNECT

This section sets out the additional obligations that apply if you request a Connect Delivery Service via the Uber App. These terms apply in addition to any other rights or obligations set out in these Uber Delivery Terms.

Uber Connect allows you to request delivery of package(s) (both the content and the materials for its containment) (the “**Package(s)**”) by Portier Pacific to a designated address using a mobile or web-based application or other interface offered by Uber (the “**Uber App**”), as described below. Uber Connect is made available via the Uber App, and is subject to the Uber Terms. However any Uber Delivery Services you order in connection with Uber Connect is subject to these Uber Delivery Terms.

Connect Delivery Services

Once you have been provided access to the Uber App by Uber (in its capacity as licensor of the Uber branded applications and websites), you may place requests for Portier Pacific to deliver Packages using the Uber App, via the ‘Uber Connect’ request option (“**Connect Delivery Services**”).

Connect Delivery Services are offered in designated areas as communicated via the Uber App from time to time (“**Connect Active Area**”). Portier Pacific does not guarantee that the Connect Delivery Services will be available in the Connect Active Area at all times.

If you choose Connect Delivery Services

If you choose the Uber Connect request option, Connect Delivery Services will be provided by Portier Pacific and you will be charged by Portier Pacific for the Connect Delivery Services. Portier Pacific may subcontract a Delivery Person who will collect Packages from you and deliver those Packages to your nominated location as part of the Connect Delivery Services provided by Portier Pacific. A Delivery Person is not an employee of Portier Pacific or any of its affiliates and may delegate to another person to provide such delivery services on their behalf.

For each Connect Delivery Service requested, Portier Pacific will endeavour to ensure that your Packages will be picked up and delivered as soon as reasonably possible.

Unfortunately, independent factors such as traffic and weather, as well as the actions or inactions of Delivery Persons may cause delays in the provision of delivery services.

Prohibited Items

You may not use or access Connect Delivery Services to send any Prohibited Items (“**Prohibited Items**”). A list of Prohibited Items is published online by Portier Pacific (as

updated from time to time). For the current list of Prohibited Items please see [here](#). Portier Pacific retains the discretion to prohibit additional items from time to time. It is your responsibility to ensure that you have checked the current list of Prohibited Items each time you use the Connect Delivery Services. Depending on your location, there may be additional Prohibited Items or restrictions on the use of Connect Delivery Services for specific categories of items.

Package Restrictions

You must ensure that the Package(s), together, per Connect Delivery Services request: (i) are not greater than 20 kilograms; (ii) fit comfortably in the boot of a mid-size motor vehicle; and (iii) do not have a total value greater than AUD \$100.

You must prepare, appropriately package and securely close and seal the Package(s) for safe delivery.

Refusal or Rejection of Deliveries

You acknowledge and agree that there may be circumstances where Portier Pacific may cancel the delivery after acceptance for any reason, including where a Delivery Person declines to pick up or deliver the Package(s). You acknowledge and agree that you are responsible for ensuring that you and anyone who has contact with a Delivery Person or any other person as part of the Connect Delivery Services you have requested, complies with the Community Guidelines.

Delivery, Redelivery, and Undeliverable Packages

If Portier Pacific is not able to complete the delivery for any reason (including, for example, where a Delivery Person is unable to locate the delivery location and is unable to make contact with you), Portier Pacific will attempt to arrange for the return of the Package to you by the Delivery Person.

If Portier Pacific is not able to return the Package to you, you acknowledge and agree that the Package may be left at the original pickup location, an alternative location as instructed by you or at the delivery location or safe place near the delivery location. To the extent feasible and if requested by you, Portier Pacific may also attempt to facilitate an exchange of the undelivered Package between you and the Delivery Person.

You are responsible for the reasonable costs associated with the return, redelivery or disposal of your Package, except where the return, redelivery or disposal arises from any fraudulent, unlawful or negligent act or omission by Uber or Portier Pacific or a Delivery Person. Portier Pacific reserves the right to charge you for the reasonable costs associated with the return, redelivery or disposal of your Package using your payment method designated in your Account.

Title and risk

You acknowledge that neither Portier Pacific nor its affiliates nor any Delivery Person takes any title to Packages. Portier Pacific will have control and care of the Package in accordance with these Uber Delivery Terms, until the Connect Delivery Services are completed, end or are cancelled, including where the Package is returned, redelivered or disposed of.

Loss or Damage to Packages; Sending Food or Beverages; No Insurance

You acknowledge and agree that Connect Delivery Services are available for sending Packages up to AUD \$100 in value. The limitations and exclusions set out in section 5 below apply to the use of Connect Delivery Services, including any loss or damage to Packages provided for delivery. If a Package is lost or damaged in transit, see the Uber Connect loss or damage policy available [here](#).

Portier and its affiliates do not maintain insurance for loss, damage or theft. You should contact an insurance agent or broker if insurance coverage is desired. Portier and its affiliates do not provide insurance coverage.

Subject to the limitations and exclusions set out in section 5, if you use the Connect Delivery Services to send food or beverages or other items not otherwise prohibited by these Uber Delivery Terms, you assume full responsibility for such items after delivery, including any damage due to temperature sensitivity and/or tampering. You further assume full responsibility for chilling any perishables immediately upon delivery to help maintain the safety and quality of those items.

3.3 GENERAL

User Accounts

To use the Uber Delivery Services you must register and maintain an active personal user services account with Uber (in its capacity as licensor of the Uber branded applications and websites) (“**Account**”) (as described in section 3 (‘Your Use of the Services’) of the Uber Terms). Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Uber Delivery Services.

User Requirements and Conduct

The Uber Delivery Services are not available for use by persons under the age of 18. You may not allow persons under the age of 18 to receive Uber Delivery Services unless permitted by you, and you agree to take full responsibility for their acts or omissions. You agree to comply with all applicable laws when accessing or using the Uber Delivery Services, and you may only access or use the Uber Delivery Services for lawful purposes (e.g., no transport of unlawful or hazardous materials) and in accordance with these Uber

Delivery Terms. You will not, in your use of the Uber Delivery Services, cause nuisance, annoyance, inconvenience, or property damage, whether to Portier Pacific, a Delivery Person or any other party, including Portier Pacific, its affiliates (including Uber (in its capacity as licensor of the Uber branded applications and websites)) or any of their employees, agents or contractors. You are responsible for providing Portier Pacific with the correct delivery address and ensuring that the delivery location can be accessed safely, and agree that the Uber Delivery Services may not be completed if you have provided the incorrect delivery address or the delivery location cannot be safely accessed.

In certain instances you may be asked to provide proof of identity or other method of identity verification to use or accept deliveries made via the Uber Delivery Services, and you agree that you may be denied use of the Uber Delivery Services or may not be able to receive a delivery via the Uber Delivery Services if you refuse to provide proof of identity or other method of identity verification.

Promotional Codes

You acknowledge that Portier Pacific may, in its sole discretion, create promotional codes that may provide discounts or other features or benefits related to the Uber Delivery Services, subject to any additional terms that Portier Pacific establishes on a per promotional code basis (“**Delivery Promo Codes**”). You agree that Delivery Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Portier Pacific; (iii) may, as permitted by law, be disabled by Portier Pacific at any time without liability to Portier Pacific (iv) may only be used pursuant to the specific terms that Portier Pacific establishes for such Delivery Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Portier Pacific reserves the right to withhold or deduct discounts or other features or benefits obtained through the use of Delivery Promo Codes by you or any other user in the event that Portier Pacific reasonably determines or believes that the use or redemption of the Delivery Promo Code was in error, fraudulent, illegal, or in violation of the applicable Delivery Promo Code terms or these Uber Delivery Terms. This section does not apply to promotional codes for services other than the Uber Delivery Services. Instead, the Uber Terms apply to those promotional codes.

4. PAYMENT

This part sets out the payment provisions applicable to the Uber Delivery Services provided by Portier Pacific

Portier Pacific Charges

You understand that use of the Uber Delivery Services may result in charges to you for the Uber Delivery Services you receive from Portier Pacific in accordance with these Uber Delivery Terms (“**Portier Pacific Charges**”). In addition, your use of Uber Eats will result in

charges for the Items and any Merchant Delivery you receive from a Merchant (**Merchant Charges**). Any Merchant Charges are payable in accordance with the Uber Terms (as "Third Party Charges" under those Uber Terms).

MBB-8

General Payment Terms

You agree to pay Portier Pacific the applicable Portier Pacific Charges and are responsible for paying all Portier Pacific Charges incurred under your Account. Portier Pacific Charges are in Australian Dollars and inclusive of GST and applicable taxes where required by law. Portier Pacific Charges paid by you are final and non-refundable, unless otherwise determined by Portier Pacific or required by the Australian Consumer Law. Under the Australian Consumer Law, you may be entitled to a refund for a major failure of the Uber Delivery Services, or other remedies for a minor failure.

All Portier Pacific Charges are due immediately and payable to Portier Pacific using the preferred payment method designated in your Account, after which you will be sent a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Portier Pacific may use a secondary payment method in your Account, if available.

Portier Pacific will charge you on the basis of the Portier Pacific Charges communicated to you via the Uber Eats App or Uber App before you place your order for any Uber Delivery Services. Portier Pacific may, acting reasonably, establish, remove and/or revise Portier Pacific Charges for any or all Uber Delivery Services at any time, including in certain circumstances such as where you change your delivery address or you choose a service that incurs an additional charge. In these cases, Portier Pacific will let you know about any such changes within a reasonable time, however the specific amount may not be known until after the order has been completed.

Delivery Promo Codes

Portier Pacific may from time to time provide certain users with Delivery Promo Codes that may result in different amounts charged for the same or similar services or goods obtained through the use of the Uber Delivery Services, and you agree that such promotional offers and discounts, are provided without consideration from you, have no monetary value, cannot be redeemed for cash, are not exchangeable or transferable and, unless also made available to you, shall have no bearing on your use of the Uber Delivery Services or the Portier Pacific Charges applied to you.

Gratuities

You understand and agree that, while you are free to provide gratuities to any Delivery Person who is subcontracted to provide you with services obtained through the Uber Delivery Services, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Uber Delivery Services, you will have

the opportunity to rate your experience and leave additional feedback about the Delivery Person.

Cancellations and Refunds for Uber Delivery Services

If you purchase Items from a Merchant and Eats Delivery Services from Portier Pacific, you may cancel your order at any time up until the Merchant has begun preparing your Items. Once the preparation has begun, you will no longer be able to cancel your order without incurring a charge, which will be no more than the full price for your ordered Items in accordance with the Uber Terms. If you cancel your order after the delivery has begun, you will also be charged the full price for any Eats Delivery Services in accordance with these Uber Delivery Terms.

If any Eats Delivery Services fail or are cancelled for reasons that Portier Pacific determines, acting reasonably, are attributed to you (for example, you provided an incorrect delivery address) you will be charged no more than the full price for both the Items in accordance with the Uber Terms, and the full price for any Eats Delivery Services in accordance with these Uber Delivery Terms.

The terms and conditions that apply to charges for Items or Merchant Delivery provided by a Merchant are set out in the Uber Terms.

You may cancel your Connect Delivery Service at any time. If you cancel 5 minutes or more after a Delivery Person accepts your Connect Delivery Service request, you will be charged a cancellation fee. If you cancel after the Delivery Person has collected the Package, you may be charged reasonable costs for the return of the Package to you.

If the Uber Delivery Services fail or are cancelled for any reason that Portier Pacific determines, acting reasonably, are not attributed to you, you will be entitled to a refund for any charges paid for that purchase.

If you have other issues with any Uber Delivery Services, your sole recourse will be with Portier Pacific and Portier Pacific will manage your complaint in accordance with the complaints process set out in section 6. Subject to the Australian Consumer Law, Portier Pacific will provide refunds for Uber Delivery Services at its discretion, acting reasonably.

If you have other issues with Items provided by a Merchant, please see section 6 ('Governing Law; Dispute Resolution') of the Uber Terms.

This section does not limit your rights under the non-excludable portions of the Australian Consumer Law. Under the Australian Consumer Law, you may be entitled to a refund for a major failure of the Uber Delivery Services, or other remedies for a minor failure.

5. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

This part sets out the liability position of Portier Pacific in relation to the provision of any Uber Delivery Services.

LIMITATION SUBJECT TO LOCAL CONSUMER LAW

The limitations and disclaimer in this section 5 do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law, including any of the non-excludable requirements of the Australian Consumer Law.

APPLICATION TO PORTIER PACIFIC AND ITS AFFILIATES

The limitations and disclaimer in this section 5 apply to the liability of Portier Pacific and its affiliates under these Uber Delivery Terms, including in relation to any of the Uber Delivery Services. Neither Portier Pacific nor any of its affiliates will be liable under or in connection with these Uber Delivery Terms for any Uber Services. However, for any Uber Services provided to you, Uber will be exclusively liable to you for Uber Services in accordance with the Uber Terms.

DISCLAIMER

Except as required of Portier Pacific and its affiliates under the consumer guarantees, the Uber Delivery Services are provided “as is” and “as available”. Portier Pacific and its affiliates disclaim all representations and warranties, express, implied or statutory, not expressly set out in these Uber Delivery Terms (including any supplemental terms, where applicable), including any implied warranties of merchantability, fitness for a particular purpose and non-infringement, and make no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Uber Delivery Services or any goods delivered through the use of the Uber Delivery Services, or that the Uber Delivery Services will be uninterrupted or error-free. You agree that the entire risk arising out of your use of the Uber Delivery Services, and any service or good delivered in connection therewith, remains solely with you, to the maximum extent permitted under applicable law, including the Australian Consumer Law.

LIABILITY

Limitation of Liability

If you are acquiring the Uber Delivery Services as a consumer, to the maximum extent permitted by law, Portier Pacific's and its affiliates' liability for a failure to comply with a consumer guarantee in relation to the Uber Delivery Services is limited to, at Portier Pacific's option, the supply of the relevant services again, or the payment of the cost of having the services supplied again.

In addition, the following limitations apply to the specific Uber Delivery Services made available under these Uber Delivery Terms:

(A) Limitation of Liability – Eats Delivery Services

Subject to 'limited inclusions' below, but otherwise notwithstanding anything else in this section 5 and to the maximum extent permitted by law, in no event shall Portier Pacific's or its affiliate's total liability to you in connection with the Eats Delivery Services for all damages, losses and causes (whether in contract, in tort (including negligence), in equity, by operation of law or otherwise) exceed the aggregate value of the specific items plus the value of the Eats Delivery Services you requested at the relevant time.

(B) Limitation of Liability – Connect Delivery Services

Subject to the 'limited inclusions' below, but otherwise notwithstanding anything else in this section 5 and to the maximum extent permitted by law, in no event shall Portier Pacific's or its affiliates' total liability to you in connection with the connect delivery services for all damages, losses and causes of action (whether in contract, in tort (including negligence), in equity, by operation of law or otherwise) exceed one hundred Australian dollars (AUD \$100) plus the value of the Connect Delivery Services you requested at the relevant time.

Exclusion of Liability

Portier Pacific's and its affiliates' liability to you for a breach of any condition, warranty or term of these Uber Delivery Terms that is not a breach of a consumer guarantee is also limited in the following way: Portier Pacific and its affiliates shall not be liable for:

(a) indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data; or

(b) except to the extent set out under the 'limited inclusions' heading below, death, personal injury or property damage,

where that liability is related to, in connection with, or otherwise resulting from any use of the Uber Delivery Services, even if Portier Pacific or its affiliate has been advised of the possibility of such damages.

In addition, Portier Pacific and its affiliates shall not be liable for: (i) delay or failure in performance resulting from causes beyond Portier Pacific's or its affiliates' reasonable control; or (ii) any damages, liability or losses arising out of your use of or reliance on the Uber Delivery Services or your inability to access or use the Uber Delivery Services.

Limited Inclusions

The limitations on Portier Pacific's or its affiliate's liability for Uber Delivery Services under the 'limitation of liability' heading above (and in item (b) under the 'exclusion of liability' heading above) do not apply to any damages, losses and causes of action (whether in contract, in tort (including negligence), in equity, by operation of law or otherwise) that arise from death, personal injury or damage to tangible property directly caused by the

fraud, negligence or wilful misconduct of Portier Pacific, any of its affiliates, or their employees, agents or contractors, including a Delivery Person.

COMPLAINTS

Portier Pacific or its affiliate will maintain a complaints management framework, and will manage this framework in a reasonable way and in accordance with the non-excludable requirements of the Australian Consumer Law.

INDEMNITY

You agree to indemnify and hold Portier Pacific and its affiliates and their officers, directors, employees, agents and contractors (including Delivery Persons) harmless from any and all claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of or in connection with: (i) your use of the Uber Delivery Services or services or goods obtained through your use of the Uber Delivery Services; (ii) your breach or violation of any of these Uber Delivery Terms; or (iii) your violation of the rights of any third party; (iv) in respect of your use or access to Uber Connect and your use of the Connect Delivery Services, arising out of or in connection with any loss or damage to property, any injury, illness or death to any person, any mis-delivery including delivery otherwise than to the addressee, delayed delivery, early delivery or failure to deliver or any other loss or damage of any kind caused by (1) your fraudulent, negligent or unlawful act or omission; or (2) your breach or violation of any of these Uber Delivery Terms.

Your liability under this section will be reduced proportionately if, and to the extent that, Portier Pacific or its affiliate, or any Delivery Person, directly caused or contributed to any such losses.

6. GOVERNING LAW; DISPUTE RESOLUTION

There are a number of mechanisms available to you to resolve any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Uber Delivery Services or these Uber Delivery Terms, including those relating to its validity, its construction or its enforceability (any "**Dispute**"). Portier Pacific or its affiliate operates a complaints process to allow you to make complaints about Portier Pacific, and Portier Pacific or its affiliate also manages refunds to you in relation to those complaints. Portier Pacific or its affiliate will operate this complaints process in a reasonable manner. In addition, you may have rights to make a complaint to fair trading or consumer law bodies in relation to applicable consumer laws, including the non-excludable portions of the Australian Consumer Law.

Except as otherwise set forth in these Uber Delivery Terms, these Uber Delivery Terms shall be exclusively governed by and construed in accordance with the laws of New South Wales, Australia, excluding its rules on conflicts of laws. The Vienna Convention on the

International Sale of Goods of 1980 (CISG) shall not apply. In the event of a Dispute, either party may file an action in the courts of New South Wales, Australia or pursue final and binding arbitration or other alternative dispute resolution as agreed upon by the parties.

Any proceedings, including documents and briefs submitted by the parties, correspondence from a mediator, and correspondence, order and awards issued by an arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation set out in these Uber Delivery Terms.

7. OTHER PROVISIONS

Notice

Portier Pacific may give notice by means of a general notice on the Uber application or website (facilitated by Uber (in its capacity as licensor of the Uber branded applications and website)), electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Portier Pacific by written communication to Portier Pacific's address at C/- PKF Sydney, Level 8, 1 O'Connell Street, Sydney, New South Wales.

General

You may not assign or transfer these Uber Delivery Terms in whole or in part without Portier Pacific's prior written approval. You give your approval to Portier Pacific for it to assign or transfer these Uber Delivery Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Portier Pacific's (or its affiliate's) equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Portier Pacific or of its affiliates as a result of the contract between you and Portier Pacific or use of the Uber Delivery Services.

If any provision of these Uber Delivery Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Uber Delivery Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Uber Delivery Terms. These Uber Delivery Terms, including any incorporated policies, constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. Nothing in this clause limits your rights as a consumer that cannot be

excluded under applicable law, including the Australian Consumer Law. In these Uber Delivery Terms, the words “including” and “include” mean “including, but not limited to”.

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Useful Information / Helpful Guides / Resources

Click [here](#) for the Uber Eats Merchant Service Terms (Australia).

Click [here](#) for Quick Guide for the Uber Eats Merchant Agreement (Australia). Last updated 27 January 2021.

Click [here](#) for an overview of the responsibilities of each participant in the Uber Eats Marketplace from 1 March 2021. Last updated 27 January 2021.

Uber Eats – Merchant Agreement General Terms (Australia)

KEY PRINCIPLES

- *Uber owns the rights to the Uber Tool which can connect merchants with customers in the Uber Eats Active Area for the purpose of selling Items. Portier Pacific provides Portier Pacific Services and Uber provides the Uber Portier BV Services which are related to the use of the Uber Tool.*
- *You will not receive Uber Services or access to the Uber Tool unless:*
 - *Uber and Portier Pacific approve your application to use the Uber Tool and the Uber Services; and*
 - *all conditions referenced in section 1.2 of the General Terms are satisfied.*
- *When you agree to sell Items to customers via the Uber Eats App, you are contracting directly with those customers when you accept their order.*

- *Your Items will be provided to customers based on the option you choose.*
Available options include:
 - *the Uber Delivery Option (where Portier Pacific will provide delivery services to the customer who purchases Items from you);*
 - *the Self-Delivery Option (where you may use your own Delivery Staff to deliver Self-Delivery Items); and*
 - *the Non-Delivery Options (which include the customer picking up Non-Delivery Items (Non-Delivery Option - Pickup), or dining in at your location (Non-Delivery Option - Dine-in)).*
- *Additional options might be added from time to time, and the Service Terms set out more details about these options and other services you choose.*
- *You are responsible for complying with the Agreement, which requires you to (among other things) obtain licences and approvals, set the price of your Items, ensure the quality of your Items, ensure Item descriptions and photos on the Uber Eats App are accurate and not misleading, comply with your tax obligations and provide Portier Pacific and Uber with accurate information.*
- *Uber and Portier Pacific may change this Agreement from time to time, but will tell you before any change is made that detrimentally affects your rights. You can end this Agreement as a result of a detrimental change without penalty.*
- *Please read the Agreement carefully. It includes information as to your responsibilities, how you, Uber and Portier Pacific may change or end the Agreement, what to do if there is a problem and important information about insurance, liability and refunds.*

These General Terms apply to the agreement entered into between the person identified within the Uber Eats sign-up process (**Merchant** or **you**), Uber Portier B.V. (**Uber**) and Portier Pacific Pty Ltd (**Portier Pacific**) (together, the **parties**) for the use of the Uber Tool and the Uber Services, unless otherwise agreed between the parties. These General Terms apply in addition to any Service Terms that apply to the services you choose.

PART 1 – STRUCTURE OF THE AGREEMENT

This part describes how an Agreement is formed between you, Uber and Portier Pacific and the documents that make up the Agreement. It also sets out the steps you need to take before you are able to use the Uber Tool and the Uber Services, and how long the Agreement lasts.

1. STRUCTURE OF THE AGREEMENT

1.1 How the Agreement Works

(a) If:

(i) you click a box indicating your acceptance of these terms; or

(ii) the parties execute an Order Form or Addendum referencing these terms,

you enter into an agreement with Uber and Portier Pacific (the **Agreement**), and agree to be bound by that Agreement. The Agreement will consist of the following documents:

No.	Document	Description
1.	the Order Form (if any)	Details about you and pricing arrangements that apply to the relationship between you, Uber and Portier Pacific.
2.	Addendums (if any)	Specific addendums with special terms that apply to the Uber Services and/or the Uber Tool, as agreed by you, Uber and Portier Pacific.
3.	these General Terms	Terms that apply to the Uber Services and/or the Uber Tool.
4.	the Service Terms	Specific terms that apply to particular services that you may choose, available at http://t.uber.com/serviceterms-au (or a replacement URL).
5.	the Uber Policies	Standard policies that apply to the use of the Uber Services and/or the Uber Tool, available at https://www.uber.com/legal/en/#policies-and-guidelines (or a replacement URL), including each of the Uber Policies listed in section 4.10.

(b) The document that is higher in the above list will apply if there is any conflict between those documents.

1.2 Conditions Precedent

(a) Uber and Portier Pacific will not provide any Uber Services or the Uber Tool to you unless you have met the following conditions (**Conditions Precedent**):

No.	Category	Condition
1.	Licence or permit to operate a food business	If you propose to make food Items available via the Uber Eats App from your location, and if requested by Portier Pacific, you have provided Portier Pacific with a valid and up to date licence or permit as required by Law to operate a food business in the local council area in which your location operates.
2.	Licence or permit to sell, supply and deliver Alcohol Items	If you propose to make Alcohol Items available via the Uber Eats App from your location, you have provided Portier Pacific with a valid and up to date licence or permit as required by Law to sell, supply and deliver alcohol from those locations.
3.	Completion of onboarding requirements	You have provided all documents or other information requested by Uber or Portier Pacific for your onboarding to the Uber Tool and Uber and Portier Pacific have approved the addition of your location(s) to the Uber Eats App (at their discretion).

(b) You have no right to receive any Uber Services or use the Uber Tool unless and until Uber and Portier Pacific confirm that the Conditions Precedent have been met. If you have not met the Conditions Precedent within 90 days after the Effective Date, this Agreement will automatically terminate.

2. TERM OF THE AGREEMENT

(a) Your Agreement will start on the earlier of:

- (i) the date that you click a box indicating your acceptance of these terms; and
- (ii) the "Effective Date" set out in your Order Form (if any),

(Effective Date).

(b) The Agreement will continue for one year from the Effective Date (the **Initial Term**) and will automatically renew for successive one year periods (each, a **Renewal Term**).

(c) The Agreement may end earlier, if it is terminated by you, Portier Pacific or Uber in accordance with the Agreement.

PART 2 – ROLES AND RESPONSIBILITIES, FEES AND PAYMENT

This part describes each party's role and responsibilities under this Agreement. This includes your obligations in relation to the price and quality of Items.

This part also sets out how the fees and charges are calculated, including the fees payable to Portier Pacific, the amount that you receive from your customers and the circumstances where you are responsible for the cost of refunds provided to your customers.

3. SERVICES

3.1 General Description

(a) If you satisfy all Conditions Precedent referenced in section 1.2:

- (i) Portier Pacific will provide the Portier Pacific Services to you;
- (ii) Uber will provide the Uber Portier BV Services to you; and
- (iii) Uber will grant you a licence to use its tablet, mobile and web applications and other technology interfaces during the Term (the **Uber Tool**).

(b) Uber (or its Affiliate) may also make the Uber Eats App available to your customers.

(c) Together, the Uber Services and Uber Tool enable you to:

- (i) seek, receive and fulfil requests for Items from your customers who order from you using the Uber Eats App, and are located within the Uber Eats Active Area; and

(ii) receive from Uber and/or Portier Pacific, other services under the Service Terms.

(d) Unless otherwise set out in the Service Terms, to receive the Uber Services and use the Uber Tool, you must make your approved Items available via the Uber Eats App during your normal business hours or as otherwise agreed by the parties.

3.2 Service Scope

(a) During the Term, Portier Pacific will:

(i) provide lead generation services to you;

(ii) unless otherwise specified in the Service Terms and provided you have supplied all relevant business and taxation information in the Uber Tool, issue receipts and invoices to your customers on your behalf for Items and Merchant Services sold by you via the Uber Eats App;

(iii) other than as provided in section 3.2(b) below, respond to complaints and refund requests on your behalf about issues arising in connection with Items sold by you via the Uber Eats App; and

(iv) perform any other services or activities described in these General Terms, the Service Terms for services you have chosen, or any Addendum agreed between you, Uber and Portier Pacific, excluding any Uber Portier BV Services,

(the **Portier Pacific Services**).

(b) During the Term, Uber will enable:

(i) the collection of payments from your customers on your behalf;

(ii) the processing of payments to you;

(iii) the management of any issues, complaints or other activities associated with the processing of payments;

(iv) the processing of refunds to your customers and wholly or partially deduct refunds from payments owed to you; and

(v) any other services or activities expressly stated to be provided by Uber in these General Terms, the Service Terms for services you have chosen, or any Addendum agreed between you, Uber and Portier Pacific,

(the **Uber Portier BV Services**).

3.3 Application of the Service Terms

(a) The Uber Services include the provision by Uber or Portier Pacific (as applicable) of the specific services that you have chosen from time to time.

(b) Unless otherwise agreed in writing, the Service Terms available at <http://t.uber.com/serviceterms-au> (or a replacement URL), as updated from time to time, in accordance with the terms of this Agreement, will apply to the specific services you choose. The Service Terms for a particular service will not apply to you unless you make use of the service. Section 1.1 above will apply to any conflict between the Service Terms and these General Terms.

(c) Section 14.2 below will apply to any modifications to the Service Terms made by Uber and Portier Pacific from time to time.

3.4 Promotional Activities

(a) As part of the Portier Pacific Services, Portier Pacific will display the availability of your Items on the Uber Eats App to customers in the Uber Eats Active Area, subject to the terms of this Agreement.

(b) You understand that:

(i) Portier Pacific and its Affiliates are not obliged to display your Items on the Uber Eats App at all times, and are not obliged to display your Items outside the Uber Eats Active Area; and

(ii) Portier Pacific and its Affiliates may, but are not obliged to, promote your Items in various ways, such as on Portier Pacific's and its Affiliates' social media channels, websites, online and print advertisements and blogs, and via push notifications or emails.

3.5 Reporting

As part of the Portier Pacific Services, Portier Pacific and its Affiliates will provide the following information to you:

(a) aggregate information regarding the number of Items sold by you to your customers via the Uber Eats App; and

(b) information regarding any refunds given to your customers where the cost of such refunds were wholly or partially deducted from payments owed to you in accordance with the Merchant Refund Policy in the reporting period, including the date of the transaction, the Item ordered and the reason for the refund.

3.6 Your Acknowledgements

(a) You acknowledge and agree that any materials provided to you by Uber and/or Portier Pacific in connection with the Uber Tool and/or Uber Services are Uber's and Portier Pacific's Confidential Information. These materials may include information on demand and suggestions, consumer preferences and merchant case studies.

(b) You acknowledge and agree that:

(i) the Uber Services and the Uber Tool enable you to offer Items via the Uber Eats App to customers located within the Uber Eats Active Area only;

(ii) Portier Pacific will use various tools from time to time, such as changes to the size of the Uber Eats Active Area for your location, to manage marketplace conditions, including supply and demand, with a view to ensuring the efficient and reliable operation of the Uber Eats marketplace for all participants;

(iii) neither Uber, Portier Pacific nor any of their Affiliates make any guarantee in relation to the size of the Uber Eats Active Area for your location(s), the number of Items you will sell via the Uber Eats App, the ability of Portier Pacific to undertake delivery (if you offer Delivery Items), or the number or geographic location of users of the Uber Eats App that will see you or your Items on the Uber Eats App; and

(iv) as between you, Uber and Portier Pacific, Uber will retain sole and absolute control over the Uber Eats App (and all elements of the user experience and user interface relating to the Uber Eats App), including with respect to: (A) the personalisation of the Uber Eats App for customers; (B) the prioritisation and display of options available to customers; (C) the search functionality and results provided to customers; and (D) adding, removing or otherwise modifying any feature or functionality made available through the Uber Eats App to optimise reliability or efficiency on the Uber Eats App.

(c) If you are not satisfied with the Uber Eats Active Area for your location, changes to the Uber Eats Active Area, changes to the Uber Eats App or any other matter described in section 3.6(b) over time, you may stop using the Uber Services and the Uber Tool at any time and can terminate this Agreement in accordance with your rights under section 13. Nothing in this section 3.6 prevents you from offering Items outside the Uber Eats App in geographic locations in or outside of the Uber Eats Active Area.

4. YOUR ROLE AND RESPONSIBILITIES

4.1 Your relationship with Uber and Portier Pacific

By entering into this Agreement, you acknowledge that:

(a) if you choose to offer Delivery Items, Portier Pacific will provide delivery services directly to the customer, under an agreement between Portier Pacific and that customer; and

(b) other than as set out in section 4.1(a) above, neither Uber, Portier Pacific nor any of their Affiliates provide any other delivery or transportation services in connection with Items sold by you via the Uber Eats App.

4.2 Approved Items

(a) You are only allowed to offer an item for sale via the Uber Eats App if that item, or category of items, is approved by Portier Pacific. To avoid doubt, any approval provided by

Portier Pacific in respect of an item, or category of items, may be limited to a specific merchant or location.

(b) Portier Pacific may, acting reasonably, remove Items from the Uber Eats App if Portier Pacific, acting reasonably determines that:

(i) the Item is not an approved item or part of an approved category of items, or if Portier Pacific discovers an Item has been approved in error;

(ii) the Items are inappropriate for sale via the Uber Eats App. Inappropriate Items include people, animals of any size, illegal items, alcohol and pharmaceutical items (unless otherwise approved by Portier Pacific), fragile items, dangerous items (such as weapons, explosives or flammables), stolen goods, or any Items that you do not have permission to sell or send; or

(iii) the description of the Items, or any photographs of the Items, that you make available on the Uber Eats App are inaccurate or misleading.

(c) Uber, Portier Pacific, or one of their Affiliates will let you know, in accordance with section 14.2(c), at least 30 days before making any modification to the approved categories of items that will be detrimental to your rights under this Agreement.

4.3 Provision of Items

(a) Items may be provided to your customer via different options as further described in the Service Terms. The option used depends on the specific services that you have chosen. Each option allows you to receive requests for Items from customers using the Uber Eats App, sell Items to customers and receive payment from customers for Items. If permitted under the Service Terms (or otherwise approved by Portier Pacific in writing), some options may also allow you to receive requests for Merchant Services, sell Merchant Services to customers, and receive payment from customers for Merchant Services. The sale and purchase of any Items and Merchant Services (if any) takes place directly between you and your customer.

(b) Depending on the specific services that you have chosen, additional Service Terms may apply. For each option, unless otherwise specified in the applicable Service Terms:

(i) Portier Pacific will charge an Uber Eats Fee (for the relevant option), in accordance with section 5;

(ii) Portier Pacific and Uber will perform the applicable Uber Services set out in these General Terms and the Service Terms;

(iii) you must comply with the obligations applicable to you in these General Terms and the Service Terms and, unless otherwise specified, the Service Terms for one service do not limit any of your obligations under the Service Terms or these General Terms for any other service; and

(iv) subject to the relevant Service Terms for specific services, you may choose to use any option set out in the Service Terms, for the provision of Items to your customers.

4.4 Quantity, Type and Price of Items

(a) Subject to section 4.2, you are responsible for determining the quantity and type of Items you make available via the Uber Eats App.

(b) Portier Pacific and its Affiliates may provide information to you regarding predicted customer demand. You are not required to act on this information and Portier Pacific and its Affiliates do not make any representation that the predicted customer demand will be met. It is your responsibility to assess the predicted customer demand and any other relevant factors that may be relevant in the circumstances and to determine the quantity and type of Items you wish to make available via the Uber Eats App.

(c) You are responsible for setting the retail price (**Retail Price**) for each Item that you make available via the Uber Eats App.

4.5 Quality of Items

(a) You are responsible for ensuring that Items are handled appropriately and are appropriate for sale via the Uber Eats App. This includes ensuring that your:

(i) Items (excluding Non-Delivery Items intended for consumption at your location) are packaged appropriately for delivery including transport (which also includes ensuring food safety during transport and any additional protection necessary based on the nature of the Item); and

(ii) Items, their handling and sale and all information you provide about them including nutritional and other information (such as calorie count or allergen information), comply with all Laws, including the Food Acts and Food Code, this Agreement and all applicable Uber Policies, and are accurate and not misleading.

(b) Without limiting section 4.5(a), you agree that you are solely responsible for:

(i) determining the criteria that apply to your Items, such as any quality, portion, size, ingredient and other criteria that apply to your Items;

(ii) ensuring that your Items meet those criteria when those Items are made available via the Uber Eats App; and

(iii) ensuring that the description of your Items, and any photographs of your Items that you make available on the Uber Eats App are (and continue to be) accurate and not misleading.

4.6 Item Inventory

- (a) For Delivery Items, you maintain title to each Item until the Item is delivered to your customer by Portier Pacific.
- (b) For Self-Delivery Items, you maintain title to each Item until the Item is delivered to your customer by your Delivery Staff.
- (c) For Non-Delivery Items, you maintain title to each Item until the Item is provided to your customer by you or your agent.

4.7 Refunds

- (a) Unless otherwise specified in the Service Terms, as part of the Uber Portier BV Services provided under this Agreement, Uber will process refunds to your customers in relation to issues arising in connection with the Items they ordered from you via the Uber Eats App.
- (b) You can find out more about the refund process by reading the Merchant Refund Policy.
- (c) The Merchant Refund Policy provides information about how Uber will apply refunds on your behalf and describes the circumstances where you may be responsible for the costs of refunds for Items to your customers. You agree that if Uber, acting reasonably, determines that you are responsible for the cost of a refund in accordance with the Merchant Refund Policy, you will be responsible for the costs of the refunded Item (or partial costs if only part of the Item was refunded).
- (d) Uber may deduct these costs from the payment owed to you under this Agreement, in accordance with the Merchant Refund Policy.
- (e) If you believe that Uber has deducted the cost of any refund from you in error, you may dispute the deduction in accordance with the Merchant Refund Policy by contacting restaurants.anz@uber.com (or a replacement email address) and reporting your issue. If you dispute a deduction, Uber will consider the dispute reasonably, taking into account any information provided by you about the circumstances related to the refund. You will not be held responsible for the cost of the relevant refund if Uber believes, acting reasonably, that you are not at fault. The Merchant Refund Policy may be amended under section 14.2, which also provides you with the right to terminate this Agreement if you do not agree with certain changes to that policy.

4.8 Provision of Alcohol Items

The Service Terms for Alcohol Items apply to you if you offer to sell Alcohol Items to your customers via the Uber Eats App, which is only permitted with the prior approval of Portier Pacific.

4.9 Restrictions

- (a) For each order that you receive via the Uber Eats App, you must not include any additional materials in bags or packages for your customers other than Items and other materials approved by Portier Pacific.

(b) Portier Pacific may, acting reasonably, restrict the sale of Items via the Uber Eats App based on physical attributes of such Items (eg, weight (per Item or in aggregate), height, shape, or appropriateness for delivery). Without limiting this section 4.9(b), if you make Delivery Items available via the Uber Eats App, you:

(i) acknowledge that Portier Pacific provides delivery services under an agreement between Portier Pacific and the customer, and Portier Pacific reserves the right to refuse to accept any Delivery Item for delivery in its sole discretion; and

(ii) must ensure that each order of Delivery Items does not weigh (in total) more than 13kg.

4.10 Uber Policies

(a) You must comply with the Uber Policies that apply to your use of the Uber Services and the Uber Tool, and ensure your employees and agents (and your Delivery Staff, if you use the Self-Delivery Option) do the same. The Uber Policies are available on Uber's website at <https://www.uber.com/legal/en/#policies-and-guidelines> (or a replacement URL) and as at the date of these General Terms include: Community Guidelines, Merchant Refund Policy, Feedback Policy, Uber Non-Discrimination Policy, Guidelines for Public Health Authorities and User Generated Content Policy.

(b) Uber, Portier Pacific or their Affiliates may update the Uber Policies from time to time in accordance with section 14.2.

4.11 Changes to Your Locations or Business

(a) You must tell Uber and Portier Pacific if you intend to add a location to, vary a location, or remove a location from, the locations from which you will make Items available via the Uber Eats App (including the addition of any Virtual Storefront).

(b) If you are adding or varying a location you must provide all licences, permits or other documents or information requested by Uber or Portier Pacific, and you give the warranties in section 9(b) for each new location (including any Virtual Storefront location). You will not be permitted to make Items available via the Uber Eats App from that location until Uber or Portier Pacific has approved the new location.

(c) If your location remains offline on the Uber Eats App for over 60 days (other than as a result of section 13.2(b)), Uber and Portier Pacific may remove that location from the Uber Eats App provided that Uber, Portier Pacific or their Affiliates give you at least 7 days' notice before the removal. You may be required to pay Portier Pacific an Activation Fee to reinstate a location that has been removed.

(d) You must tell Uber and Portier Pacific in writing when, or as soon as reasonably possible after, there is a Change in Ownership of you or your business. You must give Uber and Portier Pacific reasonable assistance (including providing copies of relevant documentation) as requested to enable Uber and Portier Pacific to make any necessary adjustments to your account and/or Uber or Portier Pacific's systems.

4.12 Licences and Permits

(a) Without limiting any other part of this Agreement, you must obtain and maintain all applicable licences and permits, and comply with all notification and registration obligations, to enable you to operate your business, sell and offer for delivery your Items from each of your locations via the Uber Eats App in accordance with all applicable Laws, including the Food Acts and Food Code.

(b) You must immediately notify Portier Pacific of any change or modification (eg, expiration, revocation, renewal or termination) to any licences, permits or registrations that you are required to provide to Portier Pacific under this Agreement, under sections 1.2(a), 4.11(b) or any applicable Service Terms (**Required Licences**) and immediately provide Portier Pacific with any new or updated Required Licenses. Portier Pacific may remove Items from your menu on the Uber Eats App or suspend your account in accordance with section 13.2 if you fail to comply with these obligations.

4.13 Modern Slavery Prohibition

You must not engage in any practice which would violate any national or international law regarding slavery or human trafficking. You must notify Uber and Portier Pacific as soon as you become aware of any actual or suspected slavery or human trafficking in a supply chain that has a connection with this Agreement.

4.14 Ratings

(a) After receiving an Item, your customer may be prompted by the Uber Eats App to provide a rating of that Item and any feedback related to you or that Item (**Customer Feedback**).

(b) Portier Pacific and its Affiliates may use, share, and display Customer Feedback for any purpose related to their businesses without attribution to you or your approval. You acknowledge that Portier Pacific and its Affiliates are distributors (without any obligation to verify) and not publishers of Customer Feedback, provided that Portier Pacific and its Affiliates may edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other Personal Data, violate any privacy or other applicable Laws, or Portier Pacific's or its Affiliates' content policies.

4.15 Special terms for Franchisors

(a) If you are the franchisor of a franchise system (**Franchisor**), and you wish to allow your franchisees (who are not owned or operated by you or your Affiliates, using a brand or name permitted to be used by you under your agreement with that franchisee) (**Franchisees**) to benefit from the terms and conditions of your Agreement, you must seek approval from Uber and Portier Pacific.

(b) If Uber and Portier Pacific approve your request under section 4.15(a):

(i) each of your Franchisees may benefit from the terms and conditions of your Agreement, subject to: (A) your continued compliance with this section 4.15; and (B) the relevant Franchisee entering into an agreement with Uber and Portier Pacific, which references your Agreement; and

(ii) you must notify Uber and Portier Pacific immediately if: (A) you become aware that your agreement with any of your Franchisees (who has entered into an agreement with Uber and Portier Pacific referencing your Agreement) will expire, terminate or end for any reason; or (B) your franchise agreement with any of your Franchisees (who has entered into an agreement with Uber and Portier Pacific referencing your Agreement) has expired, terminated or ended for any reason.

4.16 Special terms for Franchisees

If you are a Franchisee who has entered into an Agreement with Uber and Portier Pacific referencing your Franchisor's agreement with Uber and Portier Pacific:

(a) you agree that Uber and Portier Pacific may provide the following information to your Franchisor:

(i) information about the performance of your obligations under your Agreement; and

(ii) any data and information arising out of your use of the Uber Tool and Uber Services (including sales and other transactional data, whether historical or current);

(b) you must notify Uber or Portier Pacific immediately if:

(i) you become aware that your franchise agreement with the Franchisor will expire, terminate or end for any reason; or

(ii) your franchise agreement with the Franchisor has expired, terminated or ended for any reason;

(c) if you or the Franchisor notify Uber or Portier Pacific of the expiry, termination or end of your franchise agreement with the Franchisor, your Agreement will automatically terminate:

(i) immediately, where your franchise agreement with the Franchisor has already expired, terminated or ended at the time of the notification to Uber or Portier Pacific; or

(ii) upon the expiry, termination or end of your franchise agreement with the Franchisor, where the notification to Uber or Portier Pacific is given prior to the expiry, termination or end of your franchise agreement with the Franchisor;

(d) if the Franchisor enters into a new agreement with Uber and Portier Pacific (the **Franchisor's New Agreement**) to replace the agreement that exists between those parties as at the Effective Date of your Agreement (the **Franchisor's Existing Agreement**), this Agreement will continue to apply on the same terms that were applicable immediately

prior to the replacement of the Franchisor's Existing Agreement until this Agreement is replaced by a new agreement between you, Uber and Portier Pacific on terms that are consistent with the Franchisor's New Agreement; and

(e) you acknowledge that Uber and Portier Pacific are entering into this Agreement with you only for so long as the Franchisor's Existing Agreement continues to be in place. Except to the extent that section 4.16(d) applies to this Agreement, if the Franchisor's Existing Agreement expires, terminates or ends for any reason, this Agreement will terminate automatically at the same time as the expiry, termination or end of the Franchisor's Existing Agreement.

5. FEES AND PAYMENT

5.1 Payment for Items

(a) You appoint Uber as your limited payment collection agent solely for the purpose of accepting payments from your customers on your behalf.

(b) Payment made by your customer to Uber, for Items and services provided by you to that customer, will be considered the same as payment made directly by your customer to you.

(c) In exceptional circumstances only (as determined by Uber in its sole discretion, acting reasonably), Uber reserves the right to temporarily or permanently cancel or suspend a payment to you. Under this section, exceptional circumstances include but are not limited to a breach of this Agreement, any legal or regulatory risk or potential breach of Law associated with the transfer of such payment to you, the actual or expected initiation of insolvency or bankruptcy proceedings against you and any failure by you to provide any documentation or information required under section 1.2(a), section 4.11, section 4.12, or section 5.9.

5.2 Uber Eats Fee

(a) In exchange for the Portier Pacific Services provided by Portier Pacific as described in this Agreement, you agree to pay Portier Pacific a fee for each order placed with you via the Uber Eats App, calculated in accordance with section 5.2(b) (the **Uber Eats Fee**). You must also pay any Activation Fee, Damage Fee or other fee set out in your Order Form or (if not otherwise agreed in writing) on the Standard Fee Webpage at <https://restaurants.ubereats.com/au/en/pricing/> (or a replacement URL).

(b) Subject to any Service Terms or Addendum for a particular service, Portier Pacific will calculate the Uber Eats Fee for each order placed with you via the Uber Eats App as set out on the Standard Fee Webpage. Unless otherwise specified, if any portion of the Uber Eats Fee is expressed as a Fee Percentage, the Fee Percentage portion of the Uber Eats Fee will be calculated as follows:

(i) the Retail Price of the Item(s) sold by you via the Uber Eats App (including any GST) (the **Item Revenue**);

(ii) multiplied by the Fee Percentage specified from time to time at the Standard Fee Webpage, unless a different Fee Percentage has been agreed in writing. The applicable Fee Percentage will depend on the specific services that you have chosen.

(c) If you are paid for an Item, you must pay the applicable Uber Eats Fee to Portier Pacific.

(d) Subject to providing notice where required under section 14.2, Uber or Portier Pacific may update the Standard Fee Webpage from time to time.

5.3 Additional Fees and Charges

(a) You may charge your customers other fees and charges in relation to the Items or Merchant Services offered to your customers, to the extent such fees and charges are:

(i) permitted in accordance with applicable Service Terms;

(ii) specified on the Standard Fee Webpage; or

(iii) otherwise approved by Portier Pacific in writing (including in an Addendum),

(Additional Fees and Charges).

(b) You authorise Uber to collect any Additional Fees and Charges on your behalf.

5.4 Remittance of Item Payment

(a) Subject to any Service Terms for a particular service, Uber will remit to you the total Item Revenue and Additional Fees and Charges earned by you, less:

(i) the Uber Eats Fee payable to Portier Pacific;

(ii) the cost of any refunds given to your customers on your behalf in accordance with the Merchant Refund Policy; and

(iii) any other amount that Uber is permitted to deduct from the Item Revenue in accordance with the terms of this Agreement, or that Uber is required to deduct by Law,

(such final remitted amount being the **Item Payment**).

(b) Unless agreed with you otherwise, the Item Payment will be remitted to you on a weekly basis.

5.5 Activation Fee

(a) In exchange for the Portier Pacific Services provided by Portier Pacific as described in this Agreement, you also agree to pay Portier Pacific an activation fee (as specified in your Order Form or on the Standard Fee Webpage) (**Activation Fee**) per location. For the avoidance of doubt, a Virtual Storefront is a separate location for the purpose of this section 5.5.

(b) Until you have paid the full Activation Fee for all locations, you agree that Uber may deduct from your Item Revenue the Activation Fee (in full or in part) payable to Portier Pacific before remitting the Item Payment to you.

5.6 Payment Processing Errors

(a) Uber reserves the right, in its sole discretion, to seek reimbursement from you if Uber discovers payment processing errors.

(b) If there has been a payment processing error, you agree that Uber may recover from you an amount equivalent to the error by either:

(i) deducting the applicable amount from your Item Revenue prior to remitting the Item Payment to you;

(ii) debiting your card on file or your bank account on record; or

(iii) seeking reimbursement of the applicable amount from you by any other lawful means.

(c) You expressly authorise Uber to use any or all of the above methods to seek reimbursement.

(d) It is your responsibility to ensure that any card details or bank account information that you provide to Uber are accurate and remain up to date.

5.7 GST and Other Taxes

(a) In relation to the Items sold by you via the Uber Eats App:

(i) you are the 'supplier' of all Items (including delivery services related to such Items, if you choose the Self-Delivery Option) for GST purposes and the responsible party for collection and remittance of all applicable taxes; and

(ii) the Retail Price for each Item must include GST, but you are solely responsible for determining all applicable taxes and identifying and informing Uber of the appropriate tax amount for Uber to collect on your behalf for Items sold by you via the Uber Eats App.

(b) In relation to the Uber Eats Fee and other amounts payable under this Agreement:

(i) for the purposes of the GST Law, Portier Pacific supplies to you the Portier Pacific Services in sole consideration for the Uber Eats Fee. In addition, Uber supplies to you a licence to use the Uber Tool and the Uber Portier BV Services for no consideration;

(ii) all amounts payable, or consideration provided by you to Portier Pacific under this Agreement are exclusive of GST (unless expressly stated otherwise). If a party is required under this Agreement to reimburse or indemnify another party for any loss, cost or expense, the amount of the relevant loss, cost or expense shall be determined net of any GST input tax or deduction from output tax available to the other party (or, where the other party is a member of a GST group, the representative member of that group). Where the

reimbursement or indemnity payment is itself consideration for a taxable supply by Portier Pacific, section 5.7(b)(iii) will apply in respect of the reimbursement or indemnity payment; and

(iii) if GST is payable on any supply by Portier Pacific made under this Agreement, for which the consideration is not expressly stated to include GST, you agree to pay Portier Pacific an additional amount equal to the GST at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. In this Agreement, GST that is payable by Portier Pacific includes GST that is payable by the representative member of Portier Pacific's GST group.

(c) You represent and warrant that you are:

(i) a resident in Australia for Australian income tax purposes; and

(ii) registered for GST, and will remain registered for GST, at all times during the Term.

5.8 Currency

All amounts under this Agreement must be paid in Australian dollars.

5.9 Additional information

(a) Portier Pacific or Uber may, from time to time, ask you to provide certain additional information (**Additional Information**) relating to particular Items or particular sales of Items for the proper determination, calculation, collection, and remittance of taxes, or to comply with other applicable laws or regulations. Additional Information may include, but is not limited to: Universal Product Codes (UPCs), Global Trade Item Numbers (GTINs), Stock Keeping Units (SKUs), ingredients, temperature, container, weight, volume, quantities, serving/portion size, nutritional facts, inclusion of utensils, method of preparation (eg, sliced), identity of preparer, whether the Item is “ready-to-eat”, or intended use.

(b) You are solely responsible for providing Additional Information requested by Portier Pacific or Uber in a timely manner. If you do not provide Additional Information in a timely manner, in response to a request by Portier Pacific or Uber, Portier Pacific may temporarily remove affected Items from your menu on the Uber Eats App until the Additional Information is received.

PART 3 – OWNERSHIP OF MATERIALS, CONFIDENTIALITY AND PRIVACY

This part describes the rights that you, Uber and Portier Pacific have in relation to materials made available under this Agreement, including the Uber Tool and Devices

provided to you. It also describes what steps you, Uber and Portier Pacific will take to protect confidential information and your obligations in respect of Personal Data.

6. INTELLECTUAL PROPERTY

6.1 Ownership of Uber Materials

(a) Uber, its Affiliates and their licensors own, or have the rights to, the Uber Tool and all related materials and data (together, the **Uber Materials**). This includes all Intellectual Property Rights.

(b) The only rights that you have to the Uber Materials are the rights set out in this Agreement.

(c) Without limiting any other part of this Agreement, you must not:

(i) copy, modify, distribute, sell or lease any part of the Uber Tool or any other Uber Materials;

(ii) reverse engineer or attempt to extract the source code of Uber's or its Affiliates' software, except to the extent allowed by Law; or

(iii) improperly use the Uber Tool, any other Uber Materials or any Uber Service.

6.2 Licence

(a) Subject to you complying with the terms of this Agreement (including the satisfaction of the Conditions Precedent in section 1.2), Uber grants you for no charge a non-exclusive, royalty-free, non-transferable, non-sublicensable and non-assignable licence to use the Uber Tool for the Term.

(b) You may only use the Uber Tool in connection with your use of the Uber Services under this Agreement.

6.3 Licence to Each Party's Marks

(a) You grant to Uber and Portier Pacific (and their Affiliates) a licence to use your Marks and Uber grants to you a licence to use Uber's Marks, each subject to the terms of this Agreement. You are only permitted to use Uber's Marks for the purpose of performing the activities permitted in this Agreement. Uber, Portier Pacific and their Affiliates are only permitted to use your Marks, for the purpose of performing the activities permitted in this Agreement (including promotional activities under section 3.4 and any use or display of your Marks in connection with making Items available through the Uber Eats App) and for displaying on their websites and in other public or private communications for their own marketing or promotional activities.

(b) The licences granted to you, Uber, Portier Pacific (and their Affiliates) under section 6.3(a) continue for the Term. The licences are granted for no charge and are limited, non-exclusive, non-transferable and royalty-free.

(c) The rights of you, Uber, Portier Pacific (and their Affiliates) to use the Marks licensed to them under section 6.3(a) are subject to the following restrictions:

(i) a party must only use the Marks in the form and format specified or approved by the owner of those Marks, and any use or display by you of the Marks of Uber, Portier Pacific or their Affiliates must conform to the current version of the "Uber Eats Brand Guidelines", which can be found at: <https://brand.uber.com/guide#logo-overview> (or a replacement URL);

(ii) a party must not use the Marks for any purpose other than what is permitted in this Agreement, without the prior, express, written consent of the other party;

(iii) all goodwill related to the use of the Marks by another party (and, in the case of Uber or Portier Pacific, by their Affiliates) will benefit the owner of those Marks and not any other party; and

(iv) each party licensing a Mark reserves the right to revoke the licence to use the Mark if that party reasonably considers that the quality of the other party's goods, services or performance of its obligations under this Agreement falls below an acceptable standard.

(d) You must not try to register, use or claim ownership over any of Uber's or any of their Affiliates' Marks.

(e) Portier Pacific may remove any of your Marks from the Uber Eats App if they reasonably believe that any of your Marks are inappropriate or infringe the rights (including the Intellectual Property Rights) of any third party.

(f) You must not bring a claim against Uber or Portier Pacific, or any of their Affiliates or directors, officers, employees or agents, or assert a defence against any claim by any of those parties, alleging that any use or exploitation by them of your Marks in accordance with this Agreement infringes your rights (including Intellectual Property Rights).

(g) The rights of an authorised user under section 26 of the *Trade Marks Act 1995* (Cth) are expressly excluded from the licences granted under this section 6.3.

6.4 Ownership and Licence of Marketing Materials

(a) Portier Pacific (or its nominee) may create videos, photos and other materials for marketing purposes (**Uber Eats Marketing Materials**). The Uber Eats Marketing Materials (including all Intellectual Property Rights) are, and will continue to be, the property of Uber or its Affiliates.

(b) You may provide videos, photos or other materials to Uber, Portier Pacific or its Affiliates (**Your Marketing Materials**) to display the availability of your Items on the Uber Eats App

and for other marketing purposes. You represent and warrant at all times that you either own all rights to Your Marketing Materials or have the right to grant Uber, Portier Pacific and their Affiliates the following licence to Your Marketing Materials. You grant Uber, Portier Pacific and their Affiliates for no charge a non-exclusive, perpetual, royalty free, sub-licensable right to use and display Your Marketing Materials in connection with your Items and all other marketing activities (including marketing activities relating to the Uber Services, the Uber Tool or the Uber Eats App).

(c) Portier Pacific may remove Your Marketing Materials from the Uber Eats App if it reasonably believes Your Marketing Materials are inappropriate or infringe the rights (including the Intellectual Property Rights) of any third party.

(d) You must not bring a claim against Uber or Portier Pacific, or any of their Affiliates or directors, officers, employees or agents, or assert a defence against any claim by any of those parties, alleging that any use or exploitation by them of Your Marketing Materials in accordance with this Agreement infringes your rights (including Intellectual Property Rights).

6.5 No Implied Rights

All rights (including Intellectual Property Rights) not granted under this Agreement by you, Uber, Portier Pacific or any of their Affiliates, are expressly reserved.

6.6 Feedback

(a) You may, but are not required to, provide feedback relating to Portier Pacific's, Uber's and/or their Affiliate's services (**Feedback**). Uber's Feedback Policy applies to any Feedback provided to Portier Pacific, Uber and/or any of their Affiliates.

(b) Portier Pacific and its Affiliates may use, share, and display Feedback for any purpose related to their businesses without attribution to you or your approval.

7. DEVICES

(a) If Portier Pacific supplies a tablet or other mobile device (**Device**) to you, you must ensure that all such Devices are:

(i) only used for the purpose of receiving the Uber Services and using the Uber Tool in accordance with the terms of this Agreement; and

(ii) not transferred, loaned, sold or otherwise provided in any manner to any third party.

(b) You acknowledge and agree that:

(i) Devices remain the property of Portier Pacific at all times;

(ii) you must return all applicable Devices to Portier Pacific within 10 days after: (A) the termination or expiry of the Agreement; or (B) the removal of your location from the Uber

Eats App under section 4.11(c);

(iii) the loss or theft of a Device, the failure to return any Device within the required time period, or any damage to a Device outside of normal wear and tear, will result in a damage fee (per Device) (**Damage Fee**) payable by you, as set out on the Standard Fee Webpage; and

(iv) if any Damage Fees are payable by you: (A) Portier Pacific may invoice you for the Damage Fees; and/or (B) Uber may deduct from your Item Revenue the applicable Damage Fees (in whole or in part) prior to remitting your Item Payment to you.

8. CONFIDENTIALITY AND PRIVACY

8.1 Confidentiality

(a) A party to this Agreement may not disclose another party's Confidential Information to any third party except as permitted below.

(b) Each party:

(i) may only use and disclose the other party's Confidential Information to the extent necessary to perform this Agreement or enforce its rights;

(ii) must ensure that any third party who receives Confidential Information of another party under this Agreement maintains the confidentiality of that information; and

(iii) must not, and must not authorise others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the disclosing party's Confidential Information.

(c) Nothing in this section 8.1 prevents a party from using or disclosing another party's Confidential Information to the extent that:

(i) the disclosing party has authorised the use or disclosure (and if you are a Franchisor or Franchisee to which these terms apply, you authorise Uber and Portier Pacific to disclose the terms of this Agreement to your Franchisees or Franchisor, as applicable); or

(ii) disclosure of the Confidential Information is required by Law or by order of a court; or

(iii) the receiving party reasonably considers it necessary to disclose the Confidential Information to a third party legal, tax or financial advisor in connection with this Agreement.

(d) Each party must, at another party's request, return or destroy the requesting party's Confidential Information (including all copies), except where that party needs to retain that information for the purpose of complying with its obligations under this Agreement, any Law or any court order.

8.2 Privacy

- (a) The terms and conditions of Uber's privacy notice, currently available at <https://www.uber.com/legal/en/document/?name=privacy-notice&country=australia&lang=en-au>, will apply to Uber's collection, use and processing of Personal Data.
- (b) You must comply with all applicable Data Protection Laws in connection with the Uber Services and your activities under this Agreement.
- (c) You must maintain appropriate measures to protect the integrity, security and confidentiality of all Personal Data provided to you by Uber against any anticipated threats or hazards, and/or unauthorised access to or use of such data.
- (d) Without limiting the general obligation under section 8.2(b):
- (i) you must only use, disclose, store, retain or otherwise process Personal Data provided to you solely for the purpose of providing Items under this Agreement and ensure your employees, agents and contractors do the same;
- (ii) you are responsible for maintaining the accuracy and integrity of any Personal Data provided by Uber to you in relation to the provision of Items, the Uber Services or this Agreement;
- (iii) you agree to use Personal Data provided to you by Uber solely by using the Uber Tool provided by Uber and must not copy, store, retain, remove from the Uber Tool or otherwise process the Personal Data;
- (iv) you must promptly tell Uber and Portier Pacific if you become aware of any actual or reasonably suspected unauthorised access, modification, use, disclosure, loss of or interference with Personal Data provided to you by Uber (**Data Breach**); and
- (v) you must promptly provide Uber and Portier Pacific with any information or assistance reasonably requested by either of them for the purposes of investigating and responding to any non-compliance with this section 8.2, any Data Breach, or a request from a customer or for a party's compliance with Data Protection Laws.
- (e) You agree that Uber and Portier Pacific may use aggregate, anonymised data related to your transactions in connection with the Uber Services (**Aggregate Data**). You agree that Portier Pacific may share your contact information (including name, address, email and phone number) with third parties necessary for your onboarding to the Uber Tool, including logistics and/or delivery service providers (for the delivery of Devices or other equipment) as well as photography services (for any photography which may be provided by a third-party provider).
- (f) You are responsible for maintaining the integrity of information relating to your access and use of the Uber Tool and related Uber Services, including any password, login or key

information. You represent and warrant at all times that you will not share any such information with any third party.

(g) Notwithstanding anything else in this Agreement, you must, at your expense, defend, indemnify and hold harmless Uber, its Affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, losses and expenses (including reasonable legal fees) in connection with:

(i) any loss, unauthorised disclosure, theft, or compromise of Personal Data by or from you or your employees, agents or contractors (including sub-processors); and

(ii) any breach of and/or non-compliance with the Agreement or where appropriate, any Data Protection Law by you or your employees, agents or contractors (including sub-processors),

except to the extent the claim, damage, loss or expense arose from or was contributed to by the negligence or wilful misconduct of Uber, Portier Pacific or their employees or agents, or of any Delivery Person. This obligation is subject to the requirements in section 10.2 below.

8.3 Data Re-identification Restriction

Without limiting any other provision of this Agreement, including any provision in this section 8, you must not merge any of the data collected or otherwise obtained in connection with this Agreement, including any Personal Data, with other data collected from any source or otherwise use any of the data collected or otherwise obtained in connection with this Agreement, including any Personal Data, for the purpose of re-identification, targeted marketing, or any other similar purpose.

8.4 Publicity

Unless agreed by the parties in writing, neither you, Uber nor Portier Pacific are allowed to issue a press release or otherwise refer to another party to this Agreement in any manner (in relation to this Agreement or otherwise), without the prior written consent of the other party. This section does not prevent Uber or Portier Pacific from referring to each other in any manner.

PART 4 – ALLOCATION OF RISK

This part describes the representations that you, Uber and Portier Pacific give to each other, and sets out the indemnities provided by each party and the liability of each party.

The indemnity and liabilities sections help determine who is responsible under the Agreement if something goes wrong, or if a third party brings a claim against you, Uber or Portier Pacific as a result of something going wrong under the Agreement. This part also contains important information about the insurance that you, Uber and Portier Pacific are required to maintain.

9. REPRESENTATIONS AND WARRANTIES

(a) Each party represents and warrants to the other parties at all times throughout the Term that:

(i) it has full power and authority to enter into this Agreement and perform its obligations under this Agreement;

(ii) it is properly organised, validly existing and in good standing under the laws of the jurisdiction that it is incorporated under;

(iii) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement (in your case, including any exclusive agreements with any third parties for the availability of your Items on any technology platform);

(iv) it is able to pay its debts as and when they fall due, it is not taken under applicable Laws to be unable to pay its debts, and it has not stopped or suspended, or threatened to stop or suspend, payment of all or a class of its debts;

(v) it will comply with all applicable Laws in its performance of this Agreement (including all Data Protection Laws); and

(vi) the content, media and other materials (including any Uber Materials, Marks or Marketing Materials) used or provided by that party or as part of the performance of, or exercise of rights under, this Agreement do not, and will not, infringe or otherwise violate the Intellectual Property Rights, Moral Rights, rights of publicity or other proprietary rights of any third party.

(b) You also represent and warrant to Uber and Portier Pacific at all times throughout the Term that:

(i) the name of your restaurant or store on the Uber Eats App (**Business Name**) is a validly registered business name in the location in which you operate, including for each Virtual Storefront location;

(ii) you are the holder of the Business Name registration referred to above; and

(iii) any information that you provide to Portier Pacific, Uber or their Affiliates in connection with this Agreement (including your Business Name, ABN, GST registration, store locations

and other information reasonably requested to provide any Uber Services to you) is accurate, complete and up-to-date .

(c) If you enter into this Agreement as the trustee of a trust, each trustee (including you) represents and warrants to Uber and Portier Pacific at all times throughout the Term that:

(i) it enters into this Agreement in its capacity as trustee of its trust;

(ii) the trust deed empowers it to enter into and perform its obligations in this Agreement, to carry on its current or contemplated business and to own its assets, in its capacity as trustee of the trust;

(iii) it has obtained all resolutions, consents and approvals, and all other procedural matters have been attended to, as required for it to enter into and perform this Agreement;

(iv) it is the sole trustee of the trust, or all of the trustees of the trust have executed this Agreement;

(v) no event of default has occurred and no action has been taken which has or may prejudice the trustee's right of indemnity against the trust assets;

(vi) it is of the opinion that the execution, delivery, and performance of this Agreement is in the best interests of the beneficiaries of the trust and in furtherance of the administration of the trust;

(vii) it will notify Portier Pacific and Uber in writing immediately if there is any alteration to the trustees or if there is any change to the trust deed, or in the case of a corporate trustee, if the constitution of the trustee is amended or revoked; and

(viii) the trust has not been terminated, and no event for the vesting of the assets of the trust has occurred.

(d) If you enter into this Agreement as the partner of a partnership, each partner (including you) represents and warrants to Portier Pacific and Uber at all times throughout the Term that:

(i) the partnership deed empowers it to enter into and perform its obligations in this Agreement, to carry on its current or contemplated business and to own its assets;

(ii) it has obtained all resolutions, consents and approvals, and all other procedural matters have been attended to, as required for it to enter into and perform this Agreement;

(iii) there are no other partners in the partnership other than those that have executed this Agreement; and

(iv) no partner has given notice of its intention to terminate the partnership under the partnership deed and the partnership has not been determined or dissolved.

(e) Except as required of a party under the Australian Consumer Law, each party makes no representations, and expressly disclaims all warranties, express or implied, regarding its goods or services or any portion of them, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Without limitation, Uber and its Affiliates do not guarantee the availability or uptime of the Uber Tool or the Uber Eats App or that access or use of the Uber Tool or Uber Eats App will be uninterrupted or error-free. You acknowledge that the Uber Tool and Uber Eats App may be unavailable due to scheduled maintenance or network failure or limitations, delays, and other problems inherent in the use of the internet and electronic communications. The limitations and disclaimers in this section 9(e) do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable Law, including the Australian Consumer Law.

10. INDEMNIFICATION

10.1 Indemnified Claims

Each party (the **Indemnifying Party**) must indemnify, defend (at the other party's option) and hold harmless the other party (the **Indemnified Party**), its Affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, losses and expenses (including reasonable legal fees) with respect to any third party claim arising out of or related to any of the following:

- (a) the negligence or wilful misconduct of the Indemnifying Party or its employees or agents (and in your case, your Delivery Staff if you have chosen the Self-Delivery Option) in their performance of the Indemnifying Party's obligations under this Agreement;
- (b) any claims that the Indemnifying Party breached its representations and warranties in this Agreement;
- (c) any claims that the Indemnifying Party's Marks or Marketing Materials infringe a third party's Intellectual Property Rights, as long as such Marks or Marketing Materials have been used in the manner approved by the Indemnifying Party under this Agreement;
- (d) any non-compliance with applicable Data Protection Laws by the Indemnifying Party or its employees or agents (and in your case, your Delivery Staff if you have chosen the Self-Delivery Option) in connection with this Agreement;
- (e) where you are the Indemnifying Party, any harm resulting from your violation or alleged violation of any applicable retail, food, alcohol or other health and safety code or applicable Laws (including the Food Acts and Food Code), except to the extent such harm was directly caused by the negligence or wilful misconduct of Uber, Portier Pacific or their employees or agents, or any Delivery Person;
- (f) where you are the Indemnifying Party, any Promotion run by you, except to the extent the claim arose from or was contributed by the negligence or wilful misconduct of Uber,

Portier Pacific or their employees or agents, or any Delivery Person; or

(g) where you are the Indemnifying Party and have chosen the Self-Delivery Option, any of your actions as an employer or principal of Delivery Staff, or any claim or action alleging that Uber or Portier Pacific should be deemed the "employer" of any of your Delivery Staff.

10.2 Procedure

(a) The Indemnified Party agrees to provide prompt notice to the Indemnifying Party of any potential third party claim that would be subject to an indemnity in this Agreement.

(b) In relation to the defence of any third party claim that would be subject to an indemnity in this Agreement, if a defence is requested by the Indemnified Party:

(i) the Indemnifying Party must defend the claim using legal counsel designated by the Indemnifying Party and reasonably acceptable to the Indemnified Party;

(ii) the Indemnifying Party must not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld; and

(iii) the Indemnified Party must reasonably cooperate with the Indemnifying Party in the defence of the third party claim, at the Indemnifying Party's expense.

11. LIMITATION OF LIABILITY

11.1 Limitations and Exclusions of Liability

(a) Subject to section 11.2(b), in no event will a party be liable for any claim for any indirect, wilful, punitive, incidental, exemplary, special or consequential damages, for loss of business profits, or damages for loss of business of Merchant or any third party arising out of this Agreement, or loss or inaccuracy of data of any kind, whether based on contract, tort or any other legal theory, even if the party has been advised of the possibility of such damages.

(b) Subject to section 11.2(b), Uber's and Portier Pacific's combined total cumulative liability of each and every kind to you under this Agreement will not exceed AU\$100,000, and your total cumulative liability of each and every kind to Uber and Portier Pacific under this Agreement will not exceed AU\$100,000.

(c) The limitation and exclusion provisions above apply regardless of the success or effectiveness of other remedies.

11.2 Exception to Limitations and Exclusions of Liability

(a) Subject to section 11.2(b), the limitations and exclusions set out in section 11.1 do not apply to a party's indemnification obligations, or any breach of confidentiality.

(b) This section 11 applies only to the maximum extent permitted by applicable Law, and does not (and is not intended to) override any rights that a party may have pursuant to applicable law, including the Australian Consumer Law.

12. INSURANCE

(a) Each party must maintain the following insurances during the Term and for one year thereafter:

No.	Description	Scope and Details
1.	Commercial general liability insurance	At least AUD \$1,000,000 combined single limit per occurrence for bodily injury, death and property damage liability, and AUD \$2,000,000 in aggregate.
2.	Workers' compensation insurance	As required by applicable Law.
3.	Commercial auto liability insurance	Applicable where you choose the Self-Delivery Option: For all owned, hired and non-owned vehicles for bodily injury including death and property damage for limits of AUD \$1,000,000 each accident combined single limit.

(b) The above insurance policies must be provided by reputable insurance companies authorised to do business in Australia and hold a Best's policyholder rating of not less than A VII.

(c) The insurance held by you under this section 12 must be primary and non-contributing to any insurance maintained or obtained by Uber or Portier Pacific and must not be cancelled or materially reduced unless you have provided at least 30 days' prior written notice to Portier Pacific.

(d) On request from a party, the other party must provide evidence of the insurance it maintains in accordance with this section 12.

(e) The limits of an insurance policy maintained under this section 12 will not limit the liability of any party under this Agreement.

PART 5 – ENDING THE AGREEMENT

This part describes what steps you, Uber or Portier Pacific need to take in order to end the Agreement, as well as the circumstances in which your access to the Uber Tool or the Uber Services might be suspended or deactivated.

13. TERMINATION

13.1 Termination By You

You may terminate this Agreement:

- (a) at any time without cause, by giving 7 days' prior written notice to Uber or Portier Pacific;
- (b) immediately by written notice to Uber or Portier Pacific, if either of those parties commits a material breach of this Agreement and the breach is not cured within 2 days of the breaching party receiving written notice from you requiring that breach to be remedied; or
- (c) immediately by written notice to Uber or Portier Pacific, if:
 - (i) there has been an update to the Agreement, the approved categories of items or an applicable default Uber Eats Fee or other default fee on the Standard Fee Webpage, and that update detrimentally affects your rights under this Agreement; and
 - (ii) the notice of termination that you provide to Uber or Portier Pacific under this section 13.1(c) is provided within 30 days after the date you were first notified of the relevant update.

13.2 Termination or suspension by Uber or Portier Pacific

- (a) Uber or Portier Pacific may, acting reasonably:
 - (i) terminate this Agreement in its entirety; or
 - (ii) restrict or deactivate your account or access to the Uber Tool or any service, for any legitimate business, legal or regulatory reason, by giving you 30 days' prior written notice.

(b) Uber or Portier Pacific may also immediately restrict or deactivate your account or access to the Uber Tool or any service, and provide you with written notice of the restriction or deactivation, if:

(i) you commit a material breach of this Agreement;

(ii) in Uber's or Portier Pacific's reasonable judgement, a temporary restriction or deactivation is appropriate while Uber or Portier Pacific investigate a serious complaint that you or your employees, agents or contractors (including your Delivery Staff, if you use the Self-Delivery Option) have violated the Community Guidelines;

(iii) in Uber's or Portier Pacific's reasonable judgement, you or your employees, agents or contractors (including your Delivery Staff if you have chosen the Self-Delivery Option) have violated the Community Guidelines; or

(iv) in Uber's or Portier Pacific's reasonable judgement, an act or omission by you or your employees, agents or contractors (including your Delivery Staff if you have chosen the Self-Delivery Option) has the potential to cause issues that could detrimentally impact the reputation, good name, brand or Marks of Uber, Portier Pacific or any of their Affiliates, including matters of safety (a **Brand Matter**).

13.3 Survival

Sections 1, 5.7, 8, 9, 10, 11 and 12 (for the period specified), this section 13.3, and sections 14 and 15 survive the termination or expiry of this Agreement.

PART 6 – GENERAL LEGAL PROVISIONS

This part sets out additional standard provisions that describe how the Agreement operates, the laws that apply to this Agreement, as well as defined terms that have special meaning.

Importantly, this section also describes what steps Uber and Portier Pacific need to take to update this Agreement, as well as your rights if you do not agree with a proposed update.

14. GENERAL PROVISIONS

14.1 Notice

(a) Notices under this Agreement must be sent to the address specified below, or an updated address provided by a party to the other by notice under this section. A notice will be considered to be received: (i) on actual delivery, if delivery is by hand; (ii) one day after being sent by overnight courier (charges prepaid); (iii) on actual delivery, if by electronic mail to the other party.

(b) Notices to Portier Pacific should be provided to Unit 8, 1 O'Connell Street, Sydney NSW 2000 or restaurants.anz@uber.com. Notices to Uber should be provided to Meester, Treublaan 7, 1097 DP Amsterdam, The Netherlands or restaurants.anz@uber.com. Notices to you should be provided to the address or email address set out in the Order Form, during your sign up process or otherwise notified to Uber and/or Portier Pacific.

14.2 Modifications to the Agreement

(a) Uber and Portier Pacific may modify the General Terms, Service Terms or an Order Form at any time by:

(i) for an Order Form, providing you with a new or varied Order Form by email – the modification will take effect from the Variation Effective Date set out in that form;

(ii) for the General Terms or Service Terms, publishing a new version on the Uber website and letting you know by email – the modification will take effect from the date the General Terms or Service Terms are published on the Uber website or the date specified in a notification from Uber and Portier Pacific under section 14.2(c) (whichever is later); or

(iii) an Addendum agreed from time to time by you, Uber and Portier Pacific – the modification will take effect from the date specified in that Addendum.

(b) Uber and Portier Pacific may also modify the Uber Policies or the Standard Fee Webpage from time to time by publishing a new version on the Uber website.

(c) If a modification to the General Terms, Service Terms, an Order Form, an Uber Policy, the approved categories of Items or an applicable default Uber Eats Fee or other default fee on the Standard Fee Webpage will be detrimental to your rights under this Agreement, Uber, Portier Pacific, or one of their Affiliates will let you know at least 30 days before that modification is made. During that 30 day period, you have the right to terminate this Agreement in accordance with section 13.1(c).

(d) You will be deemed to have consented to the modifications made under this section if you continue to use the Uber Services and/or the Uber Tool after the modifications have come into effect.

14.3 Governing Law

This Agreement is governed by and construed in accordance with the laws of New South Wales, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) will not apply.

14.4 Force Majeure Event

(a) Any delay in or failure by any party in performance of this Agreement is excused if and to the extent the delay or failure is caused by something that happens which is beyond the control of the affected party (a **Force Majeure Event**). Force Majeure Events can include decrees or restraints of local, state or federal government, acts of God, pandemics and

epidemics (and any decrees or restraints required or recommended by local, state or federal government in connection with such pandemics or epidemics), strikes, work stoppage or other labour disturbances, war or sabotage.

(b) The affected party must promptly tell the other parties in writing upon becoming aware that any Force Majeure Event has occurred or is likely to occur. The affected party must use commercially reasonable efforts to minimise the impact of the Force Majeure Event.

14.5 Assignment and Subcontracting

(a) Portier Pacific and Uber each have the right to assign or transfer this Agreement or any or all of their respective rights or obligations under this Agreement, in whole or in part, without obtaining your prior consent. You may not assign or transfer this Agreement, as the Agreement needs to remain with you. However, if Portier Pacific or Uber assigns or transfers this Agreement or any of their rights or obligations, you have the right to terminate this Agreement immediately, by providing written notice of termination to Portier Pacific or Uber within 30 days after the date you were first notified of the assignment or transfer.

(b) Portier Pacific and Uber may each subcontract any of their obligations under this Agreement.

(c) Without limiting section 14.5(a), this Agreement binds, and will continue to benefit, each party to this Agreement and that party's respective successors and assignees.

14.6 Relationship Between the Parties

Nothing in this Agreement creates any partnership, joint venture, joint enterprise, or agency relationship (except as expressly specified in the General Terms, such as section 5.1(b) above or in the Service Terms, in relation to specified Items) among the parties, and no party or its employees has the right to make any decisions or enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other parties to this Agreement, except where the other party has provided written authorisation, executed by an authorised representative of that other party.

14.7 General Provisions

(a) Except where expressly agreed in this Agreement, each party is responsible for its own expenses and costs in connection with its performance of this Agreement.

(b) Each party is solely responsible for its employees and contractors used in connection with this Agreement.

(c) The failure of any party to enforce, at any time or for any period of time, the provisions of this Agreement, or the failure of any party to exercise any option under this Agreement,

is not a waiver of that provision or option and does not in any way affect that party's right to enforce that provision or exercise that option.

(d) If a court of competent jurisdiction determines that a provision of this Agreement is invalid or unenforceable, the remainder of this Agreement (and to the extent practicable, the relevant provision) will remain in full force and effect.

(e) This Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter of this Agreement, and this Agreement supersedes all prior and contemporary understandings and agreements, whether oral or written, relating the subject matter of this Agreement.

(f) The parties may enter into this Agreement by one of the methods described in section 1.1 of these General Terms. Without limiting the available methods, this Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same original instrument. Without limitation, you, Uber and Portier Pacific each consent to this Agreement being executed or amended by electronic communication (including by exchange of electronically signed counterparts transmitted by PDF format).

(g) Nothing in this Agreement limits or excludes (nor is intended to limit or exclude) any statutory rights that you may have under applicable Law that cannot be lawfully limited or excluded.

15. DEFINITIONS AND INTERPRETATION

15.1 Definitions

In this Agreement:

Addendum means any additional terms and conditions, titled "addendum", "supplemental terms" or similar, referencing these General Terms which have been agreed by you, Uber and Portier Pacific in writing from time to time.

Additional Fees and Charges has the meaning given in section 5.3(a).

Additional Information has the meaning given in section 5.9(a).

Affiliate means an entity that, directly or indirectly, Controls, is under the Control of, or is under common Control with a party.

Alcohol Item means any item that you make available to your customers via the Uber Eats App, that is an alcoholic beverage.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Change in Ownership means any circumstance or event that results in a person Controlling you or your business, where that person did not Control you or your business immediately prior to the relevant circumstance or event.

Community Guidelines means the policy available at <https://www.uber.com/legal/en/document/?name=general-community-guidelines&country=australia&lang=en> (or a replacement URL).

Confidential Information means any confidential, proprietary or other non-public information disclosed by one party (the disclosing party) to the other (the receiving party), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information does not include information that: (a) was previously known to the receiving party without an obligation of confidentiality; (b) was acquired by the receiving party without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the receiving party.

Control means having more than 50% of the voting stock or other ownership interest or the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of the other entity are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that other entity on any distribution by it of all of its income or the majority of its assets on winding up.

Data Protection Law means all applicable Laws imposing an obligation in relation to the collection, use, disclosure, storage or transmission of personal information (including health information), including any codes, principles or guidelines contained in or arising out of such Laws, including the *Privacy Act 1988* (Cth).

Delivery Item means any food, drink or other item that you make available to your customers for delivery by Portier Pacific, via the Uber Eats App, excluding Self-Delivery Items.

Delivery Person means an independent contractor who may be subcontracted by Portier Pacific (via the Uber Driver App), to undertake the delivery services provided under an agreement between Portier Pacific and the customer. A Delivery Person is not an employee of Uber, Portier Pacific or any of their Affiliates and may delegate to another person to undertake such delivery services.

Delivery Staff means your employee, contractor or other person who undertake delivery services on your behalf, not provided by Uber or Portier Pacific. Uber and Portier Pacific are not a party to any contract between you and your Delivery Staff.

Effective Date has the meaning given in section 2(a).

Fee Percentage means a percentage amount used to calculate the Uber Eats Fee in accordance with section 5.2(b).

Feedback Policy means the terms related to feedback provided to Uber, Portier Pacific (or their Affiliates) on your behalf in Australia, available at <https://www.uber.com/legal/en/document/?name=feedback-policy&country=australia&lang=en> (or a replacement URL).

Food Acts means State and Territory legislation applicable to the sale of food in Australia, including the *Food Act 2003* (NSW); *Food Act 2001* (ACT); *Food Act 2004* (NT); *Food Act 2006* (QLD); *Food Act 2001* (SA); *Food Act 2003* (TAS); *Food Act 1984* (VIC); and *Food Act 2008* (WA).

Food Code means the Australia New Zealand Food Standards Code.

General Terms means the terms and conditions set out in this document.

GST Law means the same as "GST law" means in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all present and future rights conferred by Law in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, excluding Moral Rights.

Items means any food, drink or other items that you make available to your customers via the Uber Eats App, and includes Delivery Items, Self-Delivery Items, Non-Delivery Items and Alcohol Items.

Law means any law (including subordinate or delegated legislation or statutory instruments of any kind) and also any judgment, order, policy, guideline, official directive or request (even if it does not have the force of law) of any government agency or regulatory body, including a stock exchange, applicable to any of the parties, as amended or replaced from time to time.

Marketing Materials means:

- (a) the Uber Eats Marketing Materials; or
- (b) Your Marketing Materials.

Marks means any trade marks, service marks, trade names, Business Names, copyrights, logos, slogans and other identifying symbols and indicia (both registered and unregistered) of the applicable party and any Intellectual Property Rights in them.

Merchant Refund Policy means the terms related to refunds for Items to your customers by Uber on your behalf in Australia, available at <https://help.uber.com/restaurants/article/managing-refunds-for-missing-or-incorrect-orders?nodeId=9aa57e9b-8bbf-4aa7-91d6-96ca77682dd2> under the heading "Managing refunds for missing or incorrect orders" (or a replacement URL).

Merchant Services means any services provided or made available to customers by you in connection with the sale or purchase of Items that are permitted under the Service Terms (including delivery services, if you choose the Self-Delivery Option).

Moral Rights means rights of integrity of authorship, rights of attribution or authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute in anywhere in the world that may now exist or that may come to exist in relation to the work.

Non-Delivery Item means any food, drink or other Item that you make available to your customers for pick up or dine-in from your location via the Uber Eats App.

Order Form means a document titled "Order Form" (or a similar name) that refers to these General Terms and is agreed by Uber, Portier Pacific and you, as amended or replaced by any variation to that Order Form that has taken effect in accordance with section 14.2.

Personal Data means any information obtained in connection with this Agreement: (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered "personal data" or "personal information" under the applicable Data Protection Law.

Portier Pacific Services has the meaning given in section 3.2(a).

Promotions means short-term offers that are created and fulfilled by you that are intended to stimulate customer demand, including the provision of discounts and promotions applied in respect of Items, delivery fees and special promotions, including loyalty programs that entitle your customers to discounts on Items, offered to your customers via the Uber Eats App.

Self-Delivery Items means any food, drink or other item that we agree you can make available to your customers for delivery by your Delivery Staff via the Uber Eats App.

Self-Delivery Option means the 'Self-Delivery Option' as further described in the Service Terms.

Standard Delivery Area means the maximum area in which Portier Pacific will deliver Delivery Items in accordance with the Service Terms for the Uber Delivery Option, as amended by Portier Pacific from time to time.

Service Terms means any specific terms and conditions applicable to individual service offerings, available at <http://t.uber.com/serviceterms-au> (or a replacement URL) and updated by Uber and Portier Pacific from time to time.

Standard Fee Webpage means the webpage at the URL specified in section 5.2(a), as updated from time to time.

Term means the Initial Term and any Renewal Term.

Uber Driver App means a website, application or other technology interface made available to a Delivery Person, to enable Portier Pacific to subcontract the Delivery Person to undertake the delivery services provided under an agreement between Portier Pacific and the customer.

Uber Eats Active Area means the maximum geographic area in which your location and/or Items will be visible to customers in the Uber Eats App, and (if applicable) in which Portier Pacific will provide delivery of Delivery Items to customers in accordance with a separate agreement between Portier Pacific and that customer, as amended by Portier Pacific from time to time. The Uber Eats Active Area may be different depending on which of the options you choose, subject to any additional provisions set out in the Service Terms.

Uber Eats App means a website, application or other technology interface to purchase Items and, if applicable, delivery services, made available to your customers.

Uber Policies means the standard policies of Uber, Portier Pacific and their Affiliates that apply to the use of the Uber Services and/or the Uber Tool, as amended from time to time, including the Uber Policies listed in section 4.10.

Uber Portier BV Services has the meaning given in section 3.2(b).

Uber Services means the Portier Pacific Services and the Uber Portier BV Services.

Variation Effective Date means the "Effective Date" set out in a varied Order Form provided to you by Uber or Portier Pacific.

Virtual Storefront means a location where Delivery Items and/or Self Delivery Items are prepared by you (or on your behalf) which does not have a physical storefront that is accessible by your customers.

15.2 Interpretation

In this Agreement, unless the context otherwise requires:

(a) headings and information boxes are for convenience only, and do not affect interpretation;

(b) reference to any document includes reference to that document as amended, novated, supplemented, or replaced from time to time;

(c) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

(d) if an example is given of anything, such as by saying it includes something else, the example does not limit the scope of that thing; and

(e) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form.

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English (Australia)

Last modified: 8/6/21

Uber Eats – Merchant Agreement

Service Terms (Australia)

These Service Terms apply in addition to the General Terms available at <http://t.uber.com/generalterms-au> (or a replacement URL) and (if applicable) your Order Form and any Addendums, depending on the services that you have chosen using the Uber Tool or as specified in your Order Form, under the agreement between you, Uber Portier B.V. (**Uber**) and Portier Pacific Pty Ltd (**Portier Pacific**) (together, the **parties**).

Uber and Portier Pacific may amend these Service Terms, or include additional Service Terms for the expansion or introduction of services or functionalities at this page, from time to time in accordance with sections 3.3 and 14.2 of the General Terms or as otherwise agreed in writing by the parties. Unless otherwise specified, capitalised terms in each of these documents have the meaning given in the General Terms.

Different Service Terms will apply to the specific services you choose. The Service Terms for a particular service will not apply to you unless you use that service.

These Service Terms include:

- [Uber Delivery Option](#)
- [Self-Delivery Option](#)
- [Non-Delivery Option](#)
- [Virtual Storefront](#)
- [Alcohol Items](#)
- [Uber Promotion Tools](#)
- [Advertising](#)

- [Online Ordering](#)

Service Terms – Uber Delivery Option

What is the Uber Delivery Option?

The Uber Delivery Option allows you to offer Delivery Items via the Uber Eats App. If you choose the Uber Delivery Option, Portier Pacific will provide delivery services to customers who purchase Delivery Items from you via the Uber Eats App, under an agreement between Portier Pacific and the customer. These Service Terms describe the Uber Delivery Option and the circumstances in which you can choose to use the Uber Delivery Option.

1. APPLICATION OF THESE TERMS

(a) The terms and conditions set out in these Service Terms apply to you if you have chosen to use the Uber Delivery Option for the provision of Delivery Items to your customers.

(b) If you have chosen to use the Uber Delivery Option to offer Delivery Items via the Uber Eats App:

(i) you may use the Uber Tool in accordance with the General Terms and these Service Terms to offer Delivery Items to your customers; and

(ii) for each Delivery Item, Portier Pacific will deliver those Delivery Items to the customer within the Standard Delivery Area, as set out in section 2.1 below.

2. ROLES AND RESPONSIBILITIES

2.1 Uber Delivery Option

Portier Pacific will provide delivery services to customers who purchase Delivery Items from you via the Uber Eats App. Portier Pacific will retain sole and absolute control over the fees charged to customers for the delivery services provided by Portier Pacific for Delivery Items.

2.2 No title to Delivery Items

Neither Portier Pacific nor the Delivery Person takes title to any Delivery Items that are requested for delivery.

2.3 Batched trips

Portier Pacific may, at its sole discretion, deliver orders to multiple customers as part of the same trip (**Batched Trips**). Batched Trips may include multiple orders from you, or one or

more orders from you combined with one or more orders from other merchants using the Uber Eats App.

3. PAYMENT

3.1 Uber Eats Fee

(a) In consideration for the Portier Pacific Services performed in connection with the Uber Delivery Option, Portier Pacific will charge you an Uber Eats Fee for each Delivery Item sold by you via the Uber Eats App, based on the 'Uber Delivery Option' Uber Eats Fee:

(i) as set out in your Order Form; or

(ii) if no applicable Uber Eats Fee is set out in your Order Form or if you do not have an Order Form, as specified from time to time on the Standard Fee Webpage at: <https://restaurants.ubereats.com/au/en/pricing/> (or a replacement URL).

(b) Portier Pacific will calculate the Uber Eats Fee in accordance with section 5 of the General Terms.

Service Terms – Self-Delivery Option

What is the Self-Delivery Option?

The Self-Delivery Option allows you to offer Self-Delivery Items via the Uber Eats App. If you choose the Self-Delivery Option, you will provide delivery services (performed by your Delivery Staff) to customers who purchase Self-Delivery Items from you via the Uber Eats App. These Service Terms describe the Self-Delivery Option and the circumstances in which you can choose to use the Self-Delivery Option.

1. APPLICATION OF THESE TERMS

(a) The terms and conditions set out in these Service Terms apply to you if you have chosen to use the Self-Delivery Option to deliver Self-Delivery Items to your customers.

(b) If you have activated the Self-Delivery Option, you may use the Uber Tool in accordance with the General Terms and these Service Terms to:

(i) offer Self-Delivery Items to your customers (to be delivered by your Delivery Staff within your Self-Delivery Areas);

(ii) set your Self-Delivery Areas and Estimated Fulfilment Times;

(iii) set your Self-Delivery Fees and Additional Self-Delivery Fees (if any); and

(iv) manage your delivery settings.

(c) If you use the Self-Delivery Option, you acquire the Uber Services on the condition that:

(i) when you have selected the 'Use your delivery staff' delivery setting in the Uber Tool, Portier Pacific will not supply delivery services to customers who are located within your Self-Delivery Area, when they order Self-Delivery Items from you via the Uber Eats App; and

(ii) Portier Pacific will not supply delivery services to customers who are located within the Expanded Delivery Area when they order Delivery Items from you via the Uber Eats App unless you have selected the 'Reach customers outside your area' delivery setting in the Uber Tool.

(d) For the avoidance of doubt, nothing in section 1(c) above, these Service Terms or your Agreement, prevents or is intended to restrict:

(i) you from: (A) supplying your Items to customers outside the Uber Eats App, or offering delivery services to customers who purchase your Items outside the Uber Eats App; or (B) changing the geographic coverage of your Self-Delivery Area using the Uber Tool; or

(ii) Portier Pacific from supplying delivery services to: (A) customers who are located within your Self-Delivery Area when they order Delivery Items from you via the Uber Eats App if you have selected the 'Use Uber Delivery' delivery setting in the Uber Tool; (B) customers who are located outside your Self-Delivery Areas when they order Delivery Items from you if you have selected the 'Reach customers outside your area' option in the Uber Tool; or (C) customers who are located within your Self-Delivery Area when they order Items via the Uber Eats App from other merchants in that geographic area.

2. SELF-DELIVERY RESPONSIBILITIES

2.1 Self-Delivery Services

(a) If you use the Self-Delivery Option you must provide the Self-Delivery Services to your customers in accordance with these Service Terms.

(b) Without limiting any other part of these Service Terms, you are:

(i) solely responsible for the delivery of Self-Delivery Items ordered by a customer from you using the Uber Eats App; and

(ii) responsible for supporting your customer orders for Self-Delivery Items, including: (A) providing Portier Pacific with a customer service phone number that will be displayed to customers in the Uber Eats App so that customers may direct their support inquiries to you; (B) taking calls from customers in relation to your Self-Delivery Services; (C) providing updates on the estimated arrival time of Self-Delivery Items; and (D) making order changes to Self-Delivery Items where requested by a customer.

(iii) You are also responsible for ensuring that the Self-Delivery Services are conducted safely and meet all requirements under the Agreement and all applicable Uber Policies.

(c) Without limiting any of your other obligations, it is your responsibility to:

(i) determine the most effective, efficient and safe manner to provide Self-Delivery Services; and

(ii) provide all necessary equipment, tools and other materials necessary to provide Self-Delivery Services, at your own cost.

(d) In relation to the delivery of each Self-Delivery Item that has been ordered from you by your customer using the Uber Eats App, you (with your Delivery Staff) will have possession, control and care of the Self-Delivery Items until it is delivered to your customer.

(e) Without limiting section 4.4 of the General Terms, it is your responsibility to:

(i) use the Uber Tool to manage marketplace conditions in connection with the provision of the Self-Delivery Services, including your Self-Delivery Fees, Self-Delivery Additional Fee (if any), Self-Delivery Areas and Estimated Fulfilment Times; and

(ii) determine whether to offer Self-Delivery Services or use the Uber Delivery Option, or a combination of both (to the extent it is possible to do so using the Uber Tool), and to manage your delivery settings in accordance with section 2.3 of these Service Terms.

2.2 Your Relationship with Delivery Recipients

(a) You acknowledge and agree that:

(i) neither Uber, Portier Pacific nor any of their Affiliates is responsible or liable for the acts or omissions of any of your Delivery Staff or the Transportation Method used by your Delivery Staff;

(ii) you may be liable to customers, Delivery Staff or other third parties as a result of your or your Delivery Staff's acts or omissions or the Transportation Method used by your Delivery Staff; and

(iii) Uber, Portier Pacific or their Affiliates may release contact and/or insurance information about you and/or your Delivery Staff (if applicable) to a Delivery Recipient or other third party authorised by the Delivery Recipient on the reasonable request of a Delivery Recipient (for example, in connection with an accident).

(b) You are also responsible for taking reasonable precautions to protect yourself, your Delivery Staff and third parties in relation to the acts or omissions of a Delivery Recipient or other third parties.

(c) You must not, and must ensure that your Delivery Staff do not, contact any Delivery Recipient, or use any of their Personal Data, for any reason other than for the provision of

the Self-Delivery Services.

(d) To the extent that any Personal Data of Delivery Recipients is printed or written on a receipt and transferred to your Delivery Staff, you must procure that:

(i) your Delivery Staff provides that receipt to the Delivery Recipient on delivery of the Item; or

(ii) if the delivery cannot be completed or if the receipt is not otherwise provided to the Delivery Recipient, your Delivery Staff returns the receipt to you and that you dispose of the receipt in a secure way.

(e) Without limiting section 2.2(d) above, you must not retain any Customer Information or Personal Data of a customer for longer than it takes to fulfil the Self-Delivery Services for that customer's particular order.

2.3 Managing Your Delivery Settings

(a) It is your responsibility to manage your delivery settings in the Uber Tool and to ensure that:

(i) your preferred delivery settings have been activated for your account prior to accepting orders; and

(ii) the delivery settings you select are appropriate for your own individual circumstances.

(b) If you are eligible to use the Self-Delivery Option, you may use the Uber Tool to select any of the following delivery settings:

(i) 'Use your delivery staff', in which case section 2.4 of these Service Terms applies;

(ii) 'Use your delivery staff' and 'Reach customers outside your area', in which case section 2.5 of these Service Terms applies; and

(iii) 'Use Uber Delivery', in which case section 2.6 of these Service Terms applies.

(c) You may change your delivery settings by using the Uber Tool.

(d) You acknowledge that your Uber Eats Active Area will be the Self-Delivery Area and Expanded Delivery Area (if any), subject to Portier Pacific's rights under section 3.6 of the Merchant Agreement General Terms.

2.4 Delivery Setting – 'Use your delivery staff'

(a) This section 2.4 applies to you whenever the 'Use your delivery staff' delivery setting is activated for your account.

(b) When you activate the 'Use your delivery staff' delivery setting for your account:

(i) your customers will be able to use the Uber Eats App to order Self-Delivery Items if their delivery address is in your Self-Delivery Areas;

(ii) for each order placed with you for Self-Delivery Items via the Uber Eats App: (A) the Uber Eats Fee payable by you will be calculated by reference to the applicable 'Self-Delivery Option' Uber Eats Fee (as further described in section 8 below); (B) the Self-Delivery Fees and Additional Self-Delivery Fees payable by your customers will be determined in accordance with section 2.7 of these Service Terms; and (C) you must use reasonable endeavours to deliver the order within the Estimated Fulfilment Time.

(c) If you wish to offer Delivery Items for delivery outside your Self-Delivery Areas on the Uber Eats App, you can select the 'Reach customers outside your area' delivery setting using the Uber Tool. This will enable you to offer Delivery Items for delivery services provided by Portier Pacific (using the Uber Delivery Option) outside of your Self-Delivery Areas.

2.5 Delivery Setting – 'Use your delivery staff' and 'Reach customers outside your area'

(a) This section 2.5 applies to you whenever the 'Use your delivery staff' and 'Reach customers outside your area' delivery settings are activated for your account at the same time.

(b) When you activate the 'Use your delivery staff' and 'Reach customers outside your area' delivery settings for your account:

(i) your customers will be able to use the Uber Eats App to place a delivery order for: (A) Self-Delivery Items, if their delivery address is in the Self-Delivery Area(s); or (B) Delivery Items, if their delivery address is in the Expanded Delivery Area;

(ii) you will be able to use the Uber Tool to offer Delivery Items for delivery services provided by Portier Pacific (using the Uber Delivery Option) in the Expanded Delivery Area;

(iii) each order placed with you via the Uber Eats App for delivery in the Expanded Delivery Area: (A) will be completed as a Delivery Item order in accordance with the General Terms and the Service Terms for the Uber Delivery Option; (B) will be subject to an Uber Eats Fee calculated by reference to the 'Uber Delivery Option' Uber Eats Fee in accordance with the Service Terms for the Uber Delivery Option; and (C) will be visible to the customer on the Uber Eats App as a Delivery Item (and not a Self-Delivery Item); and

(iv) section 2.4 of these Service Terms will apply to each order placed with you via the Uber Eats App for Self-Delivery Items.

(c) You can activate the 'Reach customers outside your area' delivery setting at any time. However, when the Self-Delivery Area for your location is larger than the Standard Delivery Area for your location, the visibility of your Items will be no different from what is available for the Self-Delivery Area (and there will be no Expanded Delivery Area).

2.6 Delivery Setting – 'Use Uber Delivery'

(a) This section 2.6 applies to you whenever the 'Use Uber Delivery' delivery setting is activated for your account.

(b) When you activate the 'Use Uber Delivery' delivery setting for your account:

(i) your customers will be able to use the Uber Eats App to order Delivery Items;

(ii) you will be able to use the Uber Tool to offer items for delivery services provided by Portier Pacific (using the Uber Delivery Option) in the Standard Delivery Area for your location; and

(iii) each order placed with you via the Uber Eats App for delivery in the Standard Delivery Area for your location: (A) will be completed as a Delivery Item order in accordance with the General Terms and the Service Terms for the Uber Delivery Option; (B) will be subject to a Uber Eats Fee calculated by reference to the 'Uber Delivery Option' Uber Eats Fee in accordance with the Service Terms for the Uber Delivery Option; and (C) will be visible to the customer on the Uber Eats App as a Delivery Item (and not a Self-Delivery Item).

2.7 Setting your Self-Delivery Fees, Additional Self-Delivery Fees, Self-Delivery Areas and Estimated Fulfilment Times

(a) You are responsible for setting the Self-Delivery Fees, Self-Delivery Areas and Estimated Fulfilment Times for your Self-Delivery Services, using the Uber Tool or by providing notice to Portier Pacific. You may, where specified in the Uber Tool and permitted by Uber and Portier Pacific, also specify Additional Self-Delivery Fees.

(b) Any Self-Delivery Fees and Additional Self-Delivery Fees will be charged to your customer as 'Additional Fees and Charges' in accordance with section 5 of the General Terms.

(c) You must set your Self-Delivery Fee, Additional Self-Delivery Fees (if permitted), Self-Delivery Area and Estimated Fulfilment Times using the Uber Tool, before you start offering the Self-Delivery Services.

(d) You may set more than one Self-Delivery Area using the Uber Tool or by providing notice to Portier Pacific. For each Self-Delivery Area, you must set the applicable Self-Delivery Fee, Additional Self-Delivery Fees (if permitted) and Estimated Fulfilment Time using the Uber Tool or by providing notice to Portier Pacific, before you start offering Self-Delivery Services in that Self-Delivery Area. If two or more of your Self-Delivery Areas overlap, the lower Self-Delivery Fee and Additional Self-Delivery Fees (if permitted) will be charged to your customer and your customer will be shown the shorter Estimated Fulfilment Time.

(e) You acknowledge that adverse weather events may affect your ability to deliver Delivery Items and fulfillment times. It is your responsibility to update your Self-Delivery Area

during adverse weather events and other events that affect your ability to fulfil orders. Portier Pacific reserves the right to update the Uber Eats Active Area in accordance with section 3.6 of the General Terms, to manage marketplace conditions, including supply and demand, with a view to ensuring the efficient and reliable operation of the Uber Eats marketplace for all participants.

(f) You may change your Self-Delivery Fees, Additional Self-Delivery Fees (if any), Self-Delivery Areas or Estimated Fulfilment Times at any time using the Uber Tool, or by providing notice to Portier Pacific. Portier Pacific will endeavour to make your requested update(s) in the Uber Eats App within 7 days of receiving your request (but makes no guarantee to do so within that time period).

(g) The Self-Delivery Fees or Additional Self-Delivery Fees set by you must include GST, but you are solely responsible for determining all applicable taxes and identifying and informing Portier Pacific of the appropriate tax amount for Uber to collect on your behalf.

3. DELIVERY STAFF

3.1 Responsibility for Delivery Staff

You acknowledge and agree that:

(a) you are solely responsible for all employment liabilities and obligations to Delivery Staff, including compensation, taxes, insurance, mandatory contributions and benefits of any kind, including but not limited to sick leave, holiday leave, long service leave, superannuation, gratuities, allowances, severances, profit sharing, or other benefits or remuneration;

(b) your Delivery Staff operate under your retail licence and control and you are solely responsible for your Delivery Staff, including any acts or omissions engaged in by your Delivery Staff;

(c) your Delivery Staff have no relationship with Uber or Portier Pacific and Uber and Portier Pacific do not, and will not be deemed to, direct or control:

(i) Delivery Staff, the performance of the delivery services by them, or their working environment, and you assume all responsibility for obligations arising from your Delivery Staff's performance of the Self-Delivery Services, including under work health and safety laws; and

(ii) you or your Delivery Staff generally or in your or their performance under the Agreement specifically, including in connection with the operation of your business, the provision of Delivery Staff, the acts or omissions of Delivery Staff, or the operation and maintenance of any Transportation Method;

(d) you have complete discretion to operate your independent business and direct your Delivery Staff at your own discretion, including the ability to provide services at any time to

any third party separate and apart from the Self-Delivery Services;

(e) you are solely responsible for the selection of your Delivery Staff, including undertaking any background checks and right to work checks in relation to your Delivery Staff (in order to ensure compliance with section 3.2(b)(v) of these Service Terms); and

(f) you will not, and will ensure that your Delivery Staff do not:

(i) display Uber's, Portier Pacific's or any of their Affiliates' names, logos or colours on any Transportation Method; or

(ii) wear a uniform or any other clothing displaying Uber's, Portier Pacific's or any of their Affiliates' names, logos or colours.

The foregoing does not apply if you and Uber and/or Portier Pacific (as applicable) have agreed otherwise or if required by law.

3.2 Provision of Self-Delivery Services by Delivery Staff

(a) You must ensure that your Delivery Staff perform the Self-Delivery Services on your behalf in accordance with the applicable terms of the Agreement.

(b) Without limiting section 3.2(a) of these Service Terms, when your Delivery Staff perform the Self-Delivery Services on your behalf, you must ensure that your Delivery Staff at all times:

(i) do so in a professional manner with due skill, care and diligence;

(ii) maintain high standards of professionalism, service and courtesy;

(iii) perform the Self-Delivery Services safely and in accordance with all applicable Laws;

(iv) perform the Self-Delivery Services in accordance with applicable Uber Policies, including the Community Guidelines;

(v) hold all licences, insurances, permits, work entitlements or status, approvals and authority necessary for your Delivery Staff to provide Self-Delivery Services in the Territory and to use the chosen Transportation Method; and

(vi) follow all reasonable instructions for drop off given by a Delivery Recipient.

(c) Delivery Staff should wait for at least 5 minutes for a Delivery Recipient to collect the Item(s) from the Delivery Staff. You are under no obligation to require your Delivery Staff to wait, but if your Delivery Staff do not wait for at least 5 minutes, you may not be entitled to payment.

3.3 Transportation Method

- (a) Your Delivery Staff must hold and maintain a valid applicable licence with the appropriate level of certification to operate the Transportation Method assigned to that Delivery Staff (e.g. a driver's licence if the Transportation Method is a motor vehicle).
- (b) The Transportation Method used by your Delivery Staff must at all times during the term of the Agreement:
- (i) be in a clean and sanitary state and be suitable to provide the Self-Delivery Services;
 - (ii) be properly registered and licensed to operate as a delivery vehicle in the Territory, to the extent required by Law;
 - (iii) be insured in accordance with all local compulsory limits for operating a delivery vehicle;
 - (iv) be owned or leased by you or your Delivery Staff, or in the lawful possession of you or the relevant Delivery Staff; and
 - (v) be maintained in good operating condition, consistent with industry safety and maintenance standards for a Transportation Method of its kind and any additional standards or requirements in the applicable Territory.

3.4 Ratings

You acknowledge and agree that after completion of a delivery as part of the Self-Delivery Services, Delivery Recipients may be prompted by Uber's technology platform to provide:

- (a) a rating of your Self-Delivery Services and your Delivery Staff; and
- (b) optionally, comments or feedback about your Self-Delivery Services and your Delivery Staff.

Portier Pacific and their Affiliates reserve the right to use, share and display the ratings and comments of Delivery Recipients in any manner in connection with the business of Portier Pacific and their Affiliates without attribution to or approval from you or the applicable Delivery Staff.

3.5 Incidents

- (a) You are responsible for appropriately handling, responding to and remedying any incidents or safety events that occur while your Delivery Staff are performing Self-Delivery Services.
- (b) Without limiting your obligations under section 3.5(a), Portier Pacific will handle incidents or safety events that occur while you or your Delivery Staff are performing the Self-Delivery Services where those incidents or events are reported to Portier Pacific, Uber or its Affiliates (each an **Incident**) in accordance with this section 3.5.

(c) Without limiting the provisions of the General Terms (including these Service Terms), if Portier Pacific's review of any Incident finds inappropriate behaviour by you or your Delivery Staff or demonstrates to Portier Pacific (acting reasonably) that the Incident is severe:

(i) Portier Pacific may suspend your ability to use the Self-Delivery Option or, where permitted under section 13.2 of the General Terms, your account or ability to access the Uber Tool (in each case acting reasonably);

(ii) Portier Pacific will notify you that action is required to resolve or respond to the Incident (**Incident Notice**);

(iii) you must take reasonable steps to ensure that the cause of the Incident is promptly identified and remedied (including taking any necessary steps including disciplinary action in respect of your Delivery Staff); and

(iv) within 5 days of receiving an Incident Notice, you must provide Portier Pacific with a response to the Incident Notice which includes appropriate details of the steps taken to resolve or respond to the Incident.

(d) If:

(i) you have not remedied the cause of the Incident in accordance with section 3.5(c)(iii) of these Service Terms; and

(ii) Portier Pacific: (A) finds inappropriate behaviour by any of your Delivery Staff in a subsequent Incident; or (B) deems a subsequent Incident to be severe; or (C) you do not provide Portier Pacific with a suitable response to the Incident within 5 days of receiving an Incident Notice (as determined by Portier Pacific, acting reasonably),

you will be deemed to have committed a material breach of your obligations under this Agreement and Uber or Portier Pacific may deactivate or otherwise restrict you from accessing or using the Self-Delivery Option in accordance with section 13.2 of the General Terms or suspend your ability to use the Self-Delivery Option until such time that you can demonstrate to Portier Pacific's reasonable satisfaction that reasonable steps have been taken to prevent future Incidents in respect of you, your Delivery Staff and the Self-Delivery Services.

(e) You must not allow Delivery Staff to perform Self-Delivery Services on your behalf if they have been found to have violated the Community Guidelines.

3.6 Personal Data of Delivery Staff

(a) Without limiting section 8.2 of the General Terms and subject to applicable law, Uber and its Affiliates may collect your or your Delivery Staff's Personal Data during the course of your application for, and use of, the Uber Services, or may obtain information about you or Delivery Staff from third parties. Such information may be stored, processed, transferred

and accessed by Uber and its Affiliates, third parties and Delivery Staff for legitimate business and regulatory and compliance purposes, including:

(i) there is a complaint, incident, safety event, dispute or conflict (including an accident), involving any Delivery Staff;

(ii) it is necessary to enforce the terms of this Agreement;

(iii) it is required, in Uber's or any Affiliate's sole discretion, by applicable law or regulatory requirements (eg, Uber or its Affiliates receive a subpoena, warrant, or other legal process for information);

(iv) it is necessary, in Uber's or any Affiliate's sole discretion, to: (A) protect the safety, rights, property or security of Uber or its Affiliates, the Uber Services or any third party; (B) protect the safety of the public for any reason including the facilitation of insurance claims related to the Uber Services; (C) detect, prevent or otherwise address fraud, security or technical issues; or (D) prevent or stop activity which Uber or any of its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity;

(v) marketing, lead generation, service development and improvement, analytics, industry and market research; or

(vi) it is required or necessary, in Uber's or any Affiliate's sole discretion, for insurance or other purposes related to you and/or Delivery Staff. You expressly consent to such use of Personal Data, and shall inform and obtain the consent of each Delivery Staff.

(b) You acknowledge, and will make your Delivery Staff aware, that Uber and its Affiliates may retain Personal Data of you and your Delivery Staff for legal, regulatory, safety and other necessary purposes after this Agreement is terminated.

(c) Uber and its Affiliates process Personal Data (including that referenced in section 3.6(a) of these Service Terms) as provided in the privacy notice currently available at <https://www.uber.com/legal/en/document/?name=privacy-notice&country=australia&lang=en-au> (or a replacement URL).

4. PAYMENT

4.1 Self-Delivery Uber Eats Fee

(a) In consideration for the Portier Pacific Services performed in connection with the Self-Delivery Option, Portier Pacific will charge you a Uber Eats Fee for each Self-Delivery Item sold by you via the Uber Eats App, based on the 'Use your own Delivery Staff (Self-Delivery)' Uber Eats Fee:

(i) as set out in your Order Form; or

(ii) if no applicable Uber Eats Fee is set out in your Order Form or if you do not have an Order Form, as specified from time to time on the Standard Fee Webpage at: <https://restaurants.ubereats.com/au/en/pricing/> (or a replacement URL).

(b) For the avoidance of doubt, Portier Pacific will charge you an Uber Eats Fee for each Delivery Item sold by you via the Uber Eats App (including any Delivery Items sold via the options under sections 2.5 and 2.6 above), in accordance with the General Terms and the Service Terms applicable to the Uber Delivery Option.

(c) Portier Pacific will calculate the Uber Eats Fee in accordance with section 5 of the General Terms.

4.2 Additional Fees and Charges

The Additional Fees and Charges that may be charged by you that relate to Self-Delivery Items include the:

(a) Self-Delivery Fees; and

(b) Self-Delivery Additional Fees (if permitted),

set by you in accordance with section 2.7 above.

4.3 Tips

For the sale of Self-Delivery Items, unless otherwise selected by you, you agree to allow customers to provide tips through the Uber Eats App. Uber will remit to you the full value of any tips provided by customers. It is your sole responsibility to comply with all applicable laws regarding the distribution of any tips.

5. DEFINITIONS

(a) Except as specified below, capitalised terms in these Service Terms have the meanings given in section 15 of the General Terms.

(b) The following additional definitions apply to these Service Terms:

Additional Self-Delivery Fees means the additional charges, such as transactional charges and other charges that relate to the delivery of the Self-Delivery Items, specified by you in the Uber Tool.

Customer Information means information about a customer or that customer's Personal Data made available to you or Delivery Staff in connection with a request for and use of Self-Delivery Services, which may include delivery drop-off location, as well as any other relevant details specific to the Items to be delivered.

Delivery Recipient means the intended recipient of Self-Delivery Items being delivered by you, or on your behalf, in connection with the Self-Delivery Services.

Estimated Fulfilment Time means the estimated time specified by you in the Uber Tool for you to complete the delivery of an order for Self-Delivery Items within the applicable Self-Delivery Area, commencing from the time you receive an order for Self-Delivery Items through the Uber Tool and ending at the time the Delivery Recipient receives their order.

Expanded Delivery Area means the area outside your Self-Delivery Areas that is within the then current Standard Delivery Area.

Self-Delivery Area means each delivery area specified by you in the Uber Tool for the availability of your Self-Delivery Services, within the areas in which the Uber Eats App is available to, and can be used by, customers in Australia to order Item.

Self-Delivery Fee means the delivery fee specified by you in the Uber Tool for the applicable Self-Delivery Area, to be charged by you to your customers for the delivery of Self-Delivery Items within that Self-Delivery Area.

Self-Delivery Services means the delivery services, and all other obligations described in section 2 of these Service Terms, that are performed by you and your Delivery Staff in order to deliver Self-Delivery Items to your customers within your Self-Delivery Area(s).

Transportation Method means the mode of transportation used by you or your Delivery Staff, or that you or your Delivery Staff propose to use, to provide the Self-Delivery Services.

Service Terms – Non-Delivery Option (Pickup or Dine-in)

What is the Non-Delivery Option

The Non-Delivery Options set out in these terms include Pickup and Dine-in. Pickup allows you to offer Non-Delivery Items via the Uber Eats App, where your customer can pick up the Item purchased via the Uber Eats App from a specified location, without any delivery services. Dine-in allows you to offer Non-Delivery Items via the Uber Eats App, where your customer can consume the Item purchased via the Uber Eats App at a specified location, without any delivery services. These Service Terms describe the Non-Delivery Options and the circumstances in which you can choose to use either of the Non-Delivery Options.

1. APPLICATION OF THESE TERMS

(a) The terms and conditions set out in these Service Terms apply to you if you have chosen to use the Non-Delivery Option for the provision of Non-Delivery Items to your customers.

(b) If you have chosen to use a Non-Delivery Option (either Pickup or Dine-in), as set out in your Order Form or in the Uber Tool:

(i) you may use the Uber Tool in accordance with the General Terms and these Service Terms to: (A) if you have chosen 'Pickup' in the Uber Tool, offer Non-Delivery Items to your customers on a Pickup basis, to be made available to your customers at a specified location; and (B) if you have chosen 'Dine-in' in the Uber Tool, offer Non-Delivery Items to your customers on a Dine-in basis, to be consumed by your customers at a specified location; and

(ii) unless otherwise restricted under other terms in your Agreement, you may choose either or both Pickup and Dine-in; and

(iii) in each case, no delivery, or involvement from Portier Pacific or Delivery Staff, is provided or made available to your customers as part of the Non-Delivery Option. As no delivery services are provided for any Non-Delivery Items, there is no fee or charge for delivery to your customer.

2. ROLES AND RESPONSIBILITIES

2.1 Non-Delivery Option

(a) For each Non-Delivery Item that has been ordered from you by your customer using the Uber Eats App:

(i) the sale and purchase of any Non-Delivery Items (via Pickup or Dine-In) takes place between you and the customer;

(ii) for Pickup, you will make Non-Delivery Items ordered by your customer for Pickup available at the location and during the times specified by you using the Uber Tool from time to time; and

(iii) for Dine-in, you will make Non-Delivery Items ordered by your customer for Dine-in available at the location and during the times specified by you using the Uber Tool from time to time, and you will ensure that the location you specify using the Uber Tool is available and suitable for consumption of Dine-in Items at the times specified.

(b) You assume all responsibility for obligations arising from your customer's attendance at your location under the Pickup and Dine-in options, including applicable work health and safety laws and all other applicable laws.

3. PAYMENT

3.1 Non-Delivery Uber Eats Fee

(a) In consideration for the Portier Pacific Services performed in connection with the Pickup Non-Delivery Option, Portier Pacific will charge you an Uber Eats Fee for each

Pickup Non-Delivery Item sold by you via the Uber Eats App, based on the 'Pickup Option' Uber Eats Fee:

(i) as set out in your Order Form; or

(ii) if no applicable Uber Eats Fee is set out in your Order Form (if you do not have an Order Form), as specified from time to time on the Standard Fee Webpage at: <https://restaurants.ubereats.com/au/en/pricing/> (or a replacement URL).

(b) In consideration for the Portier Pacific Services performed in connection with the Dine-in Non-Delivery Option, Portier Pacific will charge you an Uber Eats Fee for each Dine-in Non-Delivery Item sold by you via the Uber Eats App, based on the 'Dine-in Option' Uber Eats Fee:

(i) as set out in your Order Form; or

(ii) if no applicable Uber Eats Fee is set out in your Order Form (if you do not have an Order Form), as specified from time to time on the Standard Fee Webpage at: <https://restaurants.ubereats.com/au/en/pricing/> (or a replacement URL).

(c) Portier Pacific will calculate the Uber Eats Fee in accordance with section 5 of the General Terms.

4. DEFINITIONS

(a) Except as specified below, capitalised terms in these Service Terms have the meanings given in section 15 of the General Terms.

(b) The following additional definitions apply to these Service Terms:

Dine-in means the Non-Delivery Option where you allow your customers to consume Non-Delivery Item(s) at your location.

Pickup means the Non-Delivery Option where you allow your customers to collect Non-Delivery Item(s) from your location.

Service Terms – Virtual Storefront

What is a Virtual Storefront?

A Virtual Storefront allows you to offer Delivery Items and/or Self-Delivery Items using the Uber Delivery Option or the Self-Delivery Option for a separate and additional electronic storefront through the Uber Eats App that does not have a physical location, if you have

been approved to do so. These Service Terms describe the requirements for a Virtual Storefront and the circumstances in which you can choose to use a Virtual Storefront.

1. APPLICATION OF THESE TERMS

(a) The terms and conditions set out in these Service Terms apply to you if you have chosen to use a Virtual Storefront on the Uber Eats App for the provision of Delivery Items and/or Self-Delivery Items to your customers.

(b) If you have chosen to use a Virtual Storefront, as set out in your Order Form or in the Uber Tool:

(i) your use of a Virtual Storefront is subject to the approval of Portier Pacific, acting reasonably, and your compliance with these Service Terms; and

(ii) if approved, you may use the Uber Tool in accordance with the General Terms and these Service Terms to use a separate and additional tile within the Uber Eats App through which you may prepare and sell Delivery Items and/or Self-Delivery Items to customers. For clarity, your Virtual Storefront will appear in addition to your normal menu tile(s) on the Uber Eats App.

2. ROLES AND RESPONSIBILITIES

2.1 Virtual Storefront

(a) You may only sell to customers via your Virtual Storefront Delivery Items and/or Self-Delivery Items (as applicable) that:

(i) unless otherwise agreed to by Portier Pacific in writing, are materially different from the Items that you otherwise sell or make available on the Uber Eats App; and

(ii) are prepared and sold from your fully-licensed premises.

(b) To avoid doubt, you cannot sell Non-Delivery Items from a Virtual Storefront.

2.2 Marks and Business Name

(a) Section 9(b) of the General Terms applies to any Business Name (as defined in that section of the General Terms) for your Virtual Storefront, in the same way that section applies to a Business Name for any other location.

(b) In relation to any trading name or mark used by you for your Virtual Storefront (including your Business Name):

(i) unless otherwise agreed in writing, the trading name or mark will be considered your Mark, licensed to Uber and Portier Pacific under section 6.3 of the General Terms and is subject to the indemnification provision in section 10 of the General Terms;

(ii) you represent and warrant at all times that: (A) the Virtual Storefront's trading name does not infringe, misappropriate, or otherwise violate any third party's intellectual property or other proprietary rights; and (B) you have the right to display the Virtual Storefront trading name on the Uber Eats App and to grant the licence to Uber and Portier Pacific under section 6.3 of the General Terms; and

(iii) you agree that Portier Pacific may remove your Virtual Storefront from the Uber Eats App if Portier Pacific reasonably believes that it may infringe, misappropriate, or otherwise violate any intellectual property or other proprietary rights.

3. PAYMENT

3.1 Uber Eats Fee

The Uber Eats Fee for each Item sold by you via the Uber Eats App in connection with a Virtual Storefront is as set out in the Service Terms applicable to the option you choose to use at the time the Item is sold.

4. DEFINITIONS

(a) Except as specified below, capitalised terms in these Service Terms have the meanings given in section 15 of the General Terms.

(b) The following additional definitions apply to these Service Terms:

Virtual Storefront means a location where Delivery Items and/or Self Delivery Items are prepared by you (or on your behalf) which does not have a physical storefront that is accessible by your customers.

Service Terms – Alcohol Items

Offering Alcohol Items

These Service Terms allow you to offer Alcohol Items in specific geographic locations, as part of the Uber Delivery Option, if you have been approved to provide Alcohol Items. These Service Terms describe the conditions applicable to offering Alcohol Items via the Uber Eats App and the circumstances in which you can choose to offer Alcohol Items via the Uber Eats App.

1. APPLICATION OF THESE TERMS

(a) The terms and conditions set out in these Service Terms apply to you if you have chosen to offer Alcohol Items on the Uber Eats App, which is only permitted with the prior

written approval of Portier Pacific.

(b) If you have chosen to offer Alcohol Items on the Uber Eats App, as set out in your Order Form or in the Uber Tool:

(i) your ability to offer Alcohol Items is subject to the approval of Portier Pacific, acting reasonably, and your compliance with these Service Terms;

(ii) if approved, you may use the Uber Tool in accordance with the General Terms and these Service Terms to offer Alcohol Items as a Delivery Item, using the Uber Delivery Option; and

(iii) you acknowledge that you may only offer to sell Alcohol Items from locations in States and Territories permitted by Uber and Portier Pacific.

(c) An approval from Portier Pacific to offer Alcohol Items under this section may be subject to additional terms required by Portier Pacific (as set out in your Order Form or an Addendum).

2. ROLES AND RESPONSIBILITIES

2.1 Alcohol Items

(a) If you make any Alcohol Items available to your customers via the Uber Eats App:

(i) you appoint Portier Pacific as your agent for the purposes of displaying your Alcohol Items for sale, and allowing orders for Alcohol Items to be placed, through the Uber Eats App;

(ii) you represent and warrant at all times that you: (A) have and will maintain all licences and permits required to sell and deliver Alcohol Items; (B) will comply with all applicable Laws, regulations, and rules applicable to the advertising, promotion, sale, supply and delivery of Alcohol Items, including any requirements to provide licence numbers, warnings or notifications; and (C) will comply with industry best practice advertising practices, as set out in the ABAC Guidelines, in relation to the advertising and promotion of alcohol, including advertising of Alcohol Items via the Uber Eats App;

(iii) you must identify each Alcohol Item by telling Portier Pacific via the Uber Tool;

(iv) you acknowledge that a Delivery Person may be required to return the Alcohol Item to the originating location where it was initially picked up in the event that the supply of the Alcohol Item is prohibited by applicable Law (for example, due to the age or sobriety of the recipient). You agree to accept the return of Alcohol Items in these cases and that you will not be paid for the Items.

(v) you acknowledge that Alcohol Items will only be available to your customers via the Uber Eats App during hours reasonably determined by Portier Pacific based on its operational requirements and any relevant regulatory requirements; and

(vi) if any licence or permit that you require to sell, supply and deliver Alcohol Items is suspended or cancelled at any time, you must immediately tell Portier Pacific in writing of this and cease to display and sell any Alcohol Items via the Uber Eats App that cannot legally be displayed or sold from your location(s) without that licence or permit being in place and current.

(b) Unless otherwise agreed by Portier Pacific, you must not sell or supply, or make available on the Uber Eats App, any Alcohol Items as Self-Delivery Items or Non-Delivery Items.

(c) You acknowledge and agree that Portier Pacific will provide delivery services to customers who purchase Alcohol Items from you via the Uber Eats App, by subcontracting a Delivery Person to undertake the delivery and that the Delivery Person is responsible for verifying the age and identity of customers and confirming customers are not intoxicated when completing delivery. Uber shall provide in-app screens and tools for the Delivery Person to help complete customer identity verifications. Where applicable or required by Law, the in-app screen may enable the Delivery Person to scan a customer's identification document and for Uber and its Affiliates to retain certain information, such as the customer's date of birth and expiry date of the identification document to ensure that the customer is of legal drinking age.

2.2 Licences and Permits

Section 4.12 of the General Terms applies to any change or modification to any applicable licences or permits for the sale or delivery of Alcohol Items required under these Service Terms, in the same way that section applies to any change or modification to other licences or permits.

3. PAYMENT

3.1 Uber Eats Fee

The Uber Eats Fee for each Alcohol Item sold by you via the Uber Eats App is as set out in the Service Terms applicable to the option you choose to use at the time the Alcohol Item is sold.

4. DEFINITIONS

(a) Except as specified below, capitalised terms in these Service Terms have the meanings given in section 15 of the General Terms.

(b) The following additional definitions apply to these Service Terms:

ABAC Guidelines means the "ABAC Best Practice for Responsible Digital Alcohol and Marketing Guidelines" published by the ABAC Scheme Limited, available at <https://www.abac.org.au/publications/best-practice-guides/> (or a replacement URL).

Service Terms – Uber Promotion Tools

What are the Uber Promotion Tools?

These Service Terms allow you to use Uber's Promotion Tools to feature short-term promotions that are designed and fulfilled by you to potentially stimulate customer demand. These Service Terms describe the requirements that apply to the Promotion Tools and the circumstances in which you can choose to use the Promotion Tools.

1. APPLICATION OF THESE TERMS

(a) The terms and conditions set out in these Service Terms apply to you if you choose to use the Promotion Tools offered by Uber via the Uber Tool. These Service Terms apply to Promotions created and funded by you.

(b) If you have chosen to use the Promotion Tools, as set out in your Order Form or in the Uber Tool:

(i) subject to section 2.1(a), Uber permits you to use Uber's proprietary, automated tools to feature Promotions to your customers via the Uber Eats App (**Promotion Tools**); and

(ii) you permit Portier Pacific to use automated tools to feature your Promotions on the Uber Eats App, in accordance with the General Terms and these Service Terms.

2. ROLES AND RESPONSIBILITIES

2.1 Promotions and Promotion Tools

(a) Your ability to use the Promotion Tools and offer Promotions under these Service Terms are subject to the General Terms and these Service Terms, any guidelines or eligibility criteria for Promotions that Uber may make available from time to time and any limits in the functionality or technical capabilities of Uber's tools.

(b) For each Promotion designed and fulfilled by you under these Service Terms using the Promotion Tools:

(i) each Promotion is subject to approval by Uber and Portier Pacific;

(ii) unless otherwise specified by Portier Pacific, you will be solely responsible for defining each Promotion (within the scope of functionality and technical capabilities provided by the Promotion Tools), including, where applicable, the start date, end date and budget (that is, your maximum spend) for each Promotion, and the categories of customers that the Promotion may be provided to;

(iii) subject to any additional guidelines, rules and terms and conditions applicable to a Promotion, you may end a Promotion at any time, without penalty. Unless you end a Promotion early, each Promotion will continue until the end date or, if applicable, your budget has been reached (whichever comes first);

(iv) you are responsible for providing to Uber and Portier Pacific, at your own cost, Your Marketing Materials in respect of the Promotion in a format and within deadlines specified by Uber and Portier Pacific (**Your Promotion Materials**), to be reproduced by Uber and Portier Pacific for the fulfilment of the Promotion. You must not use, publish, distribute or otherwise communicate Your Promotion Materials prior to receiving written approval from Uber and Portier Pacific; and

(v) subject to marketplace functionality, Portier Pacific may provide enhanced promotional placement or other visual treatment for a Promotion during part or all of the time period that the Promotion is available. The time period of enhanced promotional placement for a Promotion may vary due to a number of factors including your budget for the Promotion, your requested start and end date for the Promotion and marketplace functionality.

2.2 Your Responsibilities

(a) You are considered the promoter of each Promotion. As such, you are solely responsible for fulfilling the terms of each Promotion provided by you to your customers, and you are solely responsible for providing and enforcing terms, conditions, or other rules for your customers governing each Promotion.

(b) You must honour and fulfil all the terms of your Promotions. You represent and warrant at all times that you will provide your Promotions in accordance with all Laws that apply to those Promotions, and that you have all necessary authority, rights, licences, consents and permissions to run your Promotions (including the rights to provide Your Promotion Materials to Uber and Portier Pacific).

(c) When providing any Promotion (and using the Promotion Tools), you agree that you are subject to any additional guidelines, rules and terms and conditions applicable to those Promotions which are posted by Uber or Portier Pacific on the Uber website from time to time. Uber and Portier Pacific will provide you with notice of any detrimental changes in accordance with section 14.2 of the General Terms.

(d) You agree to only use and access the Promotion Tool within its functionality and technical capability and you must not circumvent or otherwise exploit the tool in a way that is not intended.

2.3 Reporting, Promotion Costs and Uber Marketing

(a) Portier Pacific and its Affiliates will use reasonable endeavours to provide you with reports that each include information regarding your Promotions. This information may include the amount you have spent on each Promotion (**Promotion Costs**), the number of

Items sold in connection with each Promotion and additional information relating to the Promotion.

(b) You are responsible for all Promotion Costs. You, Uber and Portier Pacific may, from time to time, agree on additional terms and conditions that apply to the provision of certain Promotions and the relevant Promotion Costs.

(c) Uber and Portier Pacific, at their discretion, may highlight or use Promotions and/or the results of Promotions in their own marketing materials, in accordance with section 2.1(b) (iv).

2.4 No Guarantees

(a) Except as required under the Australian Consumer Law, neither Uber, Portier Pacific nor any of their Affiliates make any guarantee:

(i) that the Promotion Tools, or the ability to provide Promotions, will continue to be available or continue to operate in the same manner; or

(ii) in relation to the number of Items you will sell via the Uber Eats App, or the number of customers that will see you or your Items as a result of the Promotions you make available.

(b) You acknowledge and agree:

(i) Uber may, at any time modify, suspend or discontinue the Promotion Tools; and

(ii) Portier Pacific may, at any time modify, suspend or discontinue the ability for you to provide Promotions.

Except as required under the Australian Consumer Law, neither Uber, Portier Pacific nor any of their Affiliates will be liable to you with respect to any such modification, suspension or discontinuance.

3. PAYMENT

3.1 Fees for Promotions

(a) If you are paid for an Item, you are responsible for the relevant Uber Eats Fee and Promotion Costs.

(b) Notwithstanding section 5.2 of the General Terms, for Promotions that apply to Items:

(i) your customers will see Promotions applied as a discount to the Retail Price for the Items that are purchased;

(ii) where a Promotion has been applied, the applicable Uber Eats Fee for the relevant Item(s) will be calculated based on the discounted Retail Price (including GST) and not the full Retail Price; and

(iii) you permit Uber to apply this discount to the Retail Price applicable for each Promotion Order, which will appear as a deduction from your Item Revenue for the Promotion Order.

(c) Notwithstanding section 5.2 of the General Terms, for Promotions that apply to delivery fees:

(i) in respect of Promotions applied to orders for Self-Delivery Items offered via the Self-Delivery Option: (A) your customers will see Promotions applied as a discount to your Self-Delivery Fee; and (B) you permit Uber to apply this discount to the Self-Delivery Fee applicable for each Promotion Order;

(ii) in respect of Promotions applied to orders for Delivery Items via the Uber Delivery Option: (A) your customers will see Promotions applied as a promotion to the total order value in an amount equal to the value of the delivery fee charged to your customer (**Promotion Delivery Fee**); (B) you permit Uber to apply this promotion to each Promotion Order; and (C) you must pay Portier Pacific an amount equal to the Promotion Delivery Fee, which will be considered part of your Promotion Costs. To avoid doubt, any Promotion applied in respect of delivery fees for Delivery Items should not be seen as a reduction in the consideration you receive for any taxable supply you make to your customer for GST purposes; and

(iii) Uber may deduct from your Item Revenue the Promotion Costs prior to remitting any Item Payment to you in accordance with section 5.4 of the General Terms.

(d) For the avoidance of doubt, this section 3.1 takes precedence over any pricing calculation set out in the General Terms or any other Service Terms.

4. DEFINITIONS

(a) Except as specified below, capitalised terms in these Service Terms have the meanings given in section 15 of the General Terms.

(b) The following additional definitions apply to these Service Terms:

Promotion Order means an order for Items by your customer through the Uber Eats App that applies your Promotion.

Service Terms – Advertising

What are Advertisements?

These Advertising Service Terms allow you to create Ad Campaigns through Ads Manager to have your locations featured in Advertisements (also referred to as “Sponsored

Listings”). Advertisements are charged on a per click basis, at a rate that is based on the Auction Price and your Ad Campaign Budget. More information about Advertisements can be found here: <https://restaurants.ubereats.com/au/en/sponsored-listings/>.

1. APPLICATION OF THESE TERMS

(a) The terms and conditions set out in these Service Terms apply to you if you choose to access Ads Manager, unless you have agreed to a separate Addendum in respect of Ads Manager with Uber and Portier Pacific.

(b) Subject to section 2.6 below, you may only create Ad Campaigns on behalf of locations owned and operated by you and must not create any Ad Campaigns on behalf of your Franchisees or other third parties.

2. ADVERTISEMENTS

A detailed explanation of how Advertisements work, including information on placement of Advertisements, and the auction and selection process, can be found at <https://restaurants.ubereats.com/au/en/sponsored-listings/>.

2.1 Ads Manager

(a) Uber authorises you to use and access Ads Manager in accordance with the terms of this Agreement.

(b) You represent and warrant that you will only permit individuals to access Ads Manager in connection with your account if they are authorised by you to create, modify and cancel Ad Campaigns.

(c) You acknowledge and agree that:

(i) you must only use and access Ads Manager within its functionality and technical capability;

(ii) you are responsible for any use of, and access to, Ads Manager in connection with your account, including any Ad Campaigns created, modified or cancelled; and

(iii) as between you, Portier Pacific and Uber, Ads Manager is owned by and proprietary to Uber.

(d) The form and function of Ads Manager may change from time to time. If there is a material change to Ads Manager that is detrimental to your use of Ads Manager, Uber will provide you with at least 30 days' notice of the change and you may cancel your Ad Campaign in accordance with section 2.2.

(e) There may be more than one version of Ads Manager, including a version that allows you to create Ad Campaigns for single locations (**Single-Location Ads Manager**) and a version that allows you to create Ad Campaigns for multiple locations (**Multi-Location Ads**

Manager). You may only be permitted to access one version of Ads Manager at a time, based on your choice. Uber may impose restrictions or limitations on how frequently you may switch between versions of Ads Manager.

2.2 Creating Ad Campaigns

(a) You may create, modify or cancel Ad Campaigns (including your Bid and Ad Campaign Budget) through Ads Manager, subject to the terms of this Agreement and any other guidelines or eligibility criteria for Advertisements that Uber or Portier Pacific may make available from time to time.

(b) You acknowledge and agree that:

(i) all Ad Campaigns are subject to the functionality and technical capabilities of Ads Manager and must be compliant with the requirements of this Agreement;

(ii) when you create an Ad Campaign, your Bid will be placed in an auction and only selected Bids will become Advertisements; and

(iii) the creation of an Ad Campaign does not guarantee an Advertisement.

2.3 Placement of Advertisements

(a) Bids are selected based on factors including each merchant's bid amount and relevance to the specific user. Your relevance to a user is determined by Uber's assessment of how likely that user is to order from you.

(b) If your Bid is selected, an Advertisement will be posted based on your Ad Campaign.

(c) You acknowledge and agree that:

(i) you will be obligated to spend up to your Ad Campaign Budget if your Bid is selected. Portier Pacific will use commercially reasonable efforts to ensure your Ad Campaign Budget is not exceeded; and

(ii) you will be solely responsible for all Ad Service Fees and Additional Ad Service Fees.

(d) An Advertisement may be posted any time after it is selected and will continue until the earliest of the following:

(i) your Ad Campaign Budget is met;

(ii) Portier Pacific removes the Advertisement for any reason permitted under this Agreement, including where you have failed to comply with the terms of this Agreement;

(iii) you cancel your Ad Campaign in accordance with section 2.2; or

(iv) this Agreement terminates or expires for any reason.

(e) You acknowledge that:

(i) when your Ad Campaign Budget is met, your Ad Campaign will pause for the remainder of the week and recommence the following week;

(ii) there may be short delays in the pausing of the Ad Campaign when the Ad Campaign Budget is met, due to the technical functionality of the services and, as a result, you may incur Ad Service Fees in excess of your Ad Campaign Budget in respect of Advertisements surfaced to users during that time;

(iii) the time period of the Advertisement may vary due to a number of factors including your Ad Campaign Budget, parameters set by Portier Pacific and Ads Manager functionality.

(f) You may access information regarding your Advertisement(s) through Ads Manager, which will include your Ad Service Fees, associated performance metrics and any other information required by applicable Laws (**Ad Information**). For clarity, Ad Information, all elements of Ads Manager, and any design features and components offered and displayed (whether orally, visually, or in writing) in connection with these Service Terms (excluding Your Marketing Materials) are Uber's and Portier Pacific's Confidential Information in accordance with section 3.6(a) of the General Terms.

2.4 Content for Advertisements

(a) When you create an Ad Campaign, you authorise Portier Pacific to assemble and format Advertisements based on Your Marketing Materials.

(b) Unless otherwise agreed in writing, Portier Pacific will determine the size, placement, and positioning of your Advertisements and you acknowledge that any Advertisements shown in preview or surfaced prior may be changed by Portier Pacific from time to time.

2.5 Restrictions

Without limiting any of Portier Pacific's rights under this Agreement, Porter Pacific may:

(a) limit the number of Advertisements you can create at a given time;

(b) limit availability of any or all of the Advertisements (for example, to listings from certain categories or containing certain attributes); and

(c) specify minimum and maximum Bids in Ads Manager.

2.6 Special Terms for Franchisors

(a) This section 2.6 only applies if you are a Franchisor.

(b) Subject to the terms of this Agreement, you may create and manage Ad Campaigns on behalf of your Franchisees using the Multi-Location Ads Manager, provided that the Franchisee has consented to:

(i) you creating and managing Ad Campaigns on their behalf; and

(ii) having restrictions on their ability to access Ads Manager and create Ad Campaigns.

(c) If you are creating or managing an Ad Campaign on behalf of a Franchisee:

(i) you represent and warrant that you have obtained all necessary consents from the Franchisee (including those specified in section 2.6(b) above); and

(ii) you acknowledge and agree that you will be solely responsible for all Ad Service Fees and Additional Ad Service Fees incurred in respect of your Franchisees in relation to that Ad Campaign.

(d) If any Franchisee withdraws the consent required under section 2.6(b) above, you must immediately notify Uber and Portier Pacific and cancel all Ad Campaigns in respect of that Franchisee in accordance with section 2.2 above.

2.7 Special Terms for Franchisees

(a) This section 2.7 only applies if you are a Franchisee.

(b) If you are a Franchisee, you may consent to your Franchisor creating and managing Ad Campaigns on your behalf.

(c) If you have consented to your Franchisor creating and managing Ad Campaigns on your behalf, you acknowledge and agree that you:

(i) may be unable to create your own Ad Campaigns or access Ads Manager; and

(ii) will remain responsible for Your Marketing Materials used in the Ad Campaign.

3. DISCLAIMERS

Without limiting any requirements under the Australian Consumer Law:

(a) neither Uber, Portier Pacific nor any of their Affiliates make any guarantee in relation to the benefit you will obtain from the Advertisement, the number of Items you will sell in connection with any Advertisement or the number of impressions or clicks your Advertisement will receive;

(b) any “recommended”, “automatic” or “default” settings in Ads Manager (including any recommended or automatic Bids or Ad Campaign Budget) are based on general aggregated information and provided for your convenience only. Neither Uber, Portier Pacific nor any of their Affiliates make any guarantee in relation to the suitability of any aspect of your Ad Campaign (including the applicable Bid or Ad Campaign Budget) for your business. It is your responsibility to make your own assessments of the costs and benefits of each aspect of your Ad Campaign and to determine the suitability of any Ad Campaign for your business; and

(c) without limiting section 9(e) of the General Terms, your access to Ads Manager, as well as your ability to surface Advertisements, may be impacted by testing conducted by Uber or Portier Pacific from time to time.

4. PAYMENT

4.1 Ad Service Fees

(a) In consideration for the Portier Pacific Services performed in connection with any Advertisement, Portier Pacific will charge the Ad Service Fees to you.

(b) Subject to your Ad Campaign Budget, Portier Pacific will calculate your Ad Service Fees based on the price per click. The price that you pay per click (excluding GST):

(i) will be the Auction Price;

(ii) will never be more than the amount specified in your Bid; and

(iii) may vary based on the placement of the Advertisement.

(c) For clarity, Uber does not charge you a fee to use or access Ads Manager in accordance with the terms of this Agreement.

4.2 Additional charges

Portier Pacific may charge you for any additional services you select through Ads Manager (**Additional Ad Service Fees**). Unless otherwise agreed in writing, Additional Ad Service Fees will be specified on the Standard Fee Webpage.

4.3 Invoicing and Payment Schedule

(a) Unless otherwise agreed in writing, you agree that Uber may deduct (in whole or in part):

(i) the Ad Service Fees; and

(ii) the Additional Ad Service Fees (if any),

payable to Portier Pacific from your Item Revenue before remitting the Item Payment to you.

(b) If you choose to use the Multi-Location Ads Manager, you agree that Portier Pacific may invoice you for all Ad Service Fees and Additional Ad Service Fees (if any) (**Ads Invoice**) incurred in respect of Ad Campaigns created by you (including any Ad Service Fees and Additional Ad Service Fees incurred in respect of Ad Campaigns created by you on behalf your Franchisees). You must pay the Ads Invoice within thirty (30) days of your receipt of such invoice from Portier Pacific.

(c) Without limiting this section 4.3, Portier Pacific may:

- (i) set a maximum spend threshold or direct Uber to suspend your access to Ads Manager until the Ad Service Fees and Additional Ad Service Fees (if any) are paid in full;
- (ii) direct Uber to collect the Ad Service Fees and Additional Ad Service Fees (if any) from you by debiting the payment method or your bank account on record; and
- (iii) otherwise seek reimbursement from you by any lawful collection methods available.

5. DEFINITIONS

(a) Except as specified below, capitalised terms in these Service Terms have the meanings given in section 15 of the General Terms.

(b) The following additional definitions apply to these Service Terms:

Ad Campaign means a campaign created by you via Ads Manager specifying the terms on which you wish to place Advertisements. Your Ad Campaign must include your Bid, Ad Campaign Budget and any other details required or permitted by Ads Manager, as modified from time to time in accordance with these Service Terms.

Ad Campaign Budget means the amount you intend to spend on Ad Service Fees (excluding GST), as specified in your Ad Campaign.

Ad Service Fee means a fee for the placement of your Advertisement, calculated based on the actual number of clicks on your Advertisements at the rate determined based on the Auction Price.

Ads Manager means Uber's proprietary, automated, self-service tool used to create and manage Ad Campaigns. Ads Manager includes the Single-Location Ads Manager and Multi-Location Ads Manager. For clarity, Ads Manager is part of the Uber Tools.

Advertisement means an advertisement placement on the Uber Eats App that will:

- (a) subject to Portier Pacific's discretion, include some indicator to customers that the placement was purchased by you, such as a tag such as "ad", "promoted" or "sponsored";
- (b) appear in the Uber Eats App (and may appear on the Uber Eats website) in a placement determined by Portier Pacific, or otherwise selected by you in your Ad Campaign; and
- (c) will be assembled and formatted based on Your Marketing Materials.

Auction Price means the price per click (excluding GST) determined based on factors including your Bid and Uber's assessment of each merchant's relevance to the specific user. For clarity, the Auction Price is always less than or equal to your Bid.

Bid means the maximum price per click (excluding GST) that you agree to offer for an Advertisement, as specified in your Ad Campaign.

Service Terms – Online Ordering

What is Online Ordering?

The Online Ordering Sales Channel allows customers to browse your menu and place orders via a link provided by Uber. Orders will be fulfilled in accordance with the selected Fulfilment Option and remain subject to those Service Terms. These Service Terms set out the parties' obligations related to your use of the Online Ordering Sales Channel.

1. APPLICATION OF THESE TERMS

These Service Terms apply if you choose to use the Online Ordering Sales Channel, unless you have agreed to a separate Addendum in respect of the Online Ordering Sales Channel with Uber and Portier Pacific.

2. ONLINE ORDERING SALES CHANNEL.

2.1 Online Ordering Sales Channel

(a) Subject to the terms and conditions of this Agreement, Uber will provide you with a hyperlink for no charge to embed in your native desktop and/or mobile webpages (collectively, **Your Online Marketplaces**) that will allow customers to browse your menu and place order(s) for Items via the hyperlink embedded in Your Online Marketplaces for:

(i) delivery to such customer by: (A) Portier Pacific in accordance with the 'Uber Delivery Option' Service Terms; or (B) you in accordance with the 'Self-Delivery Option' Service Terms; or

(ii) pick up or dine-in by such customer at your location in accordance with the 'Non-Delivery Option' Service Terms,

(collectively, the **Online Ordering Sales Channel**). Except as otherwise stated in these Service Terms, for the purpose of these Service Terms any reference to the Uber Eats App in this Agreement also includes a reference to the Online Ordering Sales Channel.

(b) To complete the checkout process and place an order for Items via the Online Ordering Sales Channel, customers will be required to either:

(i) log into their current Uber account; or

(ii) create an Uber account.

(c) Notwithstanding any other term of this Agreement, you acknowledge and agree that:

(i) once you have created the hyperlink for the Online Ordering Sales Channel, you may be unable to prevent users from accessing that hyperlink in the future to place orders to purchase your Items via the Online Ordering Sales Channel; and

(ii) 'lead generation services' provided by Portier Pacific in relation to the Online Ordering Sales Channel includes the provision of demand facilitation services.

2.2 Customisations

You may be permitted to customise your Online Ordering Sales Channel, including by uploading content (such as images or logos) (**Your Online Ordering Content**) or by changing the colour of the page. For clarity, Your Online Ordering Content is deemed to be Your Marketing Materials as defined in the General Terms.

2.3 Support

Portier Pacific will provide reasonable support to you in relation to the Online Ordering Sales Channel. You may reach out for support via <http://help.uber.com>.

2.4 Uber Ownership

Without limiting any part of this Agreement, Uber and its affiliates own all rights, titles and interests, including without limitation all intellectual property rights and other rights, in and to its software applications and other proprietary technology contemplated by these Service Terms, including any data structures therein, accompanying documentation, and any updates or revisions to the foregoing.

3. DATA SHARING

3.1 Order Information

(a) All data related to customer access and use of the Online Ordering Sales Channel, including but not limited to all customer Personal Data (**Order Information**), is Uber's Confidential Information.

(b) Unless otherwise agreed with Uber and Portier Pacific in writing or otherwise permitted under this Agreement:

(i) you may only use Order Information (including any Personal Data) provided to you by Uber or Portier Pacific solely for the purpose of providing Online Ordering Items to your customers under these Service Terms; and

(ii) you must not copy, store, retain, remove or otherwise process any customer Personal Data.

4. CHANGES TO SERVICE

You acknowledge that, without limiting Uber or Portier Pacific's rights under section 14.2 of the General Terms, Uber or Portier Pacific may make changes to the service to improve user experience.

5. PAYMENT

5.1 Uber Eats Fee

(a) In consideration for the Portier Pacific Services performed in connection with the Online Ordering Sales Channel (including any Portier Pacific Services performed in connection with the selected Fulfilment Option), Portier Pacific will charge you an Uber Eats Fee for each Online Ordering Item sold by you via the Online Ordering Sales Channel, based on the 'Online Ordering' Uber Eats Fee:

(i) as set out in your Order Form; or

(ii) if no applicable 'Online Ordering' Uber Eats Fee is set out in your Order Form or if you do not have an Order Form, as specified from time to time on the Standard Fee Webpage at: <https://restaurants.ubereats.com/au/en/pricing/> (or a replacement URL).

(b) For clarity, the Uber Eats Fee for each Online Ordering Item:

(i) may vary based on the selected Fulfilment Option; and

(ii) will apply instead of any other Uber Eats Fee specified in the Service Terms for the selected Fulfilment Option that would otherwise apply in respect of that Online Ordering Item.

(b) Portier Pacific will calculate the Uber Eats Fee in accordance with section 5 of the General Terms.

6. DEFINITIONS

(a) Except as specified below, capitalised terms in these Service Terms have the meanings given in section 15 of the General Terms.

(b) The following additional definitions apply to these Service Terms:

Fulfilment Option means the option(s) you choose to use to allow customers to receive their orders placed via the Online Ordering Sales Channel, including the Uber Delivery Option, Self-Delivery Option, and Non-Delivery Options.

Online Ordering Item means any Item (including any Delivery Item, Self-Delivery Item, Non-Delivery Item, or Alcohol Item) that you make available to your customers via the Online Ordering Sales Channel.

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Restaurant
& Catering



2019 INDUSTRY BENCHMARKING REPORT

2018-2019 FINANCIAL YEAR

Restaurant and Catering Australia

Restaurant & Catering Australia (R&CA) is the national industry association representing the interests of over 47,000 restaurants, cafés and catering businesses across Australia. The café, restaurant and catering sector is vitally important to the national economy, generating over \$37 billion in retail turnover each year as well as employing 450,000 people. Critically, over 92 per cent of businesses in the café, restaurant and catering sector are small businesses, employing 19 people or less.

R&CA delivers tangible outcomes to small businesses within the hospitality industry by influencing the policy decisions and regulations that impact the sector's operating environment. R&CA is committed to ensuring the industry is recognised as one of excellence, professionalism, profitability and sustainability. This includes advocating the broader social and economic contribution of the sector to industry and government stakeholders, as well as highlighting the value of the restaurant experience to the public.

About the Industry Benchmarking Survey

R&CA's *Industry Benchmarking Survey* is an industry-based survey of business conditions in the restaurant, café and catering industry. The survey monitors key trends in business costs, profitability, labour and skills shortages, as well as the general business environment. The survey is distributed to café, restaurant and catering business owners and senior managers across Australia.

R&CA's 2019 Industry Benchmarking Survey was distributed to over 15,000 individual restaurant, cafe and catering business owners and senior managers across Australia, with 656 completing the survey. The Survey was open during August and September of 2019 and contained 70 questions relating to the 2018-19 financial year.

As part of the 2019 survey, multiple new questions were posed to respondents in order to better understand some of the emerging issues facing the restaurant, café and catering industry in areas such as online delivery, wage compliance, overall economic sentiment and responses to rising business costs.

All images courtesy of Tourism Australia (Baillies Longitude 131)

Note: No benchmarking survey was conducted for the 2017-18 financial year

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Executive Summary

The Restaurant and Catering Association's 2019 Benchmarking Survey is a significant source of industry data collected directly from hundreds of businesses across the country. This year has seen the highest level of engagement with the survey by respondents since its inception, with approximately triple the sample size as compared to previous years.

The typical profile of a respondent to R&CA's 2019 Benchmarking Survey was a privately-operated, restaurant business located in a metropolitan area of a capital city. The owner has typically had 10 or more years of experience working in the hospitality sector and the business employs between 0 and 19 employees.

Data collected from the 2019 Benchmarking Survey shows that amongst the Restaurant, Café and Catering industry:

1. The cost of wages now averages 41 per cent of total business costs, with more than 50 per cent of total business costs relating to staff.
2. The most significant issue currently facing the industry is a perceived inability to raise prices, with 55 percent of respondents listing it as their most important issue.
3. While businesses have found it easier to fill key positions in the last 12 months, more than half still report some difficulty in filling skills gaps in their business, with the position of chef continuing to be the most difficult to fill.
4. More than 75 per cent of business owners stating they fail to pay themselves the award rate for work they do in the business, with more than 50 per cent indicating that they do so significantly or regularly to make ends meet.
5. High and increasing prices, complexity of compliance requirements and lack of education are among the main reasons listed by respondents for non-compliance.
6. 53 per cent of businesses found that while their revenue increased as a result of partnering with online delivery platforms, their profit decreased while 55 per cent felt that it is impossible to make a profit from delivery due to high fees.

The 2019 Survey shows that the Restaurant, Café and Catering Industry continues to be defined by low profit margins, rising costs and technological disruption. An entrenched perceived inability to raise prices shows an industry that is competitive and mature but under significant pressure.

However, business sentiment is higher in 2019 than in 2018, with a majority of businesses owners expecting profits and sales to rise, showing the industry remains resilient and positive despite new demands and challenges.

CEO's Foreword

The Restaurant and Catering Association has been the voice of the Restaurant, Café and Catering Industry since 1922. Since our very beginning nearly a century ago we have established ourselves as the primary mechanism for our members to share information, save money and advocate to government.

The 2019 Benchmarking Report, now in its 10th year, aims to present an accurate view of where the industry is and what challenges lie ahead. This year's report shows a snapshot of an industry that is under significant pressure. Issues such as rising food, wage, rent and energy costs plus the disruptive influence of digital technology such as online food delivery all point to a difficult year ahead.



Restaurant and Catering CEO Wes Lambert

Most notably, the number one issue listed by members is not the rising cost of wages. Nor is it the impact of penalty rates or the skills shortages that are evident across both the back and front of house. It is an entrenched perception that they cannot raise their prices.

When millions of households are seeing bills rise while wages stay relatively flat, restaurants, cafes and caterers do not feel customers will accept any increase in their prices, even as key costs across the business continue to rise year after year.

The Restaurant and Café industry is overwhelmingly made up of small businesses, with more than 90% employing less than 20 people, that employ hundreds of thousands of Australians. Importantly, more young people are working in our industry than in any other across the Australian economy.

In this current economic climate, these small businesses need all the help they can get to be able to run a business and participate in an industry that is profitable and continues to employ hundreds of thousands of people across every city, suburb and town in Australia.

Our encouragement to Australians everywhere is this: get out and enjoy your local restaurant or café, they need your patronage now more than ever.

Regards,

A handwritten signature in black ink, appearing to be 'Wes Lambert'. The signature is fluid and cursive, with the first letter 'W' being particularly large and stylized.

Wes Lambert CPA FGIA MAICD
Chief Executive Officer
Restaurant and Catering Australia

Profile of Respondents Summary



62% ARE
RESTAURANTS



66%

HAVE OVER 10YRS
EXPERIENCE IN THE
INDUSTRY



51%
ARE **PRIVATE
COMPANIES**
DOWN FROM 52% IN 2017



56%

ARE LOCATED IN THE
SUBURBS OR **REGIONAL
COUNTRY TOWNS**



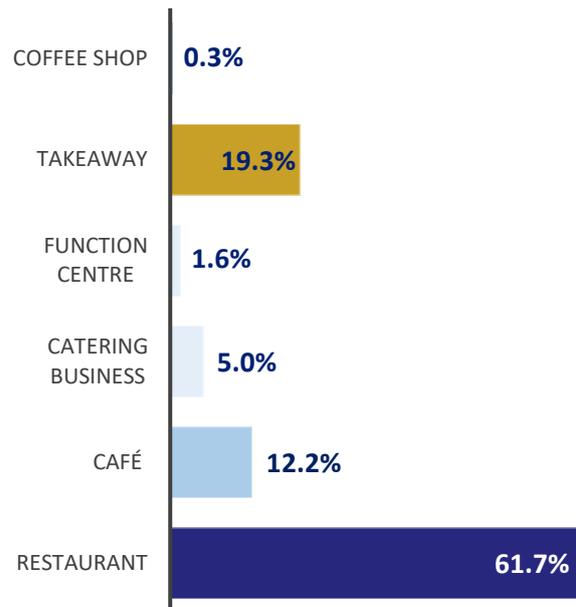
74%

ARE **SMALL BUSINESSES**
COMPARED TO 92% OF TOTAL INDUSTRY

Chapter 1: Profile of Respondents

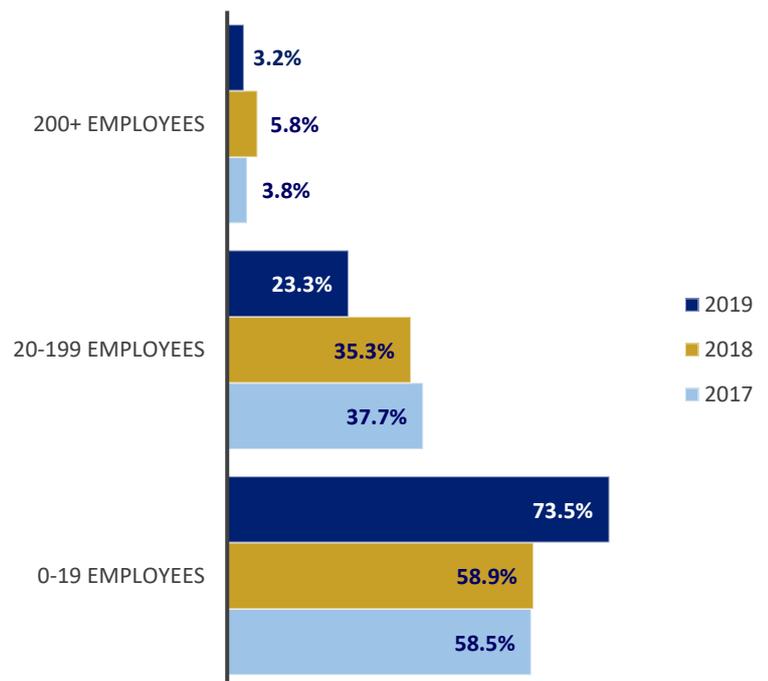
Type of Business

Respondents to the survey continued to represent the breadth and depth of hospitality businesses. The clear majority of respondents (61.7 per cent) indicated that they owned a restaurant whilst 12.2 per cent of respondents indicated that they owned a café, a significant decrease from the previous year, where 20.8 per cent of respondents were cafes. The largest increase in respondents to the 2019 survey was Takeaway shops, which increased to 19.3 per cent up from just 2.8 per cent last year. An additional 5.0 per cent of respondents indicated that they owned a catering business, while 1.6 per cent indicated that they owned a function centre and just 0.3 per cent indicated that they owned a coffee shop.



Business Size

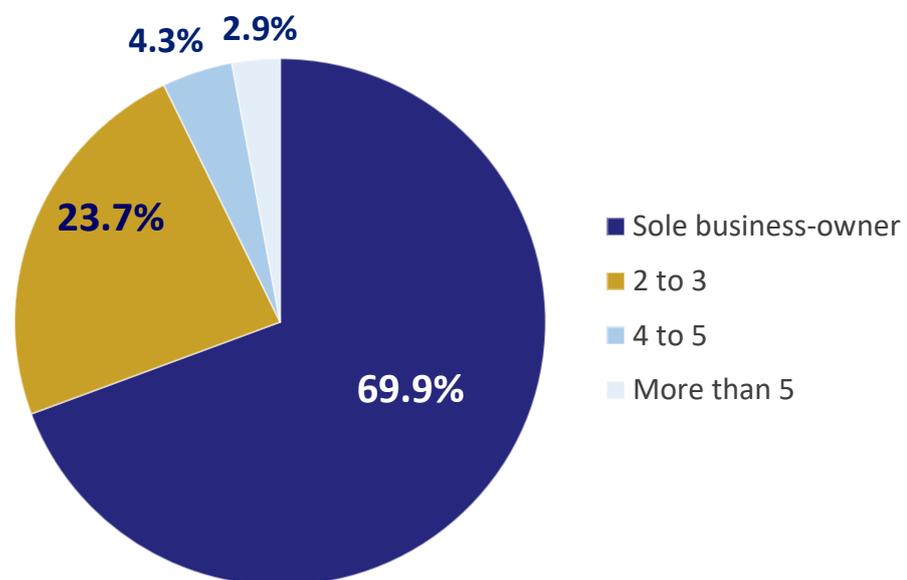
Small businesses heavily dominated survey responses in 2019, with 73.5 per cent of businesses indicating that they employed between 0 and 19 employees. This was significant increase from the 2018 survey where only 58.9 per cent were businesses employing between 0 and 19 employees. This also compared to a significant decrease in the number of businesses employing between 20 and 199 employees (medium businesses) which dropped to 23.3 per cent from 35.3 per cent the previous year. An even greater proportion of small businesses participated in this year's survey than in 2018. According to the *ABS Counts of Australian Businesses, including Entries & Exits, Jun 2014 to Jun 2018*, 92.1 per cent of all restaurant, café and



catering businesses in Australia are small or non-employing businesses¹.

Number of Businesses Owned and Operated

The majority of respondents to the 2019 survey (69.9 per cent) indicated that they owned one business. However, 23.7 per cent of survey respondents owned between two to three different businesses, with a further 4.3 per cent indicating they owned between four to five different businesses. 2.9 per cent of respondents operated more than five businesses, down from 6.5 in 2018.



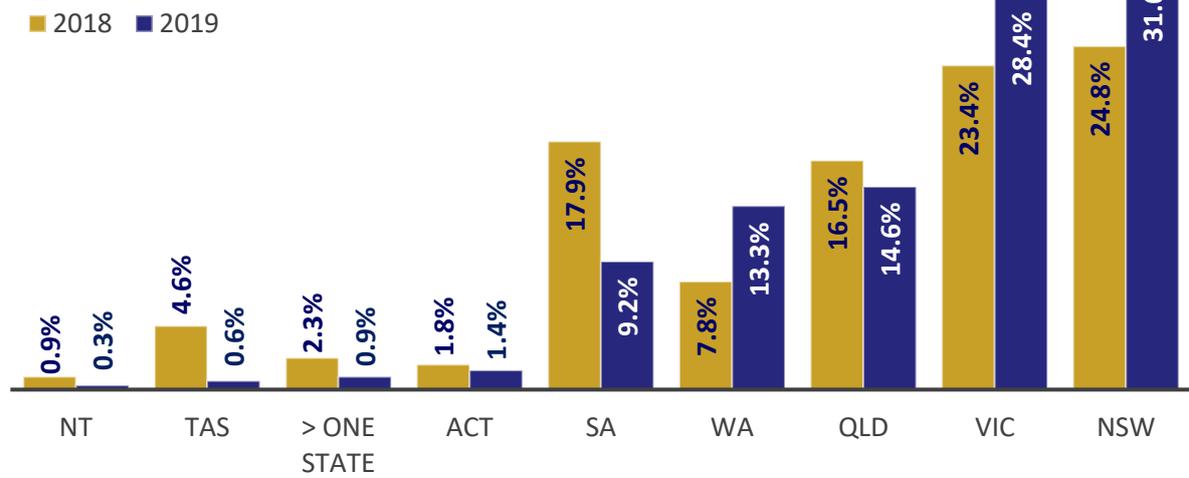
State of Operation

Businesses from New South Wales (31.6 per cent) and Victoria (28.4 per cent) represented the largest number of respondents to the 2019 survey, which also represented a large increase from the 2018 survey of 24.8 per cent and 23.4 per cent respectively. 14.6 per cent of participants indicated they operated businesses in Queensland in the 2019 survey compared to 16.5 per cent in the 2017 survey. The number of respondents from Western Australia jumped to 13.3 per cent from 7.8 per cent in the 2018 survey. South Australia accounted for a lower number of respondents in the 2019 survey at 9.2% per cent compared to 17.9 per cent in the 2018 survey and 22.3 per cent in the 2017 survey.

The 2019 survey had respondents located in every Australian State and Territory with Tasmania (0.6 per cent), the Australian Capital Territory (1.4 per cent) and Northern Territory (0.3 per cent) all represented in the results.

¹ Australian Bureau of Statistics (2018) *81650 Counts of Australian Businesses, including Entries and Exits, Jun 2014 to Jun 2018*.

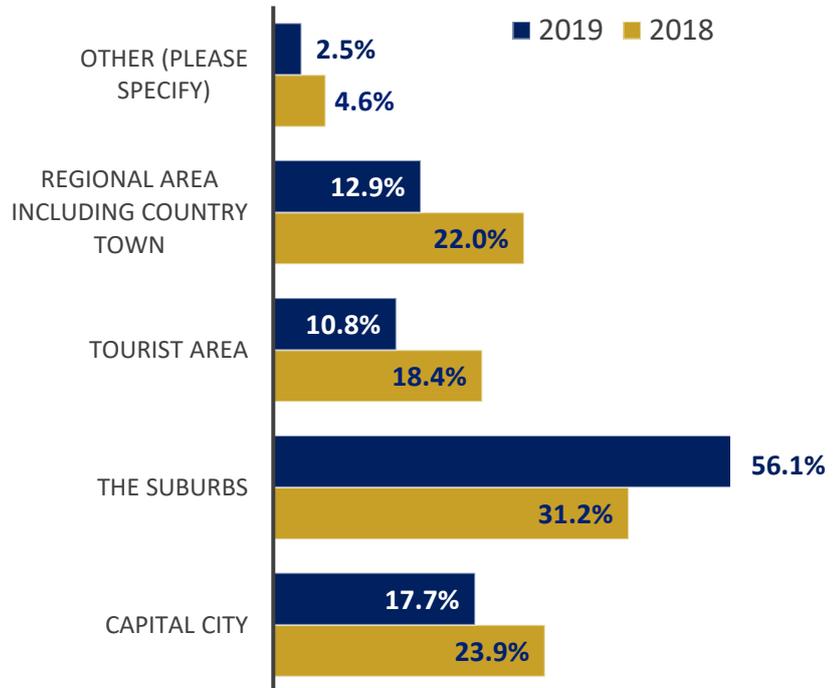
State of Operation



Tasmania’s representation in the survey decreased in 2019, falling from 4.6 per cent in 2018. Finally, 0.9 per cent of businesses indicated they operated in more than one Australian State or Territory, down from 2.3 per cent in 2018.

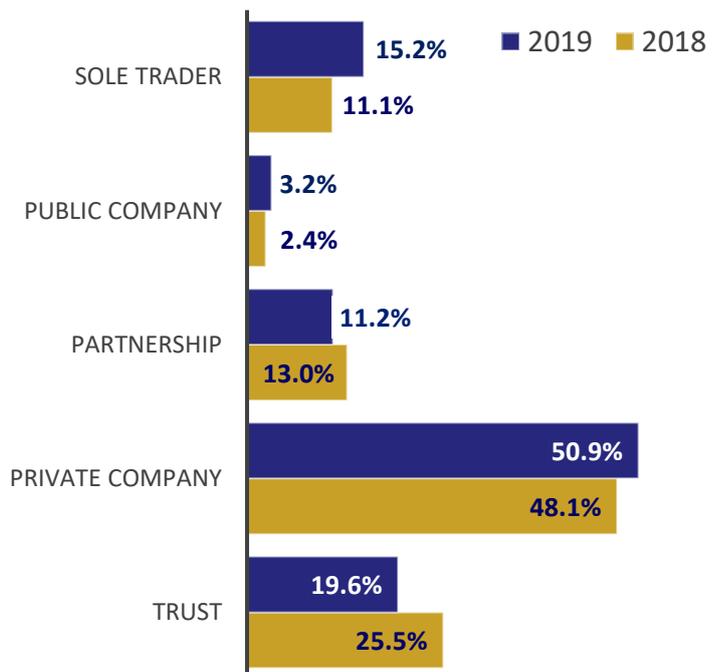
Location

Businesses located in suburban areas represented the largest group of respondents to this year’s survey at 56.1 per cent, a significant increase on results gathered in the 2018 survey of 31.2 per cent. Businesses located in a capital city represented the second largest group of respondents at 17.7 per cent, followed by operators located in a regional area (12.9 per cent). This was followed by 10.8 per cent of businesses which indicated that they operated in a tourist area. A further 2.5 per cent of businesses reported operating in ‘other’ locations, including beaches, city fringes, sports stadiums, university campuses and a combination of regional, suburban and tourist areas.



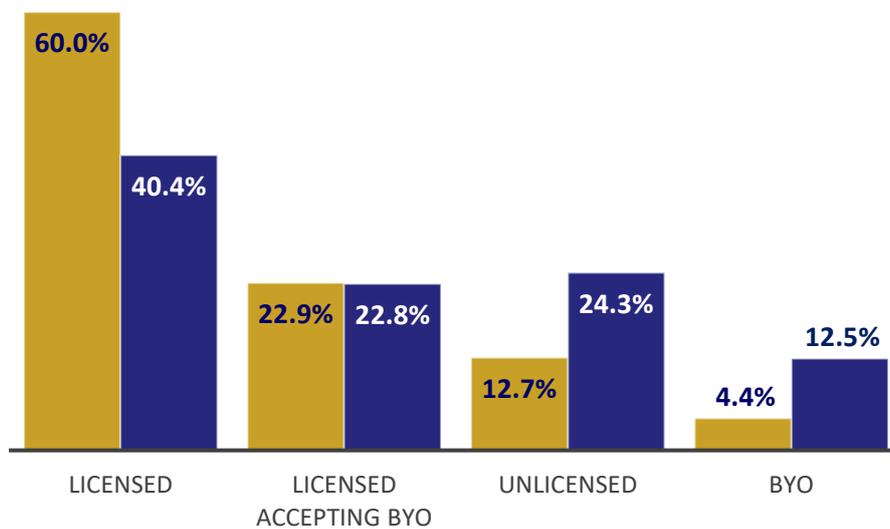
Ownership Type

Just over half of all business owners (50.9 cent) participating in the 2019 survey indicated that they operated as a private company which represented a slight increase from 48.1 per cent recorded in the 2018 survey. Businesses operating as a trust represented 19.6 per cent of respondents and was the second most common form of ownership structure. Businesses operating as a partnership accounted for 11.2 per cent of all survey respondents, down slightly from 13 per cent in 2018. Sole traders accounted for 15.2 per cent of business structures whilst public companies accounted for 3.2 per cent.



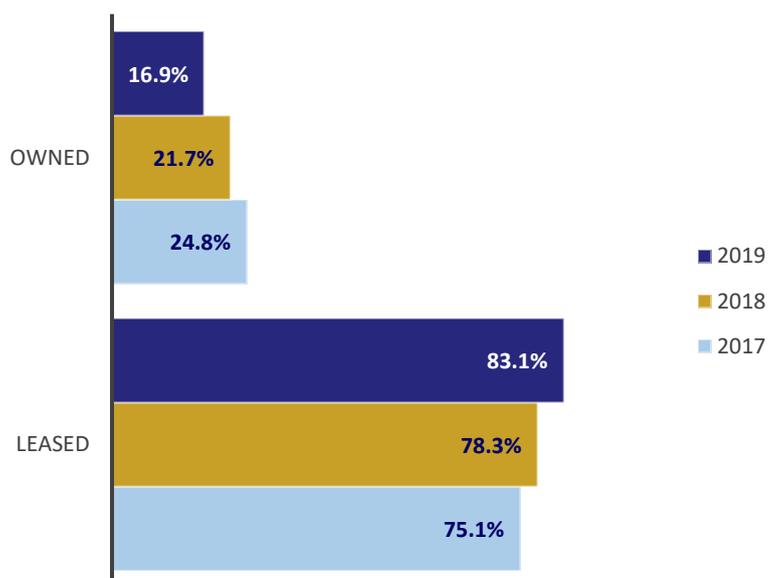
Liquor Licensing

in the 2019 survey, 40.4 per cent of businesses indicated they operated as a licensed premise, a significant decrease from 60.0 per cent recorded in 2018. There was no real change in the number of businesses indicating they were licensed accepting BYO (22.8 per cent) The number of unlicensed premises participating in the 2018 survey (12.7 per cent) almost doubled to 24.3 per cent in the 2019 survey. Businesses operating as BYO nearly tripled, with 12.5 per cent indicating BYO Only in 2019 compared to 4.4 per cent in the 2018 survey.



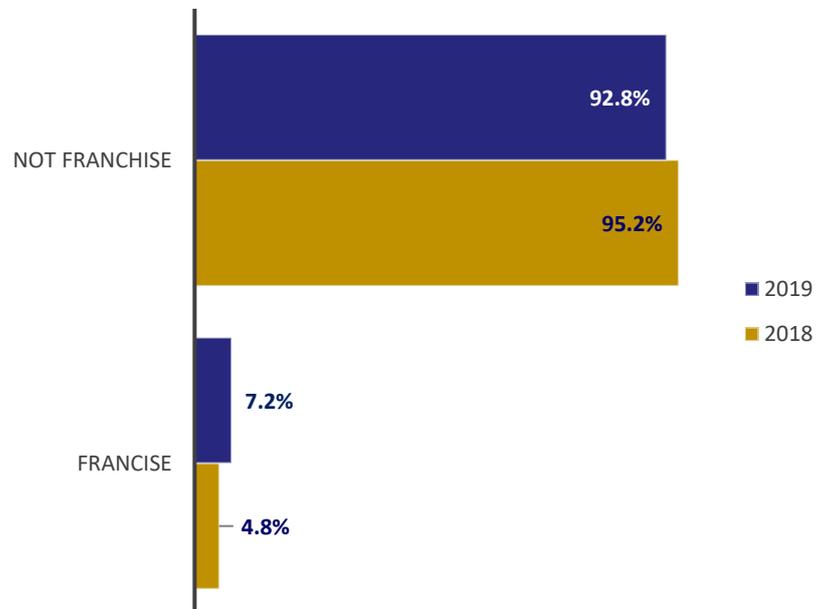
Leasing

The majority of survey respondents in the 2019 survey (83.1 per cent) indicated that the building in which they operated their business is leased. This represents an increase from the 78.3 per cent of respondents who indicated the building they operated in was leased in the 2018 survey. This figure remains lower than the 2016 survey where 85.8 per cent of respondents indicated that the building in which they operated was leased. 16.9 per cent of respondents indicated that they owned the building in which they operated their businesses compared to 21.7 per cent in 2018 and 24.8 per cent in 2017.



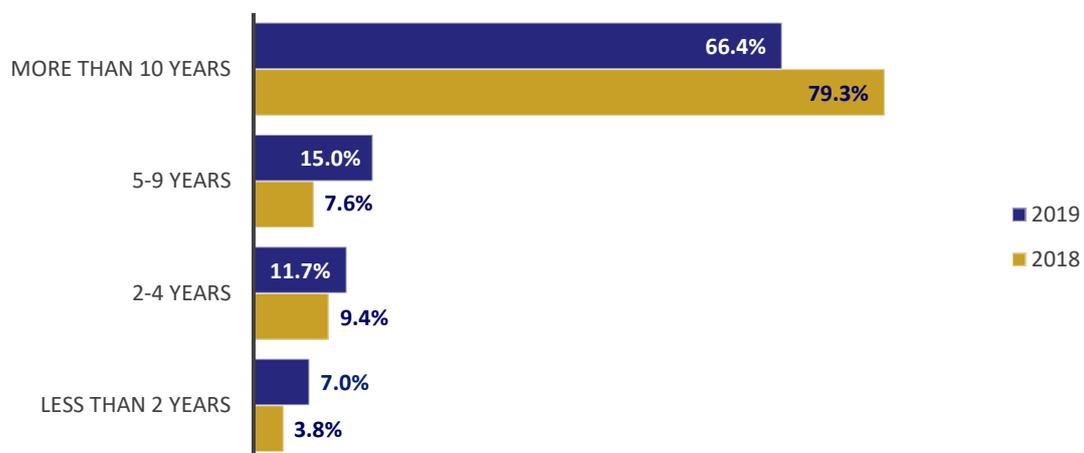
Franchising

For the second time, the 2019 Benchmarking Survey asked respondents whether or not they operated their business as a franchised operation. 92.8 per cent of the survey indicated they were not a franchised operation, down from 95.2 per cent in 2018. 7.2 per cent stated they were a franchise, up from 4.8 per cent in 2018.



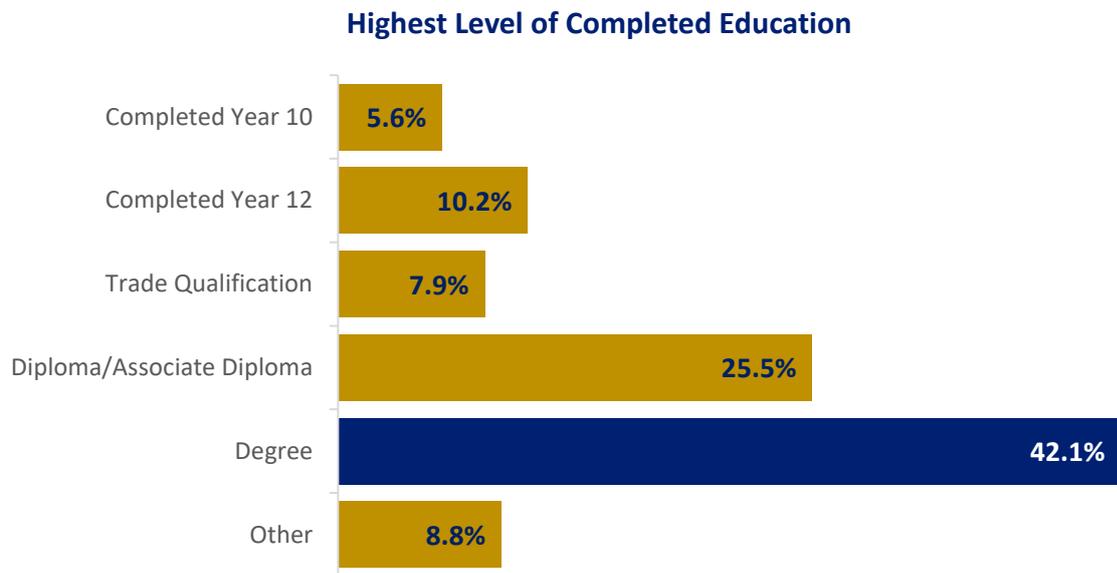
Years of Experience in Industry

A vast majority of respondents in the 2019 survey (66.4 per cent) reported having over 10 years of experience in the hospitality industry, down from 79.3% in 2018. 11.7 per cent of respondents reported having between 2 and 4 years' experience which represents another increase from 9.4 per cent in 2018 survey and 4.6 from the 2017 Survey. 15.0 per cent of respondents reported having been in the industry between 5 and 9 years, doubling the 2018 figure of 7.6 per cent. 7 per cent of businesses reported having less than 2 years' experience in the industry, up from 3.8 per cent in 2018.



Highest Level of Education Completed

For the first time in the 2019 survey, respondents were asked to identify the highest level of education completed. The most common response was a bachelor’s degree or equivalent, with 42.1 per cent of respondents indicating they had completed a tertiary qualification. The second most common was Diploma or Associate Diploma with 25.5 per cent followed by High School (Year 12 equivalent) with 10.2 per cent. Just 7.9 per cent indicated they had completed a trade qualification.



Choice of Superannuation Fund

Respondents for the 2019 survey were also asked this year to list the superannuation fund that was used in the business as the default fund. This was the first time that this question was asked. Information was able to be given qualitatively.

The most common answer was HostPlus, with other major funds such as Australian Super, Sunsuper & REST were also mentioned commonly. Other funds such as MLC, BT and AMP were also mentioned.

Choice of Bank

Respondents for the 2019 survey were also asked this year to list the institutions used by the business as their bank of choice. Again, this was the first time that this question was asked. Information was able to be given qualitatively.

The most common bank used among respondents was the Commonwealth Bank of Australia followed by the ANZ Bank, NAB and Westpac. Other smaller banks mentioned included Bankwest, Bendigo Bank, St George & Suncorp.

Processing Payroll

Respondents were also asked to nominate the frequency with which they process payroll. The most common was weekly, with 65.9 per cent of businesses indicating this. 29.8 per cent of businesses indicated they process payroll fortnightly and only 4.3 per cent of businesses indicated they process payroll monthly.

Gender Breakdown and the Gender Pay Gap

According to 2018 Gender Equality Scorecard published by the Australian Government Workplace Gender Equality Agency (WGEA), the gender breakdown of workers across the Hospitality industry shows that women make up a majority of workers within the Accommodation and Food Services Industry (52.0 per cent). Representation of women in management is comparatively high, showing 44.5 per cent of hospitality managers are women. This is the fifth highest of all industry subsectors measured by the Scorecard.

The scorecard also measures the size of the gender pay gap, which shows the hospitality industry has the third lowest gap (expressed as a percentage of total remuneration) across all industries surveyed.

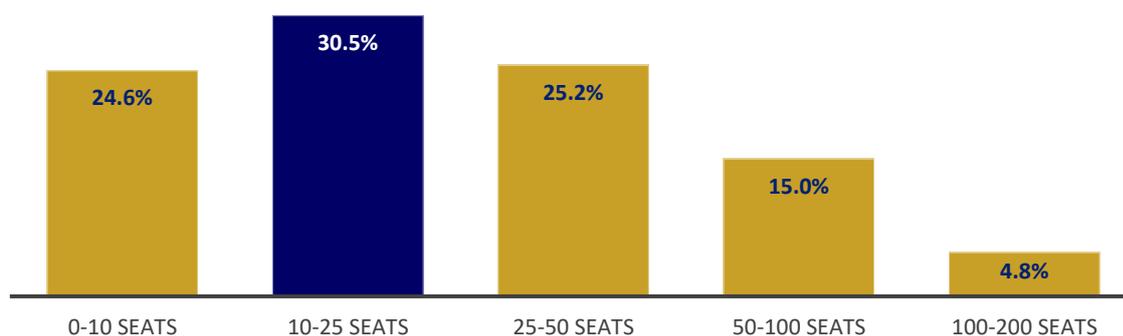
Outdoor Dining

Participants in this year’s survey were again asked about their outdoor dining areas in terms of the number of occupants, the cost of leasing this space and any other issues that they had experienced. Of those surveyed, 59.3 per cent of respondents indicated that they currently have an outdoor dining area at one of their businesses which was lower than the 2018 survey (74.6 per cent) and the 2017 survey (75.4 per cent).

Size of Outdoor Dining Area

Approximately one quarter of businesses with an outdoor dining area (25.15 per cent) indicated that it could seat between 25 and 50 occupants. 30.54 per cent of businesses said that their outdoor dining area could seat between 10 and 25 occupants. A further 15.0 per cent indicated that their outdoor dining area could seat between 50 and 100 occupants whilst 24.55 per cent said that it could seat between 0 and 10 occupants. 4.79 per cent of respondents said that their outdoor dining area could fit between 100 and 200 seats. No survey respondents reported having an outdoor dining area that had more than 200 seats.

Compared to the 2018 survey, the proportion of businesses with an outdoor dining spaces between 0 and 10 seats increased markedly from 8.3 per cent in 2018 to 24.1 per cent. The most common category from the 2018 survey, between 25-50 seats, has also been replaced in the 2019 survey by businesses between 10-25 seats.



Leasing from Council

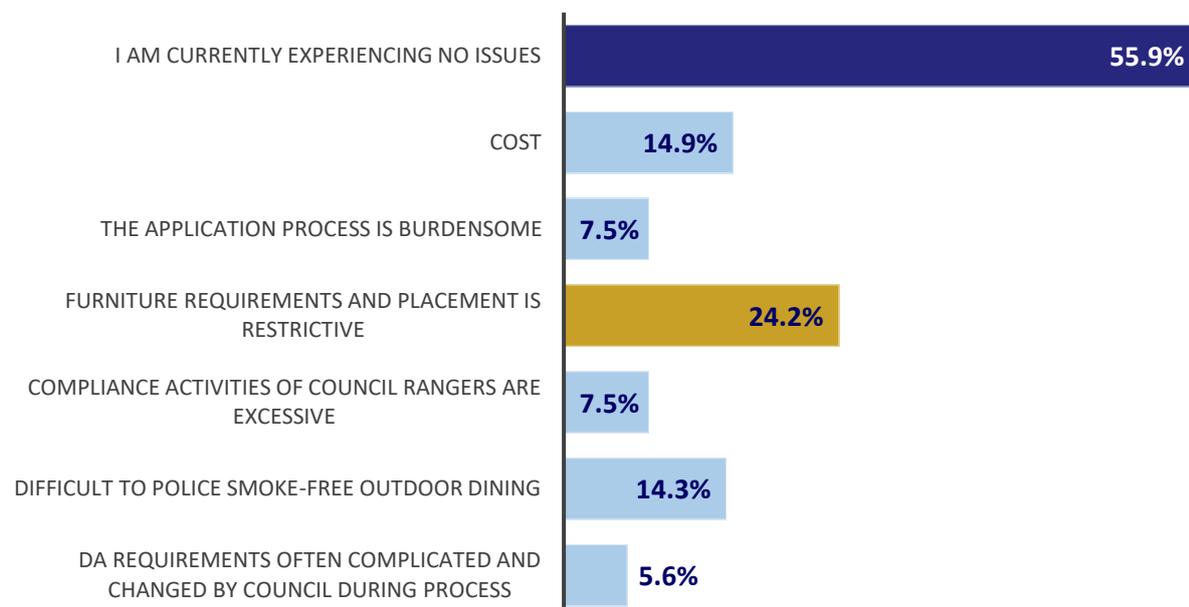
More than two thirds (69.5 per cent) of all respondents reported that their outdoor dining space was part of a lettable space agreed to with their landlord, whereas 30.5 per cent indicated that their outdoor dining space was leased from the Local Council. The responses received in the 2019 survey are slightly down from those received in the 2018 and 2017 survey, where 74 and 74.7 per cent

indicated that their outdoor dining space was part of a lettable space agreed to with their landlord and 26 and 25.3 per cent leasing their outdoor dining space from their Local Council.

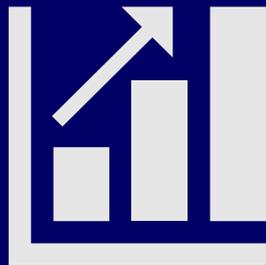
Outdoor Dining Issues

Respondents were asked what their biggest issues were in terms of operating an outdoor dining area effectively. More than half of respondents (55.9 per cent) indicated that they were mostly satisfied with their current outdoor dining arrangement. Among issues raised, the most common was furniture requirements with almost a quarter (24.2 per cent) noting placements were too restrictive. 14.3 per cent of respondents identified *'Difficult to police smoke-free outdoor dining'*, increasing from the 13.2 per cent identified in the 2018 survey whilst 14.91 per cent identified *'Cost'* as their biggest issue in operating their outdoor dining area effectively. Compliance Activities and the application process were also listed, with both garnering 7.5 per cent of responses.

Other specific issues related to the management of outdoor dining areas listed by respondents included *'Wet weather'*, *'Lack of suitable space'* and *'Restrictions around dogs'*. This was similar to the additional qualitative responses on outdoor dining received in the 2018 & 2017 survey. When asked why they did not currently offer an outdoor dining area, a majority of replies received indicated that outdoor dining was not applicable for the venue or pointed to lack of staffing resources to cater for an outdoor dining space and a lack of suitable space to adopt it.



Business Expectations Summary

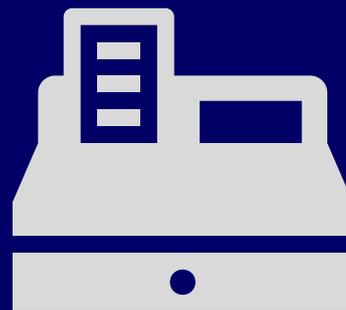


52% EXPECT PROFITABILITY
TO RISE

60% EXPECT SALES TO RISE

55%

THINK INABILITY TO
RAISE PRICES IS
BIGGEST INDUSTRY
ISSUE



58%

EXPECT MENU PRICES
TO RISE



59%

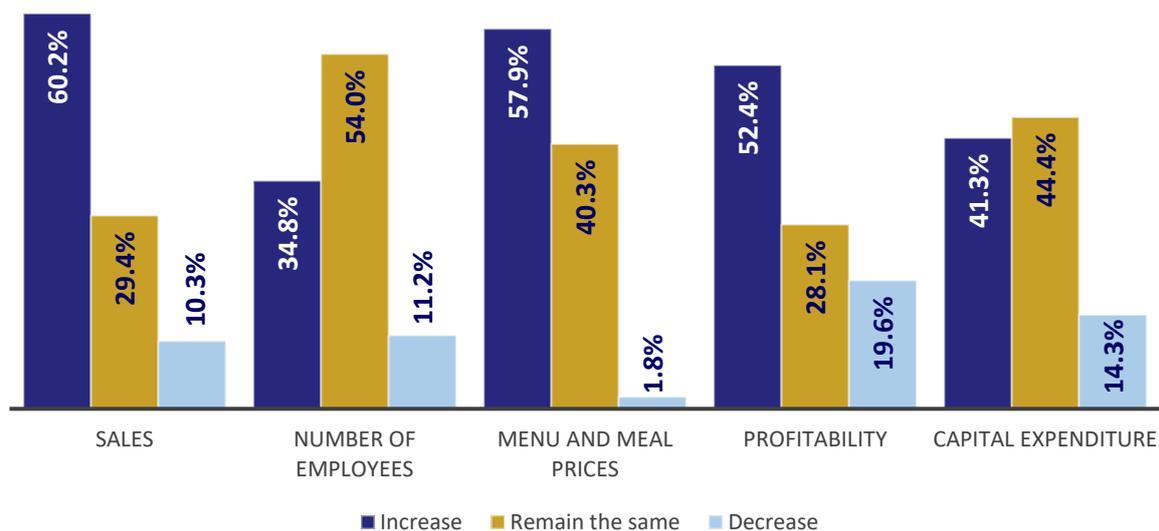
THINK SKILLED MIGRATION IS
LEAST IMPORTANT INDUSRTY
ISSUE

Chapter 2: Business Expectations

Business Expectations Over the Next 12 Months

Consistent with previous years' surveys, respondents were asked how they expected their business to perform over the next 12 months in relation to sales, employee numbers, menu and meal prices, profitability and capital expenditure. The 2019 survey indicated stronger business sentiment in relation to sales, number of employees, capital expenditure and profitability but weaker sentiment in relation to menu and meal prices. This could be due to increases in food costs associated with drought.

2019 Survey: Business expectations over next 12 months



Sales

60.2 per cent of businesses indicated that they expected sales to increase over the next 12 months, which increased from 58.7 per cent in 2018. A smaller proportion of businesses than the previous year however reported that they expected sales to remain the same, with 29.4 per cent in 2019 compared to 30.5 per cent in 2018. The number of businesses expecting their sales to decrease over the next 12 months was 10.3 per cent, compared to 10.8 per cent in 2018.

Number of Employees

34.7 per cent of respondents to the 2019 survey indicated that they expected the number of employees in their business to increase over the next 12 months, up from 31.3 per cent in 2018. A majority of businesses (54 per cent) expected their number of employees to stay the same, down from 59 per cent the previous year. 11.21 per cent of businesses however expected their number of employees to decrease, which is high than the 9.6 per cent recorded in 2018.

Menu and Meal Prices

57.9 per cent of businesses believed that menu and meal prices would increase over the next 12 months compared to 62.7 per cent in 2018. 40.3 per cent believed they would stay the same, a significant increase from 34.3 per cent from 2018. Only 1.8 per cent believed they would decrease compared to 3 per cent in 2018.

Profitability

52.4 per cent of survey respondents believed that their profitability would increase over the next 12 months. Significantly, while this number has steadily decreased every year since the 2016 survey, where the figure was 56.4, the 2019 survey represents the first year on year increase in this marker of businesses confidence, up significantly from 47.3 per cent in 2018. 19.6 per cent of businesses believed that their profits would decrease over the next 12 months which is slightly lower than 2018 (19.8) and 2017 (19.6 per cent) but still significantly higher than 2016 (12.9 per cent). These figures broadly reflect the continuing tough business conditions across the industry.

Capital Expenditure

44.4 per cent of businesses indicated that their capital expenditure would remain the same over the next 12 months in the 2019 survey. A further 41.2 per cent of businesses indicated that their capital expenditure would increase, up from 38.8 per cent in 2018. The number of respondents that believed their capital expenditure would decline was 14.3 per cent, continuing a decline from a high on 19.8 per cent in the 2017 survey.

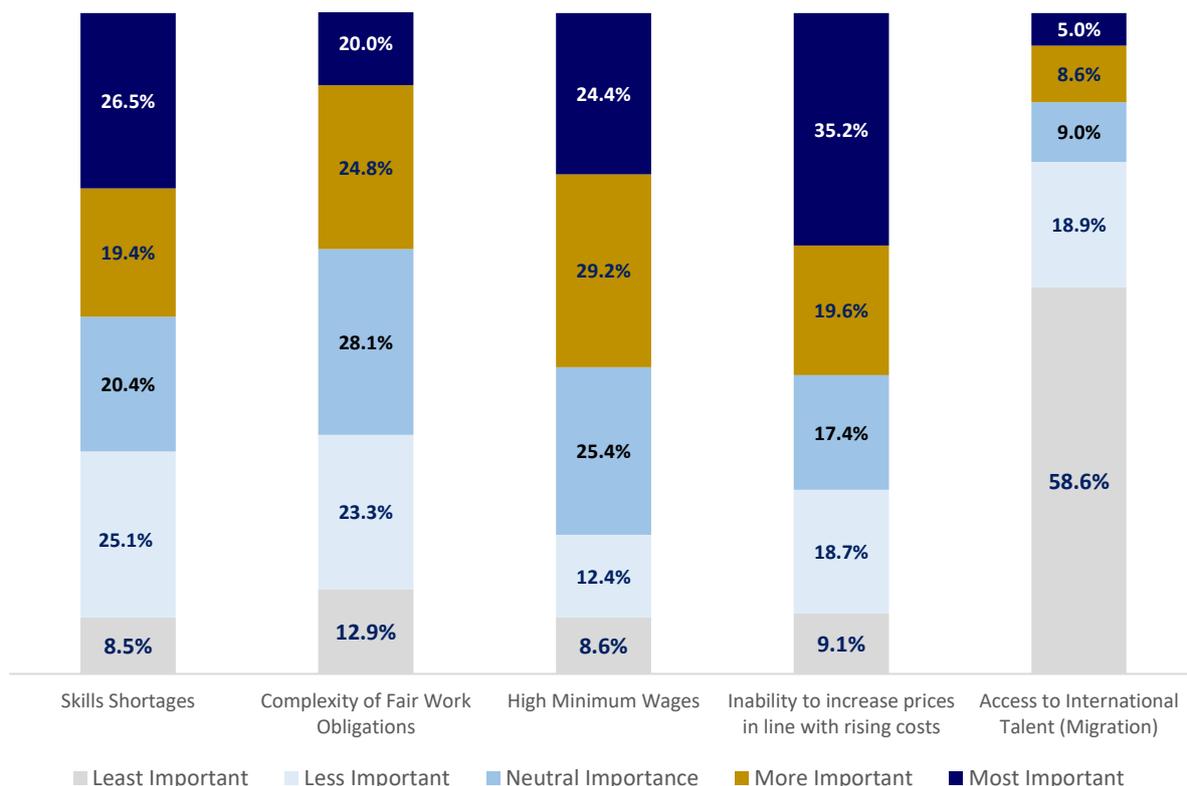


Key Industry Issues

Businesses were also asked to rank policy issues facing the restaurant, café and catering industry in order of importance out of 5, with a score of 1 representing the most important and a score of 5 representing the least important. The 2019 survey was the first time that businesses were asked this question.

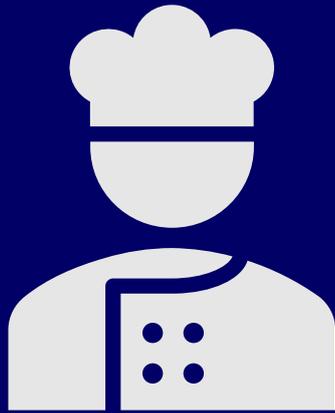
The most important industry policy issue listed by respondents was an inability to increase prices in line with rising costs, followed closely by high minimum wages and skills shortages. Other issues included complexity of fair work obligations and the issue of least importance to business was access to skilled migration.

Finally, respondents were asked to provide qualitative answers relating to what they saw as the number one obstacle impacting their businesses today. Key issues identified include rising and high business costs such as wages, electricity and tax, tougher business conditions, lack of properly skilled staff and increased compliance burdens on small businesses. Excerpts of these qualitative responses have also been included.



Note: Qualitative responses by 2019 Benchmarking survey respondents relating to the number one obstacle impacting business today can be found at Appendix 1.

Business Costs and Expenses Summary



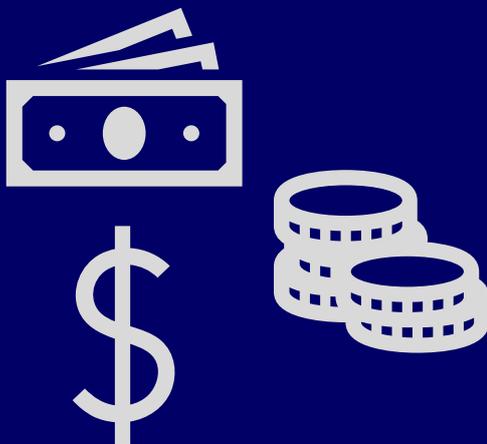
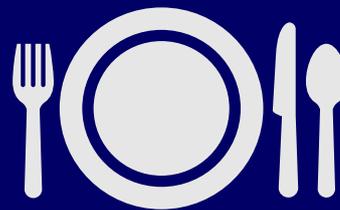
41%

OF ALL BUSINESS
EXPENSES ARE STAFF
WAGES AND SALARIES

37%

FOOD COST OF SALES

UP FROM 34% IN 2018



TOTAL COST OF STAFF
HAS RISEN TO

50% OF ALL
BUSINESS COSTS
FOR THE FIRST TIME

Chapter 3: Business Costs and Expenses

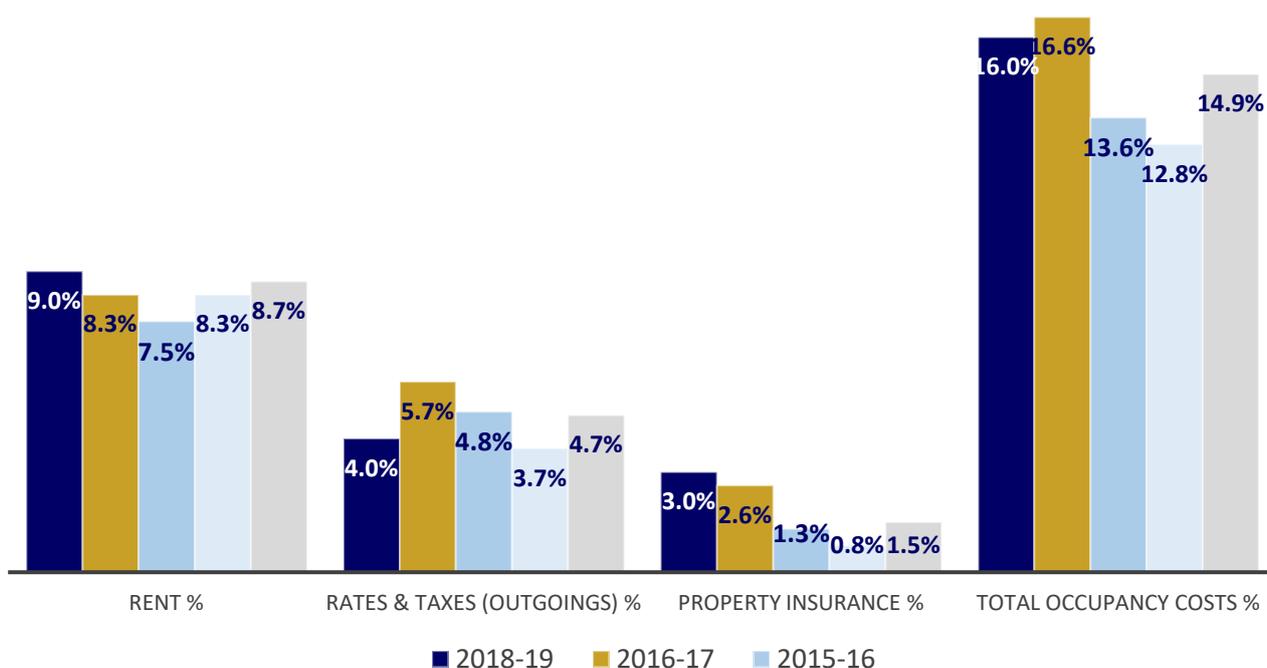
Food and Beverage Cost of Sales

The average food cost of sales increased from 34.1 per cent recorded in 2016-17 to 37 per cent in 2018-19. The average beverage cost of sales decreased from 32.6 per cent in 2016-17 to 28 per cent in 2018-19. For both categories, the average reported figure from businesses has fluctuated across the last five financial year periods but the food cost of sales is the highest reported over the period.

Item	2018-19	2016-17	2015-16	2014-15	2013-14	2012-13
Food (cost of sales %)	37%	34.1%	31.6%	31.2%	34.9%	29.3%
Beverage (cost of sales %)	28%	32.6%	29.2%	29.3%	31.8%	30.7%

Occupancy Costs

Average business occupancy costs slightly decreased to 16 per cent in the 2018-19 Financial Year, compared to 16.6 per cent in 2016-17 and 13.6 per cent in 2015-16. Average rent expenses increased from 8.3 per cent of business costs in 2016-17 to 9 per cent in 2018-19. This figure however is within the range recorded since the 2012-13 survey.



Rent Per Square Metre

According to the 2019 survey, the average floor size for a hospitality business was approximately 358m², compared to 369 m² in the 2018 Survey. The average cost of rent per square metre across all businesses was calculated at \$489, compared to \$522 in 2018.

Item	2018-19	2016-17	2015-16	2014-15	2013-14	2012-13
Rent %	9.0%	8.3%	7.5%	8.3%	8.7%	9.9%
Rates and Taxes (Outgoings) %	4.0%	5.7%	4.8%	3.7%	4.7%	3.1%
Property Insurance %	3.0%	2.6%	1.3%	0.8%	1.5%	1.5%
Total Occupancy Costs %	16.0%	16.6%	13.6%	12.8%	14.9%	14.4%

Staff Training

The 2019 survey placed a greater focus on how businesses train staff than in previous years. Respondents were asked if the business had a structured or formal staff training program, with 54.1 per cent of businesses indicating they did.

When asked how much, on a per monthly basis, they estimated they spend on staff training, 45.3 per cent of respondents indicated they spend less than \$200 per month. 17.1 per cent indicated they spend between \$200 & \$500 per month and 13.7 per cent indicated they spend more than \$500 per month. 23.9 per cent indicated a Nil spend.

When asked about priority training areas in the business, 47.8 per cent of businesses indicated that training front of house staff was the highest priority, almost double the 24.1 per cent who indicated back of house training was the most important. 21.5 per cent indicated training management was the highest priority, while 17.8 per cent of respondents indicated training themselves was the highest priority.

When asked about online offerings, 52.3 per cent indicated they would use a low-cost online induction/training course if it was available to them when hiring new staff.

Business Costs

Respondents were asked to provide an indication of the various costs associated with operating their business as a percentage. The list below does not represent all business expenses experienced by a restaurant, café or catering business nor will all expenses listed apply to some establishments. The following fields are an average of common business expenses based on the standard chart of accounts.

Expense Item	2018-19	2016-17	2015-16	2014-15	2013-14
Food <i>(food cost to food sales)</i>	37%	34.1%	31.6%	31.2%	34.9%
Beverage <i>(beverage cost to beverage sales)</i>	28%	32.6%	29.2%	29.3%	31.8%
Rent	9%	8.3%	7.5%	8.3%	8.8%
Rates and Taxes	4%	5.7%	4.8%	3.7%	4.7%
Property Insurance	3%	2.6%	1.3%	0.8%	1.5%
Electricity, lighting and gas	9%	5.1%	3.4%	3.2%	3.9%
Wages and salaries <i>(including super)</i>	41%	39.6%	37.0%	37.9%	35.8%
Staff on-costs <i>(payroll tax, workers compensation)</i>	8%	6.7%	5.3%	5.4%	4.9%
Staff training	2%	1.8%	1.7%	0.9%	1.5%
Equipment, depreciation / lease	5%	3.6%	3.6%	2.7%	3.2%
Repairs, maintenance and replacement	4%	3.6%	2.9%	2.5%	3.3%
Cleaning, laundry and rubbish removal	3%	2.2%	2.1%	2.0%	2.3%
Insurance	3%	2.4%	2.1%	1.5%	1.7%
Interest	3%	1.7%	1.8%	1.0%	2.0%
Accounting and management	4%	2.6%	2.5%	2.5%	3.1%
Advertising and promotion <i>(social media/website)</i>	4%	3.4%	2.7%	2.9%	3.0%
Printing and stationery	2%	1.5%	1.5%	0.8%	1.3%
Credit card charges	2%	2%	1.9%	1.3%	1.9%
Telephone and postage	2%	1.8%	1.4%	0.8%	1.3%
Travel <i>(including motor vehicle expenses)</i>	3%	2.4%	1.7%	1.0%	1.1%

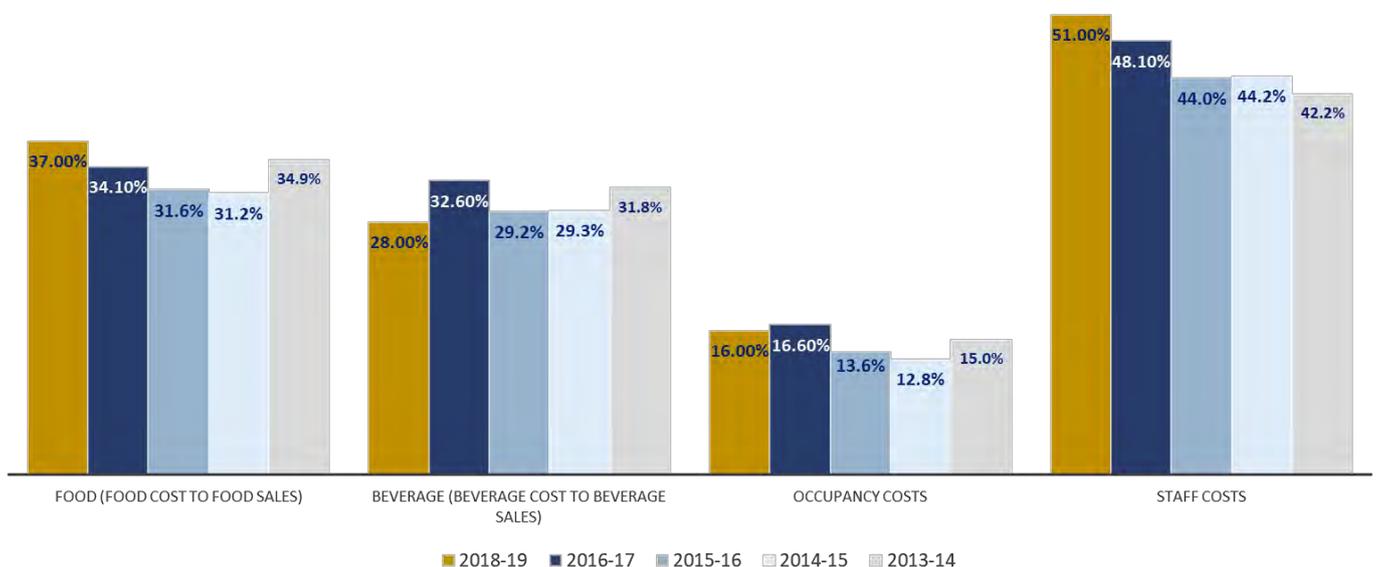
Wages and salaries (including superannuation) represented 41 per cent of overall business expenditure in the 2018-19 survey, surpassing the 40 percent threshold for the first time in the history of the survey. This has increased from 39.6 per cent recorded in 2016-17 and 37 per cent in 2015-16.

While wages have traditionally been the highest single cost for business participating in the survey, the steady increase of wage costs as a percentage of total costs each year is a significant trend for restaurants, cafes and caterers across Australia.

When calculating the total cost of staff, including on-costs such as payroll tax, workers compensation and staff training costs, the total percentage spend increases to 51 per cent. This is the first time that the average total staff costs for businesses participating in the survey has been higher than half the total costs incurred by businesses.

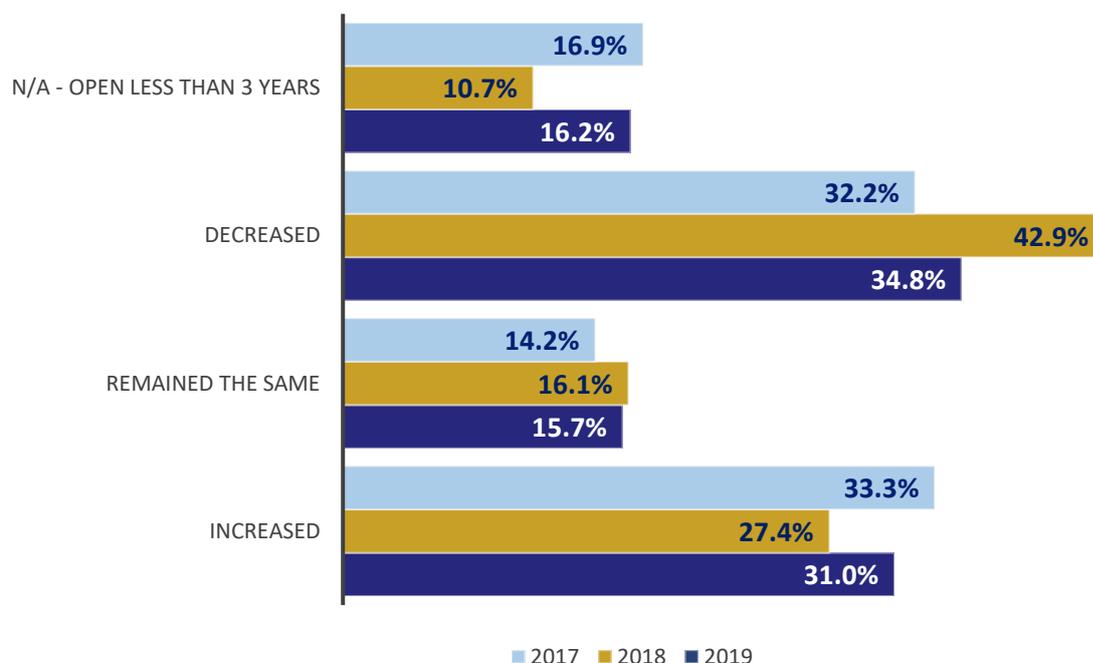
It should also be noted that the results from these survey questions do broadly reflect the Fair Work Commission’s (FWC) decision to increase the national minimum wage by 3.0 percent commencing 1 July from the 2019 annual wage review, on top of a 3.5 per cent increase from the 2017-18 Annual Wage Review.

Major Business Expenses Over Previous Five Financial Years



Please Note: Food and beverage expense items are recorded as a proportion of specific revenue (i.e. food cost/food sales). All other expenses are displayed as the average of percentage rates declared by respondents. Therefore, the summation of total business expenses will not equal 100 per cent.

Net Profit Over Three Year Period



In an indication of slightly improved businesses confidence, 31 per cent of businesses indicated that their net profit had increased over the past three years, an increase from 27.4 in 2018. Correspondingly, 34.8 per cent of businesses indicated they expected profit projections to decrease, down from 42.9 per cent of respondents reporting this in 2018, but still higher than in previous years (32.2 per cent in 2017 and 32.4 per cent in 2016). 15.7 per cent of respondents expected their profits to remain the same, down from 16.1 per cent in 2018.

The 2019 survey indicates that a higher number of businesses expect to decrease their net profit projection than those who expect to increase them. The figure above also indicates that a majority of respondents expected profit to decrease or remain unmoved over the three-year period.

16.2 per cent of respondents did not report profit projections as they had been open for less than three years in total, up from 10.7 in 2018.

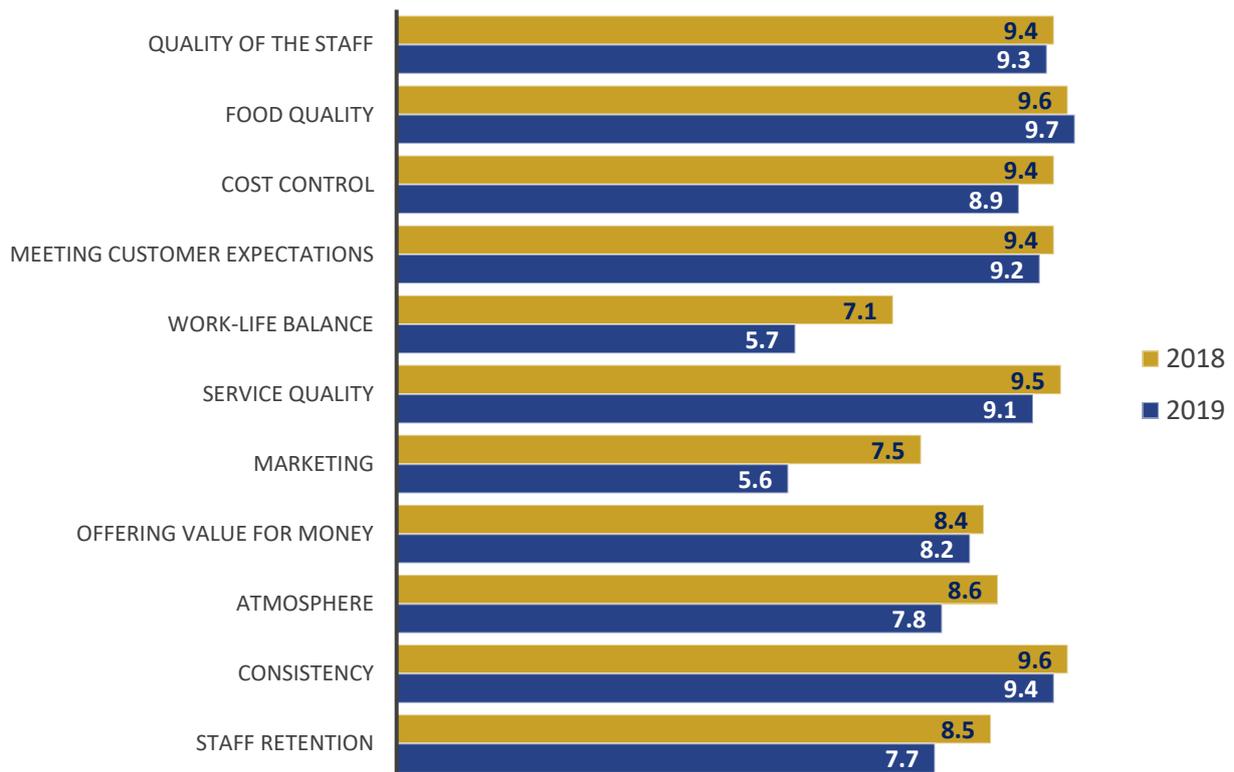
Success Factors

When asked about the most important factors in determining their businesses' success (respondents were asked to provide a number out of 10 with 10 being the most important and 1 being the least important), 2019 respondents indicated again that *'food quality'* (9.7), *'consistency'* (9.6) and *'service quality'* (9.5) as the most important, up from 9.6, 9.55 and 9.5 respectively in the previous year. Again in 2019, the least important factors rated by businesses in successfully running their business were *'marketing'* (5.6) and *'work-life balance'* (5.7), down significantly from 7.5 and 7.1 the previous year.

Other significant results include the reduction in importance placed on *'consistency'*, *'atmosphere'*, *'staff retention'*, *'value for money'*, *'meeting customer expectations'*, *'cost control'*, and *'quality of staff'*.

Qualitatively, businesses listed the rise in online booking and delivery platforms as the key reasons behind the reduction in these factors.

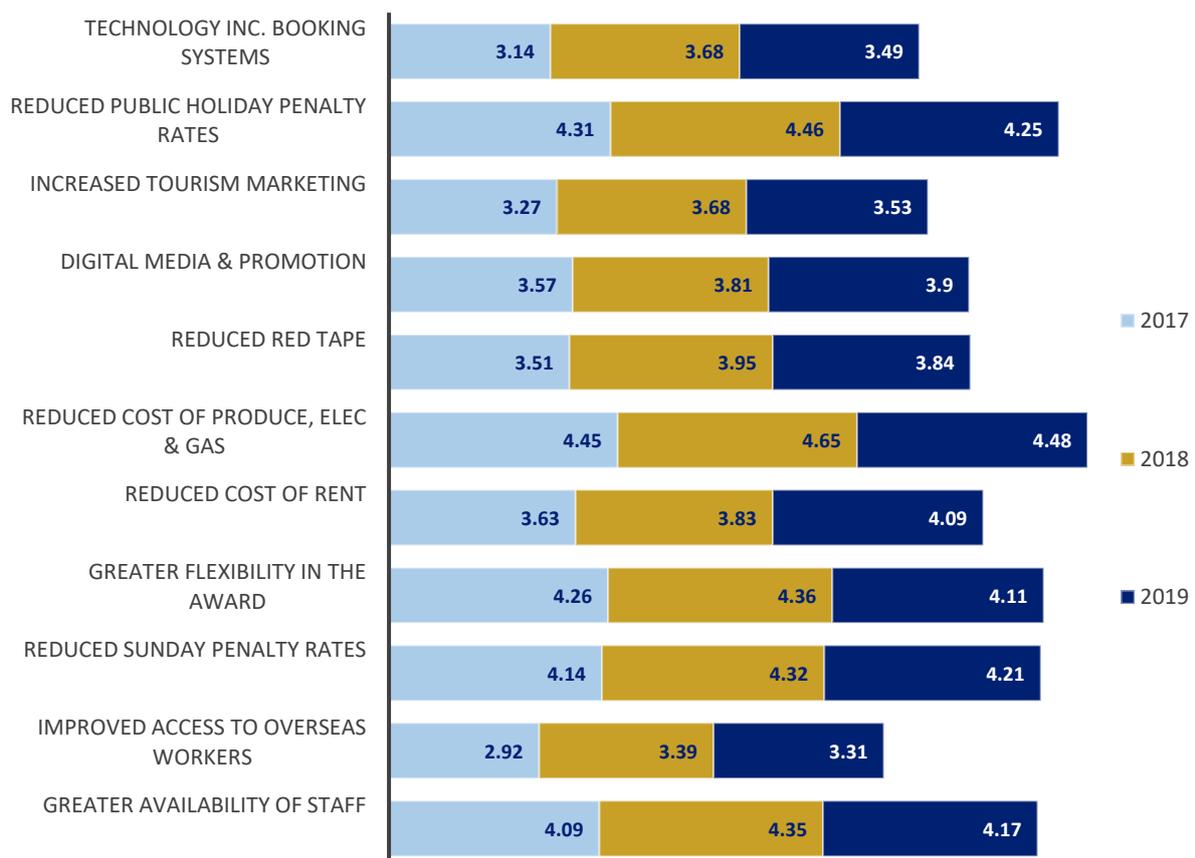
Most important factors in running a business successfully



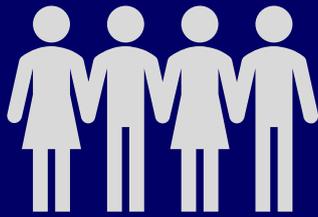
Contributing Factors to make Business more Successful

2019 survey respondents were also asked what changes to their current operating environment would make the biggest difference to running their business successfully. *'Reduced cost of produce, electricity and gas'* (4.48 out of 5), *'Reduced penalty rates on Public Holidays'* (4.25), and *'reduced Sunday penalty rates'* (4.21) were considered the changes that would make the most difference to operating a business more successfully. These three factors were also among the highest ranked by business-owners in the 2018 survey. *'Greater availability of staff'* (4.17) and *'Greater flexibility in the award'* (4.11) also rated highly amongst respondents in this year's survey. *'Reduced cost of rent'* (4.09) was the single largest increase from the 2018 survey.

Factors that would make the most difference in running a business successfully



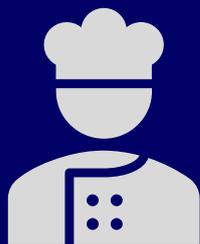
Labour and Skills Summary



MORE THAN HALF OF
ALL BUSINESSES
INDICATED DIFFICULTY
IN FILLING KEY
POSITIONS

52%

FOUND WORD OF
MOUTH THE MOST
EFFECTIVE
RECRUITMENT TOOL



THE POSITION OF
CHEF IS STILL
HARDEST POSITION
TO FILL

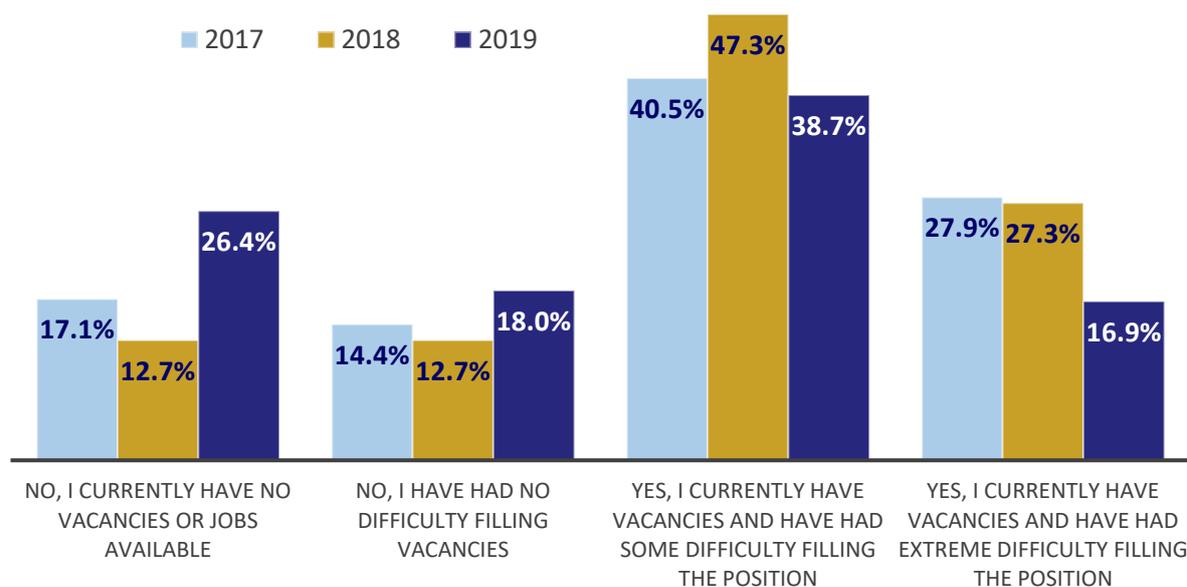


DOUBLE
THE NUMBER OF
REPORTING NO
VACANT POSITIONS
COMPARED TO 2018

Chapter 4: Labour and Skills

Access to appropriately skilled staff remains one of the most significant issues for hospitality businesses, particularly following the Federal Government’s recent changes to skilled migration including the Temporary Skills Shortage (TSS) visa program which formally commenced in March 2018.² The Federal Department of Jobs and Small Business has forecast that the café, restaurant and takeaway food sector will generate 74,700 new positions by May 2023, representing growth of 11.9 per cent.³ In total, the sector will account for 695,100 positions, up from 633,300 as of February 2018.⁴

This year’s survey asked respondents a series of questions regarding the availability and ease of finding staff for their business. Where applicable, the same questions from the 2018 and 2017 surveys were asked to gain an understanding of how businesses’ accessibility to skilled labour had improved or deteriorated over the three-year period.



Vacancies

Participants were asked whether they currently had any vacancies within their businesses and the ease with which they were able to find staff. When asked to qualitatively estimate the percentage staff “churn” or turnover in their business, respondents indicated between 10 and 30 percent of their employees have left their business in the last 12 months.

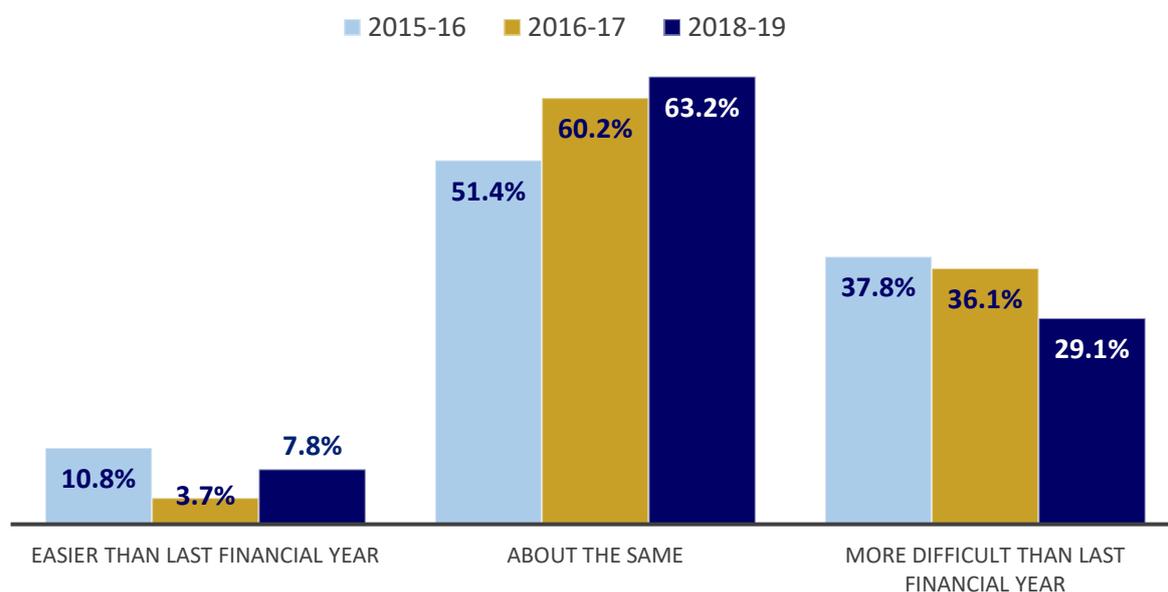
² Minister for Home Affairs (2017) Joint media release with the Hon. Malcolm Turnbull MP, Prime Minister - *Putting Australian workers first*, 17 April.

³ Department of Jobs and Small Business (2018) *Employment projections for the five years to May 2023*.

⁴ Ibid.

When compared to results over the previous two years' surveys, there was a decrease in the number of businesses reporting difficulty in filling positions. 38.7 per cent of respondents in this year's survey reported experiencing 'some' difficulties in filling positions, compared to 47.3 per cent in 2018 and 40.5 per cent in 2017. A significantly smaller number of respondents reported experiencing 'extreme' difficulties in filling staff with 16.9 per cent recorded in 2019, compared to 27.3 per cent in 2018 and 27.9 in 2017. The percentage of businesses reporting no jobs or vacancies available more than doubled to 26.4 per cent in 2019, from 12.7 per cent in 2018 and 17.1 per cent in 2017. However, this figure is similar to the 27.5 per cent recorded in 2016.

When asked how easy it was to find staff compared to the 2017-18 Financial Year, 7.8 per cent of respondents indicated that it was 'easier', up from 3.7 per cent in 2016-17 but still lower than the 10.8 per cent recorded for 2016-17. For the second year in a row, over 60 per cent of respondents (63.2 per cent) indicated it was about the same as last financial year, whilst 29.1 per cent indicated it was more difficult to find staff. This represented less businesses reporting an increased difficulty in finding staff than in the 2017-18 financial year (36.1 per cent) and in the 2015-16 financial year (37.8 per cent), indicating that the availability of labour across the sector is improving.



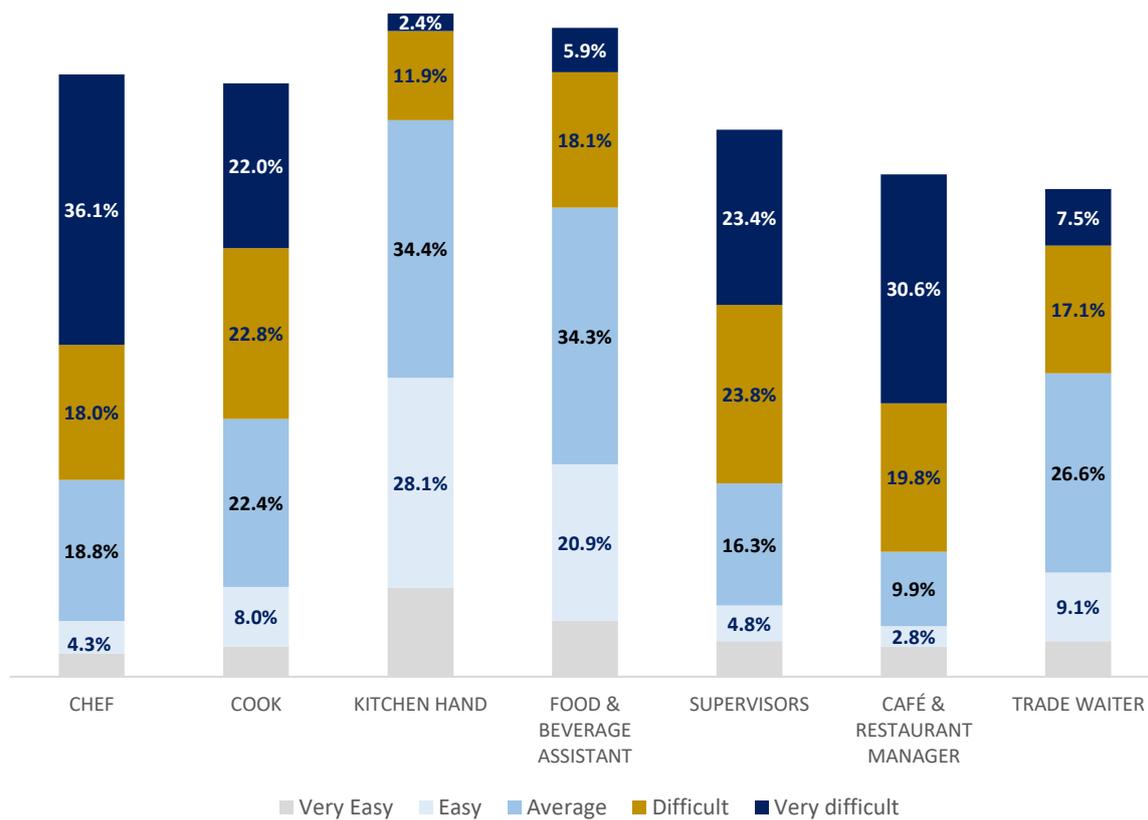
Positions in Most Demand

Respondents were asked how easy or difficult it has been to fill certain vacant positions in their businesses over the past 12 months since the previous year's survey. Chefs were again the most difficult positions to fill, with 36.1 per cent of businesses indicating it was 'very difficult' to fill these positions, although this was down from 48.2 per cent in the previous year. 30.6 per cent of businesses also reported that it was 'very difficult' to recruit café and restaurant managers to fill vacancies in their

businesses, again lower than the 41.1 per cent in the 2018 survey. 44.8 per cent of businesses indicated that it was either 'difficult' or 'very difficult' to fill the position of cook and 47.2 per cent of businesses indicated it was 'difficult' or 'very difficult' to fill the position of supervisor.

These responses relating to difficulties in sourcing cooks and café and restaurant managers coincide with the Federal Government's publication of the Short-term Skilled Occupation List (STSOL) in which these two positions are limited to a two-year TSS visa with a possible two-year extension and no pathway to permanent residency.⁵

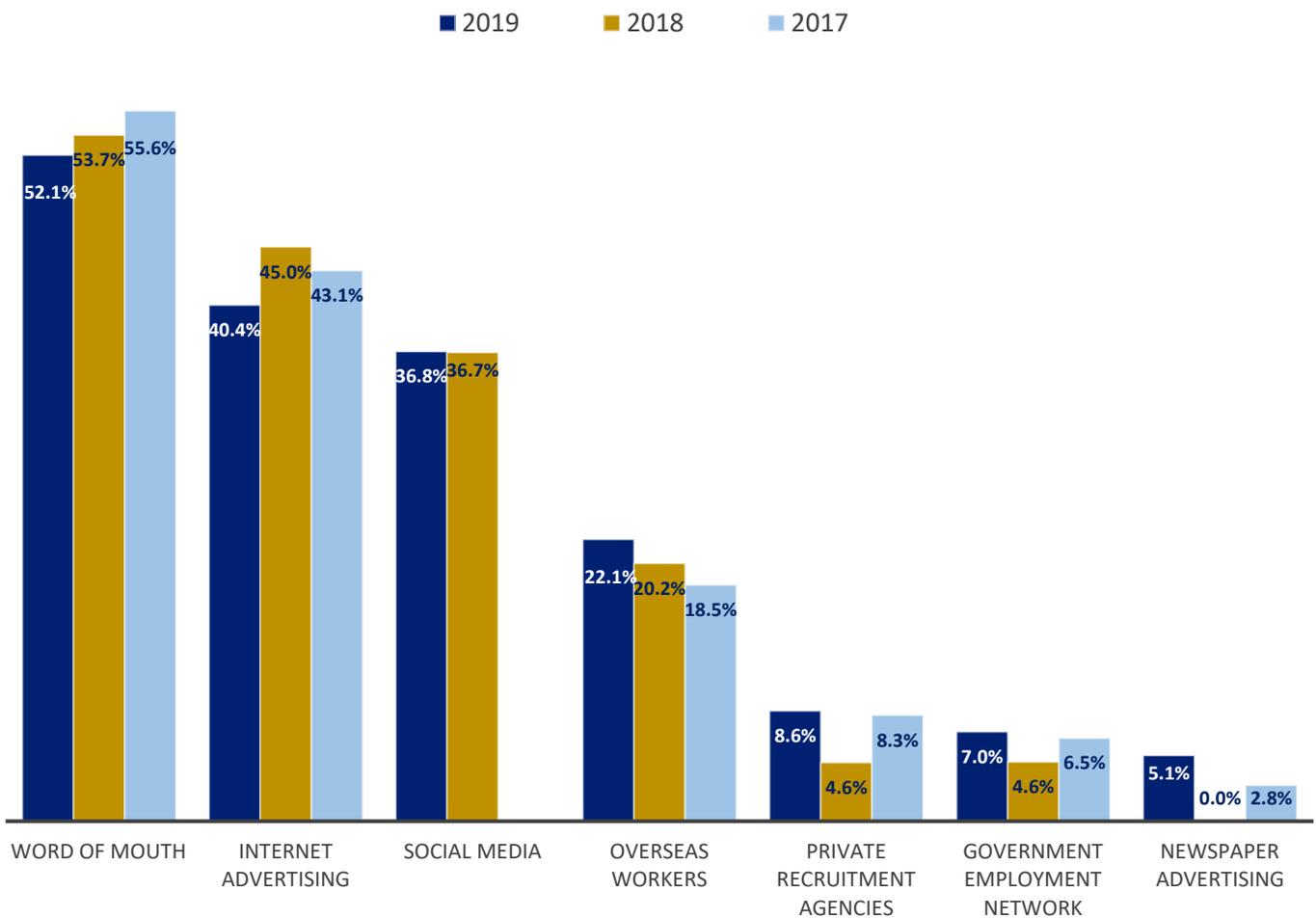
Difficulty in filling positions in the past 12 months



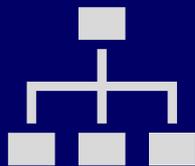
⁵ Department of Home Affairs (2018) *Combined current list of eligible skilled occupations*.

Recruitment Practices of Employers

Respondents were asked which recruitment methods they found useful in attracting staff. Word of mouth was ranked as the most effective recruitment tool, with 52.1 per cent of respondents indicating this method was useful in attracting staff. Internet advertising was ranked as the second most useful recruitment tool for staff with 40.4 per cent indicating they found internet advertising useful. Social media was included as an option for the second time in the 2019 survey with 36.8 per cent, showing business owners continue to rank it as a useful recruitment tool. 22.1 per cent of businesses indicated that they recruited overseas workers for their businesses, a very slight increase on the 2018 survey (20.2 per cent). Surprisingly, 5.1 per cent of respondents indicated that newspaper advertising was a useful recruitment method, up from a historic low of zero in 2018.



Industrial Relations Summary



73% OF ALL
BUSINESS OWNERS
ADMIT TO
UNDERPAYING
THEMSELVES TO MAKE
ENDS MEET

MORE THAN **50%**
SAY THEY DO SO
REGULARLY OR
SIGNIFICANTLY

10% – 15%

AVERAGE SURCHARGE
ON SUNDAYS OR PUBLIC
HOLIDAYS



57%

ARE OPEN SUNDAY
AND PUBLIC HOLIDAYS

Chapter 5: Industrial Relations

As part of the 2019 survey, businesses were asked several questions regarding their trading practices on both Sundays and Public Holidays and whether they applied a surcharge at any of these times. The results of these questions are summarised below.

Sunday Trading

In the 2019 survey, 57.0 per cent of businesses indicated that they opened on Sundays and Public Holidays (an increase compared to 51.8 per cent in the 2018 survey). This was the highest percentage of respondents over the last six years of conducting the survey. 21.3 per cent of businesses indicated that they opened on Sundays but not on Public Holidays, which is a slight decrease from 21.3 per cent in 2018.

There was also a decrease in the number of businesses that open on some Sundays and Public Holidays, with 5.8 per cent recorded in the 2019 survey compared to 8.9 per cent in the 2018 survey. Respondents indicating ‘*other*’ specified that they are open on Sundays and *some* Public Holidays, or that they close on Public Holidays and only trade for breakfast on a Sunday due to the increased labour costs.

Hours of operation	2019 (2018-19 FY)	2018 (2016-17 FY)	2017 (2015-16 FY)	2016 (2014-15 FY)	2015 (2013-14 FY)	2014 (2012-13 FY)
Open Sundays but not Public Holidays	21.3%	24.1%	20.2%	19.4%	22.6%	21.2%
Open both Sundays and Public Holidays	57.0%	51.8%	50.9%	54.7%	48.0%	46.2%
Open some Sundays and Public Holidays	5.8%	8.9%	8.8%	7.9%	10.2%	10.6%
Closed Sunday and Public Holidays	12.3%	9.8%	12.3%	13.7%	13.6%	12.9%
Other	3.6%	5.3%	7.9%	4.3%	5.6%	9.1%

Public Holidays

Businesses were asked which Public Holidays they opened for as well as the services that they provided on each of these days (breakfast, lunch and dinner). As the survey was distributed nationally, state-specific and regional-specific Public Holidays were not included. The included Public Holidays were Australia Day, ANZAC DAY, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and New Year’s Day.

New Year’s Day

29.9 per cent of respondents indicated that they did not trade on New Year’s Day, which was second to only Christmas Day (64.5 per cent). Just under a third of respondents (28.7 per cent) indicated that

they opened for breakfast on New Year's Day, with 51.2 per cent indicating they opened for lunch. The majority of restaurants and 54.9 per cent of businesses indicated that they opened for dinner.

Australia Day

Only 7.6 per cent of businesses did not trade on Australia Day, more than halving the percentage recorded in the 2018 survey (16.2 per cent) which was the second lowest after Easter Saturday. Of the businesses that opened on Australia Day, 34.5 per cent opened for breakfast, 64.3 per cent opened for lunch, and 71.4 per cent opened for dinner.

Good Friday

After Christmas Day and New Year's Day, Good Friday was the public holiday that businesses were most likely to be closed, with 21.1 per cent of respondents indicating that they did not trade on Good Friday. 30.1 per cent of businesses indicated that they opened for breakfast on Good Friday, with 53.6 per cent opening for lunch and 65.7 per cent opening for dinner. This represents a large increase from the 2018 figures, where 28.8 per cent of businesses indicated that they opened for breakfast, 52.1 per cent for lunch and 48 per cent for dinner.

Easter Saturday

A mere 5.3 per cent of businesses indicated that they did not trade on Easter Saturday, down from 8.1 per cent in 2018, making it the public holiday with the fewest businesses closed for the second year in a row. 36.3 per cent of businesses indicated that they opened for breakfast on Easter Saturday, which was for the second year in a row the most out of all the Public Holidays listed. 66.1 per cent of businesses opened for lunch whilst 75.4 per cent opened for dinner. The lunch figure represents a drop of nearly 20 percentage points from 2018 results.

Easter Sunday

11.7 per cent of businesses indicated that they did not trade on Easter Sunday during the 2018-19 financial year period. Of the businesses that did trade, 33.3 per cent opened for breakfast, 62.7 per cent opened for lunch and 66.1 per cent opened for dinner.

Easter Monday

On Easter Monday, 8.8 per cent of businesses indicated they do not trade. 34.1 per cent of businesses opened for breakfast on Easter Monday, with 63.5 opening for lunch and 65.9 per cent opening for dinner.

ANZAC Day

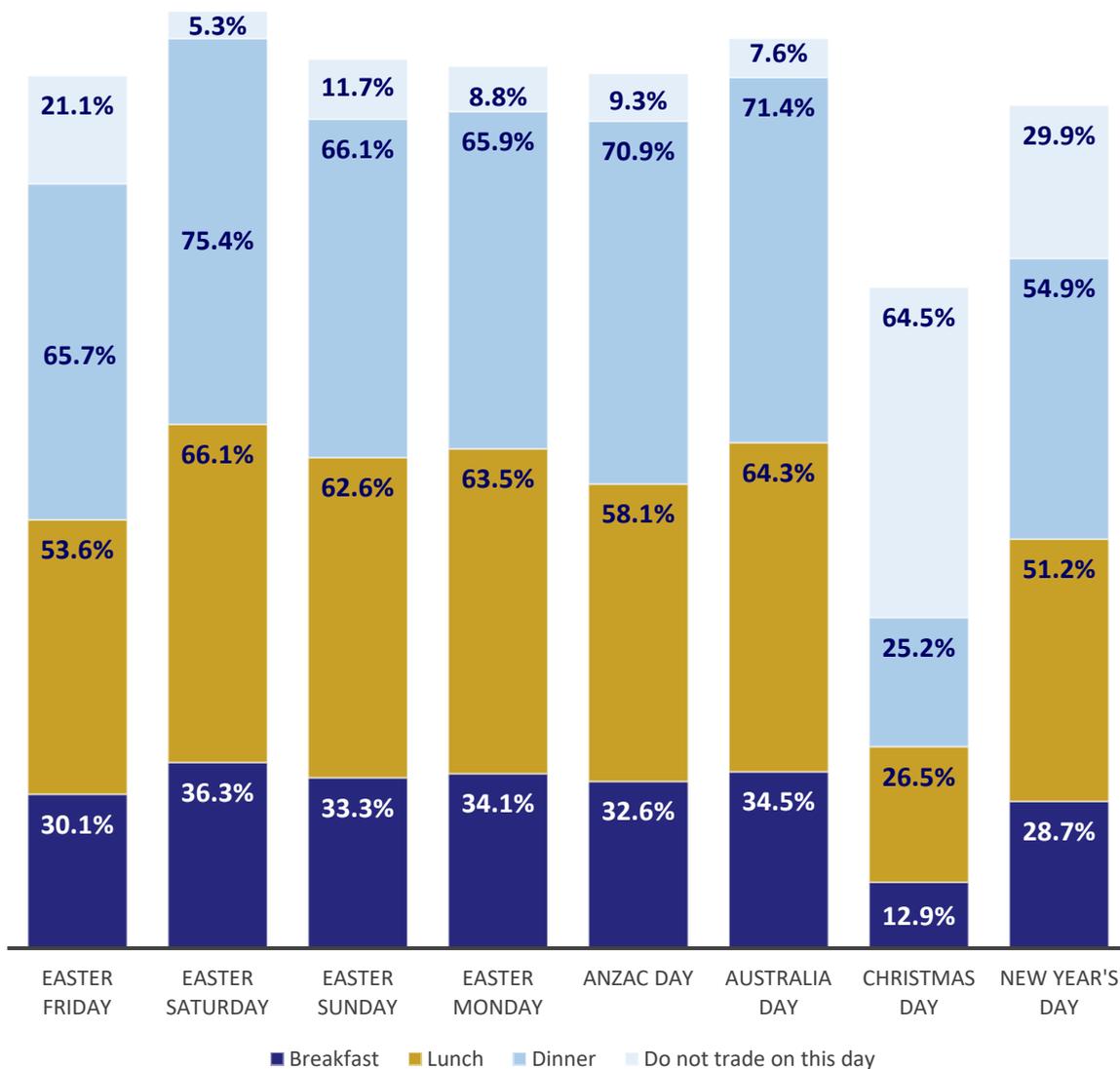
For ANZAC Day, 9.3 per cent of businesses remain closed. 32.6 per cent of businesses opened for breakfast, 58.1 per cent opened for lunch and 70.9 per cent opened for dinner, up from the 56.8 per cent recorded for dinner in the 2018 survey.

Christmas Day

64.5 per cent of businesses indicated that they did not trade on Christmas Day, down significantly from the 2018 figure of 71.8 per cent. Of the businesses that opened on Christmas Day, 12.9 per cent indicated that they opened for breakfast, 26.5 per cent opened for lunch and 25.2 per cent for dinner.

The dinner figure listed (25.2 per cent) represents a nearly doubling of the 2018 figure, where only 14.1 per cent of businesses opened.

Services Provided on Public Holidays



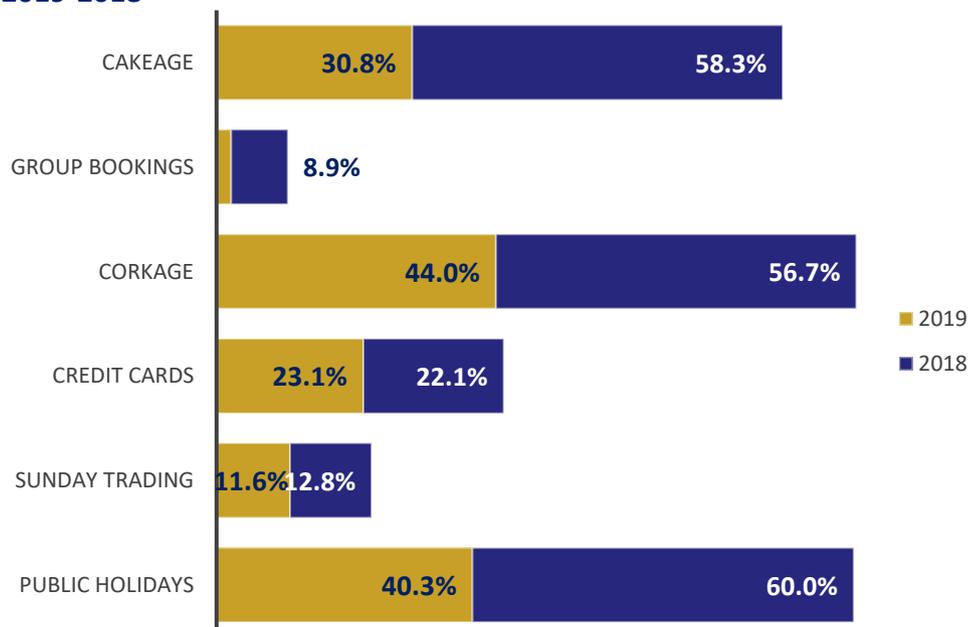
Surcharging

Respondents to the 2019 survey were asked about their practices in terms of surcharging, including what item(s) they applied surcharges to and whether they chose to apply surcharges on Sundays and Public Holidays. 40.3 per cent of respondents indicated that they applied a Public Holiday surcharge whereas only 11.6 per cent of respondents did so on a Sunday. The percentage of business owners who indicated that they charged a surcharge on a Public Holiday has decreased significantly since the 2018 survey, where 60 per cent of operators reported charging a Public Holiday surcharge.

Of the respondents who reported that they applied a surcharge on Public Holidays and/or Sundays, most indicated that they did so at either 10 or 15 per cent as was the case in the 2018 and 2017 survey as well.

In terms of other commonly-used surcharges, corkage was the most frequently applied with 44 per cent of businesses indicating that they did so. Cakeage was also applied by 40.3 per cent of businesses. 23.1 per cent of businesses indicated that they applied a credit card surcharge whilst only 2.3 per cent of respondents indicated that they charged a surcharge for group bookings. Interestingly, the number of businesses choosing to apply a surcharge on credit card payments has increased from the 2018 survey.

**What percentage of businesses charge a surcharge
Change 2019-2018**



Fair Work Australia & Non-Compliance

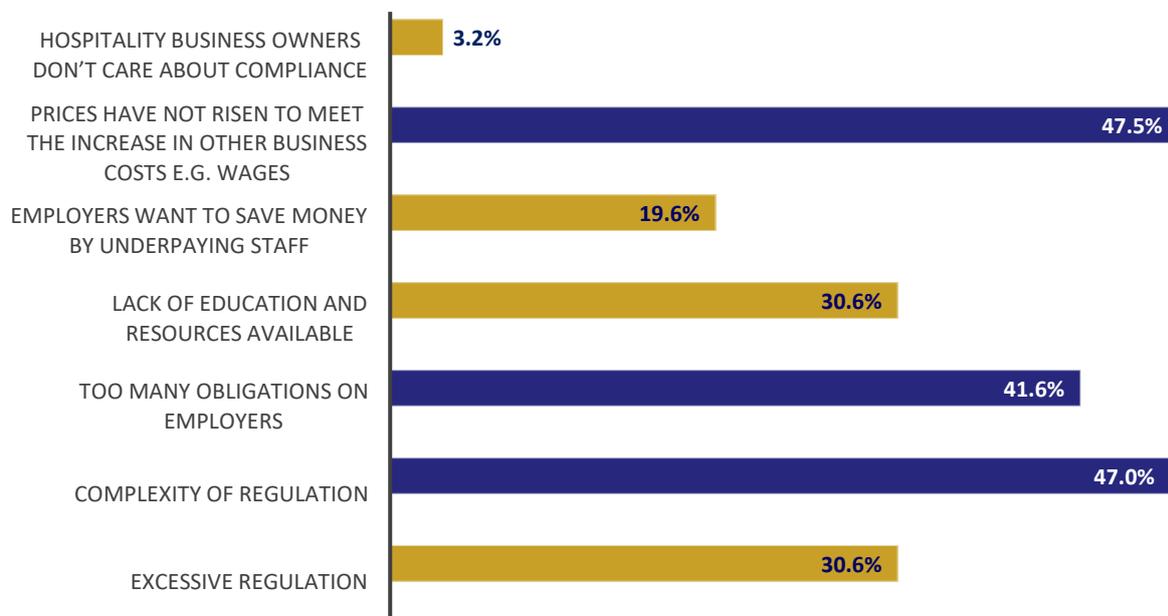
Respondents to the 2019 Survey were also asked about their Fair Work obligations and efforts to ensure compliance across their businesses. When asked when the best time for businesses in the hospitality industry is to receive information about minimum pay and workplace laws, respondents indicated that at the start of the financial year was the most preferred (49.8 per cent). 23.7 per cent indicated when an employee is first hired is the best time, 18.3 per cent indicated during a quieter business period and 8.2 per cent indicated another time would be best.

Significantly, businesses were asked what they thought was the main contributors to non-compliance in the hospitality industry. 2019 respondents said prices not rising to meet the increase in other business costs such as wages was the most significant contributor, with 47.5 per cent of business selecting this option. This was followed closely by complexity of regulation (47 per cent) and too many obligations on employers (41.6 per cent).

Other options selected included lack of education and resources available and excessive regulation (30.59 per cent for each) and finally, employers want to try to save money by underpaying staff garnered 19.6 per cent.

Only 3.2 per cent of respondents indicated they thought hospitality business owners don't care about compliance.

What are the main contributors to non-compliance?



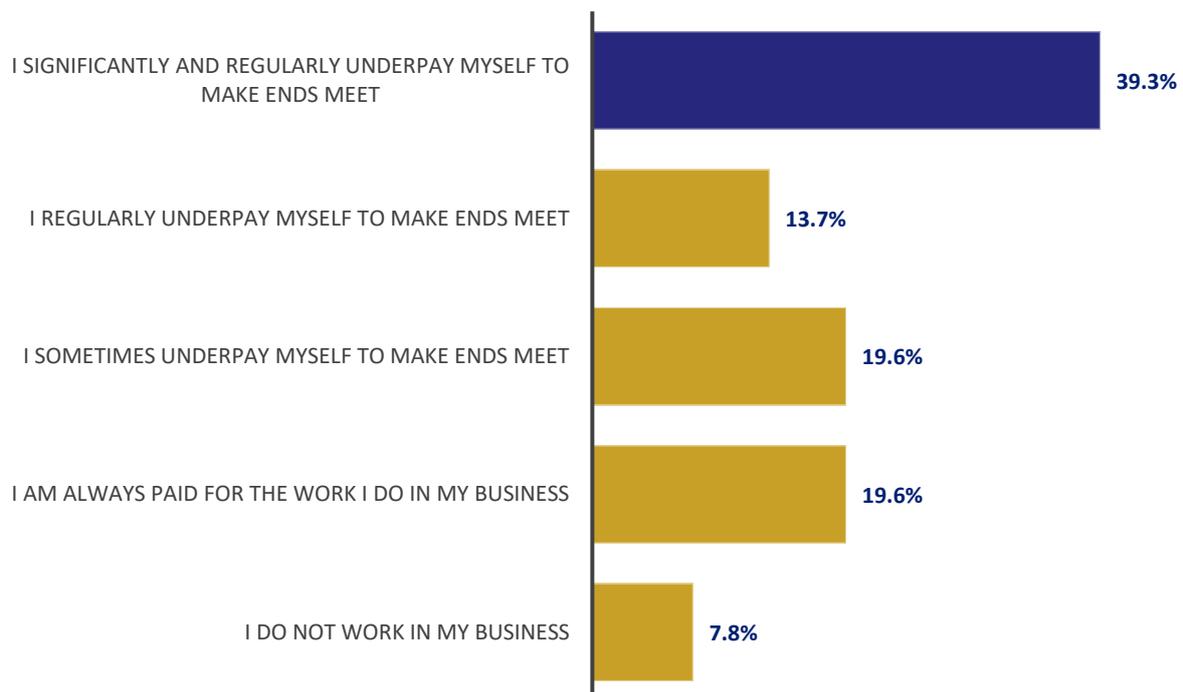
Underpayment of Wages

The 2019 survey asked business owners to reveal if they have ever failed to pay themselves at the appropriate award wage for the hours they have worked within their business. This is the first time this question has ever been asked as part of the survey.

39.3 per cent of business owners admitted to significantly and regularly underpaying themselves, with 13.7 per cent stating they regularly underpay themselves and 19.6 per cent indicating they sometimes underpay themselves.

7.8 per cent of owners indicated they do not work in their business and 19.6 per cent also indicated that they always pay themselves the appropriate award rate when working in their business.

The figure below shows that more than three quarters of hospitality business owners admit to underpaying themselves to make ends meet, with more than half indicating they do so significantly or regularly.



NOTE: Qualitative responses given by 2019 Benchmarking survey participants regarding staffing costs, public holidays and other Award-related matters can be found at APPENDIX 2.

Use of Digital Technology Summary

53% EXPERIENCED A
DECREASE IN PROFIT FROM
ONLINE FOOD DELIVERY



56% THINK DELIVERY
FEES ARE TOO HIGH, MAKING
PROFIT IMPOSSIBLE THROUGH
THE PLATFORMS



THE FORK
MOST POPULAR
ONLINE BOOKING
PLATFORM

50% OF BUSINESSES USE
FACEBOOK

39% SEE IT AS THE MOST
EFFECTIVE MARKETING TOOL

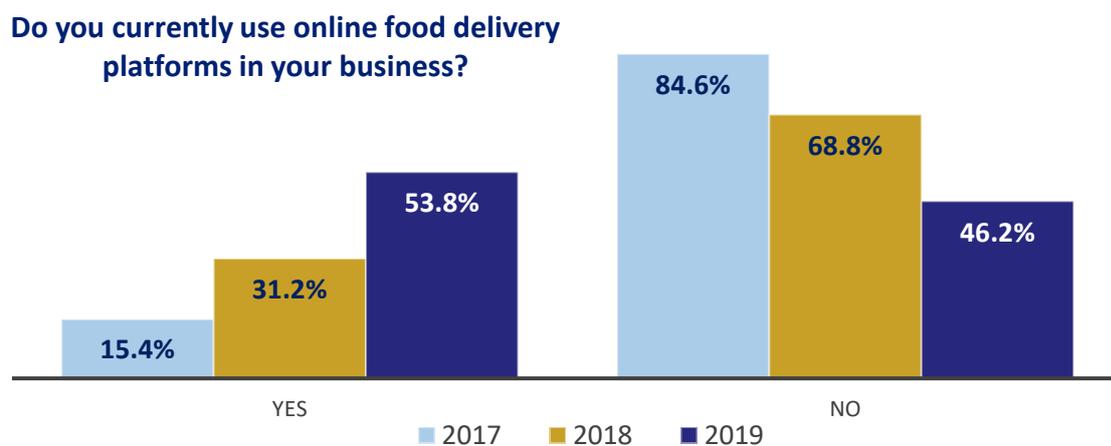


Chapter 6: Use of Digital Technology

Online Food Delivery

This year’s survey continued to reveal the ongoing and significant growth in the penetration of online food delivery platforms across the sector. 53.8 per cent of businesses indicated they use an online delivery platform, up over 20 percentage points from last year, where just 31.2 per cent of participants reported that they used online food delivery platforms in their business. When incorporating figures from the 2017 survey, where 15.4 per cent of participants indicated that they used online food delivery platforms in their business, it shows that the prevalence of these platforms has more than tripled over the last two years.

In addition to asking whether they used online food delivery platforms, this year’s survey also asked business-owners to briefly outline their reasoning when selecting one online food platform over another and the impact they are seeing from adopting delivery as part of their business.



Due to the prevalence of online food delivery platforms within the market, for the first time the 2019 survey asked businesses more detailed questions about their attitudes towards online delivery platforms in general. The following questions below were asked of respondents:

Which of the following online food delivery platforms do you use?

Please state the main reason why you have chosen to sign up to an online food delivery platform.

How has your use of online food delivery options affected your business?

Based on your experience, how do you feel online food delivery platforms are affecting the hospitality industry?

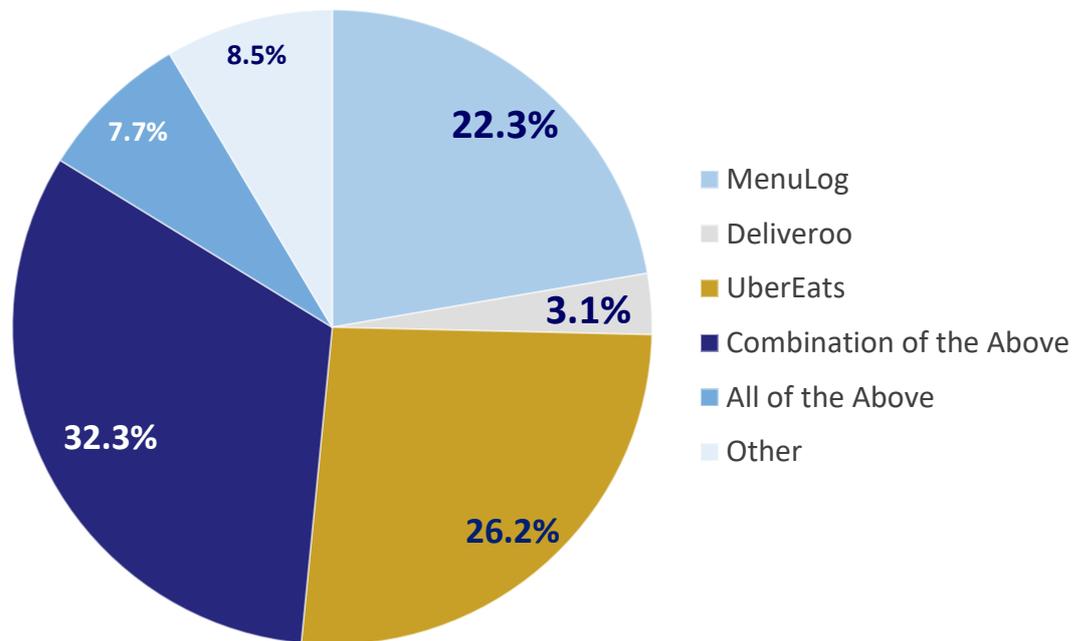
Choice of Online Food Delivery Platform

The 2019 Survey for the first time asked respondents to name the online food delivery platform their business used or identify if more than one was used. UberEats was the most popular single choice, with 26.2 per cent of respondents indicating their use of the platform, followed by MenuLog on 22.3 per cent and Deliveroo on just 3.08 per cent. However, the use of multiple platforms simultaneously was the most common response, which may account for Deliveroo’s low single score. 32.3 per cent of businesses stated they used a combination of platforms while 7.7 per cent of businesses listed using all three of the main options listed as choices - being UberEats, Deliveroo & MenuLog.

Since the exiting of the Foodora platform from the Australian market, it is expected that the percentage breakdown of businesses using the remaining platforms has significantly increased in that time.

Finally, ‘Other’ was listed as an option for providers and could include smaller platforms such as EatNow (now part of MenuLog), DoorDash, or EASI.

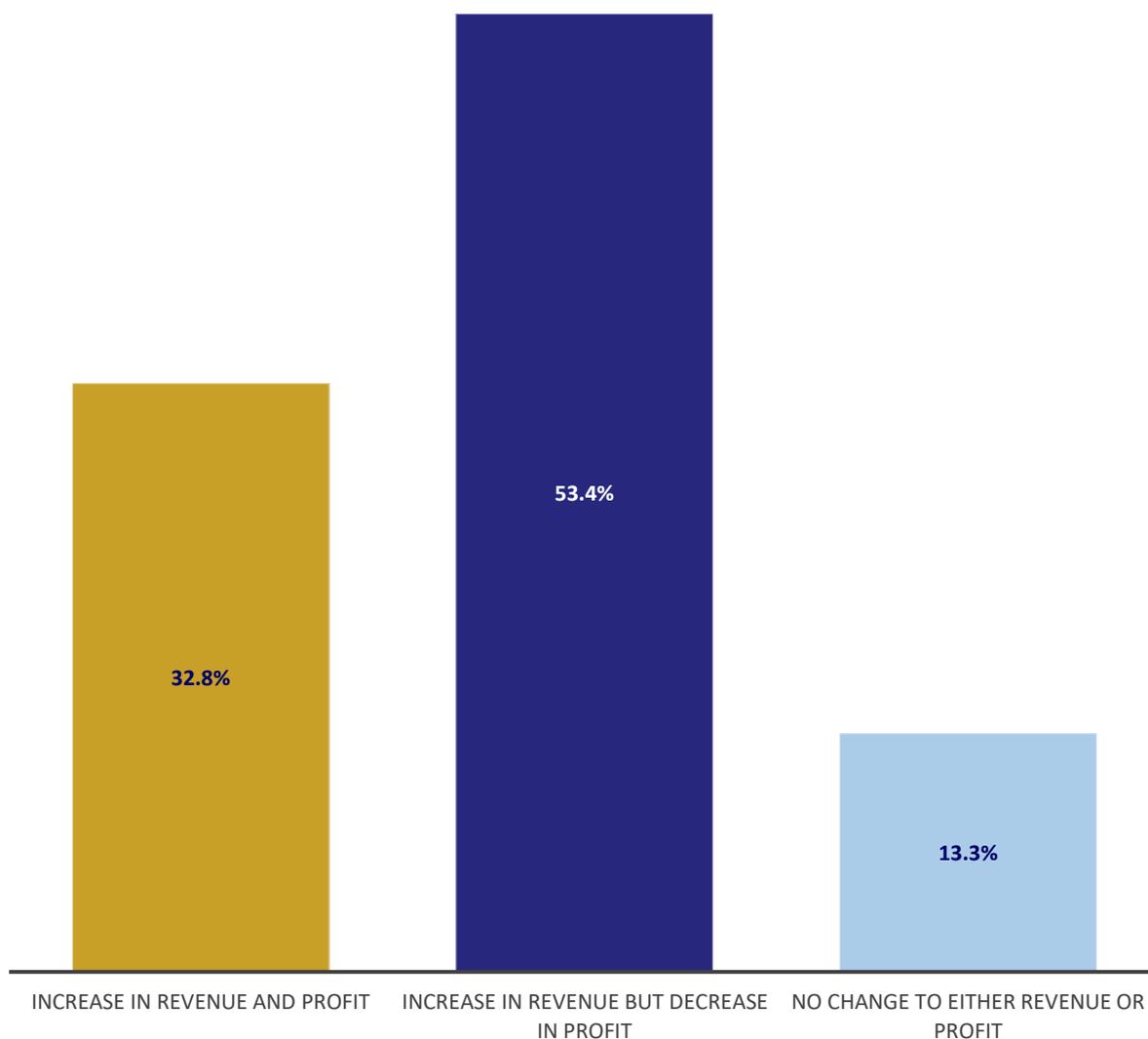
Which online food delivery platforms do you use?



The 2019 Survey also asked respondents the main reason why they have chosen to sign up to an online food delivery platform or platforms. Nearly two thirds (63.3 per cent) indicated the primary reason was to increase their customer base, whereas almost one in three businesses stated it was because their competitors use the platform which forced them to sign up (32.03 per cent). 4.7 per cent indicated other reasons were behind their choice of platform.

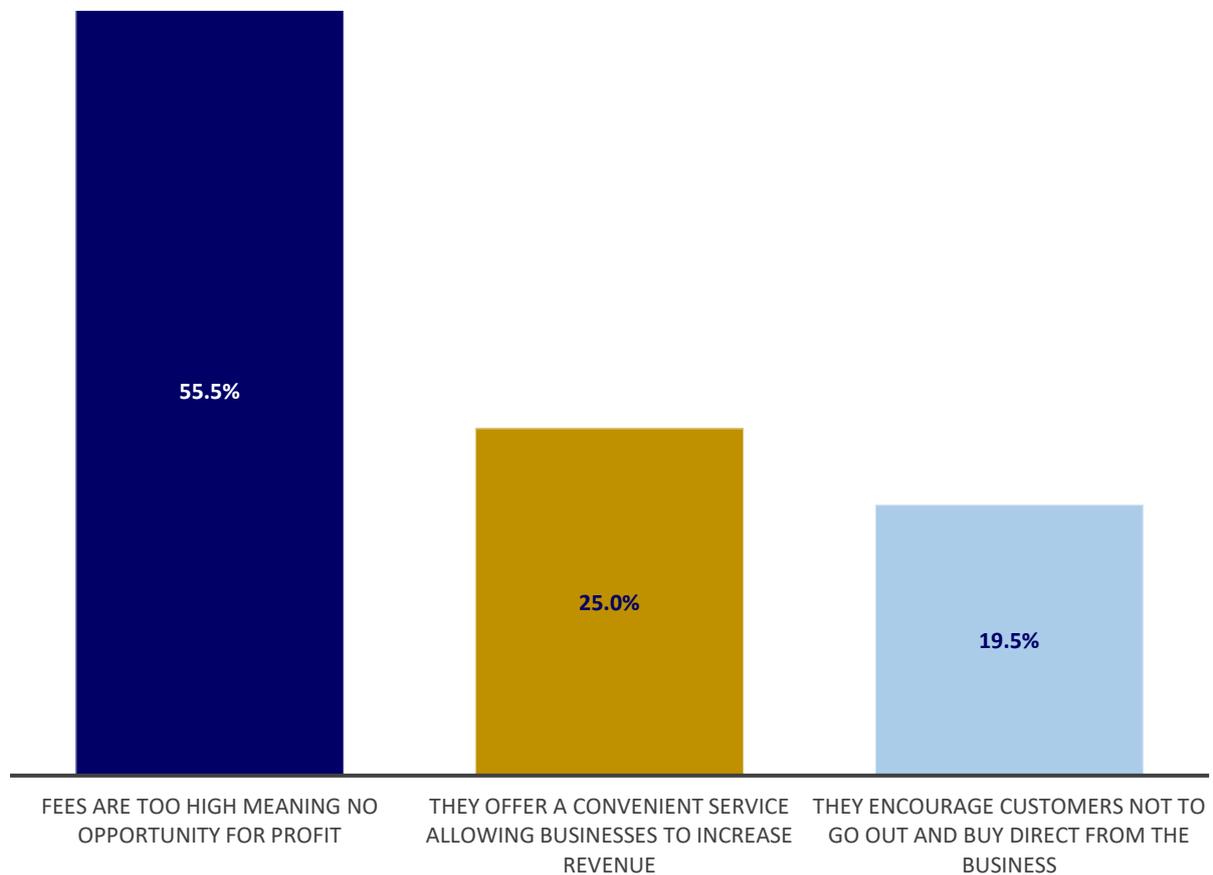
Business attitudes towards Online Food Delivery Platforms

The 2019 survey asked businesses for the first time to provide feedback on the impact of food delivery platforms on their business, asking *'How has your use of online food delivery options affected your business?'.* Respondents indicated overwhelmingly that they had experienced an increase in revenue but a decrease in profit (53.9 per cent), with 32.8 percent indicating that they experienced an increase in revenue and profit and 13.3 percent indicating no change.



Impact of Online Food Delivery Platforms on Industry

Finally, the 2019 survey asked respondents their opinions on the impact of online food delivery platforms on the hospitality industry. More than half of the respondents (55.5 per cent) of businesses indicated that fees associated with online food delivery were too high and that it was impossible to make a profit using the platforms. Only a quarter of businesses indicated that the platforms provide a convenient service that allows restaurants to increase their revenue (25 per cent) and 19.5 per cent of respondents indicated they encourage customers not to go out and buy directly from the business.

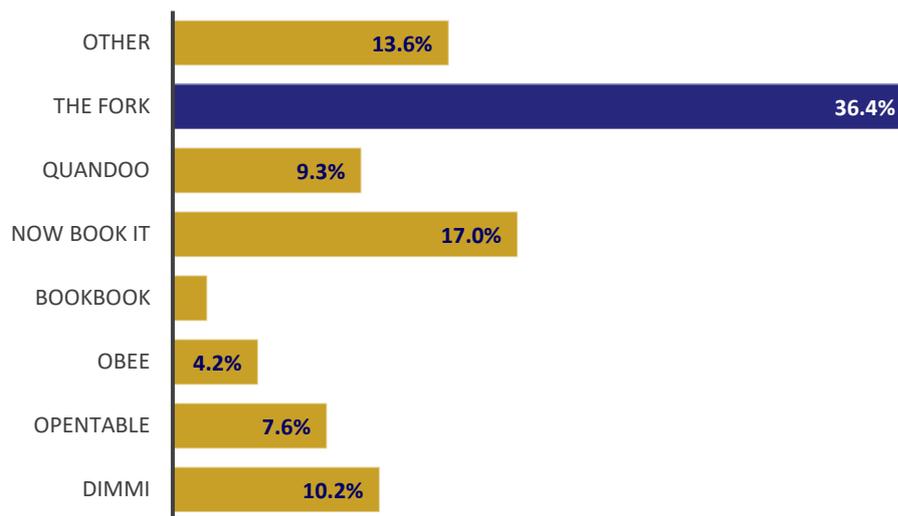


Online Booking Providers

For the second year as part of the 2019 survey, participants were also asked about their usage of online booking providers. 50.7 per cent of businesses indicated that they currently used an online booking provider within their business, down slightly from 55.6 per cent in 2018. This remained up from the 41.7 per cent identified in the 2017 survey.

As this was the second year in a row where a majority of businesses surveyed were expected to use an online booking platform, the 2019 survey asked for first time *“Which of the following Online Booking Providers do you use?”*. The number one response was The Fork, with 36.4 per cent of respondents indicating it was the online booking provider of choice among businesses surveyed. The full breakdown of providers is listed in the graph below.

Which of the following Online Booking Providers do you use?



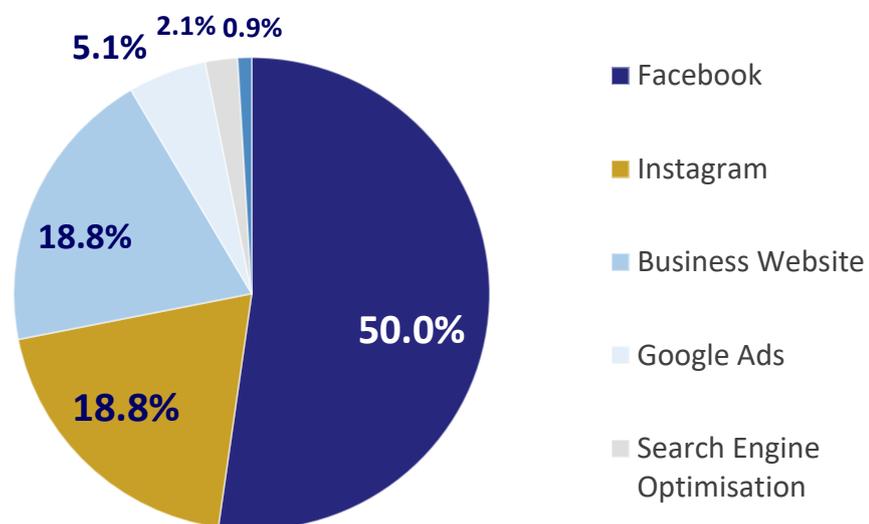
Finally, businesses were again asked the main reason why they had chosen their online booking provider. Most of the recorded responses related to factors such as ease of use, cost, integration with existing business systems and customer service.

NOTE: Qualitative responses given by 2019 Benchmarking survey respondents relating to Online Booking Providers can be found at APPENDIX 3.

Use of Social and Digital Marketing

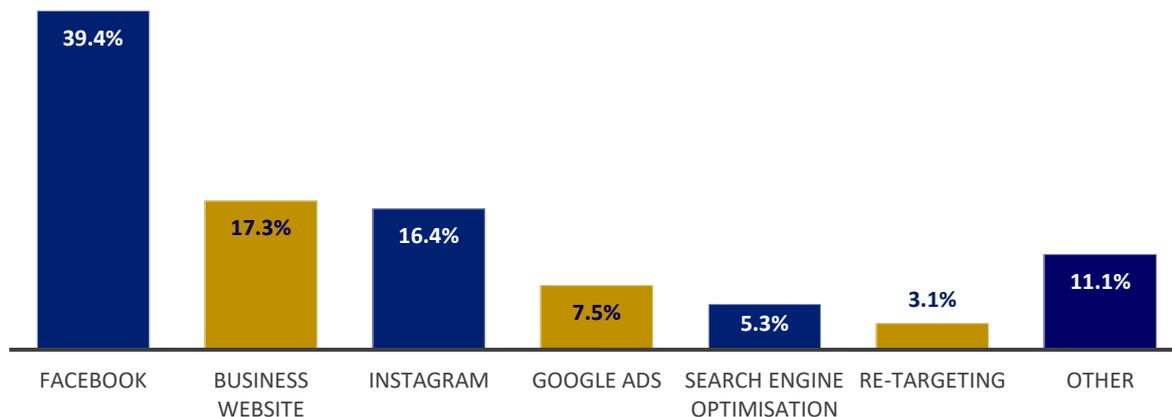
For the first time in the 2019 survey, businesses were asked about their use of social and digital marketing channels as a business marketing tool and what impact specific platforms have had on their business. Businesses were asked if they spend money on social media advertising, with 65.5 per cent indicating they do.

When asked about the use of specific platforms or channels, the most popular form of social and digital marketing was Facebook (50 per cent) followed by Instagram and their own website (both 18.8 per cent) and Google Ads (5.1 per cent).



Businesses were also asked what channels they thought were the most effective in generating new customers. The top respondent was Facebook with 39.3 per cent of business indicating their view that it was the most effective marketing platform. This was closely followed by the business website (17.3 per cent), Instagram (16.4 per cent) and Google Ads (7.5 per cent). A full breakdown of the use of platforms can be found below.

Most Effective Social and Digital Marketing Channel



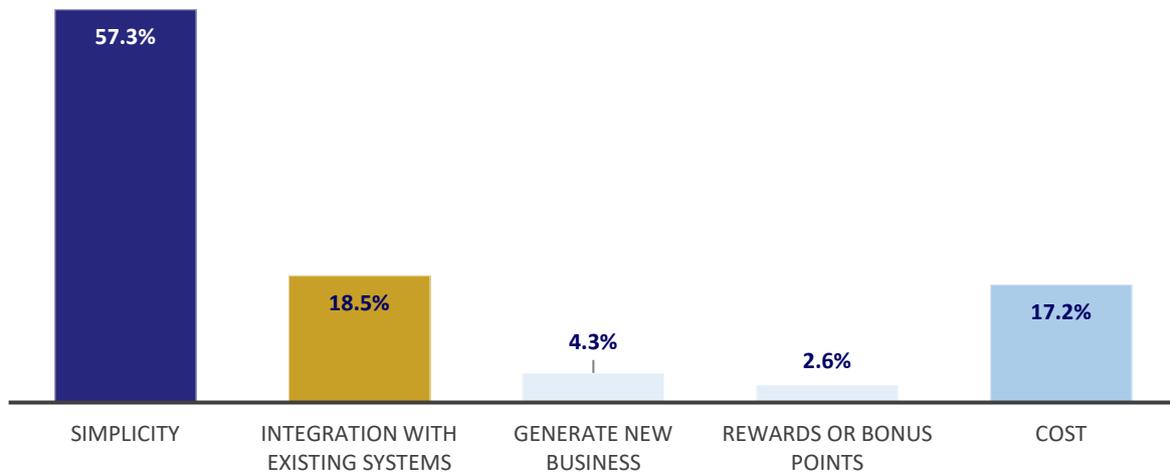
Payment Systems

The 2019 survey also asked businesses for detailed responses relating to payment methods and payment platforms. An overwhelming number of businesses indicated that card payment – either credit or debit card) – was the most common payment method (92.3 per cent of respondents). Other responses included cash (2.6 per cent) and phone touch payment e.g. Apple Pay (0.9 per cent).

When asked about payment processing methods, the most common form of card payment was PayPass or ‘Tap & Go’ with 79.83 per cent of respondents indicating it was the method of choice for customers. This was followed by payment requiring the entering of a pin (12.9 per cent), smart phone payment with 2.2 per cent and online payments e.g. through booking platforms on 3.9 per cent.

Businesses were asked about their priorities in selecting what payment methods to use in their business. Simplicity was the single largest response, with 57.3 per cent of respondents indicating it was their number one priority, followed by integration with existing business software (18.5 per cent) and cost with 17.2 per cent. A full breakdown can be found below.

What is your priority when considering what payment methods to use in your business?



Australian Wines Summary



51%

OF BUSINESSES SAY PRICE IS THE BIGGEST CONTRIBUTING FACTOR IN DETERMINING IF AUSTRALIAN WINES FEATURE ON MENUS

BUSINESSES PURCHASING WINE ONLINE HAS NEARLY TRIPLED BETWEEN 2018 AND 2019



39% THINK SHOWCASING AUSTRALIAN WINE IS IMPORTANT

21% SEE IT AS NOT IMPORTANT

Chapter 7: Australian Wines

Again for the 2019 survey, respondents were asked how important it was to feature Australian wines on their menu. 38.7 per cent of businesses believed it was *'very important'* to showcase Australian wines on their menu which significantly down from 57.3 per cent in the 2018 survey and 53 per cent in the 2017 survey. An additional 23.53 per cent of survey respondents in the 2019 survey rated showcasing Australian wines on their menu as *'important'*, which is similar to last year. 21 per cent of respondents indicated that featuring Australian wines on their menu was *'not important'* or *'not very important'* which was is a large increase from the 6.7 per cent listed last year.

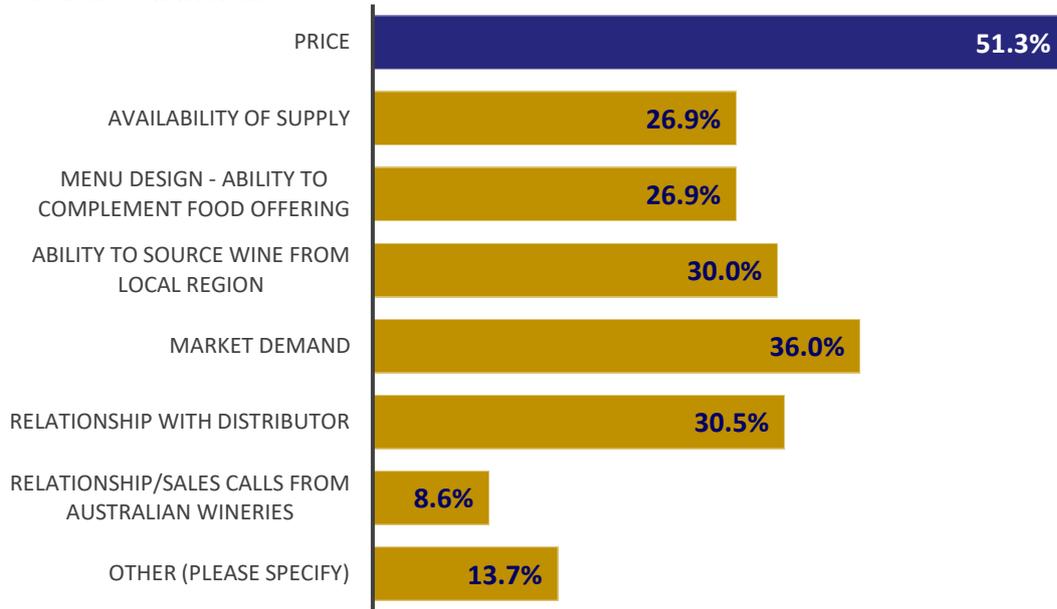
Furthermore, 26.8 per cent of respondents indicated that the percentage of Australian wines on their menu had increased over the past 5 years. For those who answered *'yes'*, the main reasons provided included customer demand, quality of local wines and price.

Reasons for choosing Australian Wine

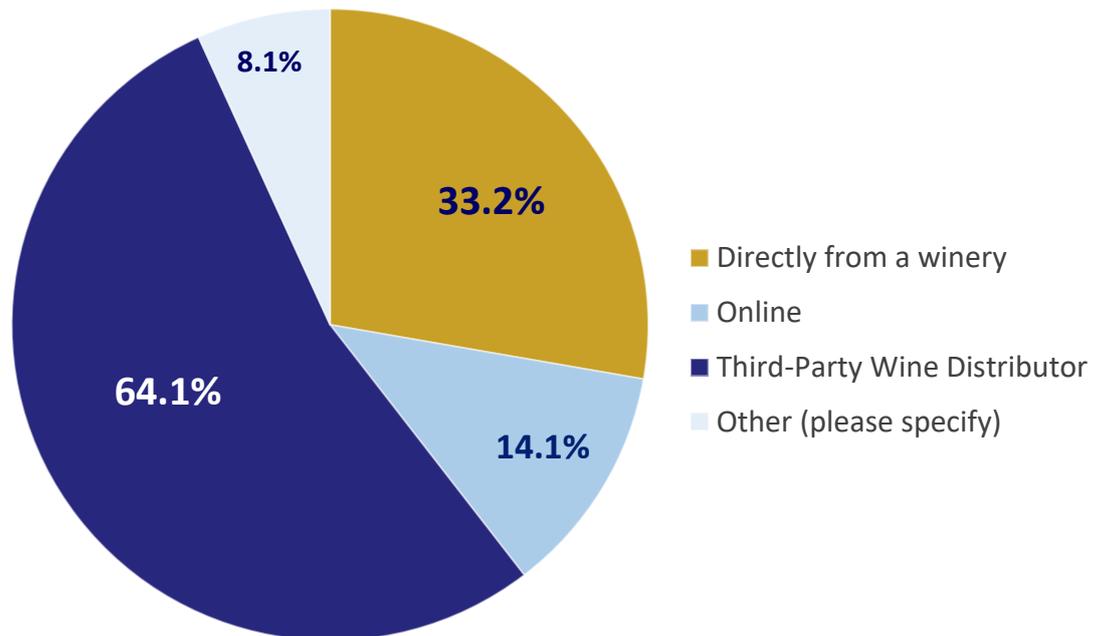
Respondents were also asked what the biggest contributing factors were in determining whether they featured Australian wines on the menu. 51.27 per cent of respondents identified *'Price'* as the biggest contributing factor which was followed by market demand at 36 per cent. The factor which contributed the least in determining whether Australian wines featured on the menu was *'Relationship/sales calls from Australian wineries'* (8.6 per cent).

Respondents were also asked this year for the second time about the main method they used to purchase their wines. Purchasing wines from a third-party wine distributor was the most popular option amongst business-owners, with 64.1 per cent of respondents indicating that this was their preferred option. 33.2 per cent of respondents indicated that they purchased their wines directly from a winery, whilst 14.1 per cent purchased wine online. This represents a much larger portion of businesses purchasing wine online in 2019 compared to 2018, at the expense of direct relationships with wineries and third-party distributors. Other comments included how the business produced their own wine on-site as they operated their own winery.

Biggest contributing factors in determining whether Australian wines feature on menus



Main method of purchasing wine - 2019 Results



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Appendix 1

Qualitative responses by 2019 Benchmarking survey respondents relating to the number one obstacle impacting business today.
Sourcing skilled staff who can stay longer than 6 months.
Escalating costs of running a restaurant without the ability to increase pricing accordingly.
Cost increases.
Staff wages.
Cost of rent.
Downturn in economy.
Technology social media.
Access to quality staff.
Staffing.
Appropriately trained staff.
Rising costs.
Quality staff who can work more.
High rent and utilities.
Patronage.
Costs.
Staff costs.
Trying to increase business.
Changing trend of dinning.
Cost of staff.
The economy.
Staff.
Profitability.
Wages, power and skill available.
Marketing.
Rising of energy bills and rent.
Tax.
Inability to increase prices in line with cost increases.
General Lack of Confidence in society to get out and spend money.
Penalty rates.
Taxes and overheads.
Rising costs and no sales price inflation.
Cash flow.
Competition.
High labour cost.
Customer lack of confidence in the economy.
Rising all costs but cannot rise up the price.

Prices increasing, competition dumping prices and consumer confidence low.
Not much profit.
Third party Online ordering system ie Uber eats.
Trying to make a profit.
The rising cost of household living.
Government.
Customer service.
Electricity gas and high wages.
High cost.
Extremely high rent.
increasing cost of supplies.
Staff shortage.
Sales drop.
Fixed costs and lower turnover than previous years.
Customers not knowing about us and advertising costs.
Cash.
Sales and attracting new customer.
Delivery apps.
Food truck competition.
Minimum wage.
Skills shortage.
Decreased consumer discretionary spending.
Attracting customers to regional areas.
Cost go up.
Passing traffic.
Meeting tax obligations.
Wage costs.
Reliability and quality of chefs.
Rent costs, difficulty in finding staff.
Pressure on disposable income affecting people going out.
Online food ordering services like Uber Eats.
Wages and energy costs.
Costs and taxes.
Price increases.
Labour Costs.
Wages, rent, power.
End of lease having to move and create a new infrastructure.
Skilled labour shortage.
High wages.
Wage cost vs prices.

Access to great floor staff.
High wages for the skill offered.
Staff cost.
Wage costs.
Staff skills shortages.
Cost of staff, taxes, insurance and rent. New daily competitors, inability to rise prices.
Cost of wages and not being able to increase prices in line.
Difficulty securing skilled chefs.
Stagnant revenue, oversupplied market and rising costs.
Rising costs - Labour, rent, electricity.
High Costs.
Lack of quality staff who can be empowered.
High penalty rates.
High Wage Costs.
Skilled staff long term.
Cost management and good staff.
Rising prices.
Lack of good staff.
Skilled staff availability.
Rising costs and an inability to maintain margins.
Attracting FOH students
Higher Wages.
Staffing and their cost.
Staff hiring.

Appendix 2

Qualitative responses by 2019 Benchmarking survey respondents regarding staffing costs, public holidays and other Award-related matters
it is ridiculous in a tourism town where our busiest times are in holidays.
Wages continue to rise, its time our industry got together and increase pricing to remain sustainable.
Staff costs very high
Modern awards to complicated and hard to keep up with.
stop the increase every year it is non-sense, we cannot increase menu price every year.
It's ridiculously high and not profitable to open on these days, and we are looking at not opening as surcharges for these days have previously caused problems and arguments with customers.
If sales don't increase, we will be forced to close Sundays and move into lunches Monday to Friday.
Staffing cost is over the budget.
I find the rates to non-skilled staff increasing a lot faster than those of skilled staff, which is unfair.
Rent and employees related costs are increasing, while average spending from guests is decreasing.
The cost of casual staff is outrageous in consideration of the skill set & education required. It is unfair that large businesses, such as McDonald's, are able pay their staff considerably less than restaurants.
We cannot afford these additional costs!!!!!!!!!!!!!! We cannot charge more on a Sunday night
Over staff cost and not happy costumers with surcharges. Hard to manage.
As owners we work these days only that we don't have to pay penalty rates.
We open public holidays because we are in a tourist area but staffing costs on public holidays mean we break even at best or operate at a loss on these days.
RATES TOO HIGH.
If they were lower, we'd open.
Only opens for exclusive events. 20% surcharge for total spend.
I think that the fact the award has so many different categories/rates (eg. Mon - Fri, Sat, Sun, after 7pm, overtime and many more) this make it very difficult for businesses to be compliant. The award is very complicated for the average, very busy business owner. Often when I pay my wages I can have up to 6 different rates of pay just for the one staff member, times that by 50 staff and it is very time consuming and has required us to spend more money on a computer program to track it all. This is not affordable for many businesses. The very high public holiday rates mean that we do not trade on those days.
The third party delivery apps like uber eats need to decrease their commission so small business can survive.
If society could be more accepting to surcharges on these days, business would be a lot better and staff would be happier.
Confusing awards.
Shorter hours of operation on penalty rate days.

Cost are much too high on public holidays the staff don't even get the benefit as the extra goes in taxation.

Fair to pay the staff but some customer don't understand and angry to pay extra surcharge.

They shouldn't keep increasing. So many increases across the board this year but I cannot justify passing increases to customers in the current economy.

Public holidays penalty rates are stopping us opening on public holidays. So no employees get opportunity to work.

With the massive amounts of cost associated with operating a restaurant no wonder there is such a high amount of closures.

Costs are getting higher.

We pay award rates for public holidays.

Penalty rates ridiculous in a society where 24/7 is expected.

Minimal staff rostered due to award rates.

We don't open public holidays & Sundays because of staff costs.

Wage rates are too high. Have to work more to keep labour down.

Staff cost are just too high for the standard of staff 33 dollars on a Sunday for a dishwasher is just out of this world as a head chef i don't get that.

We roster less staff on public holidays as labour costs are at a premium & call in casual pool for short shift to cover any bookings.

Penalty rates are killing the industry.

Expenses increased day by day but not the revenue.

Too expensive.

We only open on Sunday's and Public holidays occasionally for large very functions as the staffing costs are prohibitive to open regularly.

Staffing costs are out of control and we made a loss for the first time ever this FY.

Staff costs are prohibitive and finding skilled staff is searching for a needle in a haystack....

Not a believer in surcharges, but there is a likely requirement in the near future.

Penalty rates inappropriate for Hospitality.

Public Holiday Award rates are prohibitive.

No just that is it is a bloody big mess and it makes it difficult to stay in business.

Why are we paying superannuation to back packers when they are never going to claim it back so it is just sitting in some massive fund doing nothing when we could be using that to pay bills with.

We only open 1 or 2 public holidays per year as we need to ensure sufficiently busy in order to meet penalty rate cost (even with surcharge). We understand higher penalties for permanent staff on public holidays, but casual rate is too high, and staff miss out on shifts when we don't open.

The costs of staff is increasing and expenses however we can only increase our food and beverage to a certain point - it is not sustainable.

As we are a hotel we are required to be open on public holidays but the staffing costs to run an F&B operation on these day is very high and the surcharge only covers a small part of this.

It is hard to survive with such big increments each year.

Govt makes it tough with tax and awards.

Wages too high. Salary staff should work more than 38 hours, but not excessive hours. Balance needed.

Staff costs are excessive, with no room to recover by increasing the prices. We are currently considering closing every Sunday and every public holiday due to inability to recover costs.
Try not to employ any one on these days. Operate myself & my wife.
50% staff cost is just way too high, even for us with low cost of sales and rent free.
It's our major expense and just about impossible to get down to the benchmark 30%.
They are killing the industry.
We should pay staff on public holidays and Sundays as Saturdays.
They are very expensive.
Costs too high to justify opening on Sundays and Public Holidays.
Wages are not the issue it is penalties.
Stop increasing!
Staffing costs are way too high on Weekends and public holidays..... I'm considering closing on some of these days.
Given long operating hours, staffing costs are prohibitive on public holidays.
High base rates make it near impossible to reward employees financially for superior performance.
Sunday rates prohibit us from opening. 10% surcharge does not cover the increase in labour.
Can't open public holidays due to double time and one quarter penalty rates
Penalty rates are our biggest cost factor preventing profits. have continued to cut staff numbers to trade weekends to try and make it profitable.
Over the top and not sustainable.
Penalty rates are having us rethink whether we open on Public Holidays as sometime we make money and sometimes we lose money.
Crazy wages that aren't sustainable.
It's getting harder every year. very time consuming having to understand industry laws.
They cost too much.
Pay scales difficult to apply to payroll apps like deputy.
Staff wages make trading on public holidays unviable. Annual wage increases and the award minimum wage is crippling businesses in this industry.
We charge 10% on Saturdays and Sundays.
It's way too complicated.
Staff costs are minimal as we operate a restaurant within an educational setting.
The award is hurting businesses so much that it is no wonder owners are trying everything they can to stay open. It isn't sustainable much longer.
The minimum wage is far too high. Should be \$12 per hour. This will reduce unemployment rate, increase highly skilled workers wage, reduce Government legal cost and management costs etc. reduce complaints and conflict on the market. Our current minimum wage rate is critical one largely against economic growth. It makes people poorer not richer. Totally against market and economy theory.

Appendix 3

Qualitative responses by 2019 Benchmarking survey respondents relating to choice of Online Booking Provider.
Established and proven supplier.
Easy to use, ability to link both venues and swap between when placing bookings.
Cost.
Flat rate fees.
Ease of working platform.
They are one of the biggest platforms in Australia.
Had used personally.
Have been with them for many years.
Easy.
Ease of setup.
Online presence & excellent back end diary.
It works for us.
Biggest player.
Australian exposure - market leader.
Longstanding customer. Happy with service. Ability for customers to book online on multiple sites.
Fork is the common to customer.
They both good.
Price.
Have always used them.
Been with The Fork for a long time.
Easy platform to use for us and customers.
Relationship and marketing ability.
Cost & Ease of use.
Marketing power.
Website is more user friendly.
Direct cost model rather than marketing model appeals.
Cheaper.
I haven't had a booking system before and so I've introduced Dimmi.
More revenue.
Both are specialised and offer the best options for each part of the business we run.
Our customer data base stays with us, price, software performance, functionality, backup and support.
Looking for cheaper option.
Unable to provide specifics.
Relationship with provider.
Easy use and comprehensive stable software program.

no reason did not know there were so many however DIMIS has been around for a while.
To get more bookings, as people don't like using phones.
Friendly service.
Best Value and Performance.
Independent booking system / wouldn't use a system like Dimmi that takes "ownership" of the customer and markets other restaurants to them.
Relatively cheap, easy to use and quick to setup.
Easy to use.
Fixed price, great software, good support.
Simple and cost effective.
Very useful app, cheaper than Dimmi.
No charge per booking, the rest of them are too expensive.
Helps with all facets of catering-food, ops, drinks, staffing and equipment.
Familiar.
Customers go to ur website - not someone else website.
High fees but it comes with high market penetration: we need volume.
Integration with H&L.
Ease and price.
Best in class for busy venue and price. Tried Nowbookit but wasn't up to the challenge of a busy (400+ cover) day.
Obee is incredibly cost effective and offers many additional services that complement our business.
They came to us.
Familiarity.
Dimmi changed to fork. started free of charge and have remained on good conditions.
Australian owned.
Pricing.
Best option for our business.
Sick of Dimmi cost.
Online booking platform links direct to table management system.
Reasonable price service provider.
Quick and cost effective.
Set monthly fee, no commission, makes data available.

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Restaurant
& Catering



2020 Industry Benchmarking Report

2019-2020 Financial Year



Restaurant & Catering Australia

Restaurant & Catering Australia (R&CA) is the national industry association representing the interests of over 47,000 restaurants, cafés and catering businesses across Australia. The café, restaurant and catering sector is vitally important to the national economy, generating over \$37 billion in retail turnover each year as well as employing 450,000 people. Critically, over 93 per cent of businesses in the café, restaurant and catering sector are small businesses, employing 19 people or less.

R&CA delivers tangible outcomes to small businesses within the hospitality industry by influencing the policy decisions and regulations that impact the sector's operating environment. R&CA is committed to ensuring the industry is recognised as one of excellence, professionalism, profitability and sustainability. This includes advocating the broader social and economic contribution of the sector to industry and government stakeholders, as well as highlighting the value of the restaurant experience to the public.

About the Industry Benchmarking Survey

R&CA's Industry Benchmarking Survey is an industry-based survey of business conditions in the restaurant, café and catering industry. The survey monitors key trends in business costs, profitability, labour and skills shortages, as well as the general business environment. The survey is distributed to café, restaurant and catering business owners and senior managers across Australia.

R&CA's 2020 Industry Benchmarking Survey was distributed to over 15,000 individual restaurant, cafe and catering business owners and senior managers across

Australia, with 675 individual businesses completing the survey. The Survey was open during October & November of 2020 and contained 70 questions relating to the 2019-20 financial year.

As part of the 2020 survey, a limited number of questions were amended from the 2019 survey. A conscious decision was taken to use existing questions to understand the impact of COVID-19 on businesses rather than craft new questions directly relating to the impact of the pandemic on the sector.

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Executive Summary

The Restaurant & Catering Association's 2020 Benchmarking Survey is a significant source of industry data collected directly from hundreds of businesses across the country. A wide variety of businesses take part in the survey, from multi-million-dollar public companies to small businesses, those from every state and territory and from a broad mix of both city and regional. This year has seen the highest level of engagement with the survey by respondents, increasing from last year which saw a historically high number of businesses engaging with the survey.

The typical profile of a respondent to R&CA's 2020 Benchmarking Survey was a privately-operated, restaurant business located in a metropolitan area of a capital city. The owner has typically had 10 or more years of experience working in the hospitality sector and the business employs between 0 and 19 employees.

Data collected from the 2020 Benchmarking Survey shows that, for the 2019-20 financial year businesses amongst the Restaurant, Café and Catering industry:

1. Business confidence has dropped significantly, with the COVID-19 pandemic clearly negatively impacting businesses owners outlook over the next 12 months. Most business owners expect profitability to decrease or flatline and expect staffing levels to do the same. This lack of confidence effects the recovery of a sector which was decimated due to the COVID-19 pandemic. Businesses also reported that 1 in 3 failed to turn any profit in the previous financial year.
2. Business costs has dramatically changed, again as a result of the COVID-19 pandemic. This impact can be seen in significant drops in food costs as more operators streamlined menus in an effort to keep food costs low and in drops in overall wage costs as restrictions, an increase in takeaway and delivery revenues and a more efficient operating model meant less staff were needed to keep businesses afloat. The result has also been a dramatic increase in occupancy costs, which have remained static as other costs have fluctuated.
3. While wage costs have decreased, they have become the single biggest issue facing the sector according to business owners, followed by skill shortages and finally ongoing COVID-19 restrictions. The 2020 survey for the first time sought to better understand the amount of unpaid labour in restaurant, cafe and catering businesses – showing that many rely on significant numbers of unpaid hours by businesses owners, many of whom are unable to pay themselves at all when they work in their businesses. This problem exists against a backdrop of staffing shortages that are only getting worse despite rising unemployment rates and an award system that many believe is too complex.
4. Finally, the 2020 survey has continued to show the increasing reliance on digital technology across the sector. Use of third-party delivery apps have increased due to the COVID-19 pandemic with many listing lockdowns as the key reasons for signing up. As many businesses shifted to more COVID-19-safe practices we have seen cash reduce to represent just 1.5 per cent of all transactions.

Ultimately, the 2020 Benchmarking Survey should serve as a useful and reliable tool which presents clearly the impact of the COVID-19 crisis on the restaurant, cafe and catering sector across Australia.

CEO's Foreword

The Restaurant & Catering Association has been the voice of the restaurant, café and catering industry since 1922. Since the first group of restaurateurs decided to band together for mutual gain nearly a century ago, the association has continued to function as a vital industry body which has allowed thousands of businesses across the country to share information, save money and advocate to government.

The 2020 Benchmarking Report, now in its 11th year, aims to present an accurate view of where the industry is and what challenges lie ahead. This year's report shows a snapshot of an industry that is under significant pressure due to the COVID-19 Pandemic.



Wes Lambert
Restaurant &
Catering CEO

However, this year's report exists in stark contrast to previous years and can only be understood by acknowledging an all-to-familiar elephant in the room, COVID-19.

This virus, which has defined so much about the year 2020, has undoubtedly brought with it one of the most challenging years for business owners in the restaurant, café and catering industry.

These challenges are reflected in the responses to this report – a clear loss of confidence, smaller and leaner businesses, continued pressures faced by finding quality staff and the constant march of digital technology.

Whilst we expect these challenges to continue well into 2021, hope of a vaccine does represent light at the end of a dark tunnel.

While many of these businesses have been reliant on government support to get through the horror year that saw more disruption than in living memory, there presents a real fear that once schemes like JobKeeper and rental support end, closure rates may skyrocket.

However, many operators have seen the COVID-19 crisis as an opportunity to pivot their businesses to not only survive the effects on the Hospitality Industry during the pandemic but to create more resilient business models to thrive in 2021. Hopefully these business will be better placed to tackle the next series of challenges as the recovery process continues in earnest.

By making these changes and producing a better, more robust business, those that survive through into 2021-22 will be better placed to tackle the next series of challenges as the recovery process starts in earnest.



Wes Lambert CPA FGIA MAICD

Chief Executive Officer

Restaurant & Catering Australia

55.3% of respondents were restaurants

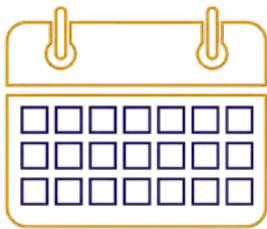


56.3% indicated their annual turnover was between \$200,000 & \$2 million

>\$200,000



71% had more than 10 years industry experience



A Bachelor's degree is the most common education among business owners



CHAPTER 1

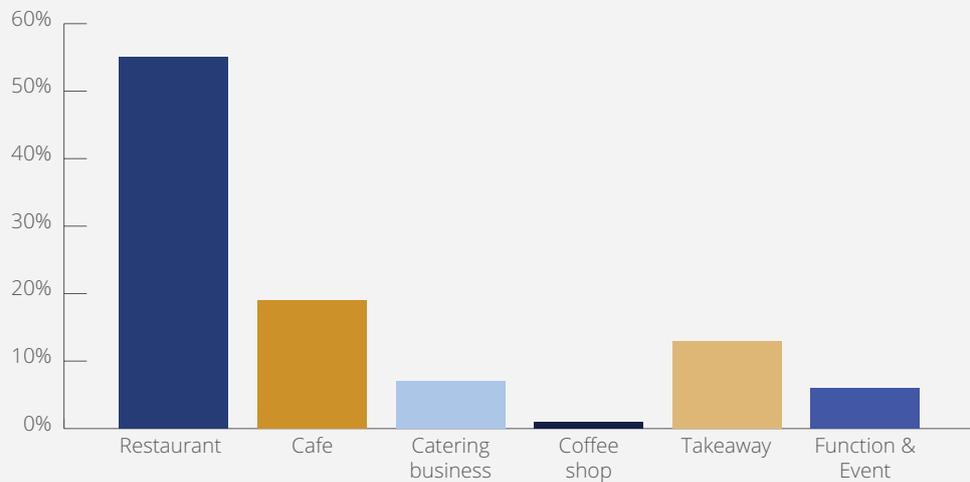
Profile of Respondents

Type of Business

For the 2020 Survey, a narrow majority of respondents (55.3 per cent) indicated that they owned a restaurant whilst 18.8 per cent of respondents indicated that they owned a café. The number of respondents who indicated they owned either a catering business or function centre increased compared to the 2019 survey.

Business were also asked whether their business formed part of a franchised operation, with an overwhelming 91 per cent of respondents indicating they were not franchised.

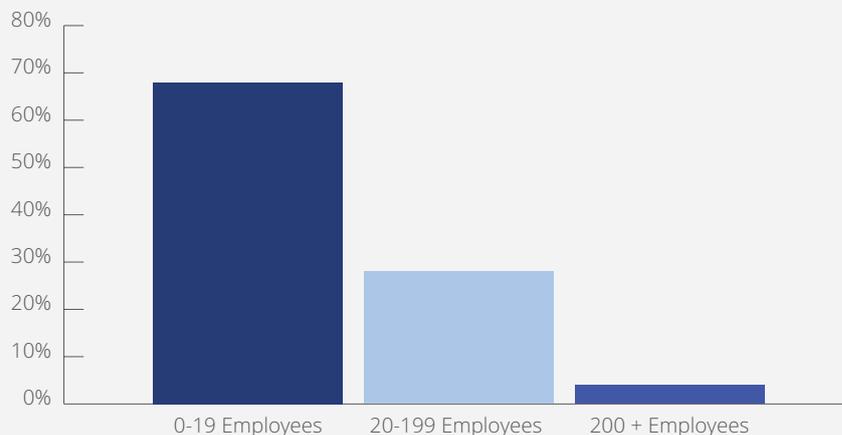
Which of the following best describes your business?



Business Size

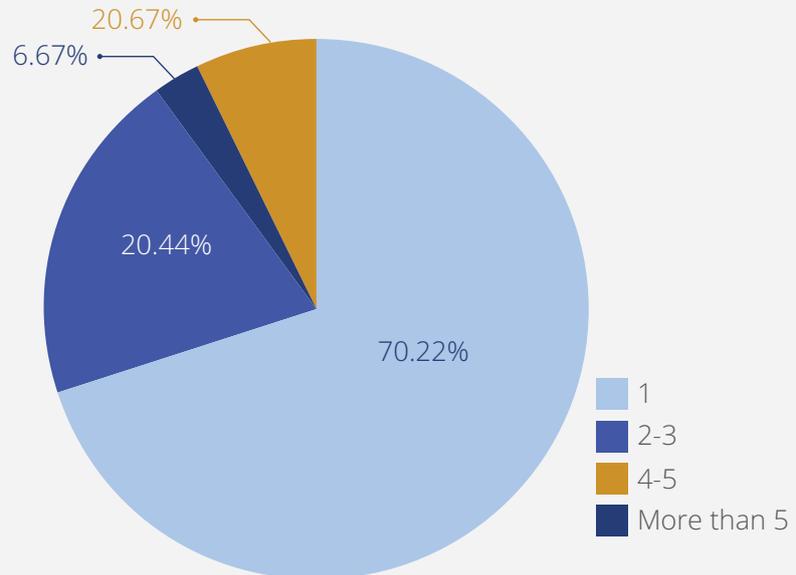
Small businesses continued to represent a clear majority of respondents to the 2020 survey, with 68.2 per cent of respondents indicating that they employed between 0 and 19 employees, down slightly from the previous year. The number of businesses who employed between 20-199 employees increased to 27.8 per cent, up from 23.3 per cent last year.

How many staff does your business employ?



Number of Venues Operated

How many seperate venues do you operate within your company?

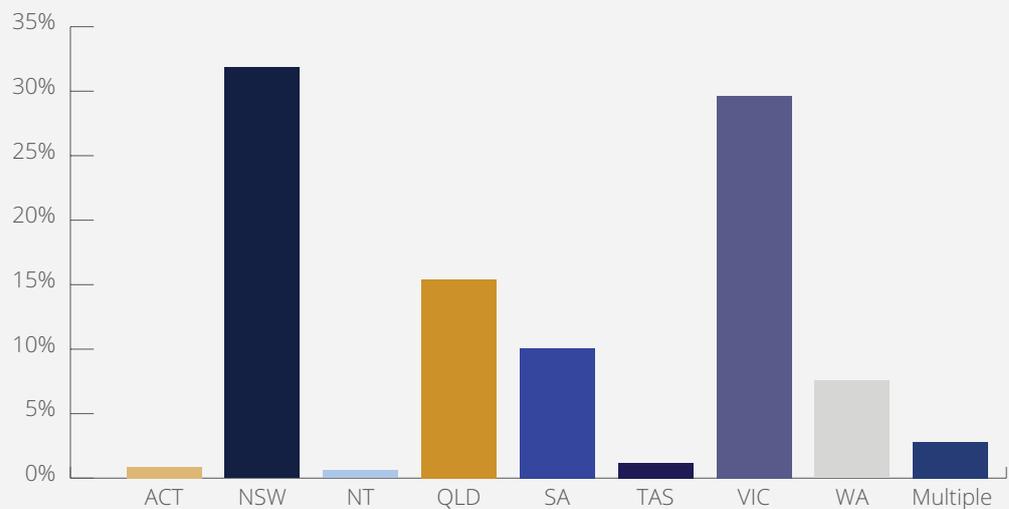


State of Operation

The 2020 survey again had respondents located in every Australian State and Territory, with businesses from New South Wales (31.9 per cent) and Victoria (29.6 per cent) representing the largest number of respondents to the 2020 survey.

For the first time respondents were asked if they operated in more than one state or territory, with 2.8% indicating that they do.

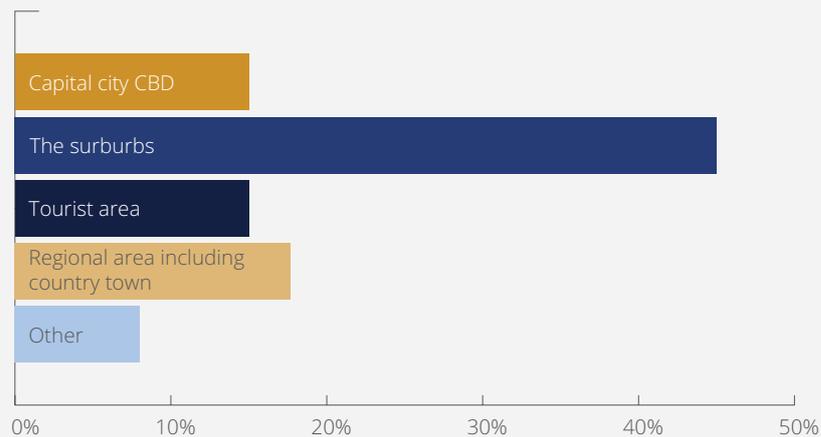
In which state or territory is your business located?



Business Location

Businesses located in suburban areas represented the largest group of respondents to this year's survey at 44.9 per cent, a decrease compared to 56.1 per cent in 2019. The number of businesses in regional areas also increased as a share of respondents to 17 per cent up from 12.9 per cent in 2019. Businesses in tourist areas also increase compared to 2019.

Which best describes where your business is located?

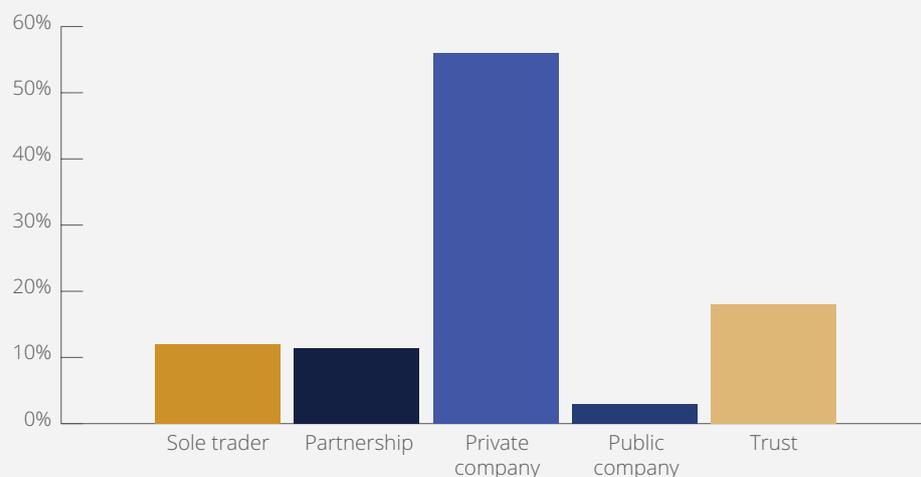


Ownership Type & Family Businesses

The 2020 survey again asked about the ownership structure of respondent's businesses, with 56.3 per cent indicating they were a privately owned Pty Ltd business, an increase compared to 50.9 per cent in 2019. This again proved to be the most common business structure for respondents.

For the first time, the survey asked respondents whether their businesses were family-run businesses, with 71.2 per cent indicating that they were.

What ownership structure best describes your business?

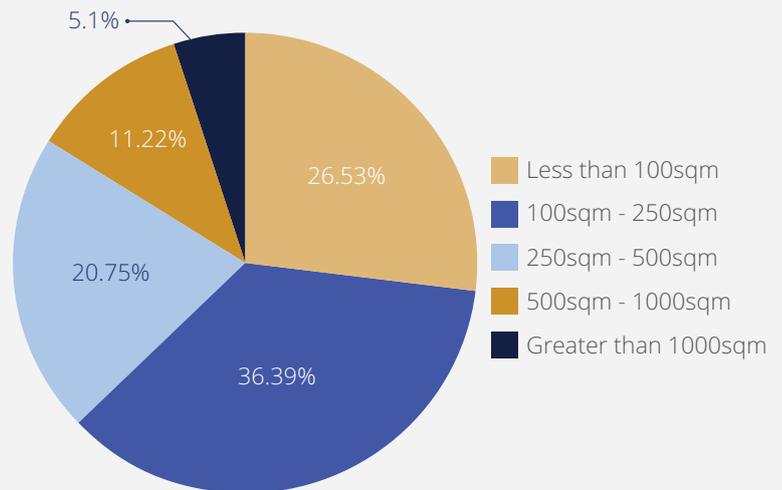


Leasing & Licensing

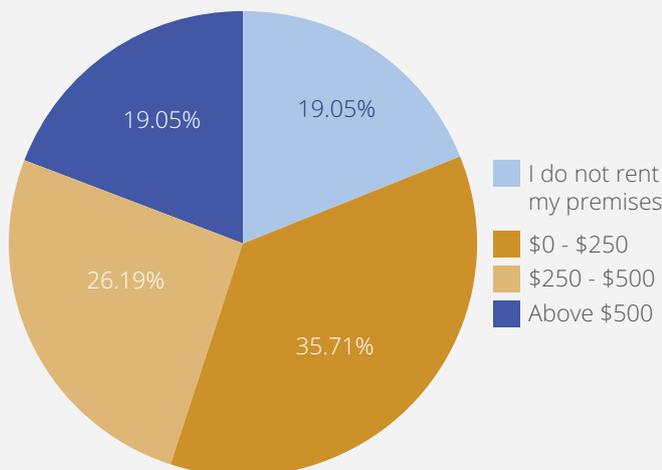
Questions relating to size of venues and leasing changes somewhat since last year. In the 2019 survey, questions were asked in an open-ended way regarding the average floor size for a hospitality business, whereas this year ranges were given to better group businesses by size. For 2019 the average business size was approximately 358m² and the average rent cost per square metre across all businesses was calculated at \$489.

Respondents to the 2020 survey were asked to identify the size of their business in square meters, with five size ranges offered as answers. The most common business size was between 100 – 250 sqm, followed by less than 100sqm.

What is the estimated size (in square metres) of your business? **If you have more than one property, please indicate the size of your LARGEST business.



If you rent your business space, what is your rent cost per square metre? **An estimate is fine. **If you have more than one property, please indicate the rent paid for your LARGEST business.



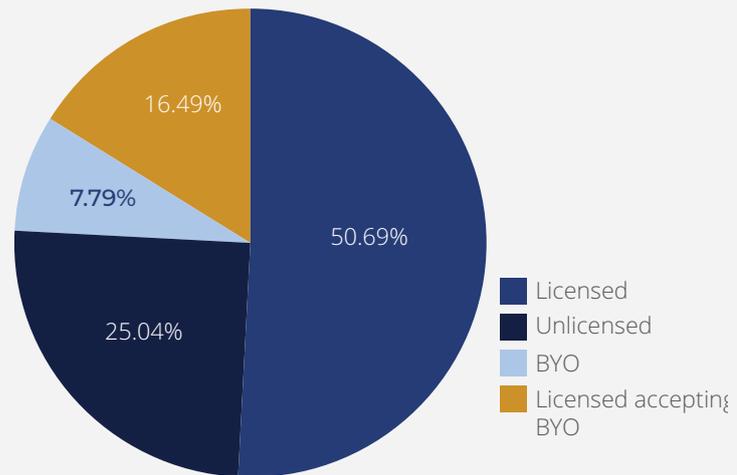
Respondents were asked to identify whether their premises were leased or owned by the business or business owner. 81.8 per cent indicated that their premises are leased, indicating how important recent protections for retail tenants relating to the COVID-19 pandemic are to the broader restaurant, café and catering industry.

Business were then asked about their rent cost per square meter. 35.7 per cent indicated that their had a rent cost of between \$0 and \$250 which was the most popular option. 26.2 per cent indicated that their rent cost was between \$250 and \$500 and 19.1 per cent indicated that their rent cost was greater than \$500 per square meter.

Leasing & Licensing Continued

Respondents were also asked to identify what liquor license, if any, was in place for their business. 67.2 per cent indicated their business was licensed and 25 per cent indicated they did now allow alcohol to be consumed at their business. BYO continued to be popular with 24.3 per cent of businesses offering it either with or without a pre-existing license.

Which description below best describes your business? **If you own more than one establishment, please indicate which business type best describes the majority of your properties.

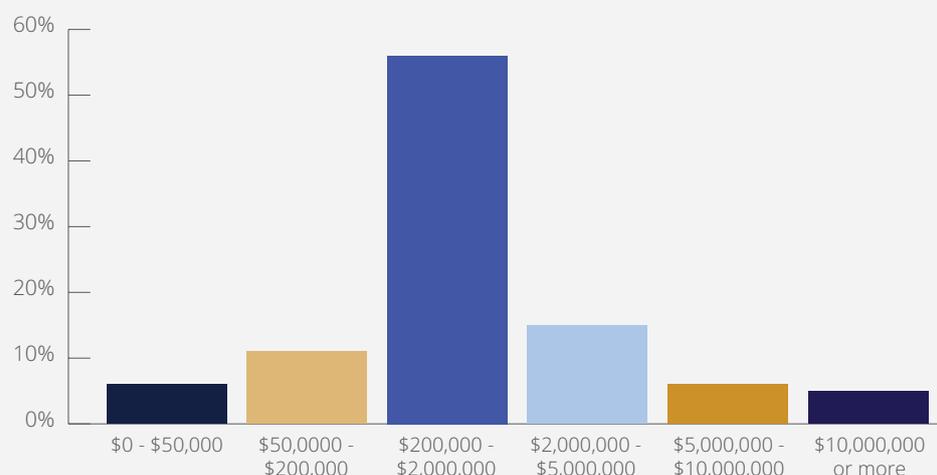


Business Turnover

For the first time the 2020 survey asked respondents to identify their turnover range in the 2019-20 financial year, which mirrored Australian Bureau of Statistics reporting. 56.3 per cent indicated their turnover was between \$200,000 & \$2 million for the last year, with the second most popular size range between \$2 million & \$5 million, with 15.2 per cent.

Interestingly, 5.7 per cent of businesses indicated their yearly turnover was less than \$50,000 for the whole financial year, which would indicate business that are now closed or business that opened near the end of the financial year.

What was your yearly turnover for the 2019-20 financial year?



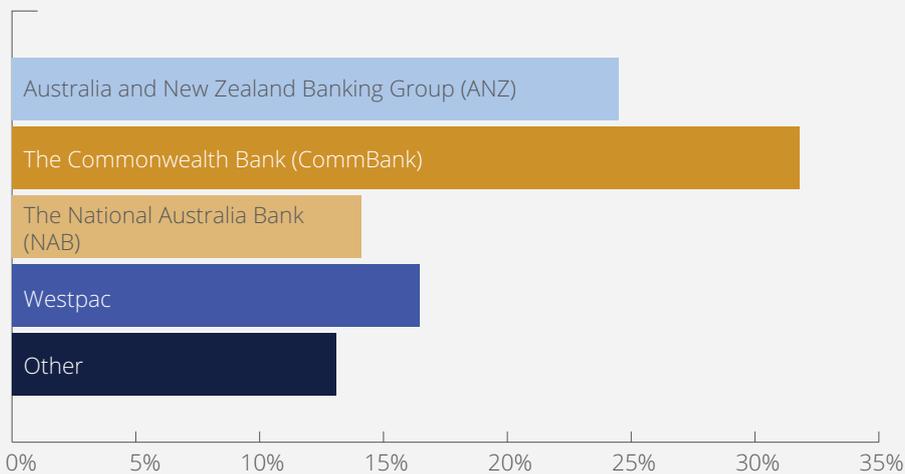
Banking & Superannuation & Payroll

Businesses were asked to identify what bank and superannuation fund is used in the business. For banking, the most popular choice was the commonwealth bank, with 31.9 per cent of respondents followed by ANZ with 25.5 per cent.

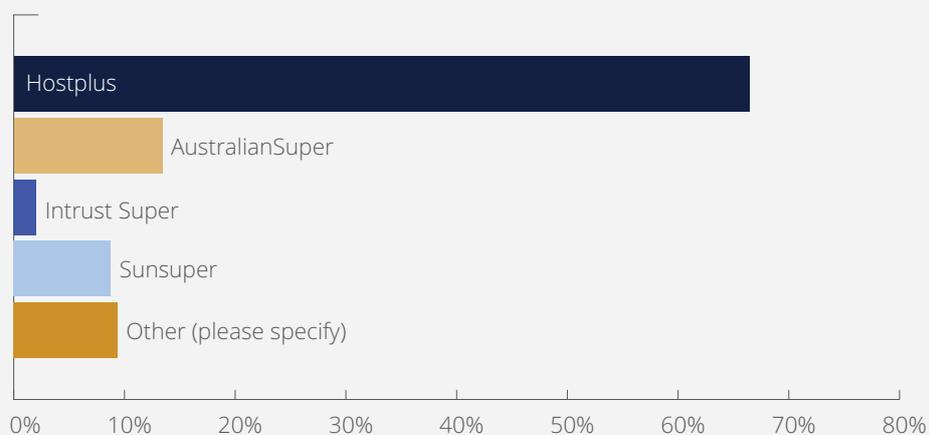
For superannuation, most businesses (66.4 per cent) used hospitality specific superfund Hostplus, with 13.4 per cent electing to use Australian Super, showing that industry superfunds dominated the restaurant, café and catering space.

For payroll, the most popular frequency for processing payroll is weekly, with 70.3 per cent, followed by 25.8 per cent who process fortnightly and just 3.9 per cent who process monthly.

What Bank do you use in your business?



What Superannuation Fund is most popular within your business?

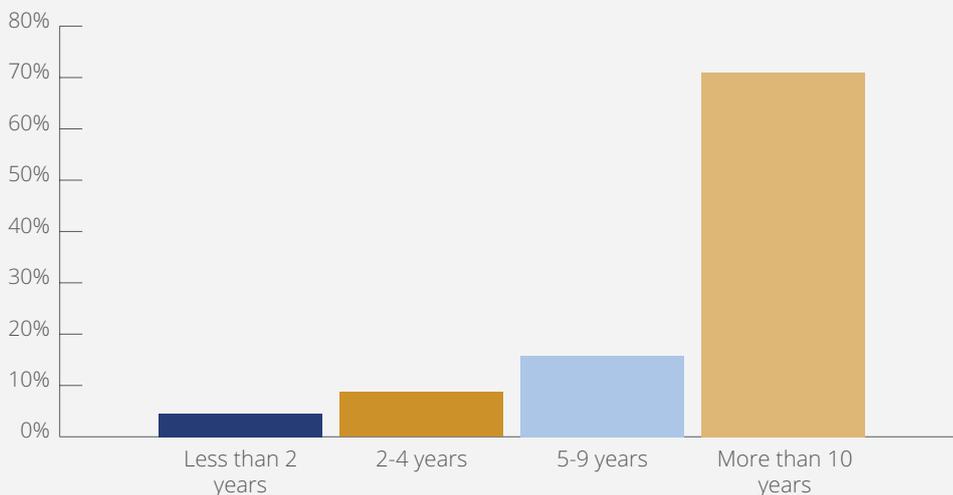


Industry Experience & Education

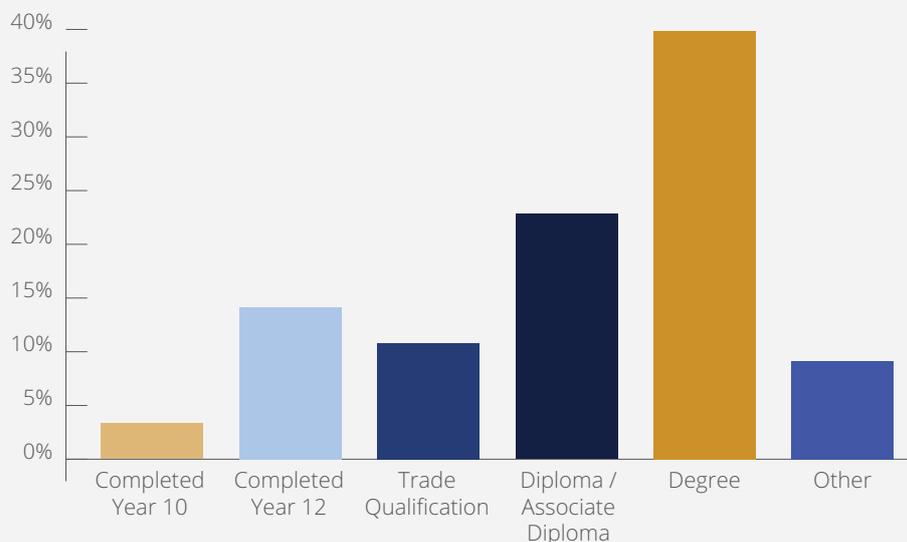
Respondents to the 2020 survey were also asked two questions relating to their experience in the hospitality sector and the highest level of education achieved. This year, 71 per cent indicated that they held more than 10 years' experience in the hospitality sector, with 15.8 per cent indicating they held between 5-9 years' experience.

Respondents were also asked about the highest level of education completed, with 39.8 per cent indicating degree level qualifications, followed by diploma level qualifications with 22.8 per cent. The third most common response was completion of year 12 studies, with 14.1 per cent. Only 10.8 per cent of respondents had completed a trade qualification.

How many years have you worked in the hospitality industry?



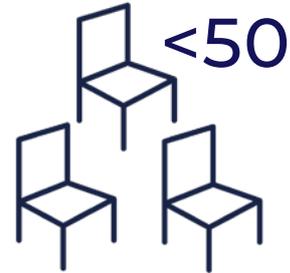
What is the highest level of education you have completed?



A majority of businesses have problems related to outdoor dining areas



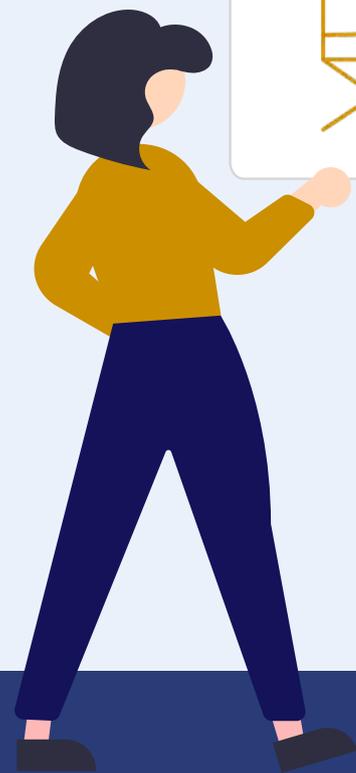
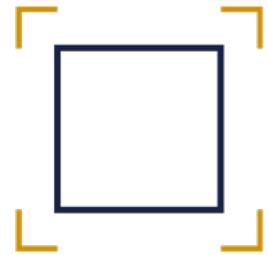
Most businesses who do have outdoor dining have limited space (between 0-50 seats)



1 in 3 businesses do not have an outdoor area



Lack of space is number one reason for businesses not pursuing outdoor dining, not costs or difficulty in applying for permits



CHAPTER 2

Outdoor Dining

Use of Outdoor Dining

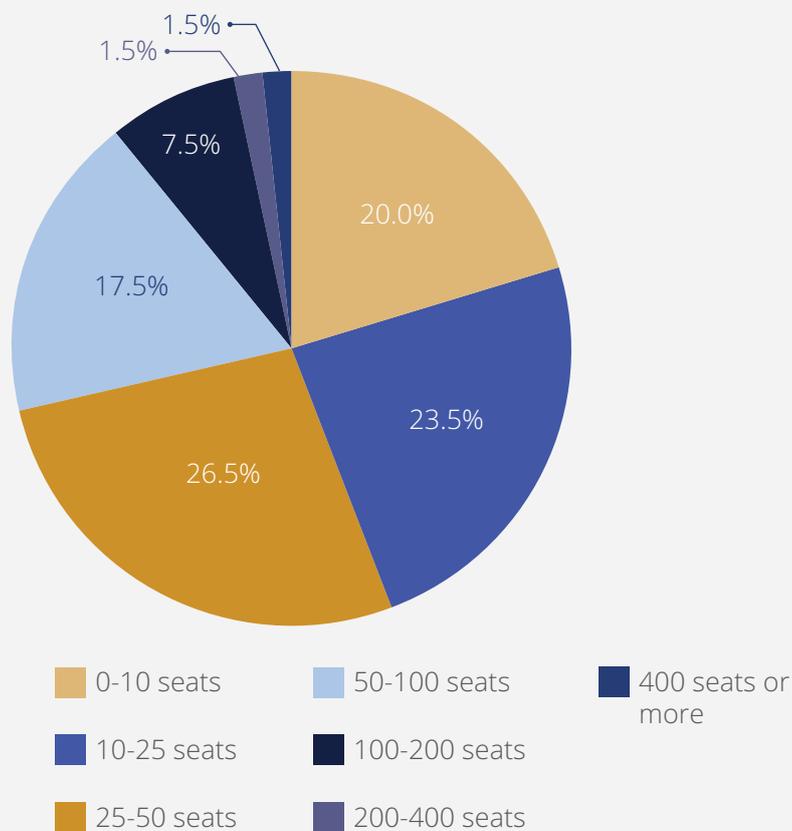
Participants in this year’s survey were again asked about their outdoor dining areas in terms of the number of occupants, the cost of leasing this space and any other issues that they had experienced. Of those surveyed, 67.5 per cent indicated they had an outdoor dining space as part of their business.

Size of Outdoor Dining Space

Of those business who indicated they did offer outdoor dining, the most common size was between 25-50 seats, with 26.5 per cent of respondents followed by 10-25 & 0-10 seats, with 23.5 per cent and 20 per cent of respondents respectively.

This data indicates that whilst outdoor dining has been prioritized through the COVID-19 Pandemic as part of re-opening plans, many businesses cannot take advantage of these measures and the majority that can have limited space outdoors.

What is the capacity of your outdoor dining area?



Why Businesses Don't Offer Outdoor Dining

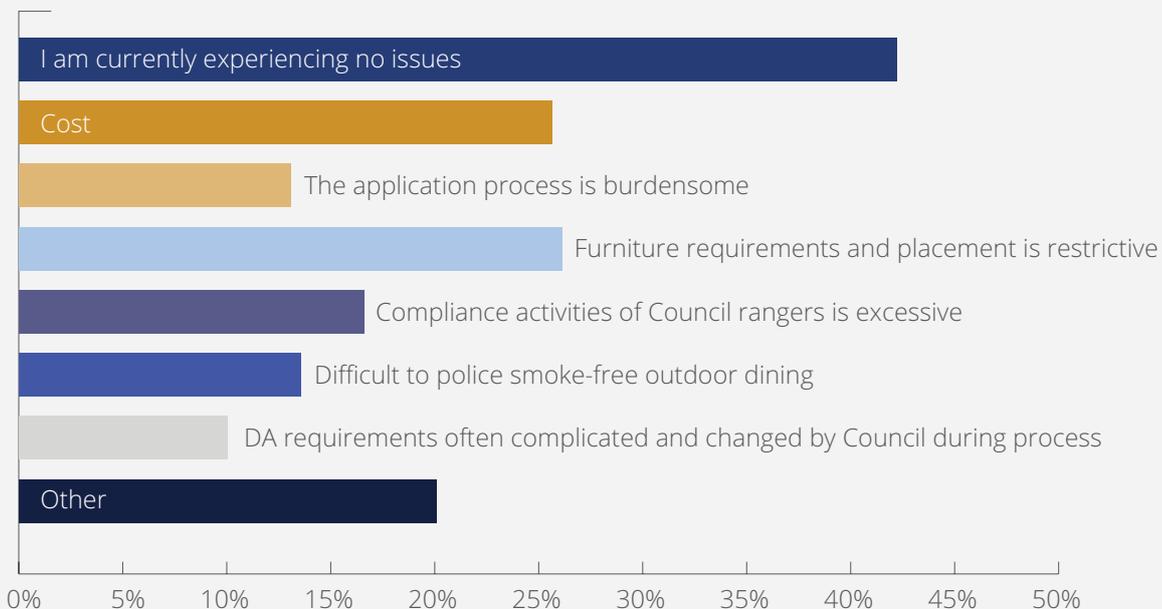
Businesses who don't offer outdoor dining about the main reason why it is not a part of their business, with 19.4 per cent indicating a lack of available space for outdoor dining and 16 per cent stating that their business was not suitable for outdoor dining, which relates to conscious business decisions relating to indoor dining rooms or liquor license issues. Just 7 per cent indicated that application processes were too difficult and percent state cost of permits and furniture stopped them from pursuing dining outdoors.

Operating Effectively Outdoors

Finally, respondents were asked what their biggest issues were in terms of operating an outdoor dining area effectively. 42.2 per cent indicated they are experiencing no issues, down significantly from 55.9 per cent in 2019. Furniture requirements and restrictive placement rules was the second largest issue, with 26.1 per cent. Cost ranked third, attracting 25.6 per cent of respondents. 16.6 per cent stated that excessive compliance activity from council rangers was their biggest issue, more than doubling from last year

For the first time, a majority of respondents did have some problems with their outdoor dining area.

What are the biggest issues you face in operating your outdoor dining area effectively?

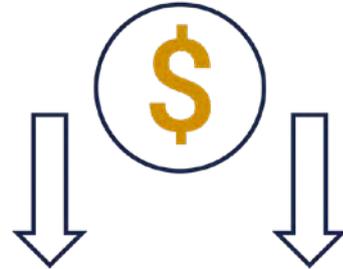


95.7% expect to be operating in 12 months' time



12 mths

More than half of all business expect profitability to decrease or remain the same



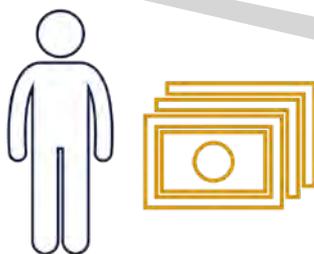
1 in 4 expect sales to drop



2 in 3 businesses expect their staffing levels to either stay the same or to drop over



Wage Costs are single biggest issue facing the sector (2nd is skills 3rd is COVID-19 restrictions)



CHAPTER 3

Business Expectations

Businesses were significantly more pessimistic in their outlook over the next 12 months compared to last year. Respondents were asked how they expected their business to trend over the next 12 months in key areas such as sales, staff, profitability and capital expenditure.

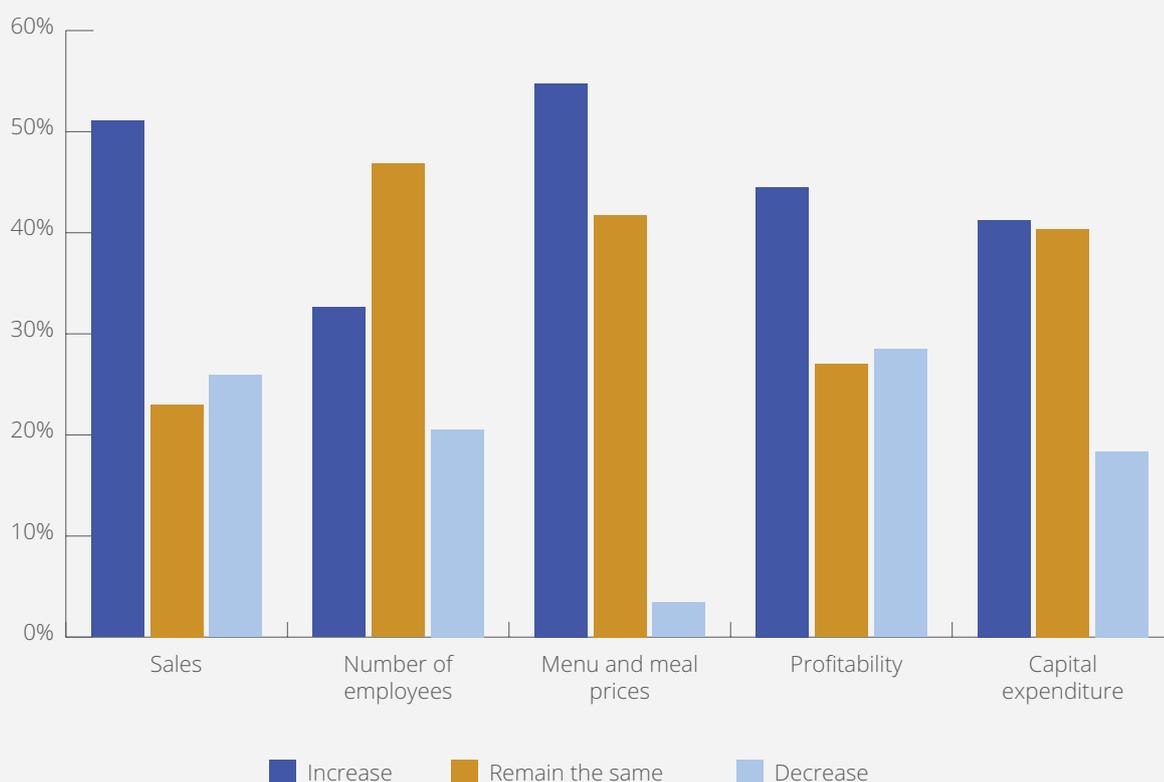
Business owners were also asked whether they expected their business to be operating 12 months from now, with 95.7 per cent indicating they were confident they would still be operating this time next year.

Business Trends

The 2020 survey showed the real impact of the COVID-19 Pandemic on business confidence in the restaurant, café and catering sector, with 55.5 per cent of business expecting profitability to decrease or remain the same, and 67.4 per cent expecting their staffing levels to either stay the same or to drop over the next 12 months. While a slim majority (51.1 per cent) expected sales to rise, more than double the number of business expected them to decrease compared to last year, with 25.9 per cent expecting a drop compared to 10.3 per cent in 2019.

54.8 per cent of respondents also indicated they expected menu and meal prices to rise over the next 12 months.

How do you expect your business to trend in the next 12 months in relation to the following?



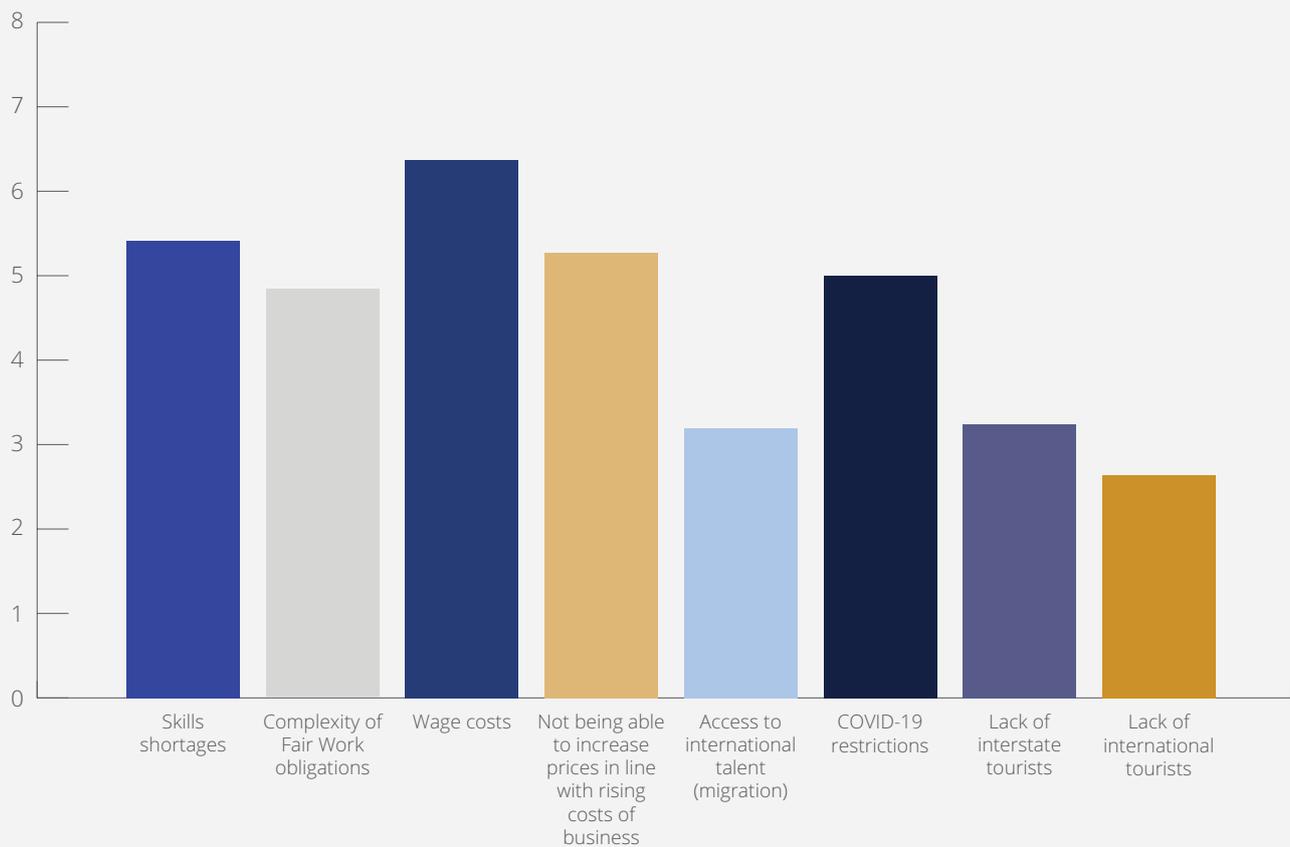
Key Industry Issues

Business were also asked to rank policy issues facing the sector and identify the single most important issue facing the sector today. Compared to the 2019 survey, new options were made available including COVID-19 restrictions on their business, lack of interstate tourists and lack of international tourists.

In 2019, the most important industry policy issue listed by respondents was an inability to increase prices in line with rising costs, followed closely by high minimum wages and skills shortages.

For the 2020 survey, the single largest issue identified by respondents was wage costs (34 per cent), followed by skills shortages (19.5 per cent) and COVID-19 restrictions (18.3 per cent). Inability to raise prices, which was listed as the most important issue last year, has fallen to fourth in 2020.

Rank the following industry issues in order of importance.



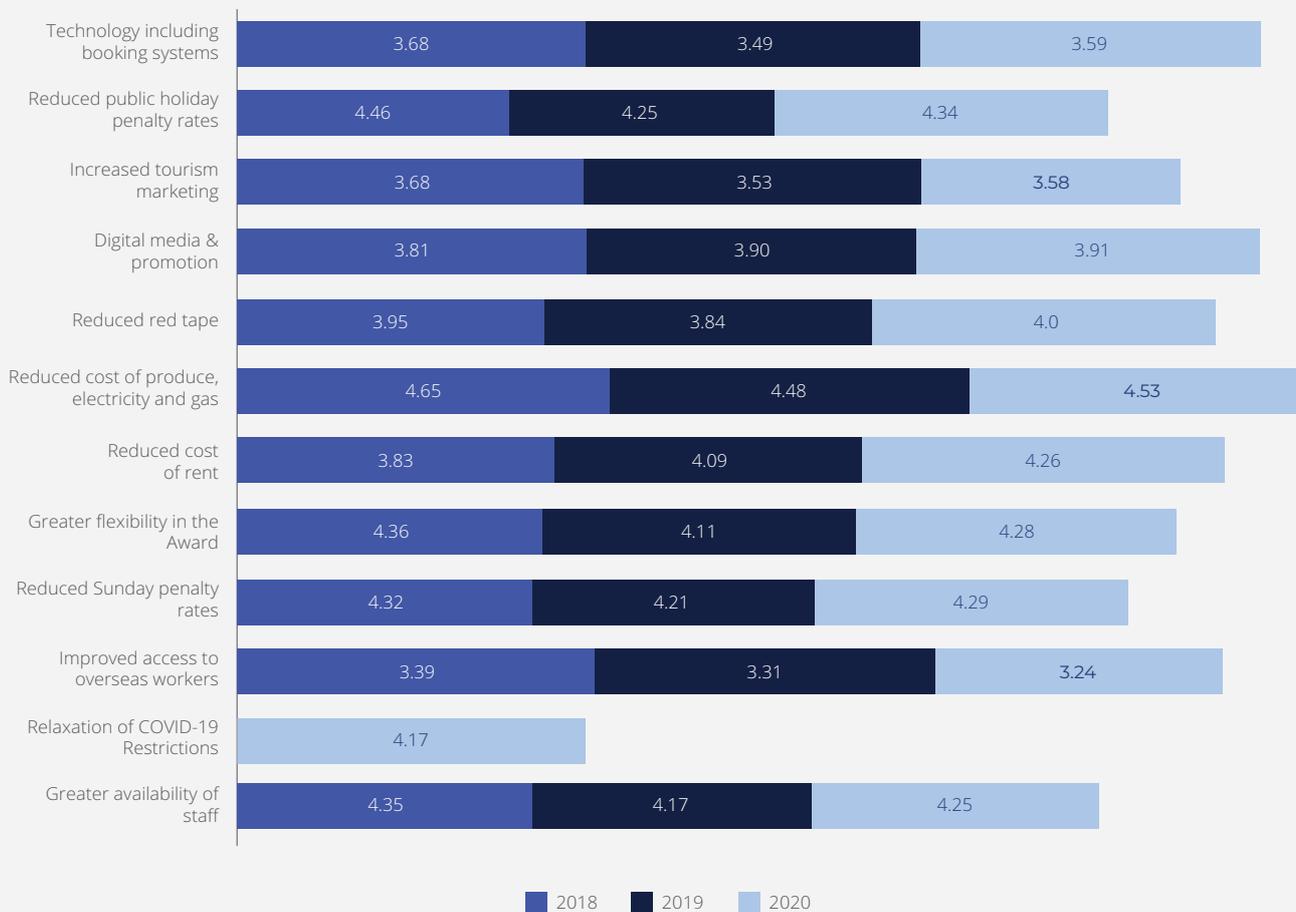
Success Factors

When asked about the most important factors in determining their businesses' success (respondents were asked to provide a number out of 10 with 10 being the most important and 1 being the least important), 2020 respondents indicated that food quality continues to be single largest factor contributing to business success, with a weighted average of 9.6. This was followed by service quality (9.5), and consistency and meeting customer expectations (9.4). The least important factor continues was work-life balance.

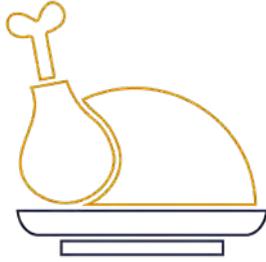
Contributing Factors To Business Success

2020 survey respondents were also asked what changes to their current operating environment would make the biggest difference to running their business successfully. *'reduced cost of produce, electricity and gas'* ranked highest with 4.53 out of 5, with *'Reduced penalty rates on public holidays'* ranking second with 4.34 out of 5. The least important factor continued to be improved access to overseas workers, with 3.24 out of 5.

Which of the following would make the biggest difference to running your business successfully?



Food costs have dropped to 32%



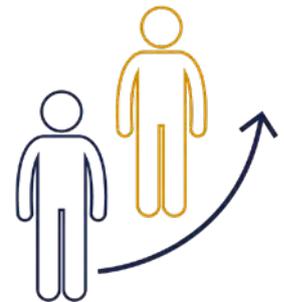
Wage costs have dropped significantly for first time due to COVID-19 restrictions



More than 1 in three businesses failed to turn a profit in the 2019-20 Financial Year



Occupancy costs have risen sharply to greater than 25% for first time



CHAPTER 4

Business Costs and Expenses

Food & Beverage Cost of Sales

In another sign of how the COVID-19 Pandemic has significantly altered the restaurant, catering and café industry, food cost of sales dramatically dropped from 37 per cent in 2019 to just 32 per cent in 2020. Beverage cost of sales remained unchanged from at 28 per cent. For both categories, the average reported figure from businesses has fluctuated across the last five financial year periods but the food cost of sales is the lowest for the reported period.

Item	2019-20	2018-19	2016-17	2015-16	2014-15	2013-14
Food (cost of sales %)	32%	37%	34.1%	31.6%	31.2%	34.9%
Beverage (cost of sales %)	28%	28%	32.6%	29.2%	29.3%	31.8%

Occupancy Costs

Average business occupancy costs rose sharply to 27.3 per cent from 16 per cent in 2019. This is the largest cost percentage recorded and is likely due to the impact of the COVID-19 Pandemic on businesses in the restaurant, café and catering sector.

Average rent expenses rose to 12.4 per cent from 9 percent in 2019, where rates and taxes & property insurance also rose to 9.6 per cent and 4.3 per cent respectively.

Item	2019-20	2018-19	2016-17	2015-16	2014-15	2013-14
Rent %	13.4%	9.0%	8.3%	7.5%	8.3%	8.7%
Rates and Taxes (Outgoings) %	9.6%	4.0%	5.7%	4.8%	3.7%	4.7%
Property Insurance %	4.3%	3.0%	2.6%	1.3%	0.8%	1.5%
Total Occupancy Costs %	27.3%	16.0%	16.6%	13.6%	12.8%	14.9%

Business Costs

Respondents were asked to provide an approximate of various costs associated with operating their business as a percentage. The list below does not represent all business expenses experienced by a restaurant, café or catering business nor will all expenses listed apply to some establishments. The following fields are an average of common business expenses based on the standard chart of accounts.

Please Note: Food and beverage expense items are recorded as a proportion of specific revenue (i.e. food cost/food sales). All other expenses are displayed as the average of percentage rates declared by respondents. Therefore, the summation of total business expenses will not equal 100 per cent.

Expense Item	2019-20	2018-19	2016-17	2015-16	2014-15
Food (food cost to food sales)	32%	37%	34.1%	31.6%	31.2%
Beverage (beverage cost to beverage sales)	28%	28%	32.6%	29.2%	29.3%
Rent	13.4%	9%	8.3%	7.5%	8.3%
Rates and Taxes	9.6%	4%	5.7%	4.8%	3.7%
Property Insurance	4.3%	3%	2.6%	1.3%	0.8%
Electricity, lighting and gas	9.7%	9%	5.1%	3.4%	3.2%
Wages and salaries (including super)	32%	41%	39.6%	37.0%	37.9%
Staff on-costs (payroll tax, workers compensation)	7.8%	8%	6.7%	5.3%	5.4%
Staff training	3%	2%	1.8%	1.7%	0.9%
Equipment, depreciation / lease	4.8%	5%	3.6%	3.6%	2.7%
Repairs, maintenance and replacement	4.9%	4%	3.6%	2.9%	2.5%
Cleaning, laundry and rubbish removal	3.3%	3%	2.2%	2.1%	2.0%
Other Insurance	3.7%	3%	2.4%	2.1%	1.5%
Interest	2.7%	3%	1.7%	1.8%	1.0%
Accounting and management	4.3%	4%	2.6%	2.5%	2.5%
Advertising and promotion (social media/website)	3.6%	4%	3.4%	2.7%	2.9%
Printing and stationery	2.1%	2%	1.5%	1.5%	0.8%
Credit card charges	2.5%	2%	2%	1.9%	1.3%
Telephone and postage	2.3%	2%	1.8%	1.4%	0.8%
Travel (including motor vehicle expenses)	3.5%	3%	2.4%	1.7%	1.0%

Wages and salaries (including superannuation) represented 32 per cent of overall business expenditure in the 2020 survey, down from the 41 per cent expressed in the 2019 survey. This can be partially explained by the impact of COVID-19 lockdowns and shutdowns which forced many of these businesses into takeaway and delivery only – which carries a far lower labour costs.

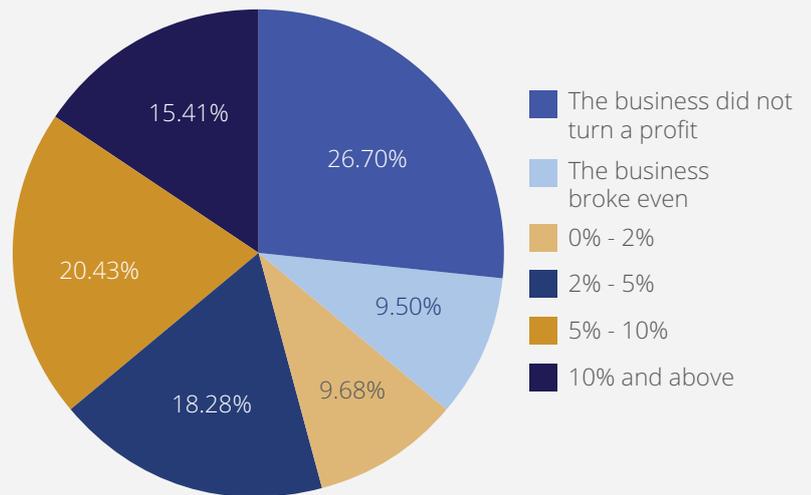
When calculating the total cost of staff, including on-costs such as payroll tax, workers compensation and staff training costs, the total percentage spend decreases to 42.8 per cent, down from 51 per cent in 2019.

Net Profits

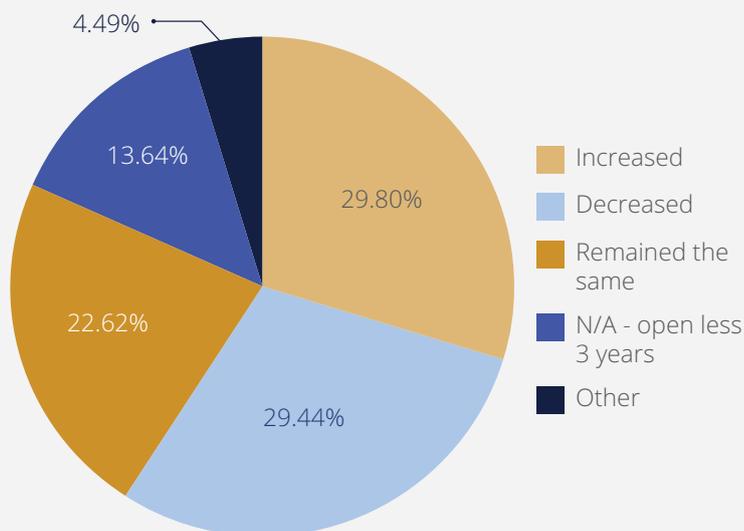
Two questions were asked of respondents relating to profits made in their businesses. Directly, respondents were asked what the yearly net profit after tax was, expressed as a percentage of yearly turnover for the 2019-20 financial year. This question was not asked in last year's survey.

In a sign of worsening business conditions for restaurants, cafes and caterers, 26.7 per cent of business indicated their businesses did not turn a profit in the last financial year, representing the most common response to this question. 9.5 per cent of businesses indicated the business broke even. Of those businesses who did turn a profit, between 5-10% and 2-5% were the most common responses, with 20.4 per cent and 18.3 per cent.

What is your yearly net profit after tax expressed as a percentage (%) of your yearly turnover for the 2019-20 financial year?



Over the past 3 years, has your net profit:



A second question was asked relating to the changes in net profit over the last 3 years, which has been asked in previous surveys. Responses were evenly spread between those businesses reporting an increase, decrease or no change to their profits over the last 3 years.

13.6 per cent of businesses indicated they had been open less than 3 years, a drop from 2019 (16.9 per cent).

**Word of Mouth
continues to be most
effective recruitment
method**



**Chefs Continue to
be most difficult
position to fill**



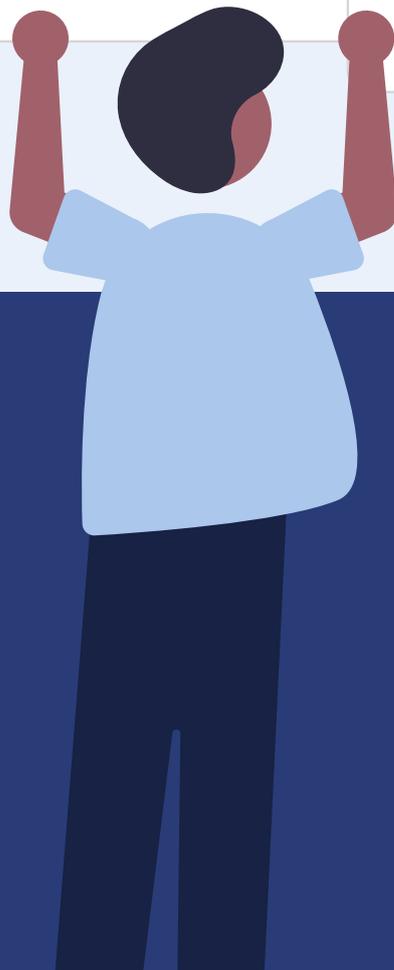
**1 in 4 businesses do not
spend any funds training
staff, and a majority
of businesses have no
structured training program.**



**Only 1 in 10
businesses
have found
hiring staff
to be easier
despite rising
unemployment
rates.**



1 in 10



CHAPTER 5

Staff & Skills Shortages

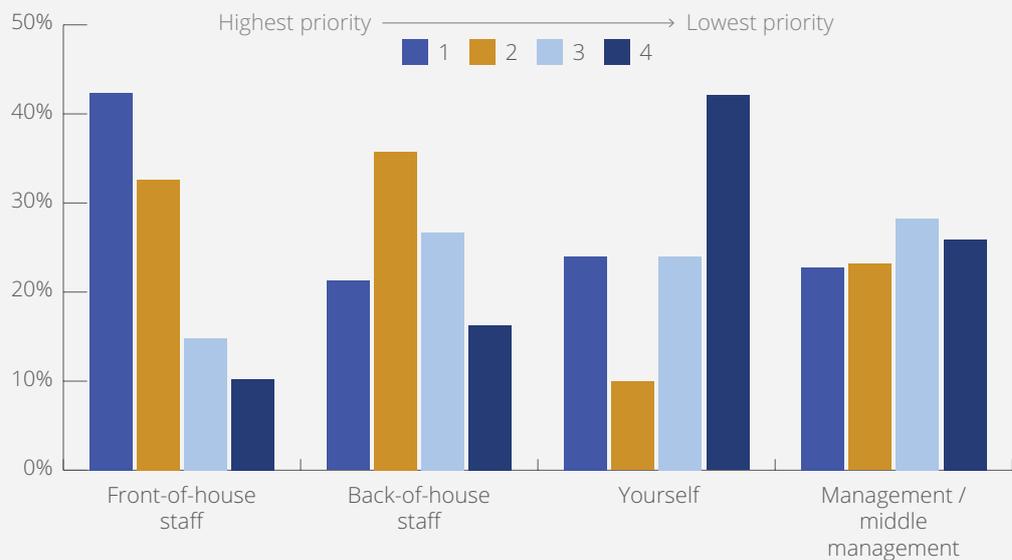
Staff Training

The 2020 survey again focused on how businesses train staff. Respondents were asked if the business had a structured or formal staff training program, with only 43.8 per cent of businesses indicating they did, down significantly from last year. When asked about online offerings, 60.2 per cent indicated they would use a low-cost online induction/training course if it was available to them when hiring new staff.

When asked how much, on a per monthly basis, they estimated they spend on staff training, 26.5 indicated they did not invest any money into staff training, 37.5 per cent indicated that they spent less than \$200 per month.

When asked about priority training areas in the business, 42.4 per cent of businesses indicated that training front of house staff was the highest priority, down slightly from last year. The second most important area was the owner themselves, with 24 per cent, up from 17.8 per cent the previous year.

What are your priorities for staff training?



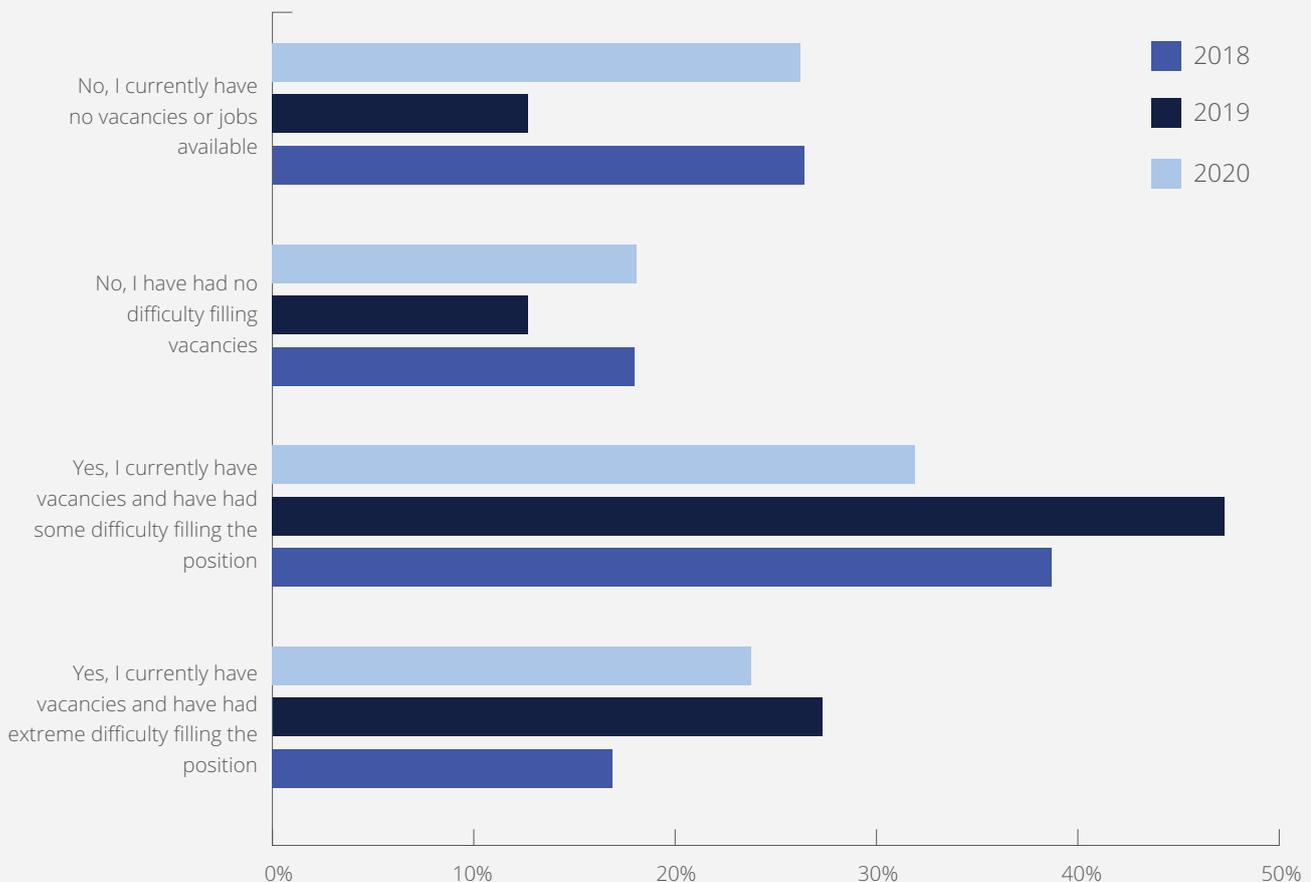
Access to both skilled and unskilled labour remains one of the most pressing issues facing restaurant, café and catering business owners across Australia., Which has been greatly exacerbated by the lack of access to international labour due to the COVID-19 Pandemic.

This year's survey asked respondents a series of questions regarding the availability and ease of finding staff for their business. Identical questions from previous year's surveys were asked to gain an understanding of how businesses' accessibility to skilled labour had improved or deteriorated over the three-year period.

Vacancies

Respondents were asked whether they were currently having trouble hiring staff, with 31.9 per cent indicating they did have vacancies they were struggling to fill. 23.8 per cent indicated they were experiencing extreme difficulty in filling positions. Just 18.1 per cent indicated they haven't had trouble filling vacancies.

Are you currently experiencing difficulty hiring staff?

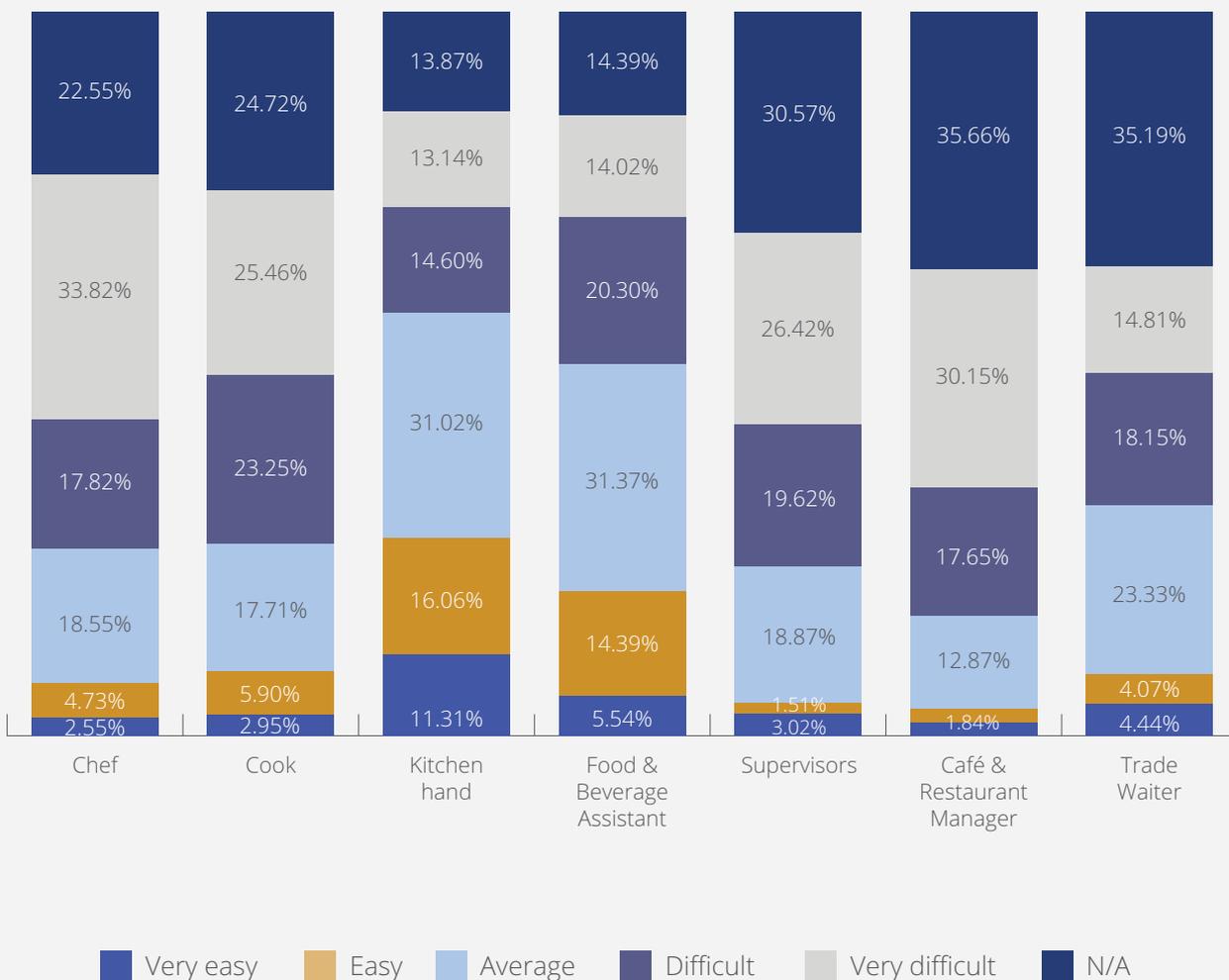


Survey respondents were also asked whether they believed it was more or less difficult to fill key positions compared to last year, in order to measure how the COVID-19 Pandemic has affected businesses ability to hire staff. 46.1 per cent indicated it was more difficult than last year to fill vacant positions, with 42.6 per cent saying it was about the same as last year and 11.4 per cent indicating it was easier than last year.

Difficulty In Filling Certain Positions

Businesses who did indicate that they had vacancies that were required to be filled in the past 12 months were asked how easy or difficult certain key positions were to fill. Chefs were again the most difficult positions to fill, with 33.8 per cent of businesses indicating it was 'very difficult' to fill these positions, although this was down from the previous year. 30.2 per cent of businesses also reported that it was 'very difficult' to recruit café and restaurant managers to fill vacancies in their businesses. The simplest position to fill was Kitchen Hand, with 27.4 per cent of respondents indicating it was either easy or very easy to find people.

If you have had vacancies in the past 12 months, how easy or difficult has it been to fill the following positions?

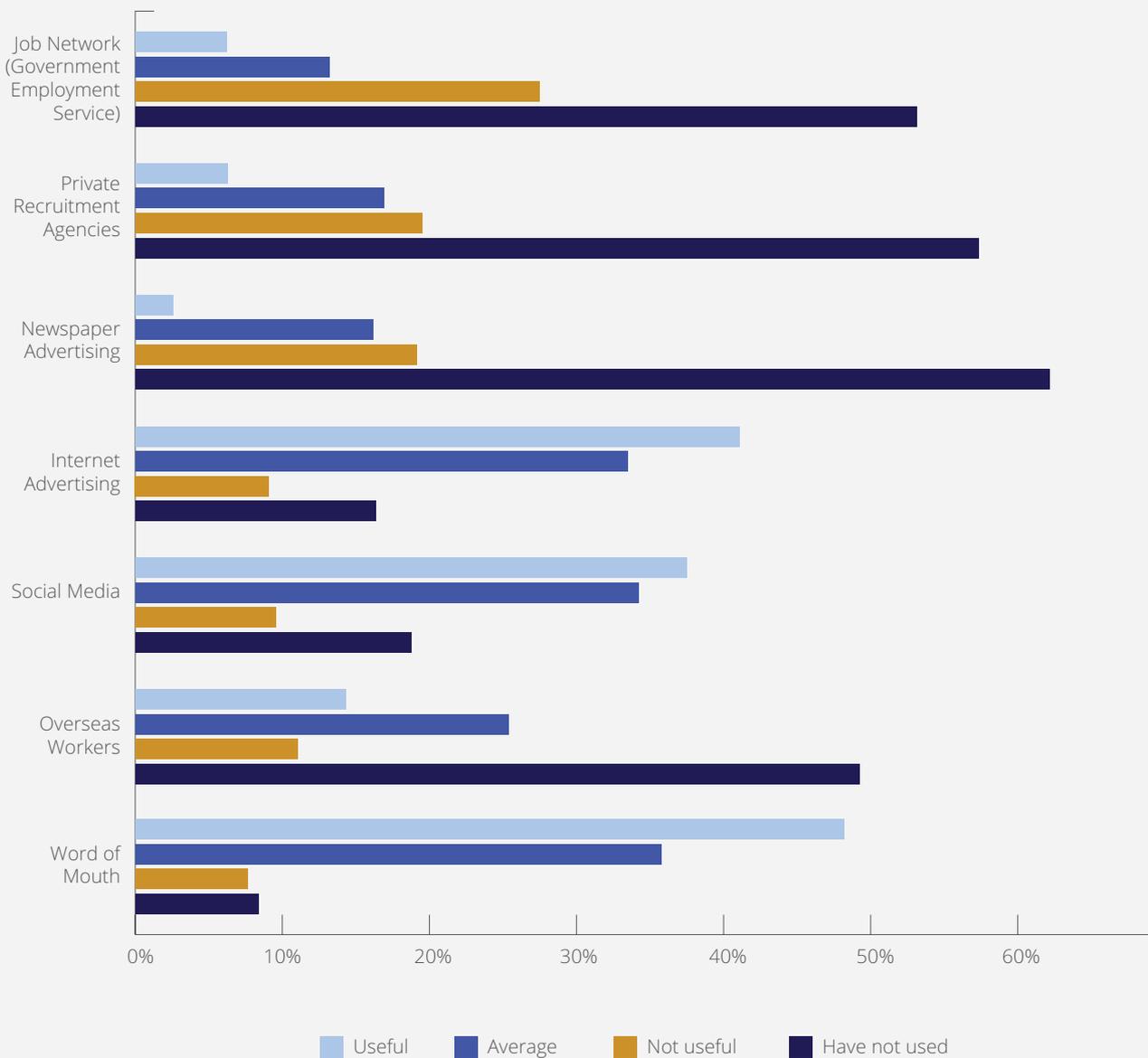


Recruitment Practices of Employees

Respondents were asked which recruitment methods they found useful in attracting staff. Word of mouth was ranked as the most effective recruitment tool, with 48.2 per cent of respondents indicating this method was the most useful method to find staff. Internet advertising was ranked as the second most useful recruitment tool for staff with 41.1 per cent indicating they this useful.

Job Networks and Private Recruitment agencies were among the least useful methods, with only 6.2 find both methods useful.

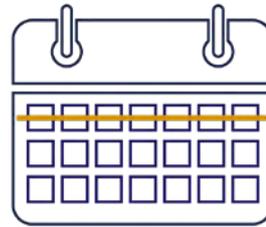
Please rate how useful you have found the following recruitment methods over the past 12 months?



2 out of every 3 business owners underpay themselves in some way to make ends meet in the business



1 in 5 businesses rely on owners completing more than 40 hours per week of unpaid work

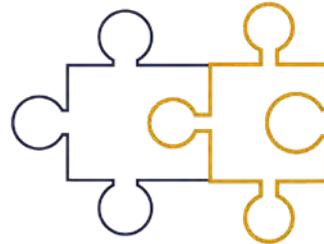


40hrs+

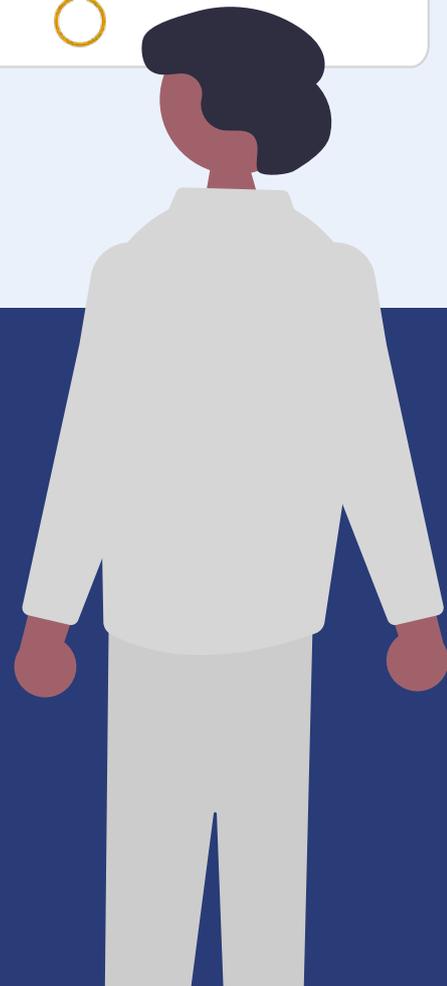
Group booking surcharging has tripled compared to 2019 levels



54.4% of respondents said complexity in the award system was the number one contributor to non-compliance



62.9% of businesses choose not to open on Christmas day



CHAPTER 6

Industrial Relations & Trading Hours

As part of the 2020 survey, businesses were asked several questions regarding their trading practices on both Sundays and Public Holidays and whether they applied a surcharge at any of these times.

Trading Hours

In the 2020 survey, 53.6 per cent of businesses indicated that they opened on Sundays and Public Holidays, a slight drop from the previous year. 22.2 per cent of businesses indicated that they opened on Sundays but closed on Public Holidays.

The survey also showed more businesses are choosing to close on Sundays and public holidays, which is directly related the high cost of labour on those days.

Hours of operation	2020 (2019-20 FY)	2018-19 (2018-19 FY)	2016-17 (2016-17 FY)	2015-16 (2015-16 FY)	2014-15 (2014-15 FY)	2013-14 (2013-14 FY)
Open Sundays but not Public Holidays	21.2%	21.3%	24.1%	20.2%	19.4%	22.6%
Open both Sundays and Public Holidays	53.6%	57.0%	51.8%	50.9%	54.7%	48.0%
Open some Sundays and Public Holidays	5.8%	5.8%	8.9%	8.8%	7.9%	10.2%
Closed Sunday and Public Holidays	14.7%	12.3%	9.8%	12.3%	13.7%	13.6%
Other	3.8%	3.6%	5.3%	7.9%	4.3%	5.6%

Public Holidays

Businesses were asked which Public Holidays they opened for as well as the services that they provided on each of these days (breakfast, lunch and dinner). As the survey was distributed nationally, certain state-specific and regional-specific Public Holidays were not included.

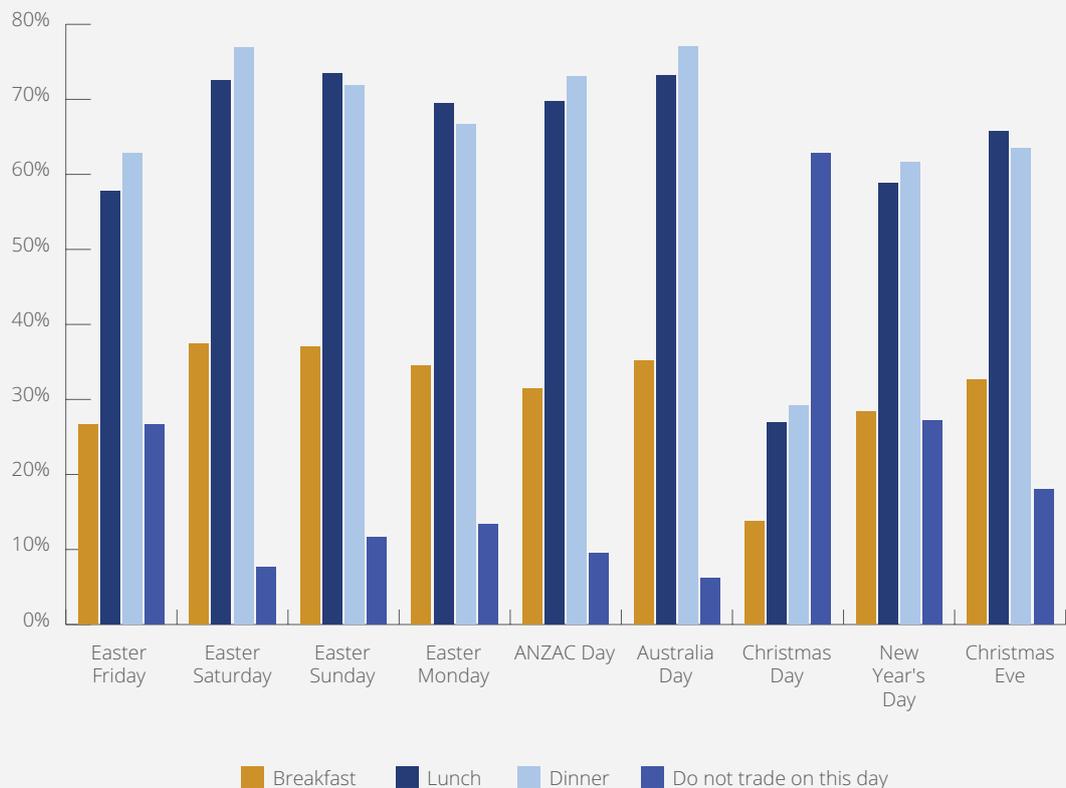
The included Public Holidays were Australia Day, ANZAC DAY, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and New Year's Day.

The most popular public holiday to open was Australia Day, with only 6.2 per cent of respondents indicating they did not open on this day at all, followed by Easter Saturday (7.7 per cent).

The least popular holiday to open was overwhelmingly Christmas day, with 62.9 per cent of businesses choosing not to open on this day.

Due to the recent introduction of a Christmas Eve Part-Day Public Holiday in QLD, joining states who already celebrated the holiday such as SA & NT, this question was asked for the first time. Respondents indicated that 63.5 per cent of businesses chose to remain open despite the added labour costs.

Please indicate which of the following Public Holidays you are open and what service you provide on these days:



Surcharging

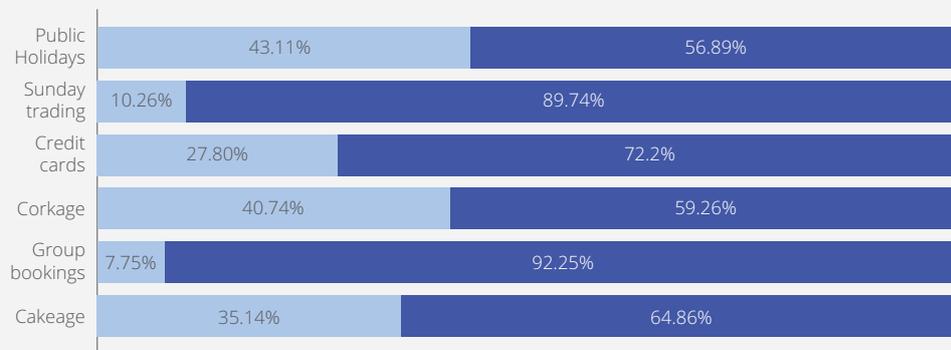
Respondents to the 2020 survey were asked about their practices in terms of surcharging including what item or items they applied surcharges to and whether they chose to apply surcharges on Sundays and Public Holidays. 43.1 per cent of respondents indicated that they applied a Public Holiday surcharge, an increase from 2019 levels. 40.7 indicated they did charge a corkage surcharge and 27.8 per cent indicated that they charged a surcharge on credit card use.

Of the respondents who reported that they applied a surcharge on Public Holidays and/or Sundays, most indicated that they did so at either 10 or 15 per cent as was the case in previous year's surveys.

In terms of other commonly used surcharges, group booking surcharges have more than tripled from the 2019 survey to 7.8 per cent from 2.3 per cent the previous year.

Do you charge a surcharge for any of the following?

■ YES ■ NO



Main Contributor to Fair Work Non-Compliance

Respondents to the 2020 Survey were also asked about their Fair Work obligations and efforts to ensure compliance in their business, including what they thought was the main contributors to non-compliance in the hospitality industry.

2020 respondents said complexity in the award system was the number one contributor

to non-compliance, with 54.4 per cent of respondents. The second most common contributor was a view that there were too many obligations on employers. For a second year in a row, the least common reason for non-compliance was 'Hospitality business owners don't care about compliance', with only 3.2 per cent of respondents.

Based on your insight, select the main contributors to non-compliance with regards to Fair Work Obligations in the hospitality industry.



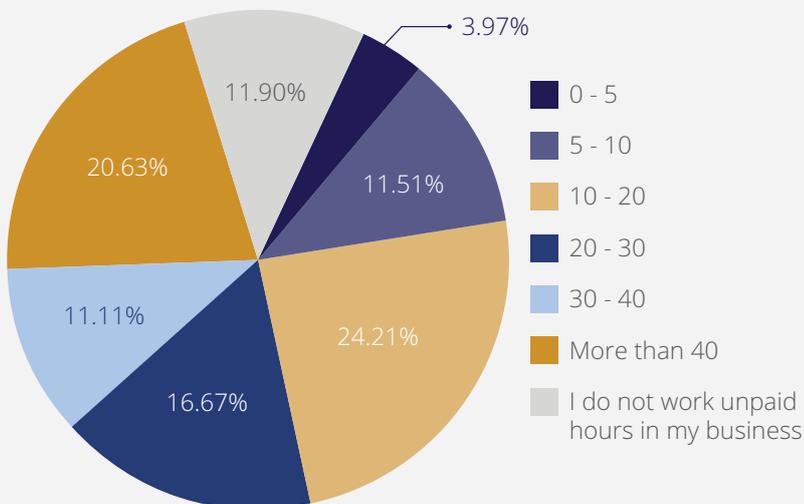
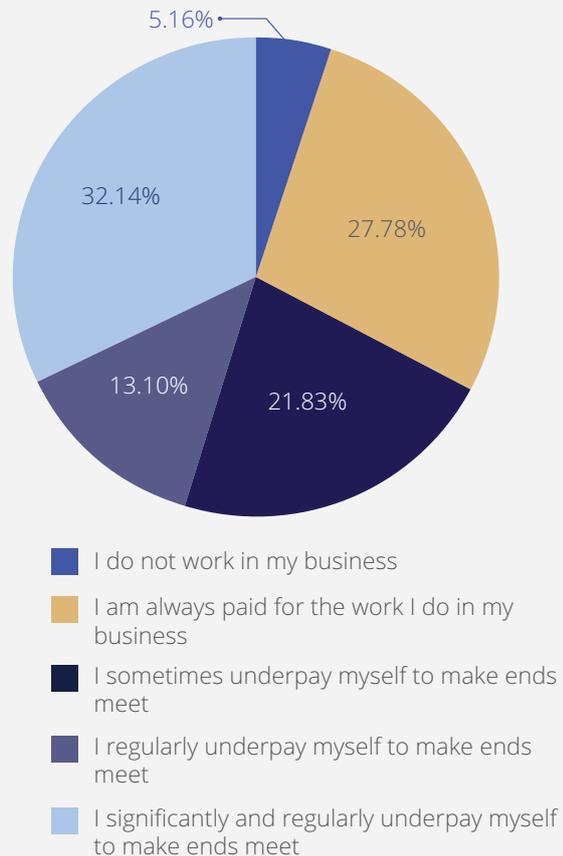
Business Owner Labour

The 2020 survey again asked business owners to reveal if they have ever failed to pay themselves at the appropriate award wage for the hours they have worked within their business. This is the second time this question has ever been asked as part of the survey. For the first time, a new question was added asking respondents to identify how many unpaid hours per week owners work their businesses.

32.1 per cent of business owners admitted to significantly and regularly underpaying themselves, with 13.1 per cent stating they regularly underpay themselves and 21.8 per cent indicating they sometimes underpay themselves.

Only 5.2 per cent of owners indicated they do not work in their business, down from 7.8 per cent last year. 27.8 per cent indicated that they always pay themselves the appropriate award rate when working in their business.

As a business owner, have you ever failed to pay yourself at the appropriate award wage? If so, how often?



How many unpaid hours a week do you work in your business?

When asked about how many unpaid hours a week business owners work in their business, only 11.9 per cent indicated that they do not do unpaid hours of work in their businesses. The most common response was between 10-20 hours per week, with 24.2 per cent of respondents. Surprisingly, 20.6 per cent indicated they work more than 40 hours per week in their business.

The COVID-19 pandemic is the most common reason for introducing a new delivery platform

UberEats & Menulog were the two most popular platforms used



A majority of businesses choose not to use online reservation booking platforms

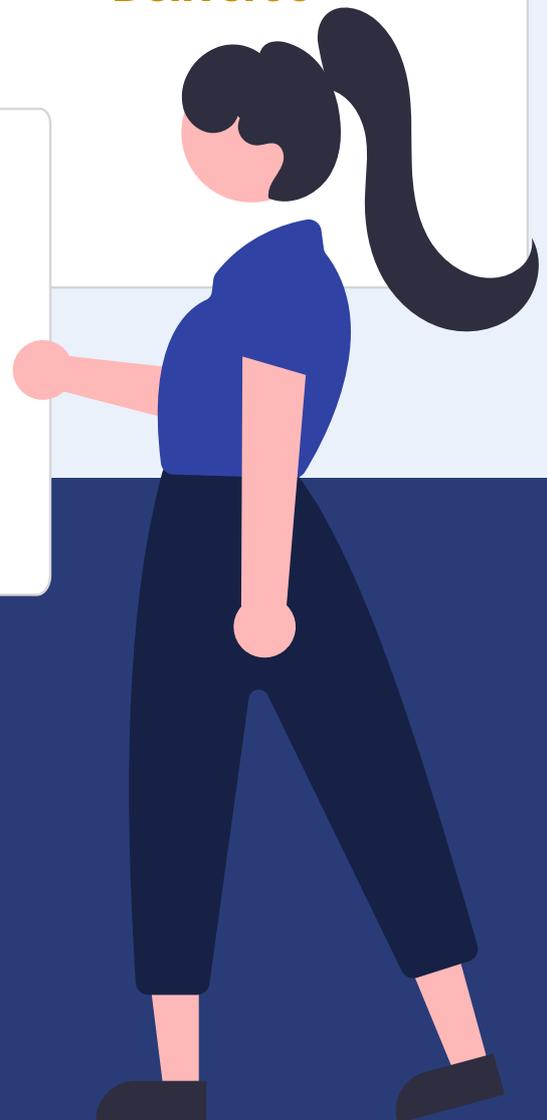


Payments methods like apple pay have increased five-fold in the last 12 months



More than 40% of businesses indicated they offered delivery through a third-party delivery platform such as UberEats, Menulog or Deliveroo

Cash accounts for just 1.5% of all spending



CHAPTER 7

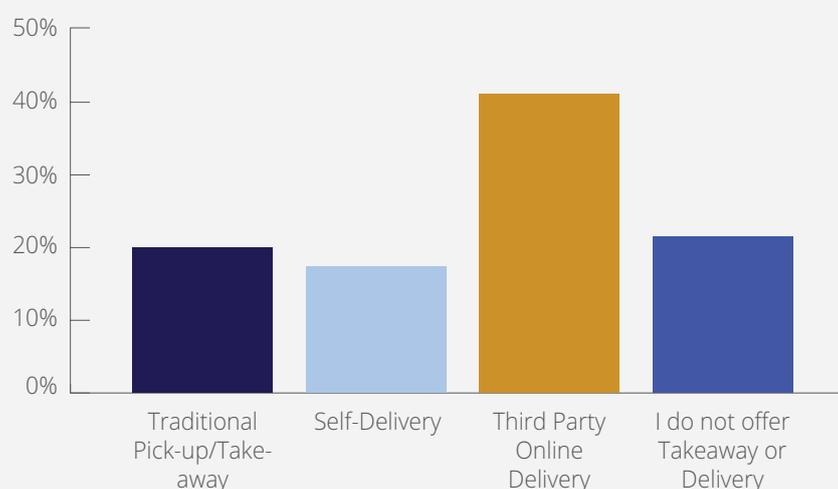
Use of Digital Technology

Popularity Online Takeaway and Delivery

The 2020 survey amended some questions relating to online takeaway and delivery compared to 2019 questions, noting the increased role of takeaway and delivery to the restaurant in industry due to the COVID-19 Pandemic as well as the expanded offering of many online platforms and aggregators into options such as pick-up and self-delivery.

The 2020 survey asked what options venues provided to customers seeking takeaway or delivery options, with 41.1 per cent of businesses indicating they offered delivery through a third-party delivery platform such as UberEats, Menulog or Deliveroo, which was the most common choice.

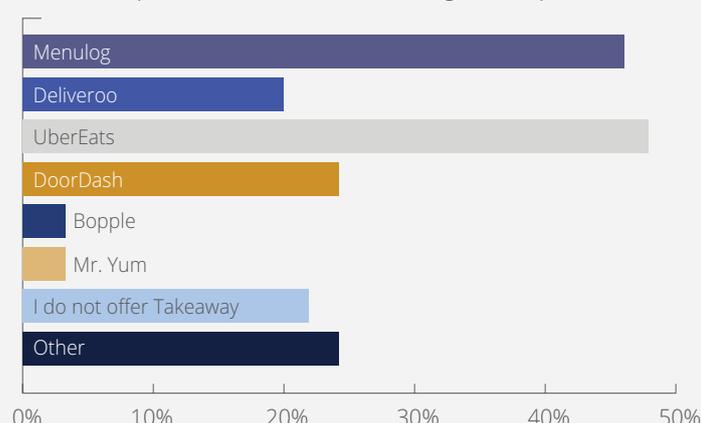
What kind of Online Takeaway or Delivery Platform do you provide in your business?



Choice of Platform

The 2020 survey asked respondents to name the online food delivery platform their business used, and to select multiple options if they used more than one platform. UberEats & Menulog were the two most popular platforms used, with 47.9 & 46.1 per cent respectively. DoorDash was the third most popular platform with 24.2 per cent. 20 per cent of respondents indicated that they used Deliveroo. Smaller self-delivery platforms such as Bopple & Mr Yum were also offered as choices, with 3.3 per cent of respondents each selecting this option.

Which of the following online platforms do you use? (if you use more than one tick each box for the platforms you use)



Choice of Platform *Continued*

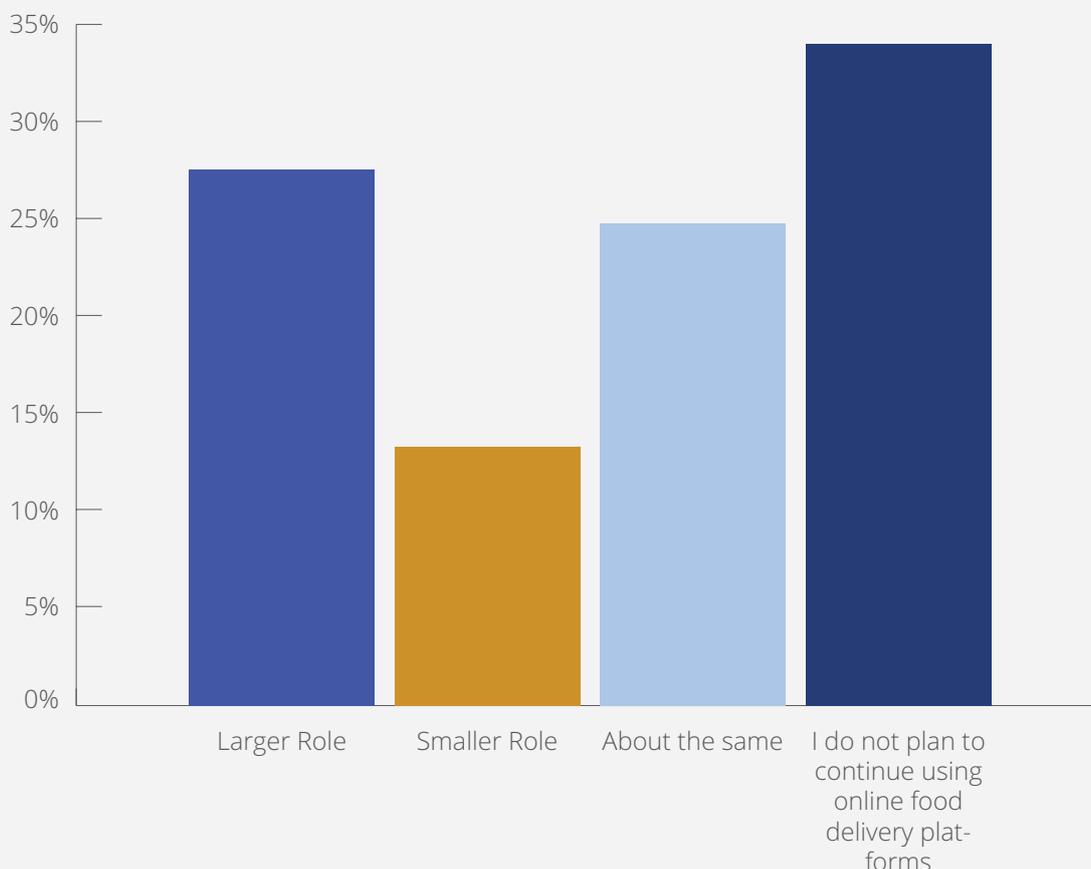
Of those businesses who did use a third-party platform, the most popular reason for their choice was COVID-19 (23.3 per cent), indicating the increased utilisation of these platforms as a result of COVID-19 restrictions and the pandemic. 21.2 per cent indicated that it was to increase their customer base and 20 per cent indicated it was to introduce a new revenue stream into the business.

Choosing an online platform to stay competitive with other local venues dropped significantly in this year’s survey, with just 7.4 per cent indicating this as their key reason compared to 32 per cent last year.

When asked ‘What role will online food delivery play in your business over the next 12 months?’, 27.7 per cent of respondents indicated that it would play a larger role, 24.9 per cent indicated it would play a similar role and only 13.4 per cent thought it would play a smaller role.

34.1 per cent indicated that they do not plan to continue using online food delivery platforms, indicating that many businesses saw online delivery platforms as a temporary measure designed to get them through the COVID-19 pandemic period.

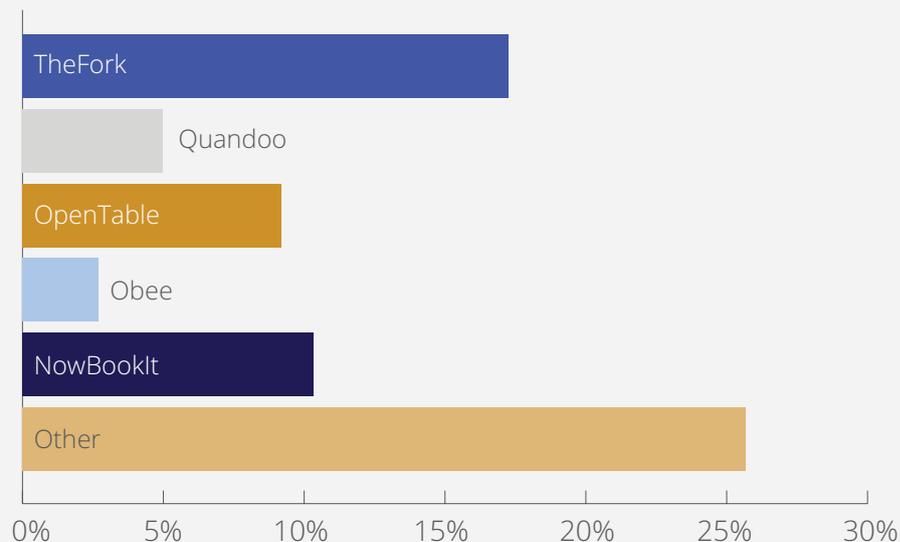
What role will online food delivery play in your business over the next 12 months?



Online Booking Providers

Respondents were asked again as part of the 2020 survey whether they used an online booking system in their business, with 45.1 per cent indicating that they did compared to 54.9 who indicated that they did not, this is a significant drop from 2019 and 2018 levels where a majority of businesses indicated they had used an online system. The popularity of certain platforms is mixed as shown below, with the Fork the most popular single brand, attracting 17.2 per cent of respondents.

What platform do you use?

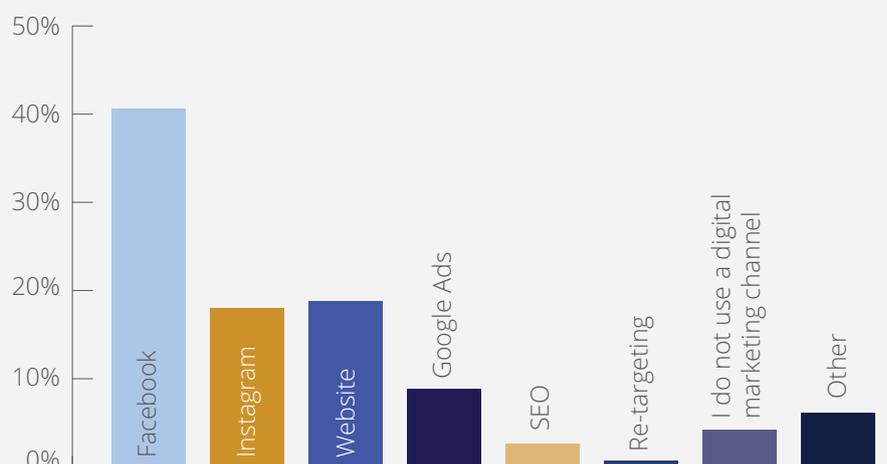


Digital Marketing

Businesses were asked about what digital marketing channels are most popular for restaurant, café and catering businesses. Respondents to the 2020 survey indicated that Facebook continues to be the most popular form of digital marketing, with 40.6 per cent of respondents choosing this option. Instagram and the business own website were also popular choices.

Respondents also indicated that Facebook continues to be the most effective way to attract new customers to their business, followed by Instagram.

What digital marketing channels do you currently use in your business?



Social Media Advertising

The 2020 survey also asked respondents about their use of social media advertising, with 65.5 per cent of respondents indicated that they spend money of social media ads.

Businesses were then asked to identify which social media platform has been the most effective in attracting new customers, with Facebook (57.9 per cent) & Instagram (24.1 per cent) the two standout platforms.

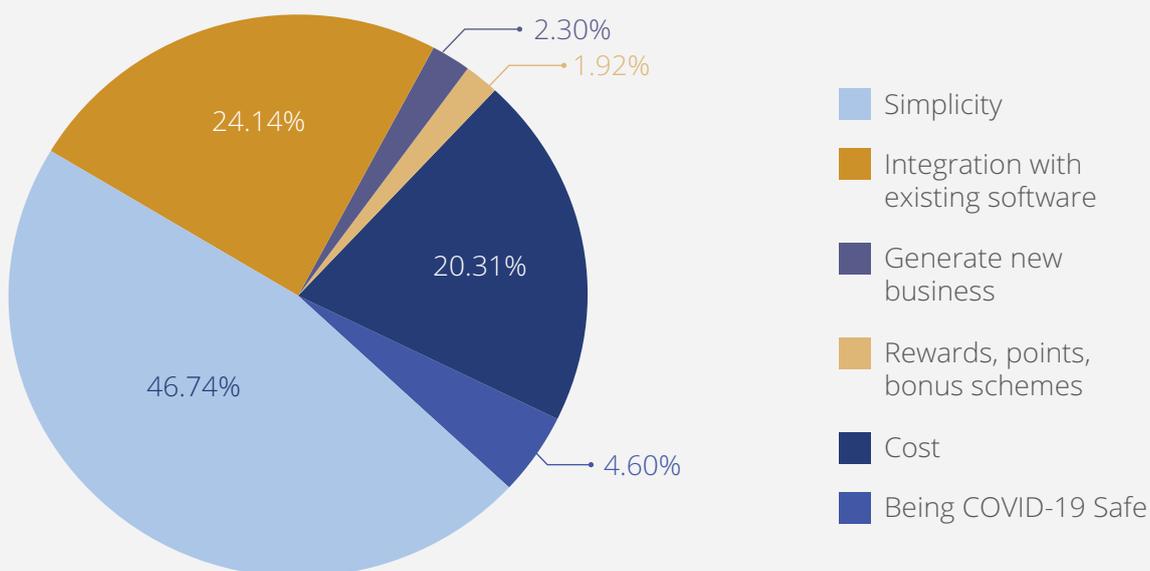
Payment Methods

The 2020 survey also asked businesses for detailed responses relating to payment methods and payment platforms. An overwhelming number of businesses indicated that card payment – either credit or debit card) – was the most common payment method (90 per cent). Phone or device touch payment e.g. Apple Pay significantly increased in 2020 to 5.4 per cent compared to just 0.9 percent in 2019. Cash continues to decrease in popularity, accounting for just 1.5 per cent of all respondents.

When asked about payment processing methods, the most common form of card payment was PayPass or ‘Tap & Go’ with 77.7 per cent of respondents indicating it was the method of choice for customers. This was followed by payment requiring the entering of a pin (10.8 per cent).

When asked about why businesses choose what payment methods to adopt in their businesses, simplicity (46.7 per cent) and integration with existing software (24.1 per cent) and cost (20.3) were listed as the most common reasons. COVID-19 Safety ranked at just 4.6 per cent.

What is your priority when considering what payment methods to use in your business?



CHAPTER 8

Use of Australian Wine

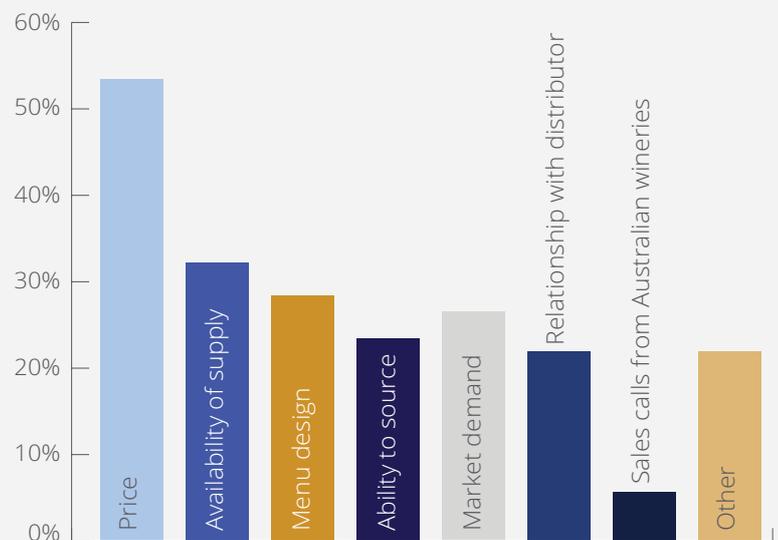
The 2020 survey also asked respondents for their views on the importance and role of Australian wines on their menu's, as well as better understanding how wine is supplied to restaurants.

33.7 per cent of respondents indicated that it is 'Very Important' to feature Australian wines on their wine list, with 25.8 per cent indicating it was 'important'. Only 4.55 per cent indicated it was not important. Surprisingly though, only 20.8 per cent of respondents indicated the percentage of Australian wines on their wine list increased over the last 5 years.

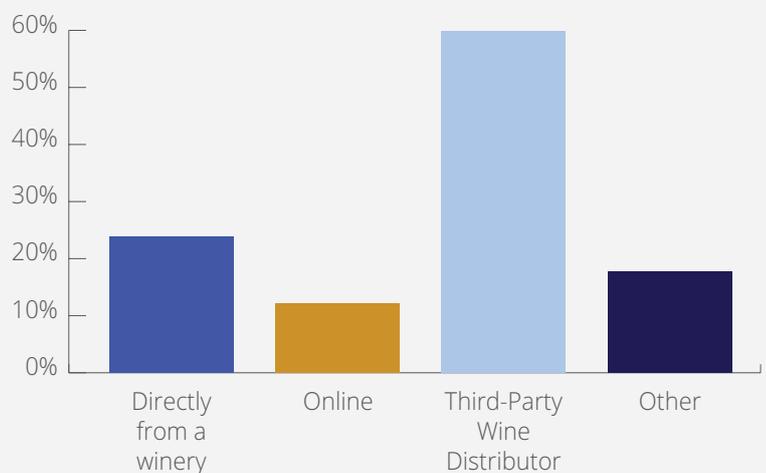
Businesses were also surveyed on the biggest contributing factors in determining whether Australian wines feature on their menu, with 53.4 per cent indicating price was the single largest determining factor. Supply availability and menu design (i.e. ensuring wines offered matched food choices) were second and third most common reason listed, with 32.2 per cent and 28.4 per cent respectively.

When asked about business preferred method of purchasing wine, 59.9 per cent indicated a third-party wine distributor was their preferred method, down from 64.1 per cent in 2019. The use of online wine purchasing among restaurants also decreased to 12.1 per cent from 14.1 per cent in 2019. Purchasing directly from a winery significantly decreased in popularity, with just 23.9 per cent preferring this method compared to 33.2 per cent the year before.

What are the biggest contributing factors in determining whether Australian wines feature on your menu?***You may select more than one response.*



What is the main way in which you prefer to purchase wine?





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About NZIER

NZIER is a specialist consulting firm that uses applied economic research and analysis to provide a wide range of strategic advice.

We undertake and make freely available economic research aimed at promoting a better understanding of New Zealand's important economic challenges.

Our long-established Quarterly Survey of Business Opinion (QSBO) and Quarterly Predictions are available to members of NZIER.

We pride ourselves on our reputation for independence and delivering quality analysis in the right form and at the right time. We ensure quality through teamwork on individual projects, critical review at internal seminars, and by peer review.

NZIER was established in 1958.

Authorship

This paper was prepared at NZIER by Christina Leung, Dr Eilya Torshizian, Dr Milad Maralani, Eugene Isack.

It was quality approved by Todd Krieble.

The assistance of Sarah Spring is gratefully acknowledged.

Key points

Uber Eats commissioned NZIER to undertake analysis on the economic contribution of Uber Eats to the New Zealand economy, particularly with regards to participating restaurants. This analysis provides information about the benefits to different industries across New Zealand regions from increased activity in the industries involved in the supply chain of Uber Eats. This analysis also estimates the benefits to Uber Eats users from having a wider range of choices available to them.

Uber Eats improves the matching of restaurants to their customers

Uber Eats increases the choice of restaurant meals for customers, while for participating restaurants it increases the pool of potential customers it can reach. This improved matching of needs between participating restaurants and customers result in efficiency gains for both parties. For example, customers can put the time saved from not having to shop for and prepare meals towards more enjoyable activities, while participating restaurants can focus on preparing meals and leave the marketing of its offering and arranging delivery through Uber Eats. For drivers who deliver with Uber Eats, it provides an avenue to earn income.

Uber Eats is the major provider of Ready To Eat (RTE) services¹ in New Zealand

Uber Eats is currently a popular provider of RTE services in New Zealand². They started providing services in Auckland, Wellington and Christchurch in 2017, followed by Hamilton, Tauranga and Dunedin in 2018³.

RTE services have led to 0.27% higher growth in the restaurant sector

We estimate the availability of RTE services has led to a 0.27% growth in the restaurant sector. This equates to an increase in revenue of **\$21.5 million for the restaurant sector in 2018⁴**.

Lower prices more than offset by increased demand

We estimate the price of foods and beverages have decreased by 0.12% as a result of RTE services i.e. a \$1.20 decrease in price for every \$1000 purchase of food. However, this price decline has been more than offset by an increase in the *quantity* of orders for the Food and Beverage sector – more competition has stimulated demand. This results in a net increase in the Food and Beverage sector's GDP.

¹ Ready to eat services includes food delivery transactions made through online businesses that deliver or facilitate delivery of food on behalf of restaurants, bars, cafes and convenience food retailers. This includes Food Ninja, Menulog, Delivereasy, Gogo Express and JSS Express.

² Based on Uber revenue data and MarketView data on spending on RTE services.

³ There are not enough data points to assess trends given Uber Eats is still relatively new to the market, but for the year to October Uber Eats revenue to spending on takeaways is 0.06%, while Uber Eats revenue to spending on supermarkets and dairies is 0.03%.

⁴ This incorporates the most up to date data available – up to 2018. Uber Eats was launched in Auckland, Wellington and Christchurch in 2017, and Hamilton, Tauranga and Dunedin in 2018.

Uber Eats increases the size of New Zealand economy by \$162 million per year – this represents 3.4% of annual GDP in the restaurant sector⁵

After accounting for all the benefits to businesses across New Zealand and the consumer welfare gains, our estimates suggest that Uber Eats increases the size of the New Zealand economy by \$162 million per year. Relative to annual GDP in the restaurant sector, this represents 3.4% of that.

UBER Eats services increase the annual revenue of each participating restaurant by an average of \$59,599 in 2019⁶

The top three industries benefiting from RTE services consists of:

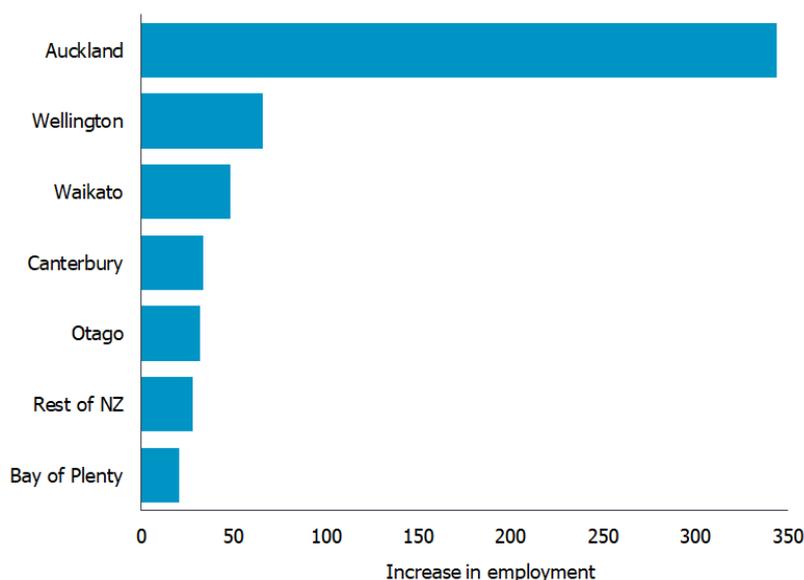
- Business services by \$51.3 million
- Land transport services by \$32.8 million
- Food and beverage services by \$19.6 million.

With 80% of these benefits generated by Uber Eats.

RTE services have generated 517 new jobs across New Zealand

Each year, we estimate 517 New Zealanders are in jobs as a result of Ready To Eat services. The composition of the number of jobs in each region is illustrated in Figure 1.

Figure 1 Jobs created by RTE services across the regions
(2019 year)



Source: NZIER

⁵ That means Uber Eats services increase the size of the economy by \$162 million and will keep maintaining that size of the economy in subsequent years. To the extent this estimate is based on the demand that we have observed for RTE services up to 2019 this benefit is likely to increase in the coming years because of higher adoption of RTE services.

⁶ This is an average across all participating Uber Eats restaurants on a store location basis, and we recognise individual circumstances will vary and some stores will see stronger revenue growth than others. Our estimate also accounts for the spending that only takes place because of the existence of Uber Eats i.e. our estimate would not include the revenue of users who would otherwise have dined at the restaurant or have ordered using restaurants' own delivery services, which were available before the emergence of Uber Eats.

We estimate 26% of Uber Eats' users are customers for the food services sector that would not have otherwise chosen to have a restaurant meal

While the option to use restaurant delivery services has been available for many years, the number of restaurants providing delivery services was limited before the emergence of RTE services. Our estimations suggest that 26.3% of Uber Eats orders are from consumers who would not otherwise have used dine-in or delivery services in the absence of Uber Eats services⁷.

In 2019, Uber Eats services has improved New Zealanders' wellbeing by \$4 million from less travelling time and \$30 million from food preparation time savings

We estimate that New Zealanders' wellbeing has increased by \$24 million over the last three years that Uber Eats services have been operating in New Zealand, reflecting the time saved from not having to travel to purchase and/or prepare the food – they can use this time for activities that they place a higher value on, e.g. working or playing sports. Given that 26.5% of that is purely due to the availability of Uber Eats services, the contribution of Uber Eats is \$6.4 million (to the wellbeing of New Zealand households). Across the years that Uber Eats has been operating, this value to New Zealanders was \$0.5 million in 2017, \$2.3 million in 2018 and **\$4 million in 2019**.

The benefits from this time saving directly attributable to Uber Eats consist of the benefit for customers who would not otherwise have had a restaurant meal in the absence of Uber Eats. This leads to **a total of \$30 million value of time savings from lower cost of food preparation in 2019**, and totals \$49 million of benefits over the past three years.

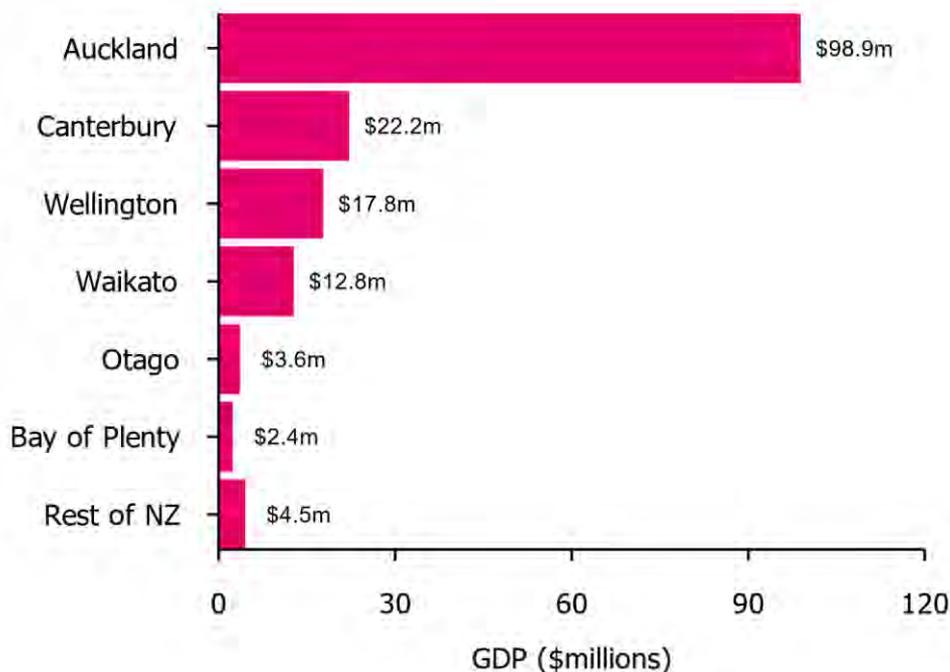
Auckland, Waikato and Canterbury regions have benefited the most

Across the regions, Auckland's economy benefits by \$99 million, Canterbury economy benefits by \$22 million and Wellington by \$18 million. These benefits for the economy reflect the comparative advantages resulting from the existence of Uber Eats – drivers can focus on transporting the food, restaurants in preparing the meals and Uber Eats users on higher value activities such as work or leisure.

⁷ This also captures the increased spending of Uber Eats users on the app.

Figure 2 Benefits of Uber Eats across the regions

(2019 year)



Source: NZIER

The economic contribution of Uber Eats should rise significantly in the coming years

Our analysis of Uber Eats revenue data suggests a higher adoption of the services in the coming years. This is because New Zealand is still in the early stages of the adoption of RTE services, and we expect that the demand for these services to reach its peak in the coming years. However, different regions will be at different stages of market maturity.

Recent developments relating to the COVID-19 outbreak have implications for the adoption of delivery and RTE services, and in turn the benefits for Uber Eats users in the form of increased wellbeing. Although the shutdown of all restaurants and cafes during Alert Level 4 meant these delivery services could not operate, the relaxation of restrictions under Alert Level 3 in allowing takeaways and deliveries should see an acceleration in the adoption of Uber Eats. Greater adoption of Uber Eats has the potential to lead to higher economic benefits.⁸

⁸ The relationship between adoption of RTE services and economic benefits to the economy is not one-to-one. Estimating the impact of future adoption and the potential impact of COVID-19 is out of scope of this analysis.

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1 Introduction

Uber Eats asked NZIER to assess the contribution of Uber Eats to the New Zealand economy. Ready to Eat (RTE) services have provided a new choice for workers and households to receive a wider range of foods delivered to them.

Uber Eats is currently the major provider of RTE services in New Zealand. They started providing services in Auckland, Wellington and Christchurch in 2017, followed by Hamilton, Tauranga and Dunedin in 2018⁹.

At a high-level, the RTE services lead to:

- An increase in demand for restaurant food
- Higher economic activity for the drivers in the transport sector
- An increase in the size of the financial services sector
- A shift in activity from households' grocery shopping to wholesale grocery shopping by the restaurants.

In addition to that, there will be welfare gains for customers from less time spent travelling to pick up food, preparing their meals and cleaning up the dishes.

The shift from the household preparation of meals to consuming a restaurant meal is captured as an increase in GDP, partly reflecting the fact that the value of food preparation by household is not recorded within GDP figures. However, beyond this the benefits extend to households which choose RTE services making better use of their time than that spent on preparing a meal, picking up their takeaway order or travelling to dine in at a restaurant. Our estimates capture the benefits arising from the fact drivers who deliver with Uber Eats can transport the food more efficiently and Uber Eats' participating restaurants can prepare meals more efficiently, leaving Uber Eats users to get on with activities that they place a higher value on such as work or leisure.

⁹ Although Menulog entered the NZ market in 2012, its original offering is slightly different from Uber Eats in providing a platform for customers to order from restaurants which offer pick up or to use its own delivery staff.

2 Background

There are a wide range of outputs from the RTE services. Given that RTE services have just emerged in recent years, there are few research studies available about them. In this section, we provide a short review of the relevant literature.

Uber Eats is a disruptive technology in the food industry leading to significant changes to the way that consumers and industries operate.

RTE services are significantly different from the already available restaurant delivery services, particularly in the way that they have led to higher economic efficiencies – unlike restaurants operating their own delivery service using their own delivery staff, drivers who deliver with Uber Eats can more easily fit in more trips for orders from different restaurants.

In addition to the generated economic efficiencies, Uber Eats provides more choices for consumers. The impact of availability of choices to the consumers is likely to be substantial. Hasuman and Sidak (2005)¹⁰ estimated the consumer benefits from the opening of a major supermarket. Their results suggest that while higher competition lowers prices by 5%, there is a substantial increase in consumers' welfare from additional variety of foods, which is worth 20% of expenditure on food.

The preliminary results of a survey of Australian restaurants' experience with Uber Eats by Professor Alex Frino suggests that “[Uber Eats] shifts food preparation from unpaid labour at home to paid labour in restaurants” (Financial Review, 2019).¹¹

Research carried out by AlphaBeta Australia for Uber Eats Australia finds that ‘App Delivery’ (which is equivalent to the RTE services we are assessing) has brought \$2.6 billion of trade for restaurants in Australia. AlphaBeta estimates 70% of spending on delivery apps would not otherwise have been spent in a restaurant, and also helps to smooth out restaurant revenue across the week (with more usage of delivery apps on off-peak days such as Sunday)¹².

There has been publicity recently over the potential negative outcomes arising from RTE services. First, some news articles reported lower margins for participating restaurants. The articles were based on interviews with some restaurant owners. It is clear that the RTE services increase the number of choices for consumers, and also increases competition in the food and beverage sector. The impact on total revenue of the food and beverage sector, however, is not clear at the outset. Our analysis will investigate this net impact.

Second, some health practitioners are worried about the potential negative impact on the health of consumers from having easier access to fast food. RTE services provide more choices for consumers. However, given many fast food operators already provide delivery services, it may be that most of the customers would consume fast food even in the absence of RTE services such as Uber Eats.

¹⁰ Hausman, J. A., & Sidak, J. G. (2005). Did mandatory unbundling achieve its purpose? Empirical evidence from five countries. *Journal of Competition Law and Economics*, 1(1), 173-245.

¹¹ Financial Review, 2019. Why restaurants hate Uber Eats. retrieved from: <https://www.afr.com/technology/why-restaurants-hate-uber-eats-20190716-p527lt>.

¹² AlphaBeta (February 2020) *Growing the pie*

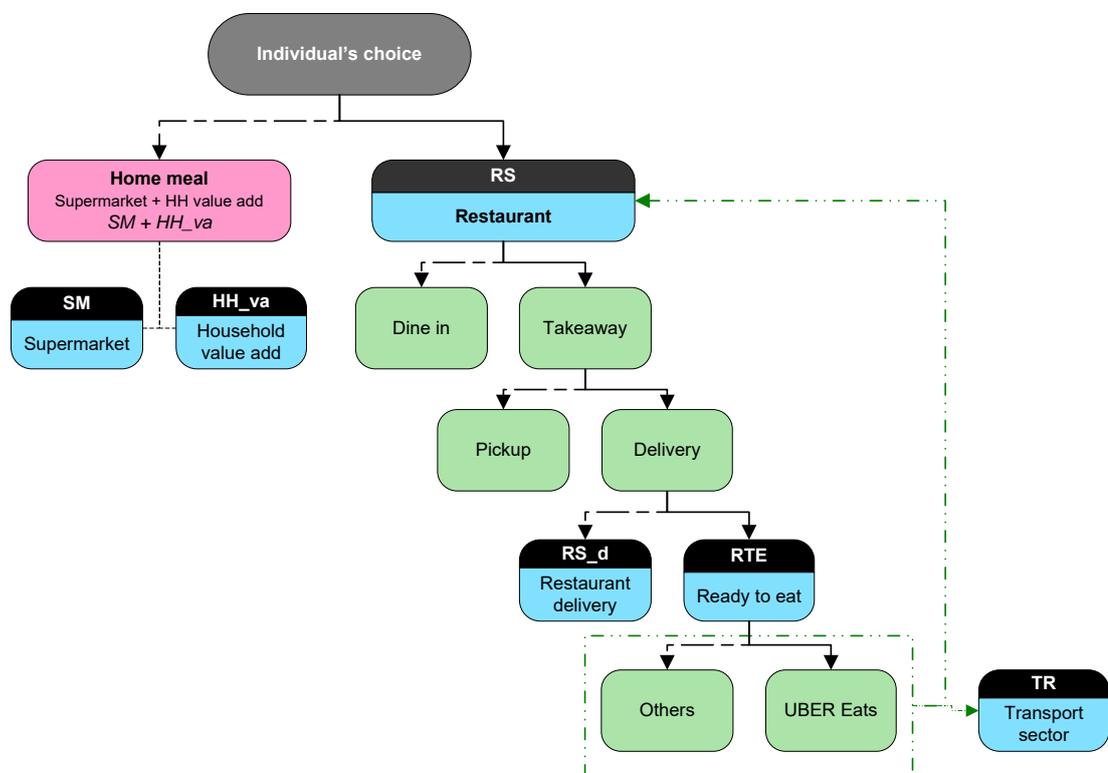
3 Methodology

Our framework is based on the decision tree for consumers in their choice of consuming a meal (Figure 3). An individual has a choice between restaurant (RS) and home cooked meals. If the person chooses a home cooked meal, then he or she will be purchasing the inputs from the supermarket (SM) and either eat the precooked meal or prepare it at home. The increasing popularity of food preparation delivery kits such as My Food Bag is also captured in this outcome. The preparation of home cooked meals requires an investment in time, which is the value added by the household (HH_va)).

The household meal is made at an average cooking time (t_cook). The value of cooking food at home is equal to the hourly rate of a generalist worker valued at the minimum wage rate of \$17.7 as at March 2020.¹³ This provides an indication of the production value of a home meal for the people who have started to use restaurant meals since the introduction of RTE services.

As we illustrate in Figure 3, in the case of the individual choosing a restaurant meal, then he or she will either dine in or takeaway. If he or she chooses to takeaway, then there will be a choice between pickup or delivery. If he or she chooses delivery then it will be done either by the restaurants' own delivery staff (RS_d) or through a ready to eat service provider (RTE), including Uber Eats.

Figure 3 Decision tree for having a meal



Source: NZIER

¹³ The minimum wage increased to \$18.90 on 1 April 2020. Since our analysis is focused on the economic impact that has happened up to the end of 2019, we use the minimum wage figure that was applicable to the period of our study.

In the process of decision making, the person considers the final cost of the options, including implicitly the accounting and the economic (opportunity) costs. When an individual chooses RTE over other options (such as RS and home meal), it indicates that the final cost of RTE is less than the other options.

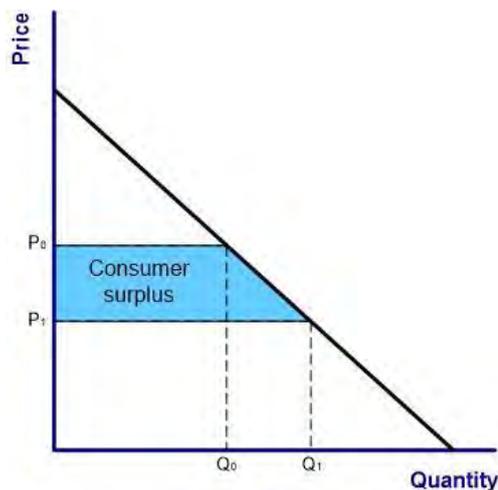
In a decision between restaurant delivery (RS_d) and RTE, the main driver of cost is the *preference* and the *delivery cost*. The delivery cost for RTE is often smaller than RS_d and pick-up because the driver who is delivering with RTE does not need to complete a round trip for a single order – i.e. he or she travels from the restaurant to the delivery address and can then service the next delivery in the same trip.

In the choice between delivery and pickup, the individual chooses based on *his opportunity cost* versus the monetary cost of delivery (i.e. how much is the value of his time versus the cost of delivery). The choice between RS and home meal is based on the individual's *preference for restaurant food* and *his opportunity cost* compared to the monetary cost of the RS option.

According to this, before the emergence of RTE services, the economic value of a meal prepared at home ($SM + HH_{va}$) is equal to the price of restaurant food with delivery (P_{RS_d}).¹⁴

With the emergence of the RTE services, there are more choices available to consumers, which leads to increased efficiencies and competition. As a result of the increased competition, the effective price for final consumers decreases and they decide to choose RTE services instead of other options. This leads to a consumer surplus as shown in the figure below.

Figure 4 Consumer surplus from a decrease in the effective price of meal consumption



Source: NZIER

Based on the figures above, the total economic impact (EI) of RTE services is equal to:

$$EI = \Delta RS + \Delta TR - \Delta[SM + HH_{va}] + CS \tag{1}$$

¹⁴ This excludes the value of preference for home meal.

where, ΔRS is the change in the GDP of the **restaurant sector** as a result of emergence of RTE se, ΔTR is the change in **transport sector**, $\Delta[SM + HH_{va}]$ is the change in the GDP of supermarkets and the households' value added to the economy, and CS is the **consumer surplus** derived from RTE services.

The wellbeing impact of RTE services is greater than the RTE price plus the opportunity cost of travel to the restaurant (that otherwise, would not provide delivery services) and is less than the economic (opportunity) cost of a return trip to the restaurant.

In addition to that, the RTE services increase competition, and decrease the effective menu price. That is the restaurants' share of delivery cost. We do not directly use the price impact of increases in competition of restaurants as a result of RTE services.¹⁵ We use the price impact to understand, how big is the change in quantity from the total increase in GDP of restaurant businesses.

Comparing regions with and without Uber Eats

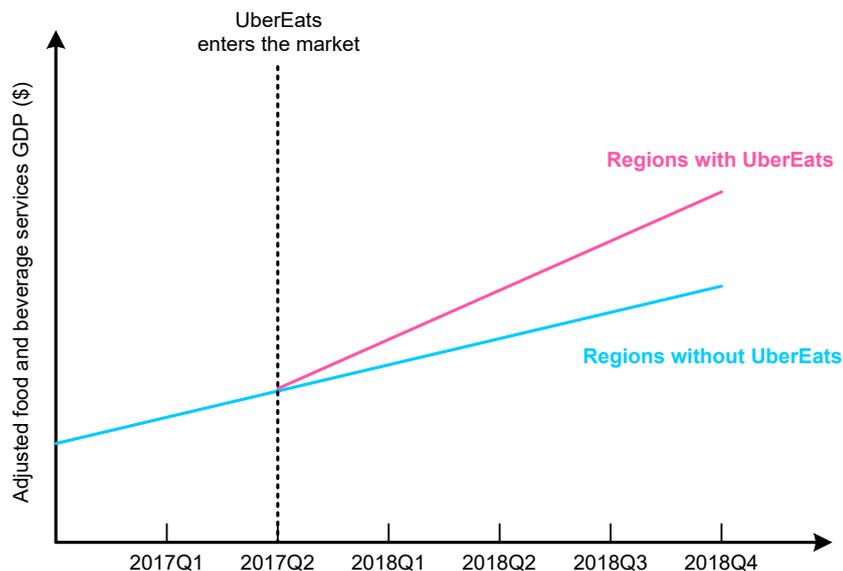
We first estimate the impact from Uber Eats on the restaurant sector in the cities that adopted Uber Eats against those that did not have Uber Eats services available. However, in order to distinguish between changes in demand for restaurant foods as a result of Uber Eats services and the general increase in demand for the restaurant sector, we adjust the change in economic activities of the restaurant sector for:

- Changes in population: this is the main driver for demand for food
- The potential wealth effect: because individuals feel wealthier, they increase their consumption of restaurant food
- The state of the restaurant sector: as a change in demand can be different in a region with generally a smaller restaurant sector compared to a region with a bigger restaurant sector
- The impact on the rest of the economy: as a general increase in economic activity in a region may lead to an increase in demand for restaurant food.

After controlling for these factors, we find a clear distinction in GDP of the restaurant sector for regions with and without Uber Eats. We capture the difference between the two areas' growth rate to capture the impact of Uber Eats on the economic activity of the restaurant sector – as illustrated in Figure 5.

¹⁵ We do not have any information about the price of food in New Zealand. However, our model captures the impact on prices from increase in demand for the restaurant sector and that will be presented in our final estimates of economic impact of RTE services.

Figure 5 Increase in the restaurant sector’s activities in regions serviced by Uber Eats compared to the regions without Uber Eats¹⁶



Source: NZIER

The households that start consuming restaurant meals because of the emergence of RTE will benefit from:

- Food preparation and clean-up time savings: the value of household production of meals is equal to the average time required for preparation multiplied by the hourly rate of a general consumer (as represented by the minimum wage)
- Travel time saving: the opportunity cost of the individuals to travel to the restaurant for picking up the food
- The allocation of the households’ time to more productive activities: the member of the household would value the time savings at a rate equal to his or her opportunity cost (as represented by the wage of his or her occupation).

NZIER’s CGE model

For the estimation of the economy-wide effects, we use The Enormous Regional Model of the New Zealand economy (TERM-NZ). NZIER’s TERM-NZ model is a bottom-up CGE model of the New Zealand economy and its 15 regions. TERM-NZ is based on a Stats NZ’s Input-Output table that identifies the structure of the industries involved. It contains information on 106 industries, 201 commodities and 15 regions. It therefore offers a unique capability to show the contribution of Uber Eats to the economy.

TERM-NZ treats New Zealand’s regions as separate economies. This means that we are able to account for region-specific inter-linkages between industries, as well as their links to households (via the labour market), local and central government, capital markets, the rest of New Zealand (via inter-regional trade) and the global economy (via imports and exports).

¹⁶ This incorporates the latest data available to date.

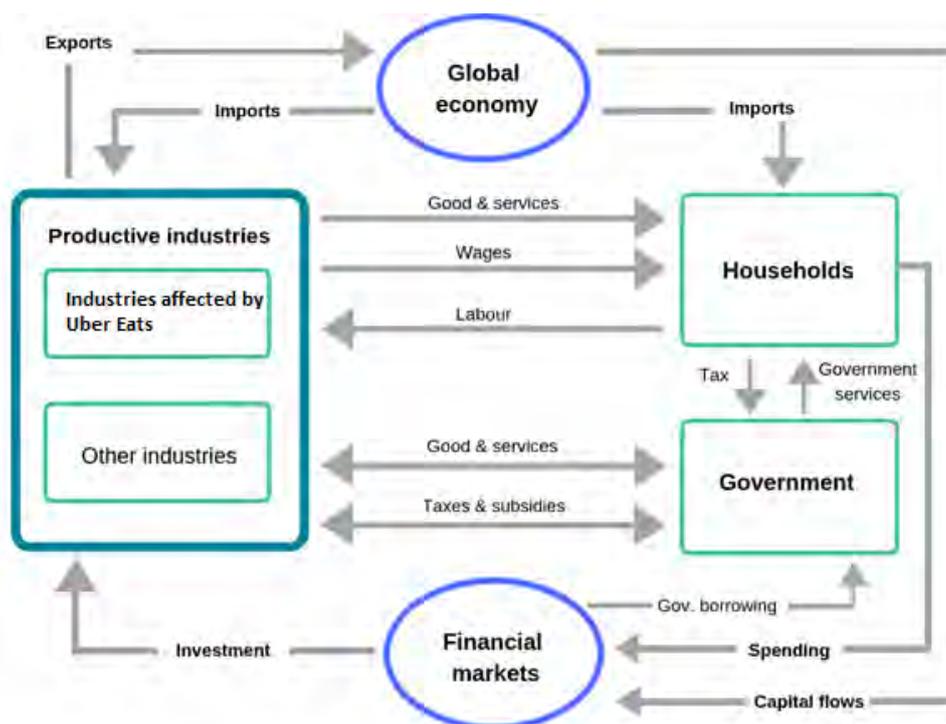
We will use the static version of our regional CGE model, TERM-NZ, so that we compare the economy before and after a policy option is applied. There is no time dimension in the static model, so we do not look at how the economy adjusts to a new equilibrium.

To estimate the impact of Uber Eats we modelled a scenario that shocks the economy if Uber Eats were not exist in different regions in New Zealand. Our ‘what if’ scenario changes the size of the restaurant sector (food delivery), food retailers and supermarkets, services (Uber as a service provider), and transportation in the economy. For example, without UBER Eats, income for food retailers and supermarkets could have been higher because people would buy ingredients and cook them at home. Also, people would spend less on food delivery, cost of transportation (Uber drivers) and UBER.

A visual representation of TERM-NZ is shown in Figure 6. It highlights how the model is able to capture the multidirectional relationships between the various parts of each regional economy and how they interact with the rest of New Zealand and rest of the world.

We impose the impact of RTE services to our CGE model based on our estimation of the impact of RTE on the restaurant sector, the transport sector and the supermarkets,¹⁷ measured using the methodology described above.

Figure 6 NZIER’s TERM-NZ model



Source: NZIER

For further technical details on our CGE modelling see Appendix A.

¹⁷ To estimate the loss to the supermarkets, we use the average price of each meal for meal kits and multiplied that by the number of orders for RTE services.

3.1 Data sources

We base our analysis on Stats NZ data on GDP, business demographics (including employment) and population. We used Time-use survey 2009-2010 from Stats NZ to estimate the time savings from not having to prepare a meal at home as a result of choosing to consume a restaurant meal instead.

In addition, Uber Eats provided access to Uber Eats transactions for each restaurant/customer in New Zealand. The data was available for March 2017 to December 2019, providing information on 11,102,600 transactions and 3,408 restaurants. The location of restaurants and customers were available at the suburb (area unit) levels.

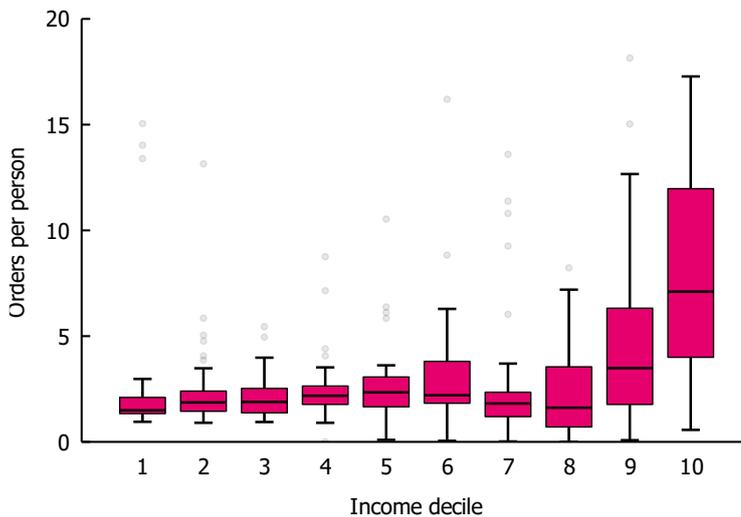
We were provided with access to Marketview data by Verisk Financial. This is used to understand the share of Uber Eats from the RTE market.

4 What Uber Eats transactions tell us about consumption patterns

In this section, we provide an overview of the specific factors of demand for Uber Eats services. We find that people living in high income areas tend to make higher-value orders and also order more frequently. Figure 4 shows the number of orders made by households in Auckland suburbs according to its population and income decile. This includes all orders made between 6pm to 12am over the years of 2017-2018.

Demand for Uber Eats services is significantly higher in the tenth income decile compared to other income deciles. The increase in the number of orders, however, is not directly proportional with income as we move up the income levels. In fact, the median number of orders amongst the seventh- and eighth-income deciles is lower than that in the sixth income decile.

Figure 7 Uber Eats is used most by people living in the high-income areas¹⁸

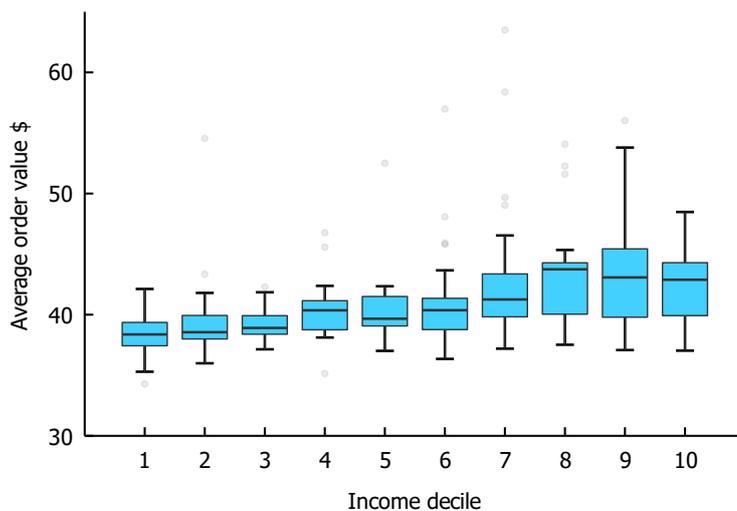


Source: NZIER

In terms of the amount spent in each order, we see a slightly different trend as we move up the income levels. The average order value in higher decile income areas is slightly higher than in lower income deciles. This means high-income households tend to use Uber Eats services more often and also tend to place higher-value orders.

¹⁸ The centre line shows the median orders per person.

Figure 8 High-income areas also order more per transaction

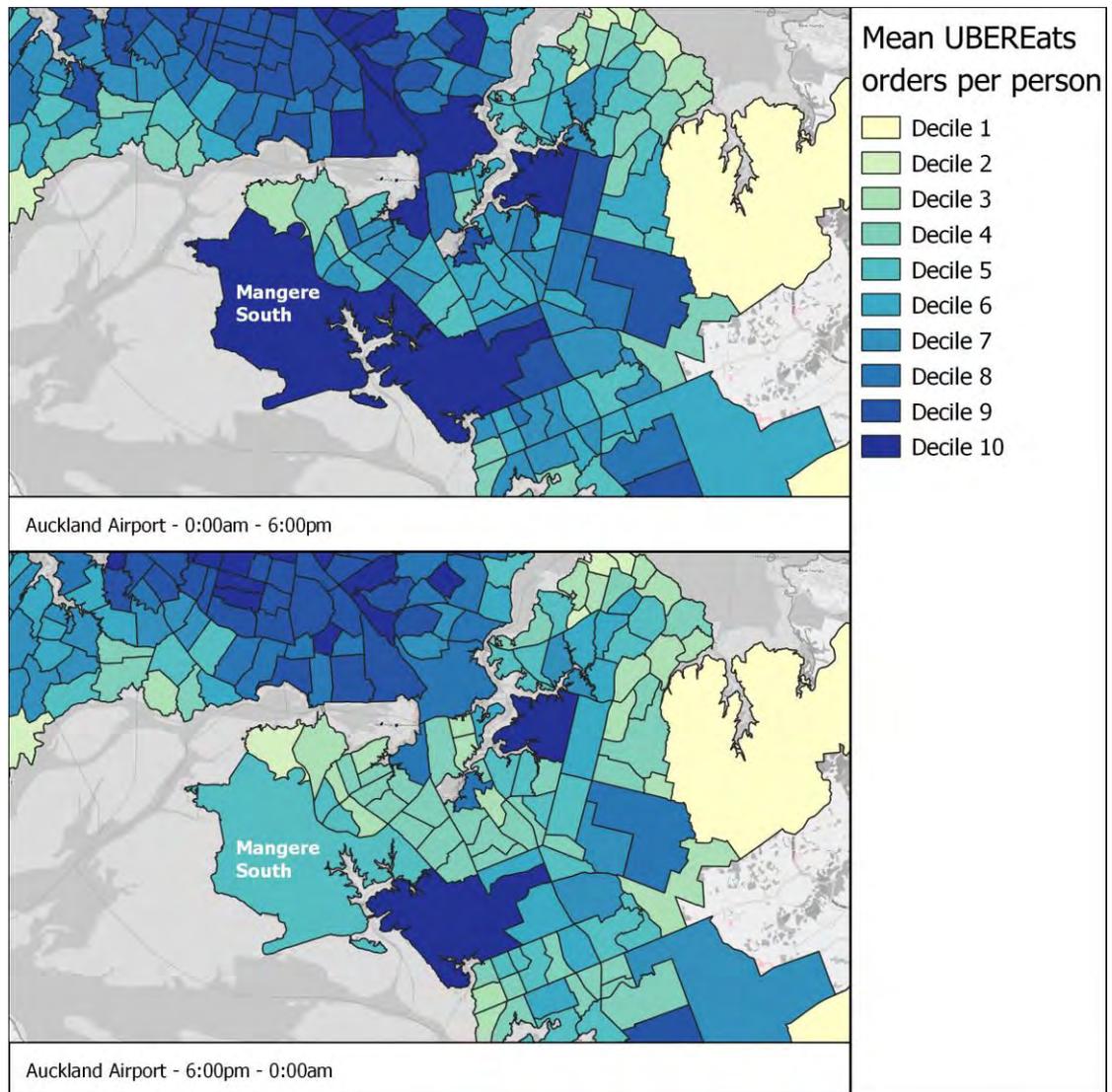


Source: NZIER

We looked at the number of orders for each suburb at different times of the day. To adjust the observed demand for population, we divided the number of orders for each suburb by the population of the suburb (orders' origin). We categorised the adjusted number of orders per capita to ten ranked groups (deciles). Figure 9 shows the distribution of the deciles across a range of suburbs in Auckland city for before and after 6pm. Accordingly, demand changes significantly at different times of the day. For example, in the Auckland Airport area (Mangere South) demand is significantly higher during the working hours compared to after hours. This illustration shows the contribution of Uber Eats services to workers during working hours¹⁹ and the potential productivity gains from the availability of Uber Eats services.

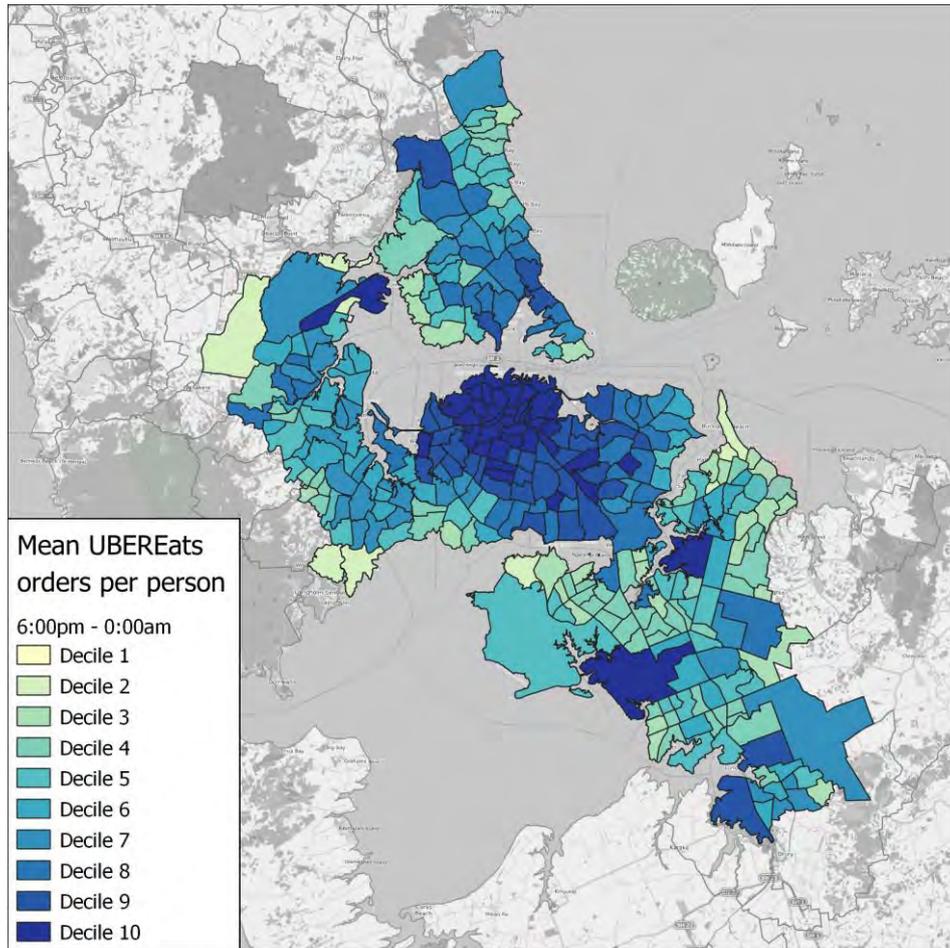
¹⁹ By decreasing their time allocated to preparing food or commuting to a restaurant. This is particularly important in the areas with poor access to food services, where the users are provided with only a few choices of food delivery available to them in reasonable distance.

Figure 9 Order concentration during working hours and after hours



Source: NZIER, Open Street Map

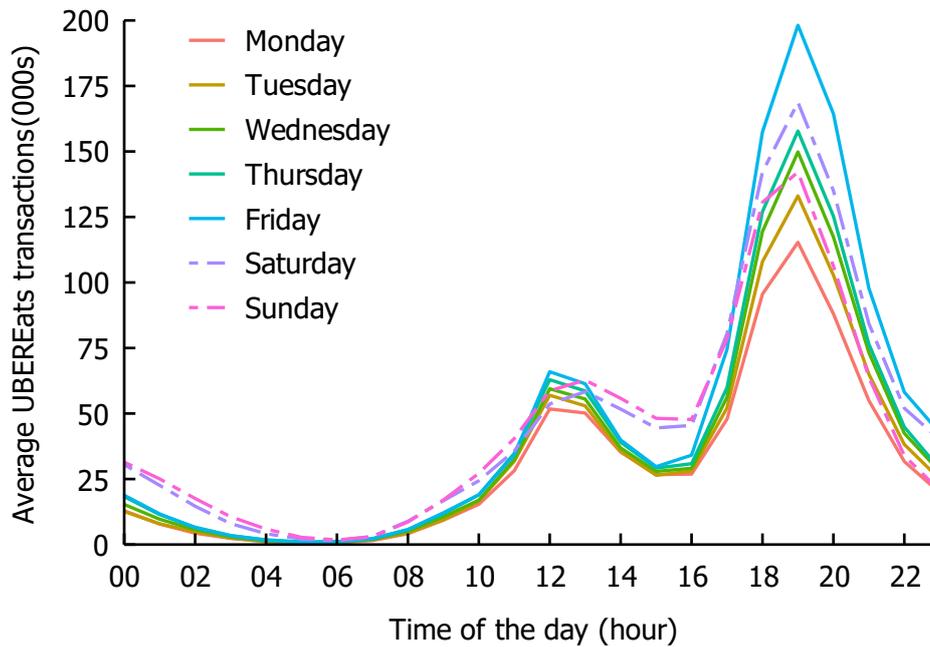
Figure 10 Uber Eats orders per person are most concentrated in the CBD



Source: NZIER, Open Street Map

We find that during the weekday Uber Eats orders peak at the times of 12pm (lunch time) and 7pm (dinner time). There is also a weekday effect where more orders are made later in the work week, particularly Friday. Orders during the weekends show a relatively smoother consumption pattern over the day as people tend to be less restricted given workers do not have to consume meals based around their work schedule.

Figure 11 More orders are made later in the work week



Source: NZIER, Uber Eats

Since Uber Eats was introduced in Auckland in 2017, each user has recorded an average of 22 orders.

While this transaction data provides some indication of the impact of the different factors driving demand of Uber Eats services, there is a significant overlap between the impact of these factors. We isolate the impact of each factor on the number of orders using regression analysis.²⁰ Our results suggest that the distance to providers of Uber Eats services and the income levels of Uber Eats users are the main drivers of demand for Uber Eats services. Areas with a higher proportion of individuals earning 50k-70k have significantly higher demand for Uber Eats services than all other income brackets. However, in the areas with a smaller number of providers available in close proximity, the high-income households tend to have higher demand relative to the low-income households.²¹

After accounting for these factors, we do not find population (i.e. the number of people) of the suburbs as the main driver of demand of Uber Eats services.

²⁰ The full results of this is shown in Appendix B.

²¹ The reported effect is based on a correlation. Therefore the higher demand by the higher income groups in the areas with lower access to providers may also be because the residents of those areas are generally in the higher income groups.

5 Results

After gaining an understanding of the high-level impact of the introduction of Uber Eats on restaurant sector GDP, and how Uber Eats customers use their service, we estimate the economic impact of RTE and Uber Eats services.

We first provide our estimates of the impact of RTE services on demand for the restaurant sector. Then we present the impact of RTE services on households. In the last section we present our estimates of the additional economy-wide effects of RTE services.

5.1 RTE services boosted the growth of the restaurant sector economy by 0.27%

As discussed earlier, we compared the size of the restaurant sector in regions with Uber Eats services before and after the introduction of Uber Eats. To isolate the impact of Uber Eats, we adjusted our result for changes in population, the potential wealth effect, and the state of the restaurant sector as well as the rest of the economy. After controlling for these factors, we find Uber Eats services have led to growth in the restaurant sector of 0.27%, compared to the counterfactual where Uber Eats did not exist. This equates to **\$21.5 million more revenue for the restaurant sector in 2018**.

5.2 26.3% of Uber Eats users are new customers for the restaurant sector

As shown in Figure 3, there are a range of choices available for an individual in how they consume a meal, including cooking at home, dining at a restaurant, and using delivery and RTE services. While the option to use restaurant delivery services has been available for many years, the number of restaurants providing delivery services was limited before the emergence of RTE services. Our estimations suggest that 26.3% of Uber Eats orders are from consumers who would not otherwise have used dine-in or delivery services in the absence of Uber Eats services. This means they are new customers for the participating restaurants who contribute to revenue growth in the restaurant sector, and also capture the increased spending that result from using Uber Eats.

Our analysis of Uber Eats data found that restaurants which used Uber Eats had an average increase in revenue of \$59,599 in 2019.

5.3 In 2019, Uber Eats services improved New Zealanders' wellbeing by \$4 million from less travelling time and \$30 million from food preparation time savings

It is difficult to put a dollar value on individuals' consumption of different goods and services. However, the minimum amount that individuals will be better off as a result of their use of Uber Eats services is equal to the amount of time saved in not having to pick up their food (either as ingredients or as a prepared meal), prepare their meal, and clean up.

We estimate that New Zealanders have gained a minimum of \$24 million in happiness dollars from time saved in not having to travel to pick up their food over the last three years that Uber Eats services has been operating in New Zealand. Given that 26.5% of that is purely due to the availability of Uber Eats services, the contribution of Uber Eats is \$6.4

million. Across the years that Uber Eats has been operating, this value to New Zealanders was \$0.5 million in 2017, \$2.3 million in 2018 and **\$4 million in 2019**.

The preparation of food and clean up takes an average of 46 minutes of New Zealanders' time per day. The average time spent purchasing goods is 18 minutes per day and the time spent to travel to buy the goods is 15 minutes per day.²² We assume that one-third of this total time of 79 minutes is spent preparing one meal. That is equal to 26 minutes per meal. Assessing the value for customers who use Uber Eats directly as a result of the availability of this service shows **a total of \$30 million in time savings from the lower cost of food preparation in 2019** and \$49 million in benefits over three years.

5.4 Uber Eats has increased the size of the NZ economy by \$162 million

Our wider economic impact analysis suggests that Uber Eats and its associated services have led to a \$162 million increase in the GDP of New Zealand.²³ The availability of RTE services increases²⁴:

- National household consumption by \$93 million
- National income by \$33 million
- And exports by \$127 million.

The change in the size of other regional economies is illustrated in Table 1. RTE services increased household consumption in Auckland by \$51 million.

After Auckland, the main regions benefiting from Uber Eats services are Waikato and Canterbury with a boost of 0.051% and 0.054%, respectively, to their GDP.

The industries benefiting from RTE services consists of:

- Business services by \$51.3 million
- Land transport services by \$32.8 million
- Food and beverage services by \$19.6 million.²⁵

For more details on the impact on different sectors of the economy see Table 2. The results suggest a slight decrease in economic activity of business services and transport services in the rest of New Zealand. This is because the emergence of RTE services leads to better (more productive) job opportunities in other regions, which attracts skilled labour force from the rest of New Zealand to the regions with available opportunities. The supermarkets and food retailers lose \$11.76 million of their GDP.

²² Time-use survey 2009-2010 (Stats NZ).

²³ That means that Uber Eats has increased the size of the economy by \$162 million and will keep maintaining that size of the economy in the subsequent years – assuming that there will be no increase in adoption of their services in the coming years.

²⁴ In our estimation we have accounted for the potential loss to the Supermarkets from less purchase of groceries by households. We presented our estimated components in equation (1).

²⁵ The reason for smaller benefit to the food and beverage sector compared to our initial estimate of \$21.5 million benefits to the restaurant sector from RTE services is the decrease in the size of this sector in the regions that RTE services are not provided.

Table 1 Macroeconomic impacts of RTE services

CGE Outputs (% increase directly as a result of RTE services)

Economic indicator	Auckland	Wellington	Canterbury	Waikato	Otago	Bay of Plenty	Rest of NZ
GDP	0.091%	0.051%	0.016%	0.044%	0.054%	0.028%	0.008%
Exports	0.231%	0.103%	0.118%	0.229%	0.134%	0.112%	0.079%
Employment	0.043%	0.025%	0.011%	0.024%	0.027%	0.015%	0.006%
Household consumption	0.086%	0.052%	0.025%	0.049%	0.056%	0.032%	0.015%

Source: NZIER

Table 2 Change in industry output (\$ millions)

Industry	Auckland	Wellington	Canterbury	Waikato	Otago	Bay of Plenty	Rest of NZ
Business Services	\$41.9	\$2.3	-\$0.6	\$7.7	\$9.0	\$0.5	-\$9.6
Land transport services	\$27.5	\$1.3	-\$0.8	\$5.0	\$5.5	\$0.2	-\$5.9
Food and beverage services	\$14.3	\$0.8	-\$0.2	\$2.5	\$2.9	\$0.2	-\$1.0
Wholesaling	\$2.3	-\$0.1	-\$0.1	\$0.0	-\$0.0	-\$0.1	-\$0.1
Retail	\$1.0	-\$0.0	-\$0.1	\$0.1	\$0.1	-\$0.0	-\$0.1
Gas and water supply	\$0.2	\$0.0	\$0.0	\$0.1	\$0.0	\$0.0	\$0.3
Accommodation	-\$0.9	-\$0.1	-\$0.0	-\$0.2	-\$0.2	-\$0.0	-\$0.0
Finance and insurance services	-\$3.0	-\$0.2	-\$0.1	-\$1.3	-\$0.4	-\$0.1	-\$0.3

Source: NZIER

Our estimated results also suggest a 0.12% decrease in the price of food and beverages in New Zealand compared to the situation when RTE services were not provided in the economy. This price effect is resulted from increased competition amongst restaurants. However, as we presented above, the overall impact of changes in price and quantity, is positive for the food and beverage sector. Therefore, the size of the food and beverage sector has increased but the prices have decreased – more competition has stimulated demand in the sector. This has generated positive welfare gains as we captured in our outcomes for households above (in household consumption figures). The changes in prices for different regions is illustrated in Table 3.

Table 3 Impact on the price of food and beverage

	Auckland	Wellington	Canterbury	Waikato	Otago	Bay of Plenty	Rest of NZ
Impact on price of food and beverage	-0.18%	-0.11%	-0.11%	-0.08%	-0.05%	-0.04%	-0.04%

Source: NZIER

Appendix A Description of NZIER's CGE model

We used our NZ-TERM ('The Enormous Regional Model') CGE model of the New Zealand economy and its regions for this economic impact analysis.

NZIER's NZ-TERM has been built in consultation with CGE experts at the Centre of Policy Studies (COPS) which is now based at Victoria University, Melbourne. COPS is well-regarded internationally and recognised as a world leader in CGE modelling. For more details, see their [website](#).

The TERM model includes 106 industries, 201 commodities and 15 regions. We usually aggregate the industries and commodity groups to broader groups depending on the focus of the study.

NZ-TERM is a bottom-up regional CGE model which treats each region as a separate economy. All regions are linked via inter-regional trade in commodities and movements in labour and capital. The model captures the various inter-linkages between sectors, as well as their links to households (via the labour market), the government sector, capital markets and the global economy (via imports and exports). Key features of the model are:

- Each industry can produce a number of different commodities.
- Production inputs are intermediate commodities (domestic and imported) and primary factors (labour, land and capital).
- The demand for primary factors and the choice between imported and domestic commodities are determined by Constant Elasticity of Substitution (CES) production nests. This means an increase in price of one input shifts sourcing towards another input.
- Intermediate goods, primary factors and other costs are combined using a Leontief production function. This means the proportion of production inputs is held constant for all levels of output.
- The production mix of each industry is dependent on the relative prices of each commodity. The proportion of output exported or consumed domestically is also dependent on relative prices.
- Within each region, any changes to the economy have multiple direct and indirect (flow-on) impacts, including beyond the sectors initially affected. So, for example, changes to the Waikato economy due to changes in land use patterns will flow on to other regions.
- Price changes (e.g. wage increases, shifts in the exchange rate) as a result of a change to the regional economy in one sector also affect all other sectors, both within the region and across the rest of the country.

A.1.1 Closure

As we noted above, in any CGE model, it is important to understand which factors have been allowed to vary and which remain fixed **by assumption** (also known as exogenous variables). The particular combination of fixed factors is known as the closure.

A.1.2 Short run closure

We have used a static CGE model, but with a short run closure. The reason for using short run closure is that Uber Eats recently entered to NZ market, therefore there was not enough time for investment decisions to affect capital stocks.

The Short run closures²⁶ include:

- **Labour market adjustment** – we hold national real wage fixed to base levels but allow for employment to vary by industry and region via adjustment in national employment.
- **Capital mobility** – Short term is not long enough for investment decisions to greatly affect the useful size of the sectoral capital stocks. For example, new buildings take time to be made.

Appendix B Estimated results

Using regression analysis, we estimated the impact of a range of factors on the number of orders. The outcomes are the logarithm of the number of orders in a suburb. The factors that we used for estimating the number of orders include:

- Proportion of residents in the suburb with different income levels
- Population of residents in the suburb
- Percentage of the providers located within different distances from the destination (suburb)
- The (logarithm of) number of Uber Eats providers
- The interaction between (logarithm of) the number of Uber Eats providers and the population of the suburb.

The results of our estimations are presented in the table below. Some of these factors are both the reason for higher demand for Uber Eats services and the outcome of having more providers nearby that suburb. There is also a significant location choice factor that may affect our results, i.e. people who appreciate access to restaurants may reside in suburbs with better access to food services.

We presented the results for suburbs with 200 or more providers as well as the suburbs with a smaller number of providers. This provides some insights on the potential drivers of higher demand for Uber Eats services.

²⁶ In this section variables being fixed to base levels means relative to future pre-simulation levels.

Table 4 Estimation results – factors of demand for Uber Eats services

All conditions	Estimate	Std.error
% of incomes - 30k - 50k	-0.0011 **	0.0003
% of incomes - 50k - 70k	0.0018 ***	0.0005
% of incomes - 70k or more	-0.0005 **	0.0001
% of Uber Eats providers - Within 1km - 3km	2.4889 ***	0.5092
% of Uber Eats providers - Within 1km or less	3.3855 ***	0.6786
% of Uber Eats providers - Within 3km - 5km	1.6140 **	0.5041
Log of population	0.5660 *	0.2771
Log of Uber Eats providers	0.7216	0.4880
Log of Uber Eats providers: Log of population	0.0474	0.0594
Intercept	-3.4354	2.2148

More than 200 providers	Estimate	Std.error
% of incomes - 30k - 50k	-0.0003	0.0003
% of incomes - 50k - 70k	0.0005	0.0005
% of incomes - 70k or more	0.0004 **	0.0001
% of Uber Eats providers - Within 1km - 3km	-8.8100	5.2347
% of Uber Eats providers - Within 1km or less	-7.2814	5.2405
% of Uber Eats providers - Within 3km - 5km	-9.6670	5.2319
Log of population	0.6470	0.5559
Log of Uber Eats providers	1.0170	0.8323
Log of Uber Eats providers: Log of population	-0.0438	0.0995
Intercept	9.1850	5.7504

Less than 200 providers	Estimate	Std.error
% of incomes - 30k - 50k	-0.0013 **	0.0005
% of incomes - 50k - 70k	0.0020 **	0.0007
% of incomes - 70k or more	-0.0005 *	0.0002
% of Uber Eats providers - Within 1km - 3km	2.0499 ***	0.5802
% of Uber Eats providers - Within 1km or less	3.0243 ***	0.7943
% of Uber Eats providers - Within 3km - 5km	1.2071 *	0.5722
Log of population	0.4335	0.4513
Log of Uber Eats providers	0.6512	0.8123
Log of Uber Eats providers: Log of population	0.0847	0.0978
Intercept	-2.9091	3.5818

Significance codes: *** 0.001, ** 0.01, * 0.05

Source: NZIER

SUBMISSION TO THE VICTORIAN GOVERNMENT INQUIRY INTO THE ON DEMAND WORKFORCE

FEBRUARY 2019

Deliveroo is pleased to contribute to the inquiry into the Victorian on-demand workforce.

In summary, Deliveroo's position is that the basis of its engagement with self-employed riders is inconsistent with employment, whether full-time, part-time or casual. None of these employment relationships provide the flexibility inherent to the way in which self-employed riders work with Deliveroo. However, in working with self-employed riders, Deliveroo wishes to be able to provide additional benefits to them without the risk of those benefits changing the relationship from one of self-employed riders, to riders employed by Deliveroo which would undermine the reason why they want to work with Deliveroo.

Deliveroo recognises that allowing companies to provide additional benefits to self-employed independent contractors will require legislative change. However, Deliveroo believes that all riders in Australia deserve to benefit from any reform that enables companies like ours to offer new benefits to riders. A patchwork of incompatible Commonwealth, State and Territory laws and regulations risks creating confusion for riders and unfairness in the system, and so we believe that the Federal Government should work in tandem with the State and Territory Governments to solve this policy and legal challenge - potentially with a new Commonwealth 'Future Work Act' that could be replicated uniformly at State and Territory level.

Deliveroo would be happy to provide further detail on anything in this submission if the Inquiry would find it helpful. We would also be willing to convene a roundtable for members of the Inquiry to meet with Deliveroo riders to understand their views and motivations in more detail, if that would be useful.

1 Introduction to Deliveroo

1.1 Deliveroo was founded in 2013 in London and today works with thousands of restaurants and riders across the world to deliver millions of meals. The story began with Deliveroo's founder Will, arriving in London over 5 years ago and finding it almost impossible to order great food, despite the wealth of incredible restaurants in the city. Fast forward six years and Deliveroo now operates in 13 countries with over 50,000 riders who deliver orders from 50,000 restaurants in over 500 towns and cities.

1.2 In 2017 Deliveroo raised USD482 million of new funding, which valued the company at over USD2 billion. Deliveroo's growth is part of a global trend. McKinsey Global Institute calculates that by 2025, digital work platforms could add USD2.7 trillion to global GDP.

1.3 Deliveroo's growth can be attributed to the fact it has enabled thousands of restaurants to start offering their food for home-delivery for the very first time. This is because Deliveroo works with a network of riders who are able to deliver that food to customers in under 30 minutes, managing one of the most complex three-sided marketplaces in the world to match the best-placed rider to every order. This innovation is great for consumers who have access to amazing local restaurants which previously didn't offer delivery; it's great for restaurants who can reach thousands more potential customers, and it's great for riders as it creates well-paid, flexible work.

1.4 Deliveroo has experienced considerable growth since its launch in Australia in 2015. In 2017, revenue growth in Australia was 350% year on year. Over the past 12 months the number of restaurants on the platform are up over 150% and rider numbers are up over 50%.

1.5 Deliveroo is proud to offer flexible well-paid work to over 6,500 self-employed riders across Australia. Deliveroo also works with over 8,000 of Australia's best-loved restaurants across 13 cities in Australia - including Melbourne, Sydney, Adelaide, Brisbane, Gold Coast, Perth and Canberra - to bring great-tasting food straight to people's front doors. Within the State of Victoria, Deliveroo operates in Melbourne & Geelong, with 1,500 riders and 3,500 restaurants.

1.6 A major study by Capital Economics, an independent economic consultancy, revealed in 2017 the significant benefits Deliveroo brings to the restaurant industry in Australia. The study reviewed the impact of Deliveroo for the on-flow of growth and employment in its partner restaurants and the wider restaurant sector. Capital Economics analysed data from a survey conducted by YouGov of Deliveroo's partner restaurants across all markets in which it operates. In Australia it was found that in addition to increased sales and subsequent job creation, there are a range of positive impacts on partner restaurants.

1.7 Just over a third of Australian restaurants partnering with Deliveroo have reached previously untapped customer markets, while 17% have expanded their restaurant operations. The study shows that almost 10% of restaurants have employed at least two more people to cater for increased demand, and in total 1,800 people found work in the restaurant sector as a direct consequence of the service that Deliveroo provides. Should Deliveroo continue to expand at its current pace, its partnership with Australian restaurants will contribute to the creation of 8,500 new restaurant sector jobs by 2020.

1.8 We launched Deliveroo Editions in November 2017, Australia's first delivery-only multi-brand kitchens. We now have two sites in Melbourne, hosting 12 kitchens and 8 restaurant partners, providing jobs for 22 people in total, from chefs to kitchen staff to site managers. And with its Editions expansion plans for 2019, Deliveroo expects to create work for even more people in Australia by the end of this calendar year.

1.9 Motored 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. Editions is good for work, as it creates work for chefs and kitchen staff at its sites, as well as creating more opportunities for Deliveroo riders. Editions is good for consumers, as it allows top restaurants to reach even

more customers and give people greater access to incredible food. And Editions is good for restaurants, providing infrastructure to set up kitchens so they can bring their brands to new areas within 8-12 weeks, enabling leading brands to reach a new customer base. Deliveroo provides restaurants with unique insights that allow them to tailor menu items and pricing, leading in some cases to increases in sales of up to 400%.

2 Key features of the Deliveroo self-employed rider model

2.1 Deliveroo works with self-employed riders in Australia because this offers the flexible work riders seek.

2.2 We know that flexibility is becoming 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 you work, cancel or finish at any point is ideally suited to people who have other commitments; for example a parent who can't work at the last minute as they need to look after an unwell child, a student who wants to change their plans on a weekly basis depending on their coursework, or someone who wants to make some top-up income for a few weeks to save up for Christmas or a special occasion.

2.3 A recent study by YouGov, commissioned by Deliveroo, found that Australians have a growing preference for flexibility rather than fixed shifts and hours, with nearly four out of five people saying that choosing their own working times when starting work is important to them. The survey also found flexibility is a key driver for workers when looking for work, with over half saying they would choose to work with a company that offered flexible work, such as the ability to choose when and where to work each day. This was the most influential factor when deciding what company to work with, even more than a company guaranteeing shifts and hours, which surprisingly was only the fifth most important priority.

2.4 The relationship between an employee and an employer, whether full-time, part-time or casual, is completely different to the relationship between a self-employed platform worker and a platform. In the on-demand economy people can choose whether to work, where to work, when to work, can reject work at any point, can finish work at any point, and can work for multiple companies simultaneously at any point. Riders have no obligation to perform any work, and even where they chose to do so there is no obligation to do so personally - with riders able to appoint delegates at their discretion. This is a fundamentally different relationship than that found in more traditional forms of work, and there is no comparable sector that offers this degree of freedom and control for individuals. Riders are provided with appropriate work, health and safety materials applicable to them and their delegates as part of the process of becoming a rider with Deliveroo, which help to ensure their safety and that of customers and the general public on and off the road.

2.5 Deliveroo chooses to operate this model because it provides riders with the work they tell us they want, and this is reflected in riders' overall satisfaction with Deliveroo. 90% of riders in Australia are happy working with Deliveroo. 80% say they feel part of a community and - crucially - flexible work is the number one thing riders value about working with Deliveroo. We are proud of these results and stay in regular contact with riders to understand and respond to their concerns and priorities.

2.6 Deliveroo's Self Service Booking tool is an example of a change we've made to our business in response to rider feedback. In a 2017 survey of riders, their number one priority when asked what they would improve about working with Deliveroo was for there to be improvements to the app and our technology. Our new Self Serve Booking tool has been developed following extensive feedback from riders. It provides greater certainty over earnings whilst increasing the flexibility riders want. The system predicts the number of orders in any given area and ensures there are the right number of riders to match demand. Riders can book sessions in advance, or choose to turn up at the last minute, but, crucially, they know work will be available. At Deliveroo, riders are at the heart of our business and we will continue to engage with them to ensure we are providing the well-paid and flexible work people want.

2.7 Working with Deliveroo should not be compared to traditional forms of employment. On average Deliveroo riders in Australia choose to work 15 hours a week, earning over \$22.00 per hour on average, while they fit riding around study, hobbies, caring responsibilities or other jobs. Of course, these are just their earnings from Deliveroo; and our survey data suggests many riders work with multiple delivery apps at the same time. This is what the freedom of being classified as self-employed allows them to do. Furthermore, many riders see riding as a short term opportunity rather than a long term commitment - the average amount of time a rider works with Deliveroo is only 5 months. Riders prioritise the ability to fit their lives around their work, not vice versa, and that is what we seek to deliver.

2.8 The key features of working as a self-employed Deliveroo rider are: riders work across multiple platforms in the same hour; riders have no fixed hours (they pick their own); riders can opt to work where they want; riders have no obligation to work at all; and can provide services via a delegate. Riders are free to choose whether to accept or reject any order offered to them and, even after accepting an order, can "unassign" from the order at any time. Riders frequently reject orders - for example, because they're currently completing an order for another platform or restaurant and the offer isn't convenient for them. In the last six months, 93% of riders rejected at least one order and on average each order was rejected once before it was accepted. Deliveroo do not specify how quickly orders must be collected or delivered. Riders agree, as part of the supplier agreement, to deliver orders they chose to complete within a reasonable time period, using any route they determine to be safe and efficient. As a result, we are confident that there is no other type of work that allows you to work whenever or wherever you want; allows you to plan where to work; allows you to work for a competitor at the same time; and allows you to freely delegate work in this way.

3 The future of on demand working

3.1 Deliveroo welcomes the public debate on the future of on-demand working in Australia. Deliveroo's position is that everyone, regardless of the basis of their engagement and the work they choose to do, should be provided with security and benefits, but that the law presently fails to accommodate this.

3.2 The legal concepts of "employee" and "independent contractor" evolved at a time before technology transformed the economy and allowed a platform, such as Deliveroo, to exist and gave people the opportunity to choose new ways of working. Deliveroo's

position is that these concepts cannot provide both the flexibility that Deliveroo riders want and the security which we believe riders deserve.

The differences between on-demand and casual work

3.3 Traditionally, Australian employment law has sought to provide flexibility to employers and employees by allowing workers to be engaged on a “casual” basis. A casual employee generally works irregular hours (with no guarantee of further work or an obligation to accept work), does not receive paid personal/carer’s leave or annual leave and can be dismissed without notice (or payment in lieu) or any redundancy benefits. A casual employee receives a higher hourly pay rate than the equivalent full-time or part-time employees (the casual loading) to compensate them for the lack of paid leave entitlements.

3.4 While casual employment is more flexible than part-time or full-time employment, it is still subject to regulation that would be incompatible with the degree of flexibility that characterises the on-demand economy. For example, casual employees are paid by the hour. An hourly wage is incompatible with the Fee Per Delivery payment model that Deliveroo’s riders value, since this gives them maximum flexibility. On Deliveroo’s Fee Per Delivery model, riders are paid according to each delivery they make, which means they’re able to work with multiple platforms at the same time and choose when to work, meaning they can maximise their earnings and make the most of their time on the road.

3.5 Further, many modern awards require that casual employees be provided with a minimum number of working hours each time they are engaged. For example, the following modern awards (which provide potential coverage for employees working in the food delivery industry) all require minimum shift lengths for casual employees:

- Road Transport and Distribution Award 2010 – 4 hours minimum;
- Restaurant Industry Award 2010 – 2 hours minimum;
- Hospitality Industry (General) Award 2010 – 2 hours minimum; and
- Fast Food Award 2010 – 3 hours minimum.

3.6 These minimum shift length requirements for casual employees conflict with the key features of working as a self-employed Deliveroo rider. Riders can log in or out of the platform at any time - as they have no obligation to work at all, or for any minimum time. As already noted, 67% of all sessions, measured by the duration people are logged into the app, are for under three hours. In fact, almost half (47%) of all sessions were for less than two hours. Further, as any employer, should Deliveroo riders be mandated to work a set number of hours for Deliveroo, Deliveroo would then expect a level of performance for each hour, which we would have to monitor; and we would have to adopt the fixed shift model that defines the traditional employment models but which riders have rejected by seeking work opportunities in the on-demand economy.

3.7 The restrictions inherent to casual employment would also remove the flexibility riders currently enjoy of being able to work for multiple companies simultaneously and, where they wish to do so, transferring the work to a delegate appointed by them. As noted previously, ‘multi-apping’ is a prevalent practice. This is where a rider will be logged in to the apps of several platforms at the same time and will perform deliveries for whichever platform is most convenient for them at any given moment, often making deliveries for

multiple separate companies within any given hour. In this instance, if a rider was a casual employee, it is unclear which company would pay the employee's wage and therefore riders would be mandated to work for one platform at a time only.

Providing benefits to riders

3.8 Deliveroo believes that those who opt to work in the on-demand economy should be entitled to both maximum flexibility as well as greater security. In short, platforms such as ours should be able to offer work-related benefits to riders, for example some form of paid sick and carer's leave, in a way that is compatible with the flexibility that comes with self-employment. This is what Deliveroo riders want, and our view is that any policy change related to how riders work should be rooted in seeking to deliver their objectives and best interests.

3.9 A range of factors are taken into account in ascertaining whether a worker is an employee or an independent contractor. One of the factors that is relevant relates to the terms of the agreement, which includes considering whether or not the worker is provided with benefits ordinarily associated with employment. Where such benefits are provided, that factor will be taken into account in determining the nature of the relationship. There is a risk to Deliveroo that, in providing additional benefits directly to self-employed riders, a finding may be made that doing so has changed the nature of the relationship between Deliveroo and the rider, which would in turn change the rider's employment status. At the moment, therefore, there is a disincentive for platforms who want to protect flexibility to also provide benefits.

3.10 Should riders be reclassified as employees as a consequence of the provision of additional benefits, this in turn would impact the freedom riders currently enjoy to work when and where they choose. This is because the regulated remuneration and provision of benefits such as personal/carer's leave or annual leave that comes with employment status are calculated on the basis of the employee's ordinary hours of work. Should Deliveroo be asked to contribute to work-related benefits, however, it is unclear how Deliveroo would calculate the duration that an individual worked for us.

3.11 This is because what constitutes "ordinary hours of work" is unclear when riders are not under any obligation to do any minimum amount of work, and when they do choose to make themselves available to perform services by logging on to the app, they can reject any particular delivery offered to them, including because they are actually working with another platform at the same time as being online on Deliveroo. Furthermore, it is not clear what would constitute a "continuous period" of employment in the on-demand economy where work patterns are highly variable. We do not know whether this would begin from the moment a rider on-boarded, or whether this would be subject to having performed a certain quantity of work across a specific period of time. Nor would it be clear how riders who choose to take long periods of time away from working with Deliveroo should be treated. If this practice were prohibited, this would also remove much of the flexibility we know riders value - for example, 60% of riders who have been working with Deliveroo for at least six months have taken one month or more of consecutive time away from Deliveroo.

3.12 Riders are often simultaneously working for other companies while logged in, which means it is unclear which company would be liable for payments and the accrual of

benefits during this period. Additionally, the right of delegation that all riders have means it may not even be the rider with whom Deliveroo has a supplier agreement who is working at any given time. It is far from clear that time logged on to the app should simply be equated with “ordinary hours of work”.

3.13 Should riders be reclassified as “employees” and Deliveroo had to pay riders and provide work-related benefits according to a traditional definition of “ordinary hours of work”, demand for work with Deliveroo would likely fall as it would no longer be highly flexible in nature and therefore not as popular. As a result, Deliveroo would work with fewer riders on the road who, unlike now, would operate in fixed shifts. This would be bad for riders, who could not work as they wish; would be bad for customers, who would be denied choice and speed as a result of fewer riders being on the road; and bad for restaurants, who would see lower revenue growth from deliveries through the Deliveroo platform.

4 Need for legislative reform

4.1 To end the trade-off between flexibility and security, we believe law reform should be considered that allows workers to accrue benefits on the basis of work performed, for example the number of deliveries completed or the value of fees earned, rather than their ordinary hours of work, and that the provision of benefits by a company to a self-employed contractor should not impact their employment status.

4.2 This is Deliveroo’s global position and one we have articulated to Governments and Parliaments in other markets we operate in. In the UK, where Deliveroo is headquartered, the Government commissioned a Review of Modern Working Practices. In its submission to the Review, Deliveroo stated:

“We want to make sure that our riders retain the considerable freedoms that they enjoy at the moment - the freedoms that come with self-employment - but we also want to make sure that they can enjoy a greater level of security. The on-demand economy has changed the way people work and eat. The policy challenge is working out how to make sure that employment law and benefit entitlements fit with this new economic framework.

It is not up to Deliveroo to define classes within employment law - and nor is it our place to do so. But one potential solution to the public policy challenge created by the on-demand economy is for new legislation to make it clear that the self-employed can receive benefits without there being a risk to the relationship being reinterpreted by the courts. Ideally, new legislation would make it clear that the self-employed can receive more benefits - coming closer to what ‘workers’ currently receive - while retaining the right of the company and the self-employee to negotiate a fair and equitable system for calculating entitlements on an accrual basis. Another potential solution to this problem would be to create a wholly new category of employment which would provide a level of security while at the same time allowing companies to calculate entitlements based on services delivered. This would provide those who fall into this new category with both security and a highly flexible relationship.”

4.3 We very much hope these ideas will be considered in the Australian context. The Australian regulatory landscape is complex, and we were heartened by Inquiry's acknowledgement in its background paper that any intervention would consider the role of State vs Commonwealth legislation, as well as the need to be practically enforceable. However, Deliveroo believes that all riders in Australia deserve to benefit from any law reform that enables companies like ours to offer new benefits to riders. A patchwork of incompatible State regulations risks creating confusion for riders. It is our view that it would be unfair if something as important as the degree of a security that an individual has when they work were to be subject to widely varying rules that may not be known to them when they cross State or Territory borders. Therefore, we believe that the Federal Government should work in tandem with the State Governments to solve this policy and legal challenge - potentially through the Council of Australian Governments (COAG) agreeing to "model" legislation that could be implemented uniformly at State and Territory level.

4.4 Just as the Fair Work Act has been so important in providing a foundation of standards for the traditional workplace, an equivalent is now needed to build on this for modern ways of working. A Commonwealth 'Future Work Act' (with model State and Territory legislation) could, for example, outline the relationship between platforms and contractors that ends the trade-off that currently exists in legislation between flexibility and security, giving those in the on-demand economy what they want, which is both. A 'Future Work Act' could set out the responsibilities companies have to contractors - the freedoms and flexibility that contractors can rely on as well as the security they can expect.

- **Freedom and Flexibility:** The 'Future Work Act' could define the flexibility that on-demand workers must be guaranteed, for example the right to set their own working patterns, and clarity that there is no obligation to perform work or accept set hours, and no penalty for working with multiple providers.
- **Security:** The 'Future Work Act' could outline that a company is able to directly provide certain benefits to contractors, including - for example - accident and injury or third party liability insurance; income protection when temporarily unable to work because of an accident; sick pay; is able to provide training, such as specialist training courses related to the work contracted for, or training for wider life skills or educational qualifications that are unrelated to the work the contractor performs.

4.5 Other countries, notably France, are currently considering how such principles can be enshrined in legislation. Australia should join them in modernising our statute book in line with a world of work whose practices have outpaced the regulatory framework that governs it. Deliveroo would propose a Future Work Commission that brings together all relevant stakeholders - businesses, unions, political parties, and importantly on-demand workers themselves - to examine how this could be achieved.

4.6 The answer to the policy challenge of people seeking new ways of working cannot be to deny them the very flexibility that has attracted them to opt for new types of work in the first place, or to entrench a system that disincentivises companies from offering contractors greater security in the form of benefits, as the current system does. This would be the consequence of simply reclassifying on-demand workers as 'employees', and it would fail to serve the interests or wishes of the on-demand workforce.

4.7 As our CEO recently wrote, *“We want the innovation we champion in the economy to now be matched with innovation in policy-making. 75% of our riders say they want increased security but don’t want this to compromise the flexibility they value. We should answer their call.”*

5 Conclusion

5.1 Deliveroo wants to work with all stakeholders to make sure we combine the flexibility of on-demand work which people want, with the security they deserve. Companies should not have to be forced, as they effectively are now, to choose between offering workers a relationship with a great deal of flexibility and fewer benefits or a relationship with much less flexibility and more benefits. Companies should be able to offer the best of both worlds. Were the law more accommodating, we would seek to give our riders greater security without sacrificing their flexible supplier agreements.

5.2 We hope this submission is helpful to policy makers when it comes to the motivations people have for choosing to work in this way and for working out a way forward to create a framework that is fit for the future of Australia, supporting the growing on-demand economy and those who work in it. As set out at the start of this response, we would be delighted to invite any members of the Inquiry team to meet Deliveroo riders at a focus group, where they could discuss why riders choose flexible, on-demand work.



Australian Government

Department of Infrastructure, Transport, Cities and Regional Development

Bureau of Infrastructure, Transport and Regional Economics



National profile of Transport, postal and warehousing workers in 2016

At a glance

- The Transport, postal and warehousing (TPW) industry is a significant contributor to the national economy, accounting for 4.9 per cent (or \$85.0 billion) of value added in 2017–18 and employing 651 600 persons as of May 2019. This study provides a national profile of persons employed in TPW, using data from the Australian Bureau of Statistics' (ABS) *Census of Population and Housing*.
- Total transport activity contributed 7.4 per cent of Australian GDP in 2015-16, with 4.6 per cent due to TPW and a further 2.7 per cent due to transport activity in other industries. Total transport value added was \$125.3 billion in 2015-16, and there were 1.0 million persons in transport-related employment across the economy, representing 8.6 per cent of all employed persons.
- Forty two per cent of TPW employment was in Road transport (principally in Road freight transport), according to the 2016 census. Other key sub-industries are Postal and courier pick-up and delivery services (16 per cent), Transport support services (13 per cent) and Air and space transport (10 per cent).
- Between 2011 and 2018, the TPW industry added 65 700 employed persons, according to the ABS *Labour Force Survey*. Most of this growth (52 200 employed persons) was in Road transport.
- The TPW workforce is largely male, with 77 per cent of jobs held by males in 2016, compared to 52 per cent of all jobs. The male employment share has barely changed over the last decade.
- As of 2016, 25.4 per cent of TPW workers were aged 55 and over, which is considerably higher than the all-industry figure of 19.2 per cent. The TPW workforce has been ageing more rapidly than the overall workforce—from 2011 to 2016, the proportion aged 55 and over rose by 2.5 percentage points in TPW, compared to a 1.6 percentage point rise for total employment.
- Most people who work in the TPW industry are employed on a full-time basis (75 per cent). While a relatively high proportion reported working 49 or more hours per week, this proportion declined by 4.3 percentage points between 2011 and 2016 (from 26.8 to 22.5 per cent).
- Machinery operators and drivers contribute 44 per cent of TPW employment, compared to 6 per cent of total employment. The single most important occupation is Truck drivers, with 78 500 working in TPW in 2016, representing a decline of 6 400 from 2011.
- People employed in TPW are generally less educated than the average Australian worker—53 per cent hold a recognised post-school qualification (compared to 66 per cent of all employed persons), while 16 per cent hold bachelor degree or higher qualifications (compared to 31 per cent of all employed persons). However, educational attainment did improve from 2011 to 2016, with 43 700 additional TPW workers holding recognised post-school qualifications.
- Since 2011, average weekly earnings growth for TPW has outpaced the all-industry total (averaging 2.9 versus 2.5 per cent growth per annum). There is evidence of particularly high income growth in the Rail transport sub-industry and for Air transport professionals (e.g. pilots) between 2011 and 2016.

Introduction

The Transport, postal and warehousing (TPW) industry is a significant contributor to the national economy, accounting for 4.9 per cent (or \$85.0 billion) of value added in 2017–18 (ABS 2018a) and employing 651 600 persons as of May 2019 (ABS 2019a).

This Information Sheet provides a national profile of persons employed in the TPW industry, based on data from the Australian Bureau of Statistics' (ABS) *Census of Population and Housing* for 2016. It updates BITRE Information Sheet 54 *National profile of Transport, postal and warehousing workers*, which was based primarily on ABS 2011 census data (BITRE 2014). This update provides details of the sub-industries in which TPW workers are employed, their employment status, hours worked, gender, age, occupation, educational qualifications, income, work location and commuting behaviour. In addition to providing this national snapshot of the characteristics of TPW workers in 2016, the Information Sheet also describes some of the key changes that have occurred since 2011, such as the ageing and upskilling of the TPW workforce.

Data sources

The principal data source for this study is the ABS *Census of Population and Housing* for 2016 and 2011 (and in some instances, 2006). Census employment data provides a count of the total number of employed persons aged 15 and over, irrespective of whether they are working on a full-time or part-time basis.

The industry disaggregation of employment is based on the Australian and New Zealand Standard Industrial Classification (ANZSIC) 2006 (ABS 2006), and the analysis focuses on industry division I—Transport, postal and warehousing. The focus on employment in the TPW industry means that people whose job involves transport-related duties are excluded if they work for a business that is classified to a different industry. The potential implications of this issue are explored in the following section.

Place of usual residence data is used to ensure maximum coverage of people employed in the TPW industry, many of whom do not have a fixed place of work. While the Information Sheet focuses on place of usual residence data, the analysis of work location does draw on place of work data to a limited extent.

Counts of employed persons from the ABS census are consistently lower than counts from the ABS *Labour Force Survey*, which provides Australia's official measure of employment.¹ According to the 2016 census, there were 10.7 million employed persons in Australia, which is 10 per cent below the *Labour Force Survey* estimate of 11.9 million for August 2016 (ABS 2019a).² Moreover, the 2016 census identified about 499 000 TPW employed persons, which is 17 per cent below the *Labour Force Survey* estimate of 601 000 TPW employed persons for August 2016. Consequently, census data provides a conservative estimate of total TPW employment. It is nevertheless preferred to *Labour Force Survey* data as the key data source for this study as it is better able to support a wide range of detailed disaggregations of TPW employment.

While this national profile of TPW workers in 2016 is primarily based on census data, it will also use the latest ABS' *Australian National Accounts* and *Labour Force Survey* data to summarise the economic significance of the TPW industry, as well as drawing out some of the relevant insights from the ABS' *Experimental Transport Satellite Account 2010-11 to 2015-16* regarding the role of transport activity in non-transport industries. ABS *Average Weekly Earnings* data is also used to summarise recent changes in wages for TPW workers.

¹ ABS (2012a) outlines the methodology and scope differences between the two collections.

² As of May 2019, there were 12.9 million employed persons in Australia and 651 600 employed in the TPW industry (ABS 2019a).

Economic significance

Transport, postal and warehousing industry

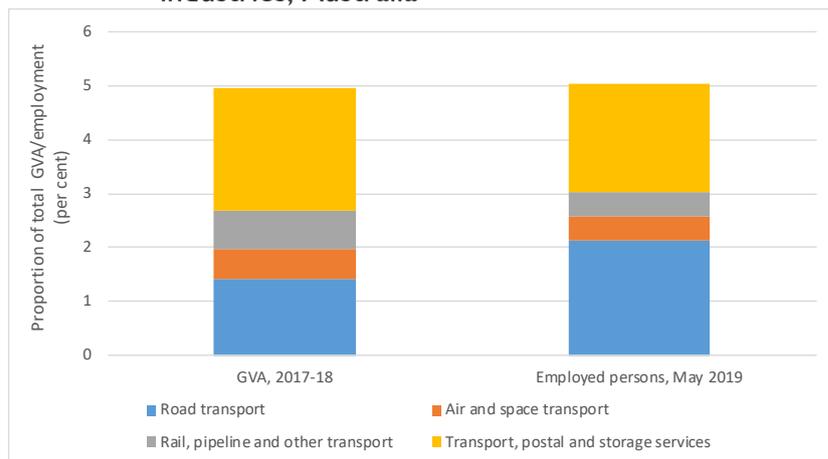
This Information Sheet provides a national profile of the employment of businesses that are coded by the ABS to the ANZSIC Transport, postal and warehousing (TPW) industry. Businesses are coded to the TPW industry when their primary activity is in transport and/or storage (ABS 2011).

The Gross Value Added (GVA) by industry data from the ABS' *Australian National Accounts* provides the best measure of the economic significance of the TPW industry, while the ABS *Labour Force Survey* (LFS) provides the best aggregate measure of employment in the TPW industry.³

- In 2017-18, the Gross Value Added of the TPW industry was \$85.0 billion, representing 4.9 per cent of total GVA (at current prices).
- The latest employment data relates to May 2019, when the TPW industry had 651 600 employed persons, representing 5.0 per cent of all Australian employment.

Figure 1 shows the contributions of the different TPW sub-industries to both GVA and employment. Clearly, the Road transport sub-industry makes a much larger contribution to employment than to GVA⁴, while the opposite is true for the remaining three sub-industries.

Figure 1 Economic and employment contribution of Transport, postal and warehousing sub-industries, Australia



Notes:

1. The four industry groupings used here are those used in ABS Cat. 5204.0.

2. GVA based on chain volume measures, valued at basic prices.

Sources: ABS Cat. 5204.0 *Australian System of National Accounts*, 2017-18 and ABS Cat. 6291.0.55.003 *Labour Force, Australia*, Detailed, Quarterly, May 2019.

Figure 2 shows how the economic contribution of the TPW industry varies across jurisdictions. In the three most populous states of NSW, Victoria and Queensland, the TPW industry contributes over 5 per cent of GVA. However, the share lies below 5 per cent in all of the remaining jurisdictions, and is particularly low for the ACT, where it represents only 2.2 per cent of the ACT's total industry GVA.

Figure 3 illustrates trends over the last few decades in the relative contribution of the TPW industry to total employment and to total industry GVA. Since 1990, TPW's share of total industry GVA has largely hovered between 5.0 and 5.5 per cent, but has shown a slight downward trend. TPW's share of employment is more volatile, but also appears to be trending downward. Thus, the economic contribution of the TPW industry has declined slightly over the last few decades.

³ However, the LFS is a sample survey that is not suitable for detailed disaggregation by worker characteristics and region.

Therefore the employment analysis in this Information Sheet is largely based on the ABS *Census of Population and Housing*.

⁴ Road transport accounts for 29 per cent of TPW GVA, compared to 42 per cent of TPW employment.

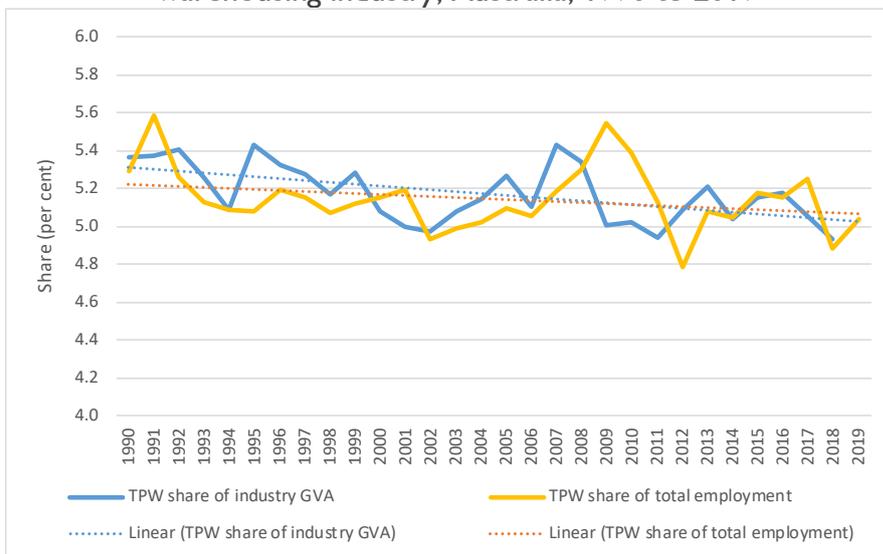
Figure 2 Economic contribution of Transport, postal and warehousing industry by state and territory, 2017-18



Note: GVA valued at current prices.

Sources: ABS Cat. 5220.0 *Australian National Accounts: State Accounts*, 2017-18.

Figure 3 Relative economic and employment contribution of Transport, postal and warehousing industry, Australia, 1990 to 2019



Note: GVA valued at current prices. GVA data relates to financial year ended June, while employment data relates to quarter ended May of relevant year.

Sources: ABS Cat. 5204.0 *Australian System of National Accounts, 2017-18* and ABS Cat. 6291.0.55.003 *Labour Force, Australia, Detailed, Quarterly, May 2019*.

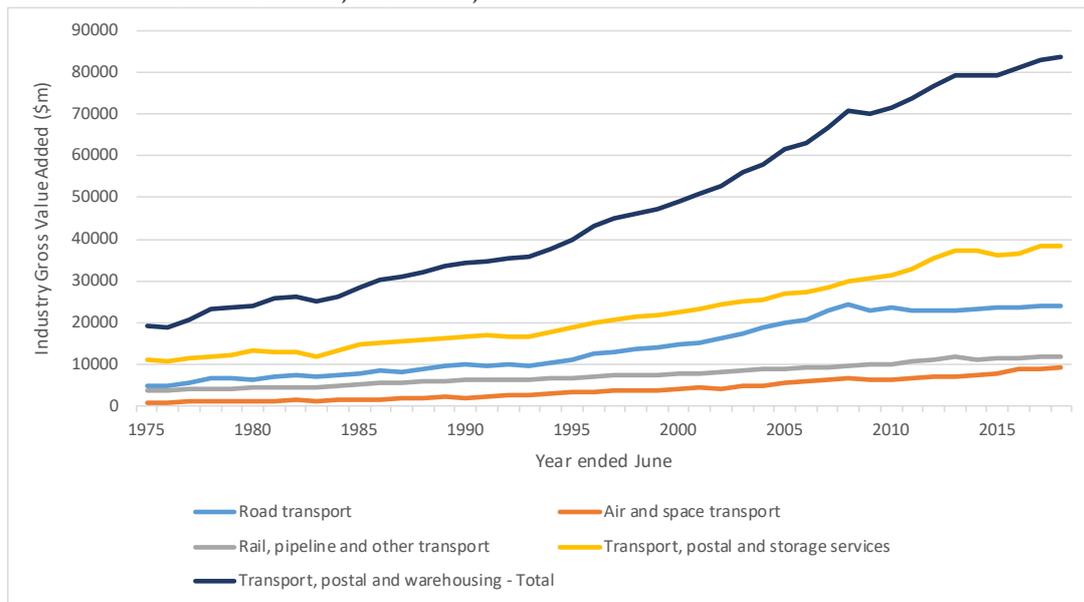
Figure 4 shows the long term national trends in the GVA of the TPW industry and its sub-industries.

- Between 1974-75 and 2017-18, the TPW industry recorded average annual GVA growth of 3.5 per cent per annum.
- The Air and space transport sub-industry grew very strongly, averaging 5.4 per cent per annum.

Over the last decade (2007-08 to 2017-18), the GVA of the TPW industry has risen by an average of 1.7 per cent per annum. The Air and space transport sub-industry has continued to grow relatively strongly, averaging 3.6 per cent growth in GVA per annum. Transport, postal and storage services have also grown reasonably strongly, averaging 2.5 per cent growth per annum. However, Figure 4 shows that the GVA of the Road transport sub-industry has been quite flat over the last decade.⁵

⁵ It recorded an average annual decline of 0.2 per cent per annum over the 10 year period.

Figure 4 Industry Gross Value Added of Transport, postal and warehousing industry and its sub-industries, Australia, 1974-75 to 2017-18

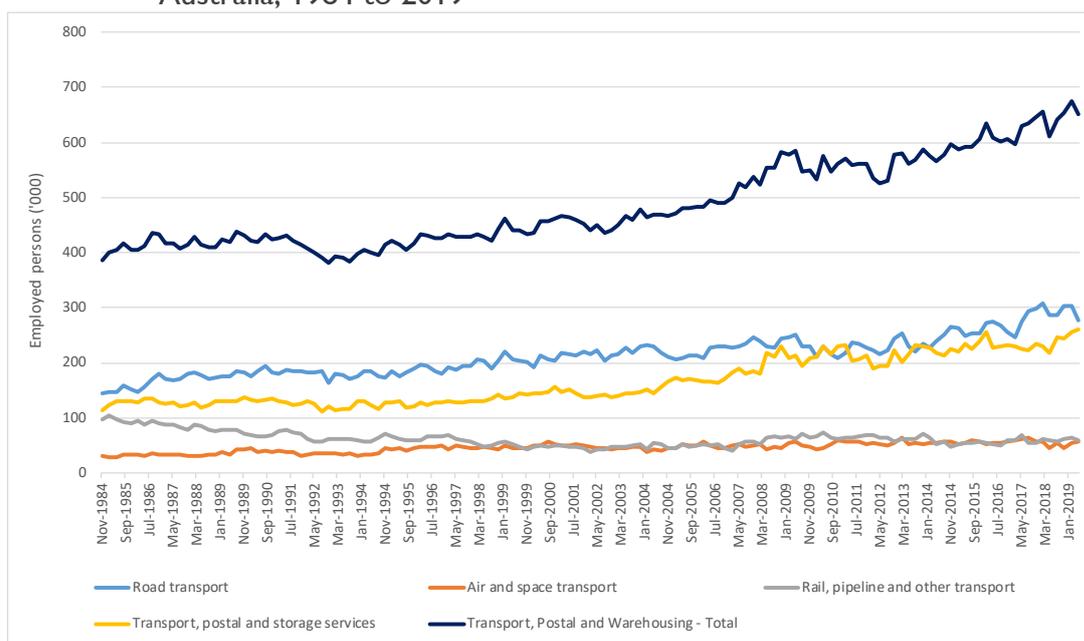


Notes: The four industry groupings used here are those used in ABS Cat. 5204.0.

Source: ABS Cat. 5204.0 *Australian System of National Accounts, 2017-18*.

Figure 5 shows the long term trends in employment for the TPW industry and its sub-industries. The chart shows much more volatility than Figure 4 as the underlying data is quarterly, and reflects seasonal variation as well as other sources of variation. Between May 1985 and May 2019, the TPW industry recorded average annual employment growth of 1.4 per cent per annum, compared to the all-industry average of 2.0 per cent. Employment growth was strongest for the Transport, postal and storage services sub-industry (averaging 2.1 per cent per annum), with the Warehousing and storage services component growing particularly strongly. Road transport had slightly slower growth but remained the largest sub-industry, accounting for 42 per cent of TPW employment as of May 2019. However, the Rail, pipeline and other transport sub-industry saw a significant loss of jobs, concentrated in the first half of the period, associated with the deregulation, corporatisation and privatisation of state-owned rail operations.

Figure 5 Employment in Transport, postal and warehousing industry and its sub-industries, Australia, 1984 to 2019



Notes: The four industry groupings used here are those used in ABS Cat. 5204.0. TPW not further defined was omitted.

Source: ABS Cat. 6291.0.55.003 *Labour Force, Australia, Detailed, Quarterly, May 2019*.

Total transport activity

Significant transport activity occurs in other (non-TPW) industries, such as Mining, Manufacturing, Construction, Retail trade and Wholesale trade. For example, a retail business may use the retailer's own truck to deliver goods from the warehouse to the retail outlet, rather than hiring the transport service from a TPW business.

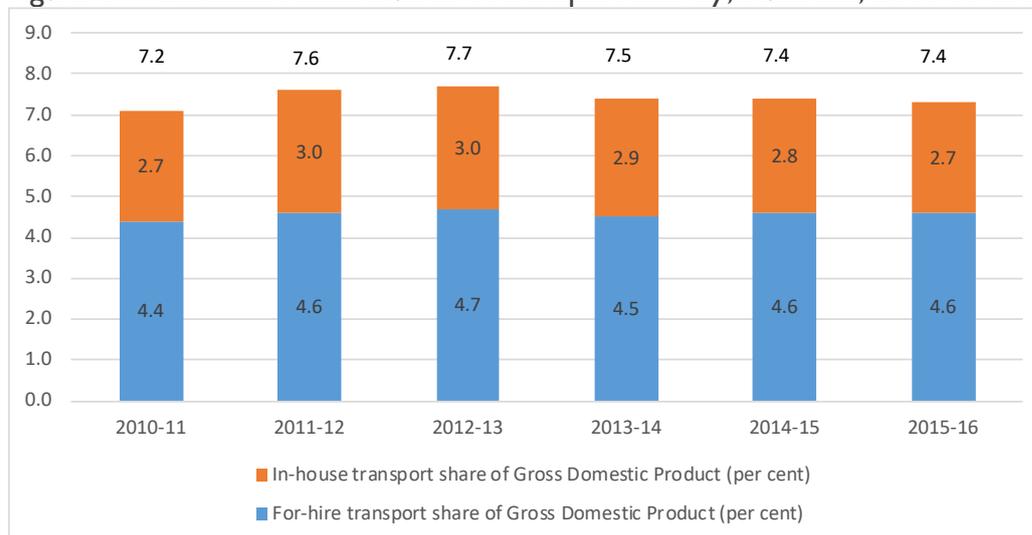
The ABS has prepared *An Experimental Transport Satellite Account* for 2010-11 to 2015-16 (ABS 2018b), which provides a more comprehensive picture of transport by bringing together the transport activity conducted on a for-hire basis by businesses classified to the TPW industry, with in-house transport activity of businesses in other industries. The satellite account identifies the full extent of transport activities, beyond that undertaken by the traditionally defined transport (or TPW) industry.

Figure 6 shows that total transport activity contributed 7.4 per cent of Australian GDP in 2015-16, with 4.6 per cent due to the TPW industry (which represents for-hire activity)⁶ and a further 2.7 per cent due to in-house transport activity in other industries. The contribution of transport activity to GDP has fluctuated over the period, standing at 7.2 per cent in 2010-11, before rising to 7.7 per cent, and then showing a slight decline between 2012-13 and 2015-16.

Generally, the TPW industry has accounted for about 60 per cent of transport activity in Australia. In 2015-16, total transport GVA was \$125.3 billion. The TPW industry contributed \$80.1 billion, with other significant contributions being made by Construction (\$8.4 billion), Public administration and safety (\$5.6 billion), Mining (\$4.7 billion), Agriculture, forestry and fishing (\$4.5 billion) and Manufacturing (\$3.9 billion).

The majority (61 per cent) of Road transport's contribution to Transport GVA arises from in-house services in non-TPW industries, such as Construction. About half of Water transport's contribution to Transport GVA arises from in-house services in non-TPW industries, such as Defence. However, the majority of the Transport GVA contribution of Rail transport (80 per cent) and Air transport (92 per cent) is due to the TPW industry.

Figure 6 Economic contribution of transport activity, Australia, 2010-11 to 2015-16



Notes:

1. The data label at the top of each column represents the sum of the in-house and for-hire transport shares of GDP.
2. The for-hire transport share in this chart differs from the TPW share presented in Figure 3, as net taxes are deducted off the TPW GVA figure, and it is then expressed as a share of GDP (rather than total industry GVA).

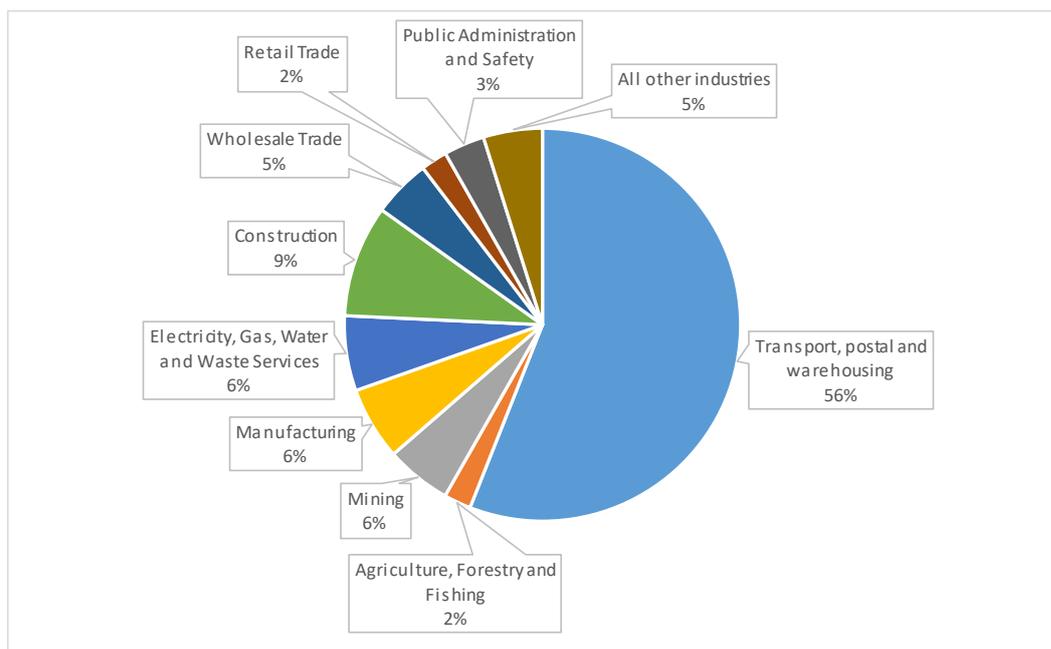
Sources: ABS Cat. 5720.0 *Australian Transport Economic Account: An Experimental Transport Satellite Account*.

⁶ This 4.6 per cent contribution to GDP is lower than the 4.9 per cent of GVA, reported as TPW's economic contribution for 2017-18 at the beginning of the previous section. The two numbers are calculated on a different basis (with the Transport Satellite Account figure deducting net taxes from GVA, and then dividing by GDP). The Transport Satellite Account calculation method could not be replicated for 2017-18 as the ABS does not separate out net taxes by industry in its annual *National Accounts* publication.

In 2015-16, there were an estimated 1.0 million persons in transport-related employment across the economy, accounting for 8.6 per cent of all employed persons. People can have multiple jobs, and in 2015-16, there were an estimated 1.1 million transport-related jobs across all industries, accounting for 8.4 per cent of all Australian jobs.

Census data on occupation provides additional insight into the extent to which transport activity is undertaken by industries other than TPW. Truck drivers are the occupation most commonly associated with transport activity. In 2016, there were 148 600 truck drivers in Australia, and Figure 7 reveals that only 56 per cent of them worked in the TPW industry. Other significant employing industries include Construction, Manufacturing, Electricity, gas, water and waste services, Mining and Wholesale trade. A detailed profile of truck drivers in Australia in 2016 is presented in Box 1 (see pp. 25-27).

Figure 7 Employing industry of Truck drivers, Australia, 2016



Notes: Based on 4-digit 'Truck driver' occupation. Excludes industry not stated or inadequately described.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

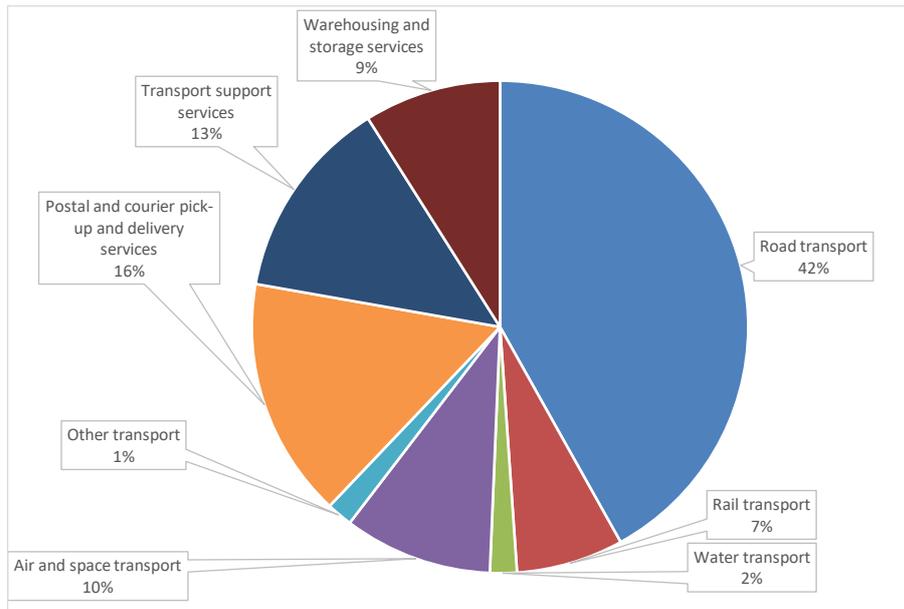
The remainder of this Information Sheet will focus on providing a detailed profile of employment in the TPW industry, based largely on ABS *Census of Population and Housing* data. When interpreting this data, it should be kept in mind that the TPW industry only captures about 60 per cent of all transport activity in the Australian economy.

National profile for 2016

Sub-industries

Of the 499 485 persons that the census identifies as being employed in Australia's TPW industry in 2016, Figure 8 shows that 42 per cent were employed in Road transport. About two thirds (65 per cent) of Road transport employment is in Road freight transport, rather than the different types of road passenger transport (see Table 1). Other important sub-industries at the 2-digit ANZSIC scale include Postal and courier pick-up and delivery services (which accounts for 16 per cent of TPW employment), Transport support services (13 per cent), Air and space transport (10 per cent) and Rail transport (7 per cent).

Figure 8 Transport, postal and warehousing employment by 2-digit sub-industry, Australia, 2016



Notes:

1. Based on ANZSIC 2006 (Revision 2) 2-digit industries (ABS 2013a).
2. Industry shares of total employment are calculated after excluding TPW not further defined.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

At the more detailed 4-digit industry scale, Table I shows that the top employing industries are Road freight transport (which contributes 27.2 per cent of TPW employment), Air and space transport (9.7 per cent), Postal services (8.7 per cent), Other warehousing and storage services (8.3 per cent), Courier pick-up and delivery services (6.9 per cent), Taxi and other road transport (6.3 per cent) and Urban bus transport (6.1 per cent).

Table I Transport, postal and warehousing employment by 4-digit sub-industry, Australia, 2016

2-digit category	4-digit category	Employed persons	Share of TPW employment (per cent)
Road transport	Road freight transport	129 525	27.2
	Interurban and rural bus transport	4 624	1.0
	Urban bus transport (including tramway)	28 866	6.1
	Taxi and other road transport	30 140	6.3
	Road passenger transport, nfd	5 440	1.1
	Road transport, nfd	951	0.2
	<i>Subtotal</i>	<i>199 557</i>	<i>41.9</i>
Rail transport	Rail freight transport	9 676	2.0
	Rail passenger transport	16 968	3.6
	Rail transport, nfd	6 610	1.4
	<i>Subtotal</i>	<i>33 259</i>	<i>7.0</i>
Water transport	Water freight transport	2 658	0.6
	Water passenger transport	1 888	0.4
	Water transport, nfd	3 779	0.8
	<i>Subtotal</i>	<i>8 318</i>	<i>1.7</i>
Air and space transport	Air and space transport	46 174	9.7
Other transport	Scenic and sightseeing transport	5 855	1.2
	Pipeline transport	1 625	0.3
	Other transport nec	565	0.1
	Pipeline and other transport, nfd	7	0.0
	<i>Subtotal</i>	<i>8 050</i>	<i>1.7</i>
Postal and courier pick-up and delivery services	Postal services	41 357	8.7
	Courier pick-up and delivery services	32 784	6.9
	Postal and courier pick-up and delivery services, nfd	813	0.2
	<i>Subtotal</i>	<i>74 960</i>	<i>15.7</i>
Transport support services	Stevedoring services	3 430	0.7
	Port and water transport terminal operations	7 294	1.5
	Other water transport support services	3 225	0.7
	Water transport support services, nfd	242	0.1
	Airport operations and other air transport support services	11 717	2.5
	Other transport support services, nfd	404	0.1
	Customs agency services	1 531	0.3
	Freight forwarding services	17 163	3.6
	Other transport support services nec	17 939	3.8
	Transport support services, nfd	267	0.1
	<i>Subtotal</i>	<i>63 203</i>	<i>13.3</i>
Warehousing and storage services	Grain storage services	2 678	0.6
	Other warehousing and storage services	39 408	8.3
	Warehousing and storage services, nfd	414	0.1
	<i>Subtotal</i>	<i>42 503</i>	<i>8.9</i>
Transport, postal and warehousing, nfd		23 469	na
Total - Transport, postal and warehousing		499 485	100.0

Notes:

1. Based on ANZSIC 2006 (Revision 2) 2 and 4-digit industries (ABS 2013a).
2. Industry shares of total employment are calculated after excluding TPW not further defined.
3. 4-digit industries with zero employment were excluded from the table.
4. nfd=not further defined. nec=not elsewhere classified. na=not applicable.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

Type of employment

Most people who work in the TPW industry are employed on a full-time basis. Of those who were employed in the TPW industry and at work at census time, 75.5 per cent worked full-time, whereas across all industries only 65.5 per cent of people were employed on a full-time basis, according to the 2016 census (Table 2). While 79.8 per cent of male TPW workers are employed on a full-time basis, only 61.3 per cent of female TPW workers are employed full-time.

Table 2 also shows the proportion of full-time employed persons in the 2-digit TPW sub-industries. Rail transport had the highest proportions of both male and female full-time employment compared to other sub-industries, whilst the Postal and courier pick-up and delivery services sub-industry had the lowest proportions of males and females employed full-time.

Table 2 Proportion of full-time employed persons in the TPW industry by sub-industries and gender, Australia, 2016

TPW 2-digit sub-industries	Male	Female	All persons
	Proportion (per cent)		
Road transport	78.4	57.1	75.1
Rail transport	93.0	83.2	91.1
Water transport	86.4	69.5	81.2
Air and space transport	79.1	59.8	71.7
Other transport	76.2	62.3	71.7
Postal and courier pick-up and delivery services	75.7	54.1	68.9
Transport support services	81.6	70.2	78.6
Warehousing and storage services	80.7	64.8	76.7
Total TPW employed persons	79.8	61.3	75.5
Total employed persons (all industries)	78.2	51.2	65.5

Notes:

1. Based on ANZSIC 2006 (Revision 2) 2 -digit industries (ABS 2013a).

2. TPW not further defined is included in TPW total, but is not shown separately.

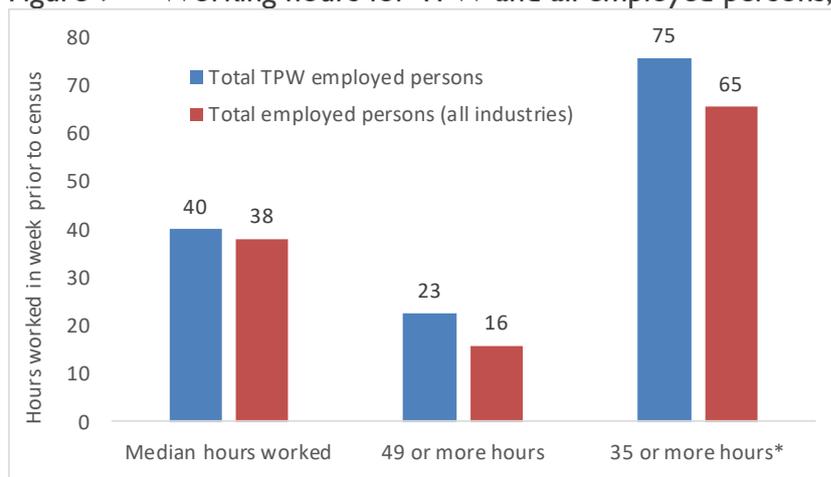
Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

Figure 9 shows how the TPW industry compares to the all-industry total across three different measures of working hours, whilst Table 3 presents the proportion working 49 or more hours per week by TPW sub-industries and gender.

A relatively large proportion of TPW employed persons report working 49 or more hours per week (23 per cent, compared to 16 per cent of employed persons nationally). The median hours worked in the TPW industry was 40 hours, which is slightly higher than the median of 38 hours for all employed persons.

Long working hours are particularly prevalent in Road transport (where 30 per cent work 49 or more hours per week) and in Water transport (29 per cent) (Table 3). In contrast, a relatively small proportion (12-13 per cent) of those employed in Air and space transport and Warehousing and storage services work 49 or more hours per week. Across all the TPW sub-industries, long working hours are much more prevalent for males than for females.

Figure 9 Working hours for TPW and all employed persons, Australia, 2016



Notes:

1. * ABS definition of full-time.

2. All measures exclude employed persons who worked zero hours in week prior to census night.

3. nfd=not further defined.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

Table 3 Proportion of employed persons who work 49 or more hours per week by TPW sub-industries and gender, Australia, 2016

TPW 2-digit sub-industries	Male	Female	All persons
	Proportion (per cent)		
Road transport	34	11	30
Rail transport	18	12	17
Water transport	36	12	29
Air and space transport	16	9	13
Other transport	28	12	23
Postal and courier pick-up and delivery services	21	9	17
Transport support services	23	9	19
Warehousing and storage services	14	6	12
Total TPW employed persons	27	9	23

Notes:

1. Based on ANZSIC 2006 (Revision 2) 2-digit industries (ABS 2013a).

2. nfd=not further defined.

3. TPW not further defined is included in TPW total, but is not shown separately.

4. Calculation of proportion excludes employed persons who worked zero hours in week prior to census night.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

Nationally in 2016, more than 88 per cent of TPW workers are employed in the private sector, slightly higher than all employed persons (85 per cent) (Table 4). Among government sectors, the proportion of TPW workers employed by the national government was higher (6.6 per cent) than by the state/territory governments (4.9 per cent), whilst the pattern was opposite for all employed persons.

Table 4 TPW employed persons by sectors, Australia, 2016

	Private	Government			All sectors
		National	State/Territory	Local	
	Proportion (per cent)				
Total TPW employed persons	88.3	6.6	4.9	0.2	100.0
Total employed persons (all industries)	84.6	4.0	9.9	1.5	100.0

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

Further analysis (based on 2-digit TPW industry) reveals that (data not shown):

- About 40 per cent of Rail transport workers are employed by state/territory governments
- More than one third (37 per cent) of Postal and courier pick-up and delivery services workers are employed by the national government.
- Around 16 per cent of Transport support services workers are employed by government (both national and state/territory) agencies.

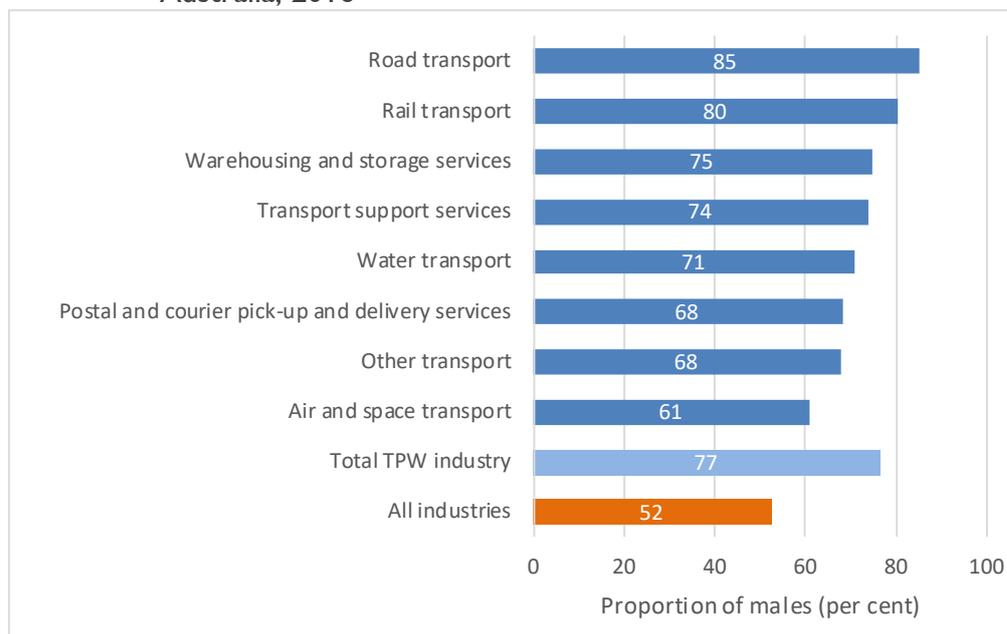
In terms of employment status, 83 per cent of people working in the TPW industry are employees and another 7 per cent are an 'Owner manager of unincorporated enterprise without employees'. The respective proportions for all-industry workers are 84 per cent and 6 per cent. The Rail transport and Air and space transport sub-industries had the highest proportions of employees (98 per cent and 97 per cent, respectively), while Road transport and Postal and courier pick-up and delivery services had the lowest proportion of employees (75 per cent each).

Demographics

The TPW industry has a predominantly male workforce, with 77 per cent of jobs being held by males, compared to 52 per cent of jobs in the overall economy (Figure 10). Two industries have a higher male employment share than TPW, namely Mining (84 per cent) and Construction (87 per cent).

The Road transport sub-industry had the highest proportion of male workers (85 per cent), followed by Rail transport (80 per cent). While all TPW sub-industries had a predominantly male workforce, the Air and space transport industry had the highest female representation, at 39 per cent.

Figure 10 Gender split of Transport, postal and warehousing employment by sub-industries, Australia, 2016

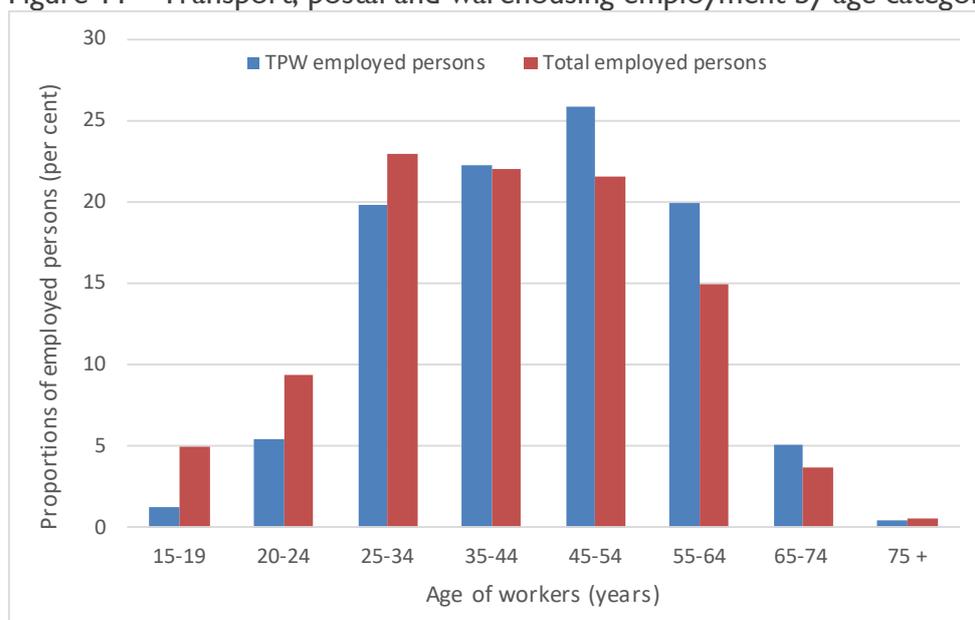


Note: TPW not further defined is included in TPW total, but is not shown separately.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

The age composition of the TPW industry is significantly different to that of the overall workforce. As Figure 11 shows, the younger age groups (up to age 34) are under-represented in TPW, whereas 45–64 year olds are over-represented. As of 2016, 25.4 per cent of TPW workers nationally were aged 55 and over, which is considerably higher than the all-industry figure of 19.2 per cent. Many of these workers are planning to retire in the next decade, and replenishment with younger workers is proving challenging (Transport and Logistics Industry Skills Council 2015).

Figure 11 Transport, postal and warehousing employment by age category, Australia, 2016



Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

The median age of TPW employed persons in 2016 was 45 years, compared to the all-industry median age of 40 years (Table 5). The TPW industry has the second oldest workforce after the Agriculture, forestry and fishing industry, which has a median age of 48 years, with 37.0 per cent of workers aged 55 and over. This older age structure is evident for most of the TPW sub-industries, but is most pronounced for Road transport (which has a median age of 47, with 30.1 per cent of workers aged 55 and over) and Postal and courier pick-up and delivery services (which also has a median age of 47 and 28.2 per cent of workers aged 55 and over) (Table 5). Median ages are generally higher for male workers than female workers in the TPW sub-industries, with the exception of the Postal and courier pick-up and delivery services and Warehousing and storage services sub-industries.

Male TPW workers have a higher median age than female TPW workers (45 years versus 43 years). Both exceed the all-industry median age, which is 41 years for males and 40 years for females (Table 5). Similarly, male TPW workers are more likely to be aged 55 and over than female TPW workers (26.9 versus 20.3 per cent), and both exceed the all-industry proportions of 20.0 per cent for males and 18.3 per cent for females. Thus, the older age structure of TPW workers is evident for both genders, but is considerably more pronounced for males.

Within the TPW industry, the 2-digit occupation of Road and rail drivers—which accounts for 34 per cent of TPW jobs—is particularly affected, with a median age of 48 years and 32.8 per cent of workers aged 55 and over. The second most important 2-digit occupational category within TPW is Clerical and office support workers—which accounts for 8 per cent of TPW jobs—it also has a median age of 48 years, with 31.7 per cent of workers aged 55 and over (data not presented).

The median age of TPW employed persons was 44 years in the capital cities and 48 years for the rest of Australia (Table 6). This compares to the all-industry medians of 39 years for capital cities and 43 years for the rest of Australia. Thus, the older age structure of TPW workers is more pronounced in regional Australia.⁷

For the TPW industry, Hobart has a higher median age than the other capital cities, while Regional South Australia has the highest overall median age. The rest of the Northern Territory (i.e. outside of Darwin) has a relatively low median age of TPW workers.

⁷ The proportion of TPW workers aged 55 and over is much lower for the capital cities (23 per cent) than the rest of Australia (32 per cent).

Table 5 Age indicators for TPW employed persons by sub-industry and gender, Australia, 2016

TPW 2-digit sub-industries	Male	Female	Total
Median age (years)			
Road transport	47	46	47
Rail transport	47	40	46
Water transport	45	39	43
Air and space transport	43	39	42
Other transport	45	38	43
Postal and courier pick-up and delivery services	46	47	47
Transport support services	44	40	43
Warehousing and storage services	39	41	39
Total TPW	45	43	45
Total employed persons (all industries)	41	40	40
Share of 55 years and more (per cent)			
Road transport	30.7	26.2	30.1
Rail transport	26.8	14.0	24.4
Water transport	24.0	15.3	21.3
Air and space transport	18.7	11.1	15.8
Other transport	27.2	14.8	23.2
Postal and courier pick-up and delivery services	28.6	27.4	28.2
Transport support services	24.3	15.2	21.9
Warehousing and storage services	16.3	17.0	16.5
Total TPW	26.9	20.3	25.4
Total employed persons (all industries)	20.0	18.3	19.2

Notes:

TPW not further defined is included in TPW total, but is not shown separately.

Based on ANZSIC 2006 (Revision 2) 2 -digit industries (ABS 2013a).

nfd=not further defined.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

Table 6 Median age of TPW workers by capital cities and rest of states, Australia, 2016

GCCSA and Rest of states	TPW industry	All industries
Median age (years)		
Greater Sydney	44	39
Greater Melbourne	43	39
Greater Brisbane	44	39
Greater Adelaide	45	41
Greater Perth	44	40
Greater Hobart	47	42
Greater Darwin	43	38
Canberra	44	38
Rest of New South Wales	49	43
Rest of Victoria	49	43
Rest of Queensland	47	42
Rest of South Australia	50	45
Rest of Western Australia	48	43
Rest of Tasmania	49	44
Rest of Northern Territory	41	40
All capital cities	44	39
Total Rest of states	48	43
Australia	45	40

Notes:

1. Excluded No fixed work address and Migratory-Offshore-Shipping.

2. Australian Capital Territory is the same as Canberra and was included in the Capital cities total.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of work data), extracted using TablebuilderPro.

The TPW industry's representation of culturally diverse groups—such as Indigenous people, the overseas born, and those who do not speak English well—differs slightly from the all-industry average (Table 7). In 2016:

- About 1.5 per cent of TPW workers identified as Indigenous, which is slightly below the all industry average of 1.7 per cent.
- The proportion of TPW workers who were born overseas (34.2 per cent) is higher than for all employed persons (30.6 per cent).
- About 1.3 per cent of TPW workers speak another language and report speaking English not well or not at all. This is slightly below the all industry average of 1.6 per cent, suggesting that language problems are somewhat less prominent in TPW than other industries.

Table 7 Other demographic characteristics of TPW employed persons, Australia, 2016

Cultural characteristics	TPW industry	All industries
	Share (per cent)	
Indigenous people	1.5	1.7
Overseas born	34.2	30.6
People who do not speak English well	1.3	1.6

Note: 'Not stated' responses are excluded from the denominator, when calculating proportions.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

Skills

Occupation

The ABS' Australian and New Zealand Standard Classification of Occupations (ANZSCO) categorises workers into eight top-level (or 1-digit) occupational categories⁸. The principal TPW occupational category is Machinery operators and drivers, who contribute 44 per cent of employed persons, compared to 6 per cent of employment across all industries (see Figure 12). Clerical and administrative workers are also over-represented in TPW (21 per cent versus 14 per cent across all industries). All other 1-digit occupational categories are under-represented, particularly Professionals (7 per cent versus 23 per cent).

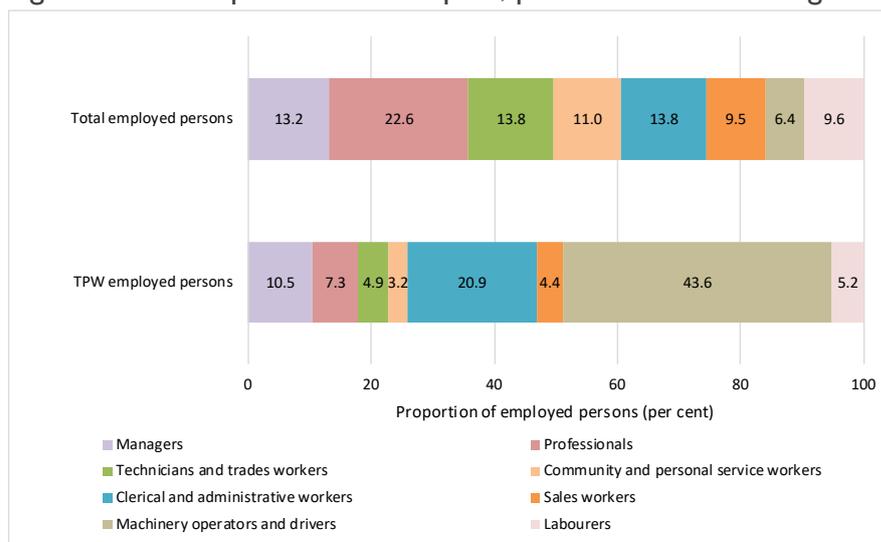
ANZSCO defines the skill level of an occupation based on the range and complexity of the set of tasks performed in the particular occupation (ABS 2013b). It assigns occupations to one of five skill levels, with one being the highest skill level and five the lowest. The Professionals occupational category is predominantly classified to skill level one, whilst the Machinery operators and drivers category is predominantly classified to skill level four, and the Labourers category is predominantly classified to skill levels four and five. ANZSCO does not measure the skill level of an individual—it refers to the level of skill that is typically required to competently perform the tasks of the specific occupation (ibid).

Table 8 identifies the most common 3-digit occupations within the TPW industry, together with their predominant skill levels, as assessed by ANZSCO (ABS 2013b). The three most important occupations are Truck drivers (15.9 per cent of TPW employment), Automobile, bus and rail drivers (14.8 per cent) and Clerical and office support workers (8.2 per cent). The first two of these occupations have a predominant skill level of four, which is commensurate with a Certificate level II or III qualification, while at least one year of relevant training may substitute for the formal qualification (ABS 2013b). Clerical and office support workers⁹ are classed as having a predominant skill level of five, which is commensurate with a Certificate Level I qualification or compulsory secondary education, although in some instances no formal qualification or on-the-job training may be required (ibid).

⁸ The eight major groups are formed by grouping together more detailed occupations using information on skill level and skill specialisation (ABS 2013b).

⁹ This occupational category includes couriers, postal delivery officers, filing or registry clerks, mail clerks, switchboard operators and parking inspectors.

Figure 12 Occupations of Transport, postal and warehousing workers, Australia, 2016



Notes:

1. Occupational mix based on ANZSCO 1-digit occupations (ABS 2013b).

2. Proportions calculated after deducting 'not stated' and 'inadequately described' responses from total.

Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2016 (extracted using Tablebuilder Pro).

Table 8 Major occupations in the Transport, postal and warehousing industry and their predominant skill levels, Australia, 2016

Main 3-digit occupations (from most to least prevalent)	Proportion of TPW jobs (per cent)	Predominant skill levels	Examples
Truck drivers	15.9	4	Truck driver
Automobile, bus and rail drivers	14.8	4	Taxi driver, Bus driver
Clerical and office support workers	8.2	5	Mail clerk, Courier
Logistics clerks	4.1	4	Purchasing officer, Stock clerk
Storepersons	4.0	4	Storeperson
Mobile plant operators	3.9	4	Forklift driver, Line marker
Miscellaneous hospitality, retail and service managers	3.1	2	Transport company manager, Fleet manager, Customer service manager
Construction, distribution and production managers	2.6	1	Importer or exporter, Supply and distribution manager
Air and marine transport professionals	2.6	1	Aeroplane pilot, Air traffic controller
Personal service and travel workers	2.4	3, 4	Driving instructor, Flight attendant
Sales assistants and salespersons	1.9	5	Sales assistant, Rental salesperson
Accounting clerks and bookkeepers	1.8	4	Payroll clerk, Bookkeeper
General clerks	1.7	4	General clerk
Miscellaneous sales support workers	1.7	5	Ticket seller, Transport conductor
Miscellaneous labourers	1.6	4, 5	Deck hand, Road traffic controller
Mechanical engineering trades workers	1.6	3	Fitter, Aircraft maintenance engineer
Freight handlers and shelf fillers	1.5	5	Waterside worker, Shelf filler

Notes:

1. Proportions calculated after deducting 'not stated' and 'inadequately described' responses from total.

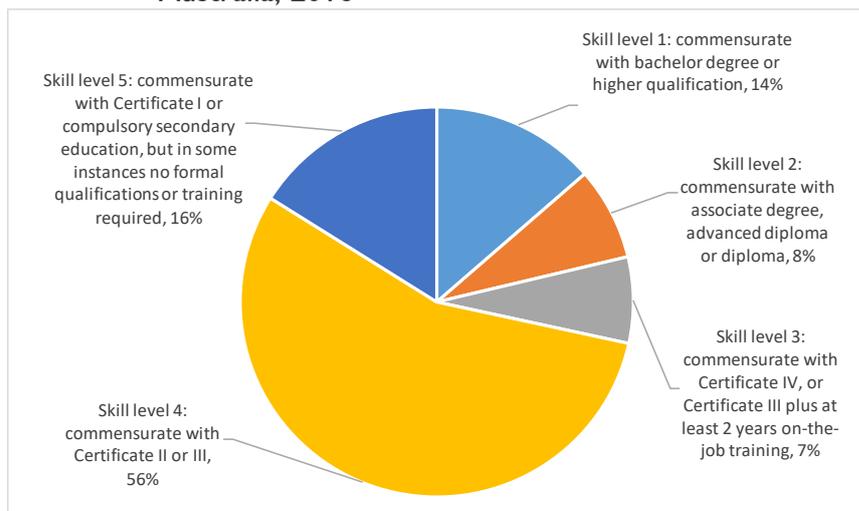
2. Occupations and predominant skill levels based on ANZSCO 3-digit occupations (ABS 2013b). ANZSCO assigns occupations to one of five skill levels, with one being the highest skill level and five the lowest. Occupations at skill level one have a level of skill commensurate with a bachelor degree or higher qualification, while at least five years of relevant experience may substitute for the formal qualification. Skill level five occupations have a level of skill commensurate with a Certificate Level I qualification or compulsory secondary education, although in some instances no formal qualification or on-the-job training may be required.

Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2016 (extracted using Tablebuilder Pro).

Skill level four occupations are most prevalent in Table 8. This is in line with the prominence of the Machinery operators and drivers occupational group amongst TPW workers, as this occupational group has a predominant skill level of four.

Figure 13 assigns all TPW occupations with more than 100 employed persons to a predominant skill level using ANZSCO (ABS 2013b). It shows that 56 per cent of all TPW employed persons are working in occupations that have a predominant skill level of four. A sizeable proportion of TPW workers are also employed in skill level five occupations (16 per cent). Thus, 72 per cent of TPW employment is in skill level four or five occupations at the lower end of the skill spectrum, a level of skill corresponding to a Certificate I, II or III qualification or compulsory secondary education (with relevant on-the-job experience potentially substituting for formal qualifications).

Figure 13 Skill level of the occupations of Transport, postal and warehousing workers, Australia, 2016



Notes:

1. Proportions calculated after deducting 'not stated' and 'inadequately described' occupations from total.
2. Predominant skill levels based on ANZSCO 3-digit occupations (ABS 2013b). ANZSCO assigns occupations to one of five skill levels, with one being the highest skill level and five the lowest. All 3 digit occupations with 100 or more TPW employed persons were classified to one or more predominant skill levels based on ABS (2013b), capturing 99.7 per cent of all TPW employed persons with a stated and adequately described occupation. Where an occupation had multiple skill levels, workers were evenly apportioned across the relevant skill levels.

Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2016 (extracted using Tablebuilder Pro).

Figure 13 also reveals that 14 per cent of TPW workers are employed in skill level one occupations. Air and marine transport professionals¹⁰ account for 2.6 per cent of TPW workers and have a predominant skill level of one (commensurate with a bachelor degree or higher qualification). Construction, distribution and production managers¹¹ also account for 2.6 per cent of TPW workers and have a predominant skill level of one.

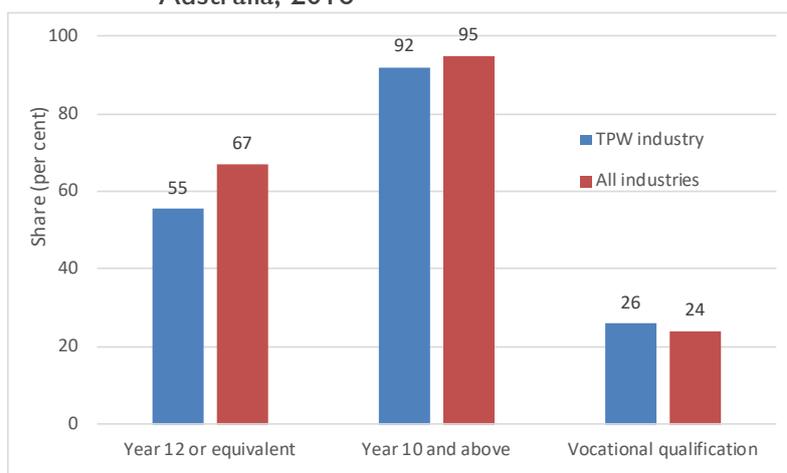
Education

People employed in TPW are generally less educated than the average Australian worker, in terms of both schooling and post-school education. About 55 per cent of those who work in the TPW industry have Year 12 or equivalent qualifications, compared to 67 per cent of all employed persons (Figure 14). TPW also has a smaller proportion with Year 10 or higher qualifications (92 per cent versus 95 per cent). The lower levels of school-based qualifications in TPW may reflect the older age structure of its workforce (when Year 12 completion was not as common), but also possibly the slightly greater prevalence of vocational qualifications.

¹⁰ This occupational category includes aeroplane pilots, air traffic controllers, flying instructors, helicopter pilots, ship's master, Ship's engineer, ship's officer and marine surveyors.

¹¹ This occupational category includes engineering managers, importers, exporters, wholesalers, production managers, supply and distribution managers, procurement managers and construction project managers.

Figure 14 Schooling and vocational education of Transport, postal and warehousing workers, Australia, 2016



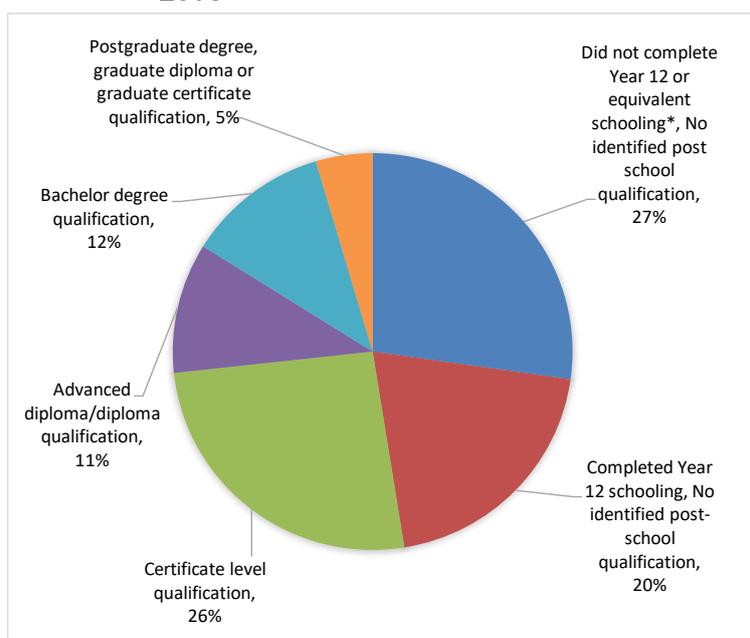
Notes:

1. Vocational qualification includes Certificate I & II Level, Certificate III & IV Level and Certificate Level (not further defined).
2. Percentage shares calculated after excluding not stated responses from total.

Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2016 (extracted using Tablebuilder Pro).

Figure 15 shows that the main form of post-school qualification in the TPW industry is a certificate (26 per cent of workers), which is held by a slightly higher proportion than in the general workforce (24 per cent). More than 90 per cent of these are certificate III or IV qualifications, rather than the less advanced certificate I or II qualifications. However, 47 per cent of TPW workers report no post-school qualification (or a qualification outside the scope of ASCED), compared to 34 per cent in the general workforce. In particular the TPW industry has fewer workers with bachelor degrees (12 per cent versus 21 per cent in the national workforce), and fewer with bachelor degree or higher qualifications (16 per cent versus 31 per cent). Female TPW workers are considerably more likely to have a bachelor degree or higher qualification (20 per cent) compared to their male counterparts (15 per cent) (data not shown).

Figure 15 Educational qualifications of Transport, postal and warehousing workers, Australia, 2016



Notes:

1. * Includes not stated level of schooling.
 2. Percentage shares calculated after excluding not stated and inadequately described post-school qualifications from total.
- Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2016 (extracted using Tablebuilder Pro).

The fact that a relatively high proportion of the TPW workforce do not have any post-school qualification (47 per cent) is consistent with the findings of the occupational analysis that most TPW employment is in occupations at the lower end of the skill spectrum. For many of these workers, skills gained from on-the-job experience will substitute for a formal qualification.

According to the ABS 2016 census, the main fields of study for post-school qualifications are engineering and related technologies (18 per cent of TPW workers) and management and commerce (16 per cent).

Table 9 presents information on post-school educational qualifications for the TPW sub-industries. The proportion of employed persons with no post-school qualifications is particularly high for the Postal and courier pick-up and delivery services (55 per cent), Road transport (54 per cent) and Warehousing and storage services (53 per cent) sub-industries. Road transport workers are least likely to have a bachelor degree or higher qualification (11 per cent), while Other transport (25 per cent), Air and space transport (24 per cent) and Transport support services workers (24 per cent) are most likely to have a bachelor degree or higher qualification. Workers in the Rail transport sub-industry are more likely to hold Certificate level qualifications (34 per cent) than workers in the other TPW sub-industries.

Table 9 Post-school qualifications of Transport, postal and warehousing workers by sub-industry, Australia, 2016

2-digit TPW sub-industry	Bachelor degree or higher	Advanced diploma and diploma level	Certificate level	No post-school qualification
Share (per cent)				
Road transport	10.5	8.2	27.6	53.7
Rail transport	22.6	10.0	34.0	33.4
Water transport	22.6	17.0	29.1	31.4
Air and space transport	24.4	18.8	25.0	31.8
Other transport	25.3	13.9	31.8	29.1
Postal and courier Pick-up and delivery services	15.8	9.1	20.4	54.7
Transport support services	24.2	14.6	23.2	38.1
Warehousing and storage services	13.9	8.9	24.5	52.7
Total TPW industry	16.1	10.6	25.8	47.5

Notes:

1. Based on ANZSIC 2006 (Revision 2) 2 -digit industries (ABS 2013a).
2. Percentage shares calculated after excluding not stated and inadequately described post-school qualifications.
3. TPW not further defined is included in the total, but not shown separately.

Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2016 (extracted using Tablebuilder Pro).

TPW has a very low rate of workers who currently attend an educational institution (5 per cent), compared to 12 per cent across all employed persons. Only the Agriculture, forestry and fishing industry has a lower rate of participation in formal education (4 per cent). Amongst the TPW sub-industries, the Other transport sub-industry has the highest proportion of its workers currently attending an educational institution (7 per cent), while Rail transport and Road transport have the lowest rates (at 4 per cent each).

Income

Based on responses to the 2016 census, 13.2 per cent of TPW workers had total personal incomes¹² of more than \$104 000 per annum, compared to 13.8 per cent of all employed persons. Only 18.2 per cent of TPW workers had incomes of less than \$33 800 per annum, compared to 26.3 per cent of all employed persons. This reflects the relatively high proportion of TPW workers employed on a full-time basis,

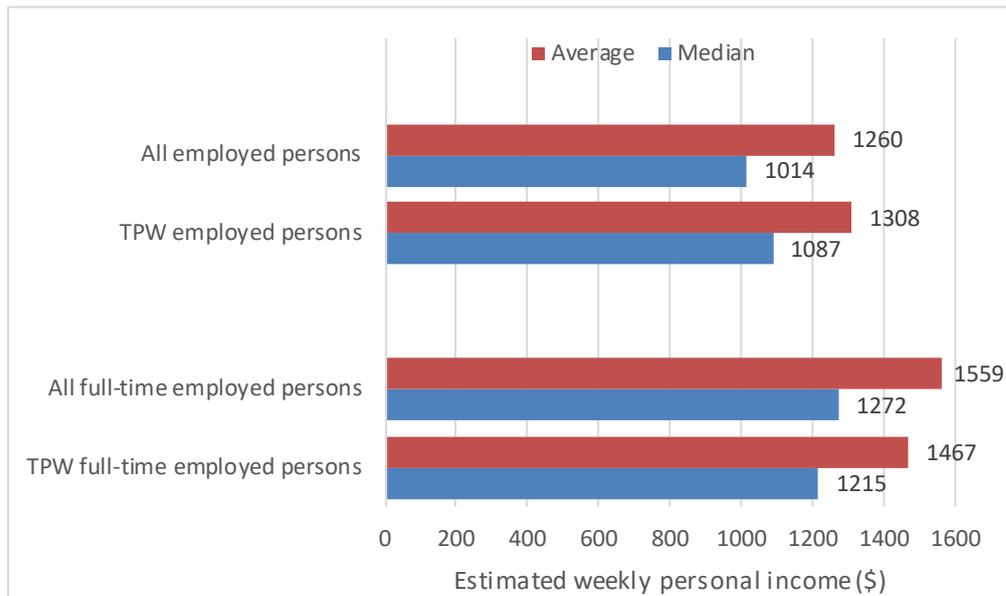
Figure 16 displays BITRE's estimates of the average (and median) weekly personal income of TPW employed persons and how that compares to the all-industry average (and median). The median income figures are considerably lower than the average income figures. Based on this 2016 census data, BITRE estimates that

¹² Total personal income includes income from sources other than employment (e.g. family benefits, investment income).

the average weekly income for the TPW industry is about 4 per cent higher than the all-industry average, while the median weekly income is about 7 per cent higher for the TPW industry.

A likely reason why the average (and median) incomes are relatively high in the TPW industry is that the higher incomes reflect the greater number of hours being worked (see p.10), rather than reflecting above-average hourly rates of remuneration. This is confirmed by the lower half of Figure 16, which focuses on full-time employed persons, to enable a more like-for-like comparison of workers to be undertaken. Average weekly incomes of full-time workers are about 6 per cent lower in the TPW industry (compared to the all-industry average), while median incomes are about 4 per cent lower.

Figure 16 Average and median weekly personal income of Transport, postal and warehousing workers, Australia, 2016



Notes:

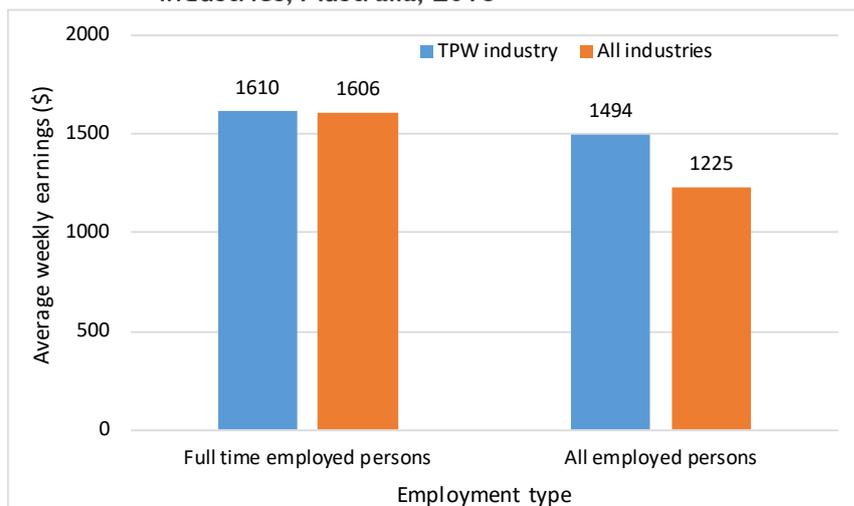
1. Total personal income includes income from sources other than employment (e.g. family benefits, investment income). BITRE has estimated median and average weekly income based on the categorical income responses in the census. For median income, a specific point estimate within the median income category is derived using a simple pro-rata approach. The approach to estimating average income involved excluding negative income responses and assigning an average value to each income category. The average value was set as the midpoint of the income range for all categories, apart from the top income category, where the average was set at \$4500, based on results from the ABS' *Survey of Income and Housing 2009-10* and *2015-16* (which shows that a multiple of 1.5 times the lower limit of the top income category is a conservative midpoint for the top income category).

2. Full-time employed persons are defined as those who work 35 or more hours per week.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

ABS *Average Weekly Earnings* data (ABS 2019b) should provide a better guide to the earnings of TPW workers than the census. *Average Weekly Earnings* data for November 2018 shows that the average ordinary time earnings of full-time TPW workers were very similar to the average earnings of all full-time employed persons (\$1606 versus \$1610), as shown in Figure 17. However, average weekly total earnings for all TPW workers was considerably higher than the average across all industries, reflecting the fact that TPW workers work longer hours (see p. 10).

Figure 17 Average weekly earnings in Transport, postal and warehousing industry and all industries, Australia, 2018



Notes:

1. November 2018 reference period.
2. For full-time employed persons, the figure reported is ordinary time earnings (excluding over-time). For all employed persons, the figure reported is total earnings.

Source: ABS Cat. No. 6302.0, *Average Weekly Earnings, Australia*, November 2018.

Commuting behaviour

Table 10 shows that TPW workers were more likely to travel to work by private vehicle on census day 2016 (84.3 per cent), compared to employed persons as a whole (75.9 per cent). In particular, they were more likely to travel by car as a driver (75.6 versus 69.2 per cent) and by other private vehicles which include trucks and motorcycles (5.7 versus 1.6 per cent). They were less likely to travel by car as a passenger (2.9 versus 5.2 per cent). Public transport use is less common amongst TPW workers, compared to all employed persons (8.6 versus 13.1 per cent). Active travel use and working from home are also less common for TPW workers.

Table 10 Transport modes for journey to work by Transport, postal and warehousing workers, Australia, 2016

Transport modes	TPW industry	All industries
	Share (per cent)	
Private vehicles	84.3	75.9
Car as driver	75.6	69.2
Car as passenger	2.9	5.2
Other private vehicles	5.7	1.6
Public transport	8.6	13.1
Train	5.2	8.0
Bus	1.7	3.9
Other public transport	1.7	1.1
Active travel	3.0	5.0
Worked at home	2.6	5.3
Other	1.5	0.8
All transport modes	100.0	100.0

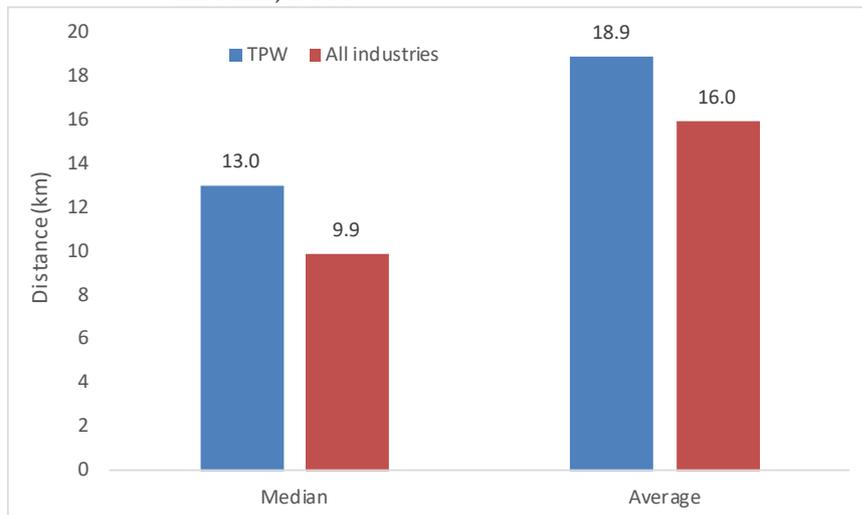
Notes:

1. Total may not add total of each main mode due to rounding.
2. Other private vehicle includes truck and motorcycles.
3. Other public transport includes train, ferry and taxi.
4. Active travel includes bicycle and walk.
5. Mode share calculated after excluding not stated and did not go to work responses.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of work data), extracted using TablebuilderPro.

On average, TPW employed persons commute longer distances than all employed persons. On census day 2016, the median journey-to-work distance of TPW workers was 13 kilometres (km), just over 3 km more than all employed Australians (Figure 18). Similarly, the average journey-to-work distance of TPW workers and all employed Australians were 18.9 km and 16.0 km, respectively.

Figure 18 Commuting distances for Transport, postal and warehousing and all employed persons, Australia, 2016



Source: BITRE analysis of ABS *Census of Housing and Population* place of usual residence data for 2016 using data cubes.

Work location

Compared to many other industries, TPW employment is inherently difficult to tie down to a small area location, reflecting the mobile nature of many transport jobs (e.g. truck drivers, taxi drivers). Nevertheless, the great majority of census respondents do report a usable place of work address. In 2016, people employed in the TPW industry were more likely to report in the census that they have no fixed work address¹³ (5.7 per cent, compared to 4.4 per cent across all industries).

The following three tables (Tables 11, 12 and 13) provide information on the place of work of TPW employed persons, with respect to states, capital cities, rest of states, Significant Urban Areas (SUAs)¹⁴ and Statistical Area Level 2s (SA2s).¹⁵

Tables 11, 12 and 13 show that TPW jobs are concentrated within certain parts of Australia:

- TPW makes a significant contribution to Queensland employment (5.2 per cent) and a relatively minor contribution in the Australian Capital Territory (2.3 per cent) (Table 11).
- TPW jobs are concentrated in Australia's main population centres and ports, with 74 per cent of people employed in TPW working in Australia's capital cities. The proportion employed in TPW is higher for the capital cities than it is for the rest of Australia (5.1 versus 4.2 per cent) (Table 11).
- Greater Sydney had the highest number of TPW jobs, but Greater Brisbane has the highest proportion of employed persons working in the TPW industry (6.0 per cent) (Table 11).

¹³ Includes Migratory-Offshore-Shipping responses.

¹⁴ Significant Urban Areas (SUAs) represent significant towns and cities of 10 000 people or more. A single SUA can represent either a single urban centre or a cluster of related urban centres. They are defined by combining one or more Statistical Area Level 2s (SA2s) (ABS 2017).

¹⁵ SA2s are a small area geographic unit and key building block within the ABS' Australian Statistical Geography Standard (ASGS). There are 2310 SA2s in Australia in 2016 and SA2s typically have a population of between 3 000 and 25 000 (ABS 2017).

- The SUAs that have the most TPW jobs in 2016 were Sydney (106 600 jobs), Melbourne (101 100), Brisbane (58 700), Perth (38 500), Adelaide (23 300), Gold Coast-Tweed Heads (8 700) and Newcastle-Maitland (8 300) (Table 12).
- The SUAs with the highest proportion of TPW jobs were Port Hedland (WA), Esperance (WA) and Gladstone - Tannum Sands (QLD). TPW represented between 10.4 per cent and 12.8 per cent of total jobs in each city (Table 12).
- The 46 largest SA2 concentrations of TPW jobs within Australia are all located in one of the five major capital cities. These major transport employment hubs include airports, industrial areas and Central Business Districts (CBDs). The four hubs with the most TPW jobs are Melbourne Airport (VIC) (9 700), Brisbane Airport (QLD) (9 600) and Mascot-Eastlakes (NSW) (9 300) (Table 13).
- The SA2s with the highest proportion of TPW jobs include airports, ports, rail hubs, and transport-oriented industrial areas within the capital cities (Table 13).

Table 11 Transport, postal and warehousing employment by place of work, Australia, 2016

Geography	TPW employed persons	TPW share of all employed persons in location (per cent)
Greater Sydney	110 300	5.3
Greater Melbourne	102 500	5.3
Greater Brisbane	59 600	6.0
Greater Adelaide	23 400	4.3
Greater Perth	38 800	4.8
Greater Hobart	3 500	3.6
Greater Darwin	3 400	4.9
Canberra	5 000	2.3
Rest of New South Wales	38 200	4.0
Rest of Victoria	20 300	3.7
Rest of Queensland	42 500	4.5
Rest of South Australia	5 700	4.0
Rest of Western Australia	11 500	4.6
Rest of Tasmania	5 100	4.9
Rest of Northern Territory	1 100	3.6
New South Wales	148 500	4.8
Victoria	122 700	4.9
Queensland	102 100	5.2
South Australia	29 000	4.2
Western Australia	50 300	4.7
Tasmania	8 500	4.3
Northern Territory	4 600	4.5
All capital cities	346 400	5.1
Rest of states	124 400	4.2
Australia	470 800	4.8

Notes:

1. TPW employed persons rounded to nearest 100.
2. No fixed address, Migratory-Offshore-Shipping and Other Territories are excluded from the total.
3. TPW share calculated after excluding industry not stated and inadequately described from total.
4. Australian Capital Territory is the same as Canberra and was included in the Capital cities total.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of work data), extracted using TablebuilderPro.

Table 12 Top 10 Significant Urban Area's of work for Transport, postal and warehousing employed persons, Australia, 2016

Significant Urban Area (SUA)	TPW employed persons	Significant Urban Area (SUA)	TPW share of SUA employment (per cent)
Sydney (NSW)	106 600	Port Hedland (WA)	12.8
Melbourne (VIC)	101 100	Esperance (WA)	10.8
Brisbane (QLD)	58 700	Gladstone - Tannum Sands (QLD)	10.4
Perth (WA)	38 500	Broome (WA)	8.8
Adelaide (SA)	23 300	Karratha (WA)	8.6
Gold Coast - Tweed Heads (QLD)	8 700	Portland (VIC)	8.2
Newcastle - Maitland (NSW)	8 300	Devonport (TAS)	7.9
Canberra - Queanbeyan (ACT)	5 600	Parkes (NSW)	7.6
Wollongong (NSW)	4 100	Warwick (QLD)	7.6
Cairns (QLD)	4 100	Geraldton (WA)	7.2

Notes:

1. TPW employed persons rounded to nearest 100.
2. Excluded Not in SUA, No fixed work address and Migratory-Offshore-Shipping from the total, when calculating proportions.
3. TPW share calculated after excluding industry not stated and inadequately described from total.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

Table 13 Top 10 Statistical Area 2's of work for Transport, postal and warehousing workers, Australia, 2016

Statistical Area 2 (SA2)	TPW employed persons	Statistical Area 2 (SA2)	TPW share of SA2 employment (per cent)
Melbourne Airport (VIC)	9 700	West Melbourne (VIC)	68.6
Brisbane Airport (QLD)	9 600	Port Botany Industrial (NSW)	65.7
Mascot - Eastlakes (NSW)	9 300	Dry Creek - North (SA)	64.6
Sydney Airport (NSW)	8 600	Melbourne Airport (VIC)	63.0
Melbourne (VIC)	6 900	Sydney Airport (NSW)	57.5
Sydney - Haymarket - The Rocks (NSW)	6 800	Pallara - Willawong (QLD)	48.4
Perth Airport (WSA)	6 000	Darwin Airport (NT)	48.3
Dandenong (VIC)	5 600	Perth Airport (WA)	48.1
Brisbane City (QLD)	4 800	Brisbane Airport (QLD)	46.4
Laverton (VIC)	4 300	Adelaide Airport (SA)	45.0

Notes:

1. TPW employed persons rounded to nearest 100.
2. Excluded No fixed work address and Migratory-Offshore-Shipping from the total, when calculating proportions.
3. TPW share calculated after excluding industry not stated and inadequately described from total.

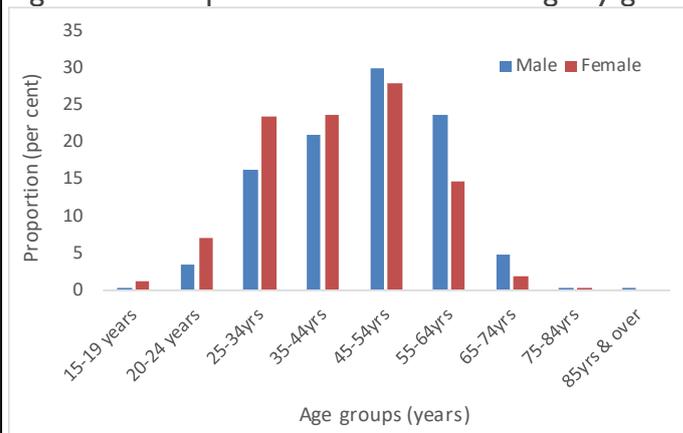
Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of work data), extracted using TablebuilderPro.

Box A: Profile of truck drivers in Australia

There were 148 600 truck drivers in Australia in 2016, and 56 per cent of them worked in the TPW industry (see Figure 7). This box provides a brief snapshot of the demographic, skills and other characteristics of all truck drivers in 2016 (including those who worked in non-TPW industries).

Nearly 97 per cent of Australian truck drivers were male, as of 2016. The median age of all truck drivers was 47 years, being higher for male drivers (48 years) compared to their female counterparts (43 years). A relatively high proportion of the female truck drivers are aged between 15 and 44 (55 per cent, compared to 41 per cent of males). Most of the male truck drivers are aged 45 years and over (59 per cent), with 29 per cent aged 55 and over (Figure B1). The proportion of all truck drivers aged 55 and over increased from 24.4 per cent in 2011 to 28.3 per cent in 2016.

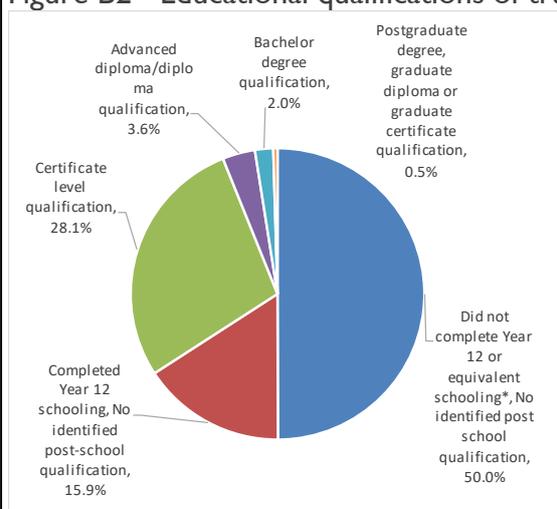
Figure B1 Comparison of truck driver's age by gender, Australia, 2016



Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

Figure B2 shows that the most common form of post-school qualification for truck drivers is a certificate level qualification, which was held by 28 per cent of truck drivers (compared to 24 per cent of all employed persons). However, just over half of the truck drivers did not complete year 12 or equivalent schooling and had no identified post-school qualification.

Figure B2 Educational qualifications of truck drivers, Australia, 2016



Notes:

- * Total includes not stated level of schooling completion.
- Percentage shares calculated after excluding not stated and inadequately described post-school qualification responses from total.

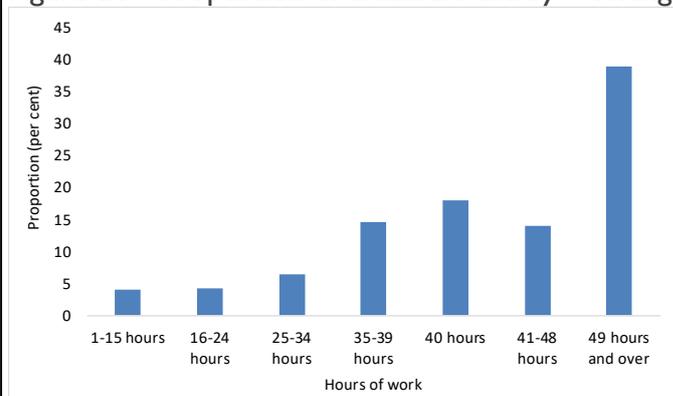
Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

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Figure B3 shows that a relatively large proportion of truck drivers report working 49 or more hours per week (39 per cent, compared to 16 per cent of employed persons nationally). Eighty five per cent of truck drivers are full-time employed, compared to 65 per cent of all employed persons. The proportion working 49 hours or more has fallen by 5 percentage points since 2011, while the proportion working full-time has fallen by 3 percentage points. Eighty six per cent of truck drivers are employees.

Figure B3 Proportion of truck drivers by working hours, Australia, 2016

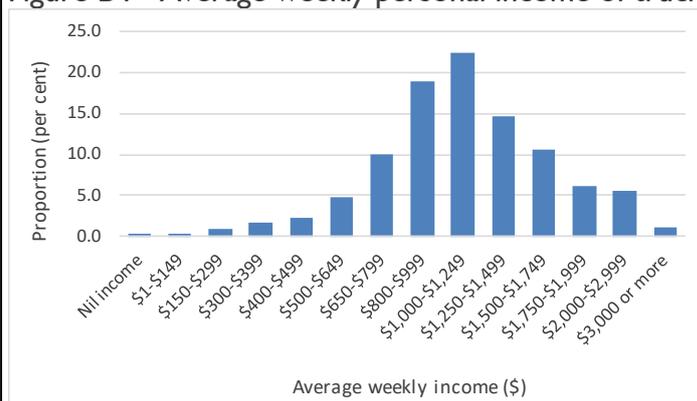


Note: Proportions calculated after excluding hours not stated and zero hours worked in week prior to census night.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

As shown in Figure B4, only a small fraction (6.8 per cent) of truck drivers had total personal weekly income of more than \$2000, while 10.5 per cent of truck drivers had income of less than \$650 per week. The estimated median weekly personal income¹⁶ of truck drivers was \$1118, which is higher than the median income of all employed persons (\$1014). These median income figures reflect the high proportion of truck drivers who are employed on a full-time basis, and the long hours worked by many truck drivers. A more useful comparison is between full-time employed truck drivers and all full-time employed persons. The estimated median weekly personal income of full-time employed truck drivers (\$1173) was lower than the estimated median income of all full-time employed persons (\$1272). This median is well above the current minimum award rates of pay for full-time long distance truck drivers which range between \$814 and \$924 per week, excluding allowances, penalties and overtime (Fair Work Ombudsman 2019).

Figure B4 Average weekly personal income of truck drivers, Australia, 2016



Note: Total personal income includes income from sources other than employment (e.g. family benefits, investment income). Negative incomes are excluded from chart.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of usual residence data), extracted using TablebuilderPro.

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¹⁶ Total personal income includes income from sources other than employment (e.g. family benefits, investment income). BITRE has estimated median weekly income based on the categorical income responses in the census. Details of the methodology are provided in the notes to Figure 16.

Continued

Table BI shows that truck driver's jobs are concentrated within certain parts of Australia:

- Truck drivers make a significant contribution to employment in the Rest of Western Australia (2.7 per cent) and a relatively minor contribution in the Australian Capital Territory (0.5 per cent) (Table BI).
- The combined capital cities have more truck driving jobs than the rest of Australia. However, truck drivers accounted for only 1.1 per cent of all employed persons in the capital cities, compared to 1.9 per cent in the rest of Australia.
- The SUAs with the most truck drivers were Sydney (21 701 jobs), Melbourne (21 444), Brisbane (13 420), Perth (10 526), Adelaide (6 756), Gold Coast-Tweed Heads (3 166) and Newcastle-Maitland (3 110).
- The SUAs where truck drivers made up the highest proportion of jobs were Port Hedland (WA), Singleton (NSW), Muswellbrook (NSW), Warwick (QLD) and Kalgoorlie - Boulder (WA)—truck drivers represented between 3.5 per cent and 5.8 per cent of total jobs in each city.
- Small areas (SA2s) that contain a particularly large number of truck driving jobs include Dandenong and Laverton in Melbourne (2147 and 1337 jobs, respectively), Rocklea-Acacia Ridge in Brisbane (1187 jobs), The Parks in Adelaide (1162 jobs) and Ormeau-Yatala on the Gold-Coast (1068 jobs).

Table BI Truck drivers by place of work – Greater Capital Cities and Rest of states, Australia, 2016

GCCSA/Rest of states	Number	Share of all employed persons (per cent)
Greater Sydney	23484	1.1
Greater Melbourne	22099	1.1
Greater Brisbane	13975	1.3
Greater Adelaide	6829	1.2
Greater Perth	10763	1.3
Greater Hobart	1074	1.1
Greater Darwin	934	1.3
Canberra	1019	0.5
Rest of New South Wales	18636	1.9
Rest of Victoria	9649	1.7
Rest of Queensland	17588	1.8
Rest of South Australia	2926	2.0
Rest of Western Australia	6938	2.7
Rest of Tasmania	2045	1.9
Rest of Northern Territory	422	1.2
New South Wales	42120	1.3
Victoria	31748	1.2
Queensland	31563	1.6
South Australia	9755	1.4
Western Australia	17701	1.6
Tasmania	3119	1.5
Northern Territory	1356	1.3
All capital cities	80177	1.1
Total Rest of states	58204	1.9
Australia	138381	1.4

Notes:

1. Excluded No fixed work address, Migratory-Offshore-Shipping and Other territories from the total.

2. Australian Capital Territory is same as Canberra and was included in the Capital cities total.

Source: BITRE analysis of ABS *Census of Population and Housing 2016* (place of work data), extracted using TablebuilderPro.

There was a sizeable decline of 6 400 truck drivers working in the TPW industry from 84 900 in 2011 to 78 500 in 2016 (which represented an average decline of 1.6 per cent per annum). The total number of truck drivers working across all industries increased by 2 400 persons from 146 200 to 148 600 persons between 2011 and 2016 (representing average annual growth of 0.3 per cent).

Recent changes

The preceding section presented a point-in-time snapshot of the characteristics of TPW workers in 2016. However, the TPW workforce is dynamic—as the industry grows, the mix of workers is gradually evolving. This section compares ABS *Census of Population and Housing* data over the most recent inter-censal period (2011 to 2016) in order to identify some of the key changes that have occurred in recent years. In some cases, this short-term comparison is supplemented by a longer-term comparison (for the 2006 to 2016 period), to identify whether there are significant longer-term shifts in the underlying characteristics of TPW workers. For some issues, post-2016 data from other sources is also incorporated to provide a more up-to-date picture.

Comparison of the two most recent censuses reveals that an additional 20 300 persons were employed in the TPW industry in 2016, compared to 2011 (Table 14). This represents average annual employment growth of 0.8 per cent for the TPW industry, slightly below the all-industry growth rate of 1.2 per cent. However, this recent growth in TPW employment is much smaller in magnitude than the preceding 2006 to 2011 period, when the number of TPW employed persons grew by 51 400 (or average annual growth of 2.3 per cent) (Table 14, see also BITRE (2014)).

The ABS *Labour Force Survey* (LFS) provides an alternate, and more reliable,¹⁷ measure of national employment change in the TPW industry. The LFS data reveals that an additional 32 100 persons were employed in the TPW industry in 2016, compared to 2011.¹⁸ The average annual growth rate is a little higher at 1.1 per cent, compared to 0.8 per cent from the census. Like the census, the LFS data shows that the recent growth in TPW employment is much smaller in magnitude than the preceding 2006 to 2011 period (Table 14). Post-2016 data is also available from the LFS, which shows an upturn in TPW employment growth between 2016 and 2018 (averaging 2.7 per cent per annum).

Table 14 Change in Transport, postal and warehousing employment, Australia, 2006 to 2018

Census period	TPW industry		Average annual growth rate of all employed persons (per cent)
	Number of additional TPW employed persons	Average annual growth rate (per cent)	
<i>ABS Census of Population and Housing</i>			
2006-2011	51 400	2.3	2.0
2011-2016	20 300	0.8	1.2
2006-2016	71 700	1.6	1.6
<i>ABS Labour Force Survey</i>			
2006-2011	75 300	2.8	1.9
2011-2016	32 100	1.1	1.4
2006-2016	107 400	2.0	1.7
2016-2018	33 600	2.7	2.7

Note: Comparisons are based on year ending August.

Source: BITRE analysis of ABS *Census of Population and Housing* 2006, 2011 and 2016 (place of usual residence data), extracted using TablebuilderPro, and ABS Cat. 6291.0.55.003 *Labour Force, Australia, Detailed, Quarterly, May 2019*.

Given its greater suitability for time-series analysis, LFS data will be used in preference to census data for making national comparisons of recent employment growth in TPW sub-industries¹⁹ and monitoring the

¹⁷ The ABS *Labour Force Survey* provides Australia's official measure of employment, and is specifically designed to support comparisons of employment data over time. Comparison of census data over time can be impacted by changes in methods.

¹⁸ The number of TPW employed persons captured in the census was 17 per cent lower than the number captured in the LFS for August 2016. Thus, it is expected that the census estimates of employment change will generally be of smaller magnitude than the LFS estimates.

¹⁹ BITRE undertook some preliminary analysis of changes in the census employment data by 2 digit sub-industry, which raised questions about the reliability of the census-based change measures. The analysis found that the number of persons categorised to TPW not further defined increased from 7 200 in 2006 and 2011, to 23 500 in 2016. This change in coding practices creates a downward bias in the sub-industry employment change estimates for the 2006 to 2016 and 2011 to 2016 sub-periods. Furthermore, the census data shows a significant employment decline for the Road transport sub-industry (and specifically the Road freight transport component) between 2011 and 2016, which is inconsistent with other sources, such as the LFS (see Table 15). If the sub-industry to which key firms are coded changes from one census to the next, this can potentially impact on sub-industry measures of employment change from the census.

gender split of TPW employment. For the remaining worker characteristic variables, where suitably disaggregated LFS data is not available, census data will be used to assess changes over time.

TPW sub-industries

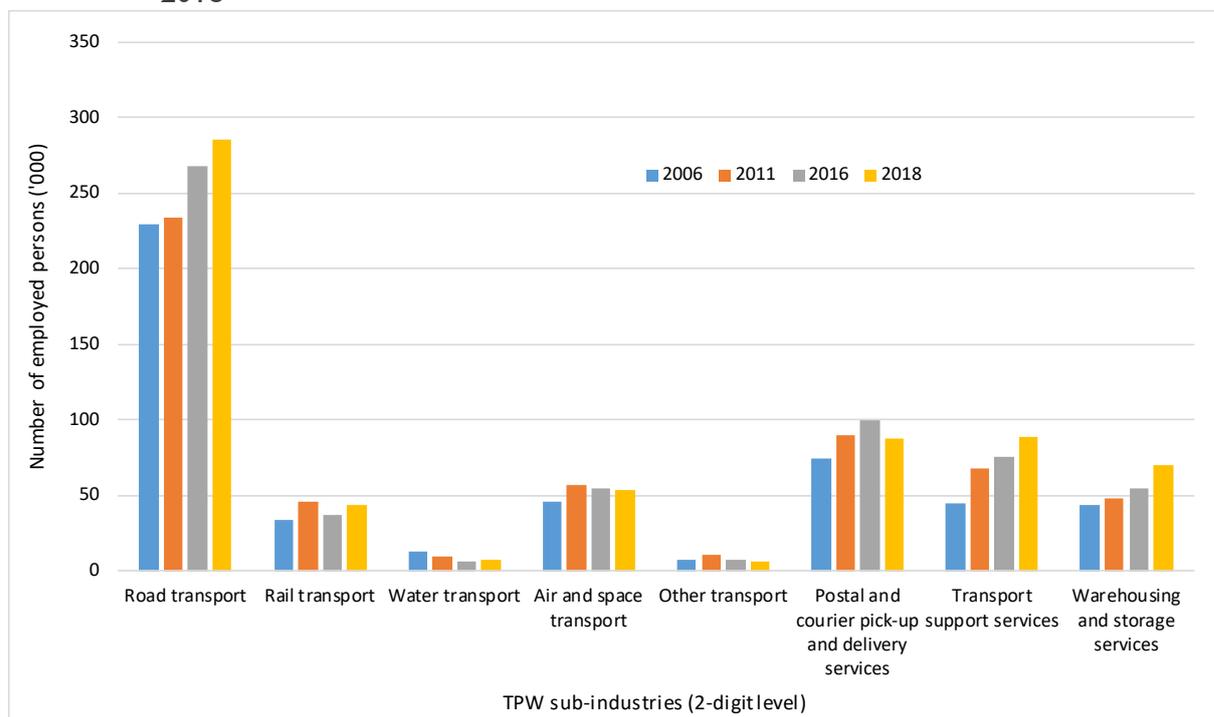
Figure 19 illustrates the number of persons employed in each TPW sub-industry between 2006 and 2018. Table 15 shows how the number of persons employed in each sub-industry changed during this period.

Between 2011 and 2018, the main source of TPW employment growth was the Road transport sub-industry, which added 52 200 employed persons, according to the LFS.²⁰ The Transport support services and Warehousing and storage services sub-industries each added a little over 20 000 employed persons. However, there were small employment declines in all other sub-industries.

The pattern of change was somewhat different in the earlier sub-period. Between 2006 and 2011, the main sources of TPW employment growth were Transport support services (which added 22 800 employed persons), Postal and courier pick-up and delivery services (14 600), Rail transport (12 800) and Air and space transport (10 900), with only the Water transport sub-industry experiencing a decline (of 3 200 employed persons).

When the entire twelve year period ended August 2018 is considered, a total of 141 000 employed persons were added to the TPW industry, with the key contributors being Road transport (which added 56 900 employed persons), Transport support services (+ 43 200) and Warehousing and storage services (+ 27 100). Employment grew most rapidly in Transport support services (average annual growth rate of 5.8 per cent), with Warehousing and storage services also recording above-average growth. Employment declined most rapidly in the Water transport sub-industry, with Other transport also declining (Table 15).

Figure 19 Transport, postal and warehousing employment by sub-industry, Australia, 2006 to 2018



Notes: Year ending August. TPW not further defined is included in TPW total, but is not shown separately.
Source: ABS Cat. 6291.0.55.003 Labour Force, Australia, Detailed, Quarterly, May 2019.

²⁰ Note that census data does not align with the LFS for the Road transport sub-industry. While LFS data shows a 34 200 employment increase between 2011 and 2016, the census data instead shows a decline of 33 000 employed persons between 2011 and 2016. Methodological changes in the processing of census data between 2011 and 2016 will have impacted on the census change measure to some extent.

Table 15 Change in Transport, postal and warehousing employment by sub-industry, Australia, 2006 to 2018

TPW sub-industry (2-digit level)	2006-2011	2011-2018	2006-2018
Change in employed persons ('000)			
Road transport	4.7	52.2	56.9
Rail transport	12.8	-2.5	10.3
Water transport	-3.2	-2.2	-5.4
Air and space transport	10.9	-2.9	8.0
Other transport	3.3	-4.7	-1.4
Postal and courier pick-up and delivery services	14.6	-2.1	12.5
Transport support services	22.8	20.4	43.2
Warehousing and storage services	4.7	22.3	27.1
Total TPW industry	75.3	65.7	141.0
Average annual rate of growth (per cent)			
Road transport	0.4	2.9	1.9
Rail transport	6.8	-0.8	2.3
Water transport	-5.7	-3.8	-4.6
Air and space transport	4.3	-0.8	1.3
Other transport	7.5	-7.8	-1.7
Postal and courier pick-up and delivery services	3.6	-0.3	1.3
Transport support services	8.5	3.8	5.8
Warehousing and storage services	2.1	5.6	4.1
Total TPW industry	2.8	1.6	2.1

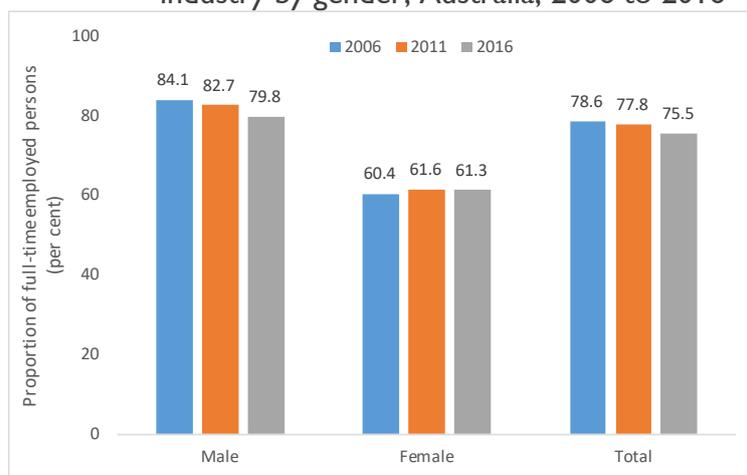
Notes: Year ending August. TPW not further defined is included in TPW total, but is not shown separately.

Source: ABS Cat. 6291.0.55.003 Labour Force, Australia, Detailed, Quarterly, May 2019.

Employment type

Figure 20 shows that between 2006 and 2016 there was a decline of 3.1 percentage points (from 78.6 to 75.5 per cent) in the proportion of TPW workers employed on a full-time basis.²¹ The decline in full-time TPW employment was the net effect of a 4.3 percentage point decline in the proportion of male workers employed full-time, and a 0.9 percentage point rise in the proportion of female workers employed full time.

Figure 20 Proportion of full-time employed persons in the Transport, postal and warehousing industry by gender, Australia, 2006 to 2016



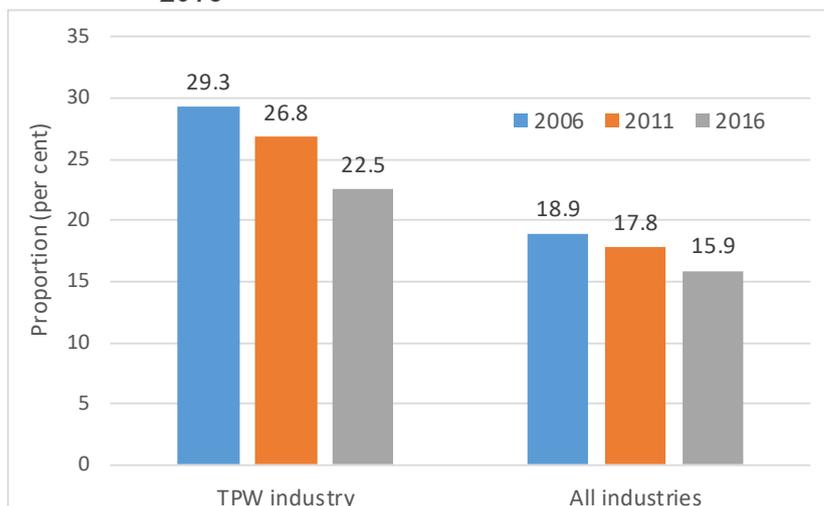
Note: Proportion calculated after excluding employed persons who were away from work.

Source: BITRE analysis of ABS *Census of Population and Housing* 2006, 2011 and 2016 (place of usual residence data), extracted using TablebuilderPro.

²¹ This is an economy-wide trend with the overall rate of full-time employment across all industries declining by 3.0 percentage points between the 2006 and 2016 censuses (from 68.5 to 65.5 per cent).

Figure 21 shows the proportion of employed persons in the TPW industry and all industries who worked 49 or more hours in a week. Over this ten year period, there was a 6.8 percentage point decline (from 29.3 to 22.5 per cent) in the proportion of TPW employed persons who worked 49 or more hours a week. Across all industries, there was a gradual decline from 18.9 per cent to 15.9 per cent (or 3.0 percentage points) in the proportion who worked 49 or more hours per week. Thus, while there has been an economy-wide shift away from extra-long working weeks, the shift has been much more pronounced in the TPW industry.

Figure 21 Proportion of employed persons who worked 49 or more hours, Australia, 2006 to 2016

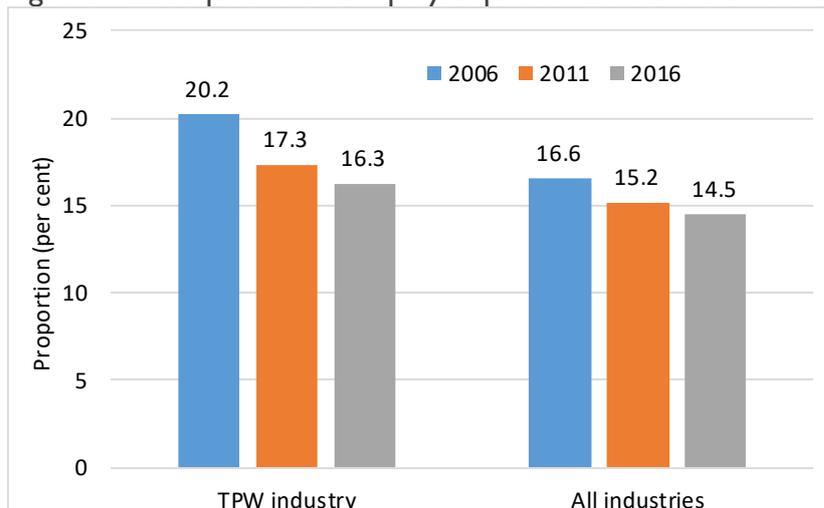


Note: Proportion calculated after excluding not stated responses and those who reported working zero hours in the week prior to census night.

Source: BITRE analysis of ABS *Census of Population and Housing* 2006, 2011 and 2016 (place of usual residence data), extracted using TablebuilderPro.

Figure 22 shows the proportion of employed persons in the TPW industry and all industries who were business owners in Australia between 2006 and 2016. Over this ten year period, there was a 3.9 percentage point decline (from 20.2 to 16.3 per cent) in the proportion of TPW employed persons who were business owners. Across all industries, there was a gradual decline from 16.6 per cent to 14.5 per cent (or 2.1 percentage points) in the proportion who were business owners during the same period.

Figure 22 Proportion of employed persons who are business owners, Australia, 2006 to 2016



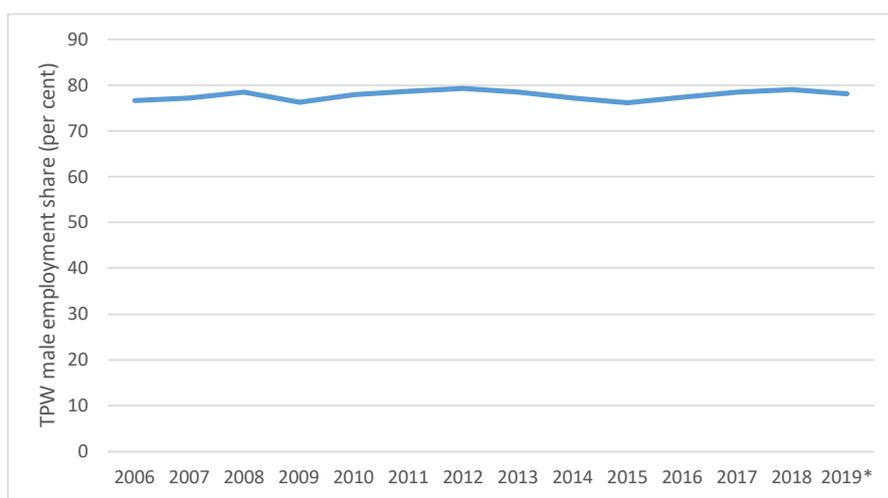
Note: Business owners are owner managers of incorporated or unincorporated enterprises, with or without employees. Proportion calculated after excluding not stated responses.

Source: BITRE analysis of ABS *Census of Population and Housing* 2006, 2011 and 2016 (place of usual residence data), extracted using TablebuilderPro.

Demographics

Using the ABS *Labour Force Survey*, the gender mix of the TPW workforce has changed little over the ten years ended 2016, with males accounting for around 77 per cent of employed persons in both 2006 and 2016 (Figure 23).²² There was a small rise in the male employment share between 2006 and 2011, followed by a small decline between 2011 and 2016, with a net increase of 0.9 percentage points between 2006 and 2016. The latest LFS data for the May quarter of 2019 shows that males contribute 78 per cent of TPW employment.

Figure 23 Proportion of male employed persons in the Transport, postal and warehousing industry, Australia, 2006 to 2019



Notes: * Data for 2019 is for May quarter, (since August quarter data was not yet available). For all other years, data relates to August quarter (to align with census timing).

Source: ABS Cat. 6291.0.55.003 Labour Force, Australia, Detailed, Quarterly, May 2019.

ABS census data shows that the TPW workforce has been ageing more rapidly than the overall workforce—the proportion of TPW employed persons aged 55 and over stood at 19.4 per cent in 2006, and rose to 22.9 per cent in 2011, and then to 25.4 per cent in 2016. This represents a 6.0 percentage point increase between 2006 and 2016 (see Figure 24), which compares to a 4.2 percentage point rise for total employment.²³

Figure 24 also shows that the proportion of employed persons aged 55 and over rose sharply for Postal and courier pick-up and delivery services (by 9.5 percentage points), Rail transport (9.3 percentage points) and Road transport (7.4 percentage points).

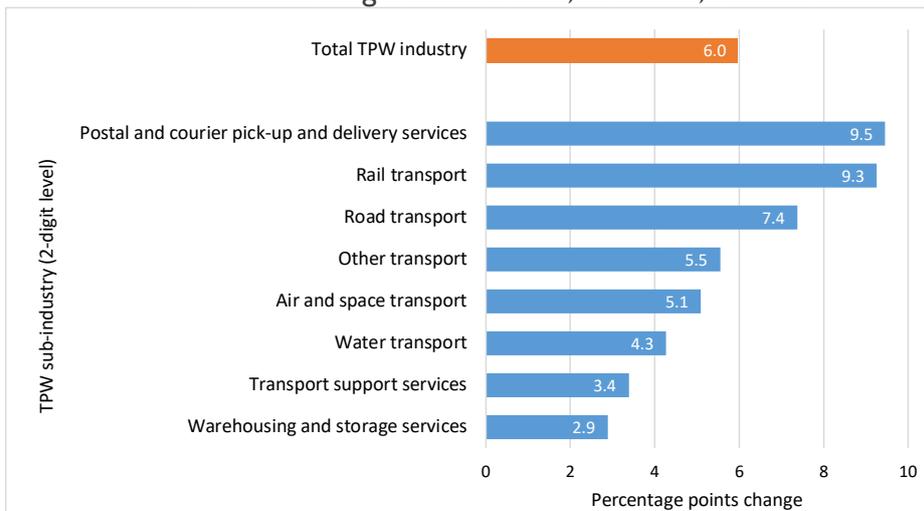
Figure 25 illustrates the shift towards an older age structure in the TPW workforce between 2006 and 2016. While the increased proportion of workers aged 55 and over is a key feature, so too is the significantly reduced proportion of workers aged between 35 and 44.²⁴ The ageing of the workforce is regarded as one of the major challenges facing the transport and logistics industry, and this has led to a number of initiatives relating to succession planning, mature worker retention, recruitment and vocational training (Transport and Logistics Industry Skills Council 2012, 2014, 2015). More detailed data on the age structure of TPW employed persons is provided in Appendix A (Table A.1).

²² Census data similarly shows the male share of TPW employment has remained unchanged, at 77 per cent in 2006, 2011 and 2016.

²³ The more rapid ageing of the TPW workforce is also evident from median age and average age data. For example, the median age of TPW employed persons increased from 43 in 2006 to 45 in 2016, but the all-industry median age remained stable at 40 years in both 2006 and 2016.

²⁴ The proportion of TPW workers aged between 35 and 44 declined by 4.7 percentage points between 2006 and 2016. This age group's share of overall employment has declined by 2.1 percentage points over the same period.

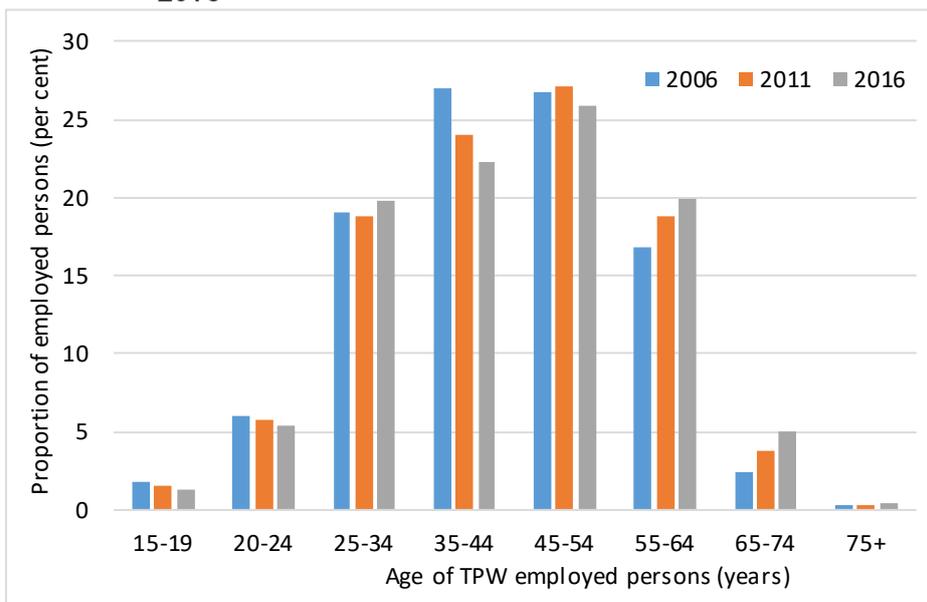
Figure 24 Percentage point change in the proportion aged 55 and over for Transport, postal and warehousing sub-industries, Australia, 2006 to 2016



Note: TPW not further defined is included in TPW total, but is not shown separately.

Source: BITRE analysis of ABS *Census of Population and Housing* 2006, 2011 and 2016 (place of usual residence data), extracted using TablebuilderPro.

Figure 25 Transport, postal and warehousing employment by age category, Australia, 2006 to 2016



Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2006, 2011 and 2016 (data extracted using Tablebuilder Pro).

Skills

Occupation

Table 16 show the changes in TPW employed persons by occupation between 2011 and 2016. During this period, the 1-digit ANZSCO occupation category that experienced the most employment growth within the TPW industry was Machinery operators and drivers, which added 17 400 employed persons. In addition, there were substantial increases in the number of TPW employed persons who were Managers (6 000) or Professionals (2 400). However, there were decreases in the number of TPW employed persons in three occupations: Clerical and administrative workers (-3 100 employed persons), Technicians and trades workers (-1 400) and Labourers (-1 000).

Table 16 also shows the employment of Managers grew relatively faster than other occupations, averaging 2.5 per cent growth per annum, while Machinery operators and drivers averaged 1.7 per cent growth per annum and Professionals grew by 1.4 per cent per annum between 2011 and 2016. Managers and Professionals are the two most highly skilled 1-digit occupational categories (ABS 2013b), and the above-average employment growth in these occupations points to a general upskilling of the TPW workforce.

Table 16 Changes in Transport, postal and warehousing employed persons by occupation, 2011 to 2016, Australia

Occupation type	Change in the number of employed persons, 2011-2016	Average annual growth rate (per cent)
Managers	6 000	2.5
Professionals	2 400	1.4
Technicians and trades workers	-1 400	-1.1
Community and personal service workers	300	0.4
Clerical and administrative workers	-3 100	-0.6
Sales workers	1 100	1
Machinery operators and drivers	17 400	1.7
Labourers	-1 000	-0.8
All occupations	20 300	0.8

Note: Inadequately described/not stated occupations are not shown separately in the table, but are included in the total.

Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2011 and 2016 (data extracted using Tablebuilder Pro).

The 3-digit occupational scale provides a more detailed perspective on growth occupations. Between 2011 and 2016, the 3-digit ANZSCO occupations that experienced the most employment growth within the TPW industry were Storepersons (which added 8 500 employed persons), Automobile and rail drivers (8 500), Delivery drivers (3 300) and Mobile plant operators (3 300) (Table 17). All four occupations are skill level four occupations (on a scale of one to five, see p.15), although further down the list of growth occupations are some higher skilled occupations (i.e. Miscellaneous hospitality, retail and service managers, Construction, distribution and production managers). Table 17 also shows that average annual growth was much faster for Storepersons (11.9 per cent) and Delivery drivers (6.0 per cent), compared to the other listed occupations.

Table 17 Main growth and decline occupations for Transport, postal and warehousing employed persons, 2011 to 2016, Australia

3-digit Occupation	Change in TPW employed persons, 2011-2016	Average annual growth of TPW employed persons, 2011-2016 (per cent)
<i>Growth occupations</i>		
Automobile, bus and rail drivers	8 500	2.5
Delivery drivers	3 300	6
Mobile plant operators	3 300	3.9
Logistics clerks	1 600	1.6
Miscellaneous hospitality, retail and service managers	1 500	2.1
Construction, distribution and production managers	1 200	2
Sales assistants and salespersons	1 100	2.6
<i>Declining occupations</i>		
Truck drivers	-6 400	-1.6
General clerks	-1 600	-3.5
Clerical and office support workers	-1 400	-0.7
Personal assistants and secretaries	-1 100	-7.3
Miscellaneous labourers	-1 000	-2.3

Note: TPW employed persons rounded to nearest 100.

Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2011 and 2016 (data extracted using Tablebuilder Pro).

During this period, there was a sizeable decrease in the number of truck drivers working in the TPW industry (by 6 400 persons or 1.6 per cent per annum). Truck drivers are also a skill level four occupation. Note that the total number of truck drivers working across all industries increased by 2 400 persons between 2011 and 2016. This suggests there has been some industry restructuring occurring, with truck driving roles that were previously performed in the TPW industry, now occurring in non-TPW industries.

Education

There was a clear shift towards higher levels of educational attainment within the TPW industry between 2011 and 2016. Table 18 shows that the number of TPW employed persons with bachelor degree or higher qualifications increased by 20 500 employed persons, which is very similar to the total TPW employment increase of 20 300 employed persons over the period. There were also substantial increases in the numbers holding advanced diploma and diploma qualifications (10 900), certificate qualifications (12 200) and Year 12 qualifications (but no post-school qualifications) (9 100). The total number with post-school qualifications increased by 43 700 employed persons. Given the low rate of current participation in education by TPW workers (see p. 19 and BITRE 2014), it is likely that much of the upskilling is occurring through recruitment of new higher-qualified workers. Between 2011 and 2016, there were significant declines in the number of TPW employed persons whose highest level of educational attainment was Year 11 schooling, or less.

The average annual growth rates between 2011 and 2016 show a clear pattern of being at their highest for those with post-graduate qualifications (7.9 per cent), and also very high for those with bachelor degree qualifications (5.7 per cent), but then systematically declining as educational attainment declines, with rapid job decline occurring for the least educated category between 2011 and 2016.

BITRE (2014) identified a similar shift towards higher levels of educational attainment in the TPW industry in the 2006 to 2011 period. During that period, the number of TPW employed persons holding post-graduate qualifications grew by 11.0 per cent per annum, while the number holding bachelor degrees grew by 6.8 per cent per annum.

Table 18 Level of educational attainment of Transport, postal and warehousing employed persons, Australia, 2011 and 2016

Level of educational attainment	Number of TPW employed persons		Change (per cent) (2011-2016)	Average annual growth (per cent) (2011-2016)
	2011	2016		
Postgraduate degree, graduate diploma or graduate certificate qualification	15 200	22 200	7 000	7.9
Bachelor degree qualification	42 200	55 700	13 500	5.7
Advanced diploma/diploma qualification	40 500	51 400	10 900	4.9
Certificate level qualification	112 700	124 900	12 200	2.1
Completed Yr12 schooling, No identified post-school qualification	88 700	97 900	9 100	2.0
Completed Yr10 or Yr11 schooling, No identified post school qualification	114 600	100 700	-13 900	-2.8
Did not complete Yr10 or equivalent,* No identified post school qualification	41 300	31 100	-10 200	-5.5
Total TPW employed persons	479 200	499 500	20 300	0.8

Notes:

1. * Includes not stated level of schooling completion.

2. Not stated post-school qualification category included in the total, but not shown in Table.

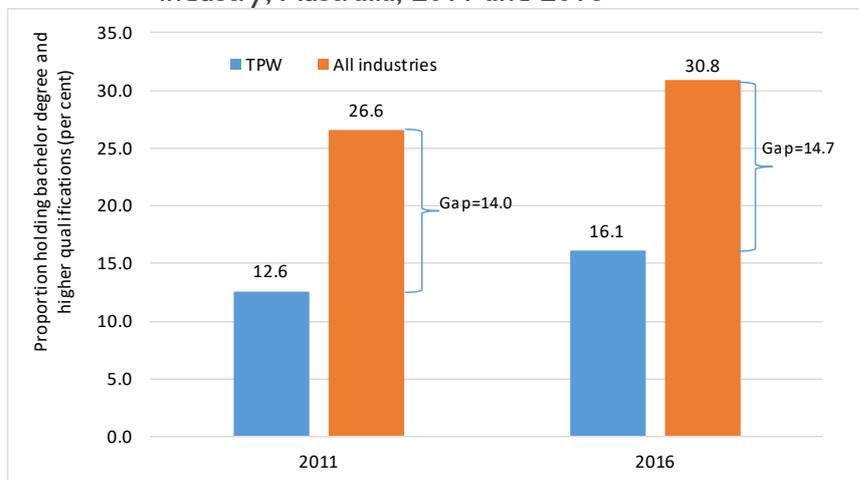
3. Number of employed persons are rounded to nearest 100.

Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2011 and 2016 (data extracted using Tablebuilder Pro).

This reflects a general trend towards higher levels of educational attainment across the Australian workforce. Figure 26 shows that while the proportion of TPW employed persons with a bachelor degree or higher qualification rose by 3.5 percentage points between 2011 and 2016 (from 12.6 to 16.1 per cent), over the same period the proportion of all employed persons with a bachelor degree or higher qualification rose by 4.3 percentage points. Thus, despite sizeable growth in the number of TPW workers with higher educational qualifications, the average TPW worker continues to be significantly less educated than the average

Australian worker. Moreover, the gap has widened in recent years. Figure 26 shows the gap in the proportion holding bachelor degree or higher qualifications has expanded from 14.0 percentage points in 2011 to 14.7 percentage points in 2016. The gap also widened by 1.6 percentage points between 2006 and 2011 (BITRE 2014).

Figure 26 Proportion of employed persons with bachelor degree or higher qualifications by industry, Australia, 2011 and 2016

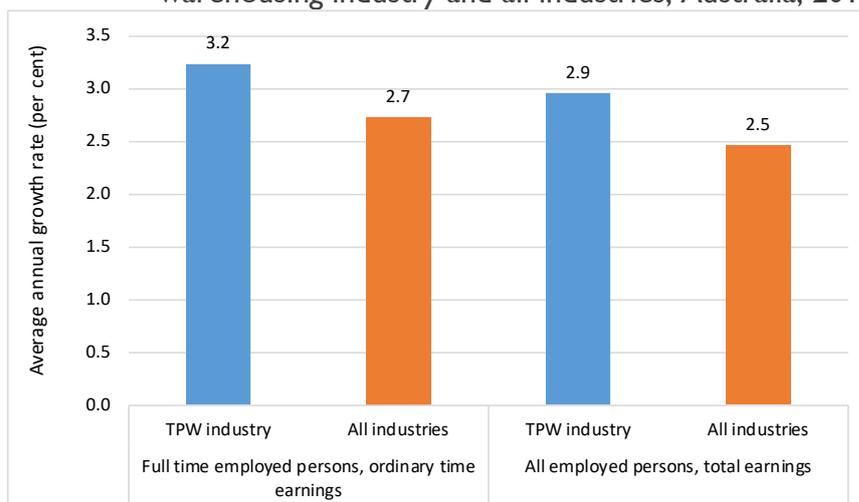


Source: BITRE analysis of ABS *Census of Population and Housing* (place of usual residence) data for 2011 and 2016 (data extracted using Tablebuilder Pro).

Income

The ABS *Average Weekly Earnings* data for the November 2011 to November 2018 period shows that average weekly ordinary time earnings for full-time employed persons have shown faster growth in TPW compared to the all-industry average, while average total earnings for all TPW employed persons have also shown faster growth than the all-industry average (Figure 27).

Figure 27 Average annual growth rate of average weekly earnings, Transport, postal and warehousing industry and all industries, Australia, 2011 to 2018



Notes: Year ending November.

Source: ABS Cat. No. 6302.0, *Average Weekly Earnings, Australia*, November 2018.

While the *Average Weekly Earnings* data isn't available for TPW sub-industries or occupations, the census data can be used to investigate whether there are specific sub-industries or occupations in which wage pressures seem to have been more pronounced in recent years.

Table 19 shows the average annual growth rate of the average and median income of employed persons in each of the TPW sub-industries between 2011 and 2016. The Warehousing and storage services sub-industry experienced minimal income growth between 2011 and 2016. However, there is some evidence of wage pressures in the Rail transport sub-industry in recent years, as it had the fastest growth of all the TPW industries (at 4.2 per cent for average income and 4.4 per cent for median income). More detailed investigation found that, while all of the top ten 4-digit occupations in the Rail transport sub-industry experienced income growth of at least 3 per cent per annum between 2011 and 2016, there were three occupations that stood out with income growth of more than 5 per cent per annum: Contract, program and project administrators, Electricians and Railway track operators. This may reflect the emergence of skill shortages in the rail industry 'as investment grows in new rail infrastructure and rolling stock and operations expand, with the number of train drivers, controllers, track workers, signalling engineers and technicians, maintenance workers, electrical technicians and tunnellers not keeping up with growing demand' (Australasian Railway Association 2018).

Table 19 Average annual growth rate of average and median income of employed persons in the Transport, postal and warehousing industry by sub-industry, Australia, 2011 to 2016

2-digit TPW industries	Average annual growth rate (per cent), 2011 to 2016	
	Average	Median
Road transport	3.1	2.8
Rail transport	4.2	4.4
Water transport	1.8	1.2
Air and space transport	3.2	2.9
Other transport	3.3	2.5
Postal and courier pick-up and delivery services	2.7	1.8
Transport support services	2.0	0.8
Warehousing and storage services	1.0	-0.1
Total TPW industry	2.7	1.9

Notes:

1. Total personal income includes income from sources other than employment (e.g. family benefits, investment income).
2. BITRE has estimated median weekly income based on the categorical income responses in the census. Details of the methodology are provided in the notes to Figure 16.

Source: BITRE analysis of ABS *Census of Population and Housing* place of usual residence data for 2011 and 2016 (data extracted using Tablebuilder Pro).

Table 21 shows the changes in average and median incomes between 2011 and 2016 for the top 10 TPW occupations. There is evidence of above-average wage pressures in Air and marine transport professionals, where average incomes grew by 5.3 per cent per annum and median incomes by 3.2 per cent. Further analysis of 4-digit occupations revealed that the predominant source of this income growth was Air transport professionals (e.g. aeroplane pilots, air traffic controllers, flight instructors), for whom average incomes grew by 5.5 per cent and median incomes by 3.5 per cent. Wages may be affected by skill shortages in the aviation sector. A recent *Aviation Workforce Skills Study* found that the existing shortage of flight instructors and flight examiners was expected to continue in the short to medium term, and that ongoing strong demand for Australian-trained pilots may lead to localised shortages (Australian Industry Standards 2017). Aeroplane pilots are currently identified by the Australian Government as an occupation eligible for a Temporary skill shortage visa, but eligibility is restricted to positions located in regional Australia (Department of Home Affairs 2019).

Table 21 Change in occupational income by TPW employed persons, Australia, 2011 to 2016

Occupation (3-digit level)	2011		2016		Average annual growth (per cent)	
	Average income (\$)	Median income (\$)	Average income (\$)	Median income (\$)	Average income	Median income
Truck drivers	1077	992	1232	1137	2.7	2.8
Automobile, bus and rail Drivers	880	746	971	813	2.0	1.7
Clerical and office support workers	854	813	977	928	2.7	2.7
Logistics clerks	1211	956	1344	1210	2.1	4.8
Storepersons	861	827	918	876	1.3	1.2
Mobile plant operators	967	904	1061	975	1.9	1.5
Miscellaneous hospitality, retail and service managers	1378	1172	1589	1309	2.9	2.2
Delivery drivers	852	776	874	807	0.5	0.8
Construction, distribution and production managers	1802	1569	2089	1732	3.0	2.0
Air and marine transport professionals	2162	2133 ^a	2804	2497	5.3	3.2

Notes:

1. Top 10 sub-occupations based on 2016 number of employed persons.

2. ^a Conservative estimate.

Source: BITRE analysis of ABS *Census of Population and Housing 2011* and 2016 (place of work data), extracted using TablebuilderPro.

Location

As mentioned earlier (p. 22), TPW employment is inherently difficult to tie down to a small area location due to the mobile nature of many transport jobs (e.g. truck drivers, taxi drivers). The ABS significantly changed its methodology for allocating people to a place of work between the 2011 and 2016 censuses, meaning that the place of work data is not directly comparable across these two censuses. Instead we have used the place of usual residence data for 2011 to 2016 to investigate changes in the location of TPW employed persons.

Table 22 provides information on changes in TPW employed residents between 2011 and 2016, with respect to states, capital cities and rest of states. At this highly aggregated geography, the great majority of people will live and work in the same city/region.

There was an increase of more than 20 300 TPW employed persons between 2011 and 2016, representing 0.8 per cent average annual growth. Growth was positive for capital cities (1.5 per cent per annum) and negative for Rest of states (-0.6 per cent per annum).

Among capital cities, the growth of TPW employed persons was highest for Greater Melbourne (12 300 persons and averaging 2.5 per cent growth per annum). Sydney and Perth also added a significant number of TPW employed persons, at 5 200 and 2 800, respectively.

All of the state balances recorded a decline in TPW employed persons, with the decline most pronounced in the Rest of NSW and the Rest of Queensland, which both had declines of 1 500 employed persons. These declines were largely being driven by the Road transport sub-industry.²⁵ While the census also identifies declines in Road transport employment in the capital cities, these are offset by strong growth in employment in Warehousing and storage services and Postal and courier pick-up and delivery services in the largest capital cities. These latter two sub-industries recorded much more modest growth in regional areas and the smaller capital cities.

²⁵ While the census data identifies a substantial national decline in Road transport employment, the LFS identifies substantial growth in Road transport employment between 2011 and 2016. Methodological changes in the processing of census data between 2011 and 2016 will have impacted on the census change measure to some extent. Footnote 19 provides more information.

Table 22 Change in Transport, postal and warehousing employed persons by place of residence, Australia, 2011 to 2016

Geography	Change in TPW employed persons (2011-2016)	Share of total change in location (per cent)	Average annual growth rates (per cent)
Greater Sydney	5 200	26	0.9
Greater Melbourne	12 300	61	2.5
Greater Brisbane	2 600	13	0.9
Greater Adelaide	700	3	0.6
Greater Perth	3 800	19	1.9
Greater Hobart	100	0	0.5
Greater Darwin	0*	0	-0.2
Canberra	300	2	1.4
Rest of New South Wales	-1 500	-7	-0.7
Rest of Victoria	-400	-2	-0.3
Rest of Queensland	-1 500	-8	-0.6
Rest of South Australia	-400	-2	-1.3
Rest of Western Australia	-400	-2	-0.7
Rest of Tasmania	-200	-1	-0.7
Rest of Northern Territory	-100	0	-1.2
New South Wales	3 800	18	0.5
Victoria	11 900	59	1.9
Queensland	1 100	6	0.2
South Australia	300	1	0.2
Western Australia	3 400	17	1.3
Tasmania	-100	-1	-0.3
Northern Territory	-100	-1	-0.5
All capital cities	25 100	123	1.5
Rest of states	-4 500	-22	-0.6
Australia	20 300	100	0.8

Notes:

- * Change of less than 50 employed persons.
- No usual address, Migratory-Offshore-Shipping and Other Territories are included in the total, but not presented separately in the table.
- Australian Capital Territory is same as Canberra and was included in the Capital cities total.

Source: BITRE analysis of ABS *Census of Population and Housing 2011* and 2016 (place of usual residence), extracted using TablebuilderPro.

Concluding remarks

The Transport, postal and warehousing (TPW) industry is a significant contributor to the national economy, accounting for 4.9 per cent (or \$85.0 billion) of value added in 2017–18 (ABS 2018) and employing 651 600 persons as of May 2019 (ABS 2019a).

This study provides a national profile of people employed in the TPW industry as of 2016, providing details of the sub-industries in which TPW workers are employed, their employment status, hours worked, gender, age, occupation, educational qualifications, income, work location and commuting behaviour. Just over 40 per cent of all TPW employment was found to relate to the Road transport sub-industry. TPW workers are predominantly male (77 per cent) and employed on a full-time basis (75 per cent), and they tend to be older than workers in other industries (with a median age of 45 years, compared to 40 years for all employed persons). TPW workers are generally less educated than the average Australian worker, in terms of both schooling and post-school education.

In addition to providing this national snapshot of the characteristics of TPW workers in 2016, the Information Sheet also describes some of the key changes that have occurred in recent years, such as:

- The shift towards fewer hours of work in the TPW industry—with the proportion working 49 or more hours a week declining by 4.3 percentage points between 2011 and 2016, and the proportion working full-time declining by 2.3 percentage points.
- The more rapid rate of ageing in the TPW workforce compared to the overall workforce—from 2011 to 2016, the proportion aged 55 and over rose by 2.5 percentage points in TPW, compared to a 1.6 percentage point rise for total employment.
- The shift towards higher levels of educational attainment within the TPW industry—in 2016, there were 20 500 additional TPW employed persons who held bachelor degree or higher qualifications (compared to 2011), and 24 100 fewer persons holding neither Year 12 nor post-school qualifications. However, despite this strong growth in educational attainment, the number of TPW employed persons with bachelor degree or higher qualifications (16.1 per cent) continues to remain well below the national proportion of 30.8 per cent for all employed persons.

This Information Sheet provides a useful basis for understanding the nature of employment in the TPW industry, and the transitions that are currently underway. A similar employment profile will also be prepared for another sector (Heavy and civil engineering construction) that is fundamental to transport and infrastructure policy, namely the infrastructure construction sector (BITRE 2019).

Appendix A

Table A.1 Time series analysis of age structure of Transport, postal and warehousing employed persons by sub-industries, Australia, 2001, 2011 and 2016

Year	Age of TPW employed persons (years)								All ages
	15-19	20-24	25-34	35-44	45-54	55-64	65-74	75+	
Road transport									
2006	1.7	5.4	17.3	26.4	26.5	19.2	3.1	0.3	100.0
2011	1.4	5.0	16.9	22.9	27.1	21.2	5.2	0.3	100.0
2016	0.9	4.2	17.6	20.8	26.4	22.6	6.9	0.6	100.0
Rail transport									
2006	1.0	5.2	17.3	28.0	33.5	14.1	0.9	0.1	100.0
2011	0.7	5.1	19.1	24.1	31.3	17.9	1.7	0.1	100.0
2016	0.3	2.8	19.5	24.3	28.8	21.4	2.7	0.1	100.0
Water transport									
2006	2.2	8.0	22.9	26.3	23.3	15.0	2.0	0.4	100.0
2011	1.4	6.9	23.2	24.4	25.0	16.0	2.9	0.2	100.0
2016	1.6	5.6	21.9	24.4	25.1	17.0	4.2	0.3	100.2
Air and space transport									
2006	0.9	6.8	27.4	31.5	22.7	9.8	0.8	0.1	100.0
2011	1.0	7.0	24.2	29.3	25.4	11.7	1.4	0.1	100.0
2016	1.0	6.6	23.7	26.4	26.6	13.7	2.0	0.1	100.0
Other transport									
2006	3.5	10.8	23.5	23.8	20.7	15.2	2.2	0.3	100.0
2011	2.5	8.1	21.8	22.9	23.4	17.1	3.9	0.4	100.0
2016	2.5	8.5	21.1	21.9	22.8	17.6	5.2	0.4	100.0
Postal and courier pick-up and delivery services									
2006	2.5	4.8	16.4	27.0	30.5	16.7	1.9	0.2	100.0
2011	2.2	4.9	14.8	22.9	30.5	20.9	3.5	0.2	100.0
2016	2.1	5.8	17.1	20.1	26.7	22.7	5.1	0.4	100.0
Transport support services									
2006	1.7	7.0	21.0	26.0	25.7	16.0	2.4	0.2	100.0
2011	1.3	6.7	22.2	25.2	25.3	16.3	2.9	0.2	100.0
2016	0.9	5.5	23.1	24.4	24.2	17.3	4.2	0.4	100.0
Warehousing and storage services									
2006	3.3	10.1	25.1	26.1	21.9	11.7	1.6	0.3	100.0
2011	2.4	9.5	25.2	24.9	22.6	12.7	2.4	0.3	100.0
2016	2.4	10.4	26.0	23.2	21.5	13.3	2.8	0.4	100.0
Total TPW industry									
2006	1.8	6.0	19.0	26.9	26.8	16.8	2.4	0.2	100.0
2011	1.5	5.7	18.7	24.0	27.2	18.8	3.8	0.3	100.0
2016	1.3	5.4	19.9	22.2	25.8	19.9	5.1	0.4	100.0

Note: TPW not further defined is included in TPW total, but is not shown separately.

Source: BITRE analysis of ABS *Census of Population and Housing* 2006, 2011 and 2016 (place of usual residence data), extracted using TablebuilderPro.

Abbreviations and Acronyms

ABS	Australian Bureau of Statistics
ANZSCO	Australian and New Zealand Standard Classification of Occupations
ANZSIC	Australian and New Zealand Standard Industrial Classification
ASCED	Australian Standard Classification of Education
ASGS	Australian Statistical Geography Standard
BITRE	Bureau of Transport, Infrastructure and Regional Economics
Cat.	Catalogue
CBD	Central Business District
GDP	Gross Domestic Product
GVA	Gross Value Added
LFS	Labour Force Survey
na	Not applicable
nec	Not elsewhere classified
nfd	Not further defined
NSW	New South Wales
NT	Northern Territory
QLD	Queensland
SA	South Australia
SA2	Statistical Area Level 2
SUA	Significant Urban Area
TAS	Tasmania
TPW	Transport, postal and warehousing
VIC	Victoria
WA	Western Australia

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Workforce Participation In Australian Transport And Logistics

Prepared by the:



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Highlights

In articulating the contribution of Transport and Logistics (T&L) to the Australian economy, the extent of workforce participation is of particular interest. Without quantification, policies to attract and retain a skilled workforce are, at best, problematic. The purpose of this report is to identify the number of persons employed within the Australian economy whose jobs involve, either wholly or in part, T&L activities. That is, the number of employed personnel that participate in a T&L activity and/or employed by an T&L entity. The analysis focuses on the T&L skills required to service the Australian economy rather than the traditional industry based employment categorisation.

The major headlines arising from the review are detailed below:

- T&L workforce participation approximates 1,246,406 persons as at August 2006. The participation is *equivalent* to 13.9 per cent of the national workforce aggregate;
- 32.0 per cent of the T&L workforce were located in New South Wales followed by 23.9 per cent in Victoria, 21.2 per cent in Queensland, 10.6 per cent in Western Australia, 8.0 per cent in South Australia, 2.3 per cent in Tasmania 1.0 per cent in the Northern Territory and 0.9 per cent in the Australian Capital Territory;
- 72.4 per cent (or 847,582 persons) were attributed to the freight sector (on the basis of predominant activity), 9.4 per cent (or 109,781 persons) to passenger transport while the remaining 18.2 per cent (212,406) could be attributed to either the freight or passenger sectors. On a two sectoral basis (that is excluding “both” occupations), the freight sector represented 88.5 per cent of national T&L participants;
- More than three quarters (76.7 per cent) of those participating in T&L activities are male;
- 55.8 per cent of national T&L participants are aged 44 years or younger with 20.4 per cent 55 years or older;
- Female participants tend to be younger than their male counterparts with 58.1 per cent of females 44 years or younger compared with 55.1 per cent for males;
- The largest single educational level is year 10 or below which constitutes 35.5 per cent of those participating in T&L activities. The proportional representation of year 10 or below achievers does not alter significantly by gender;
- The female workforce have, on average, higher education levels with 18.3 per cent of females achieving a diploma or higher compared with 11.7 per cent for males;
- 33.0 per cent of all participants attained an educational level greater than year 12.

1.0 Introduction

1.1 Background

In June 2007, the Australian Logistics Council (ALC) released a report titled “Contribution of Transport and Logistics to the Economy”¹. The report, prepared by the Apelbaum Consulting Group (ACG) identified that the Australian Transport and Logistics (T&L) sector was equivalent to approximately 14.5 per cent of Gross Domestic Product (GDP) with State/Territory equivalence ranging from 3.6 per cent in the Australian Capital Territory (ACT) to 24.1 per cent in Western Australia (WA). In terms of performance, the Australian T&L sector is rated highly by the World Bank² being ranked 17 from 150 countries, only marginally behind the United States.

In articulating the contribution of T&L to the Australian economy, the extent of employment is of particular interest. The Federal Department of Transport and Regional Services (DOTARS)³ noted that “the inability to determine more precisely the size of the logistics workforce is an impediment to clearly articulating the importance of logistics to the economy. As a result, DOTARS recommended ... as a priority, “a comprehensive study of the size and characteristics of the logistics workforce. Without quantification, policies to attract and retain a skilled workforce can, at best, be problematic”.

There have been various attempts to define T&L related employment in the Australian workforce. One of the earliest endeavours was undertaken by the Bureau of Transport Economics (BTE, 2001⁴) in which it was concluded that the transport and storage (T&S) sector employed 418,700 persons in 1999/00 which equated to 4.6 per cent of persons employed as at June 2000. Allowing for a factor of 1.65 to represent the logistic component of T&L, the BTE surmised that transport, storage and logistics contributed approximately 690,000 full time equivalent (FTE) persons or 7.6 per cent of total employed.

The Federal Department of Education, Employment and Workplace Relations (DEEWR)⁵ concluded that the Australian T&L industry employed 480,100 persons, as at May 2007. The employment size reported by DEEWR is supported by the Transport and Logistic Industry Skills Council⁶. The Standing Committee on Employment, Workplace Relations and Education (2007)⁷ in examining workforce challenges in the transport industry relied upon Australian Bureau of Statistics (ABS) data⁸ to quantify employment in the T&S industry at 454,000 in 2004/05. In a separate analysis, the Victorian Government⁹ concluded through independent research that Victorian T&L was responsible for 334,000 jobs though elsewhere in the report, 238,000 personnel were identified from ABS Labour Force data.

¹ Australian Logistics Council (2007), “Contribution of Transport & Logistics to The Economy – Dispelling the Myths”, Prepared by the Apelbaum Consulting Group Pty Ltd.

² The World Bank (2007), “Connecting to Compete - Trade Logistics in the Global Economy - The Logistics Performance Index and Its Indicators”, Washington DC.

³ DOTARS (2002) “Freight Logistics in Australia - An Agenda for Action”.

⁴ Bureau of Transport Economics (2001).

⁵ Department of Education, Employment and Workplace Relations (2007), “Employment Outlook for Transport and Storage”, SkillsInfo, Canberra. As at February 2008, T&S employment grew to approximately 500,000.

⁶ The Transport & Logistic Skills Council (2008), “Environmental Scan.1 2008”.

⁷ Standing Committee on Employment, Workplace Relations and Education (2007), “Workforce Challenges in the Transport Industry”

⁸ Australian Bureau of Statistics (2007), “Year Book 2006”, Cat No. 1301.0.

⁹ Department of Innovation, Industry and Regional Development (2007), “The 2007 Victorian Transport and Logistics Industry Report”.

The outcomes of the above analyses are very much governed by the manner in which the industry is defined. The national estimates prepared by the ABS reflect the number of employees within the transport and storage sector. That is, the industry cluster is confined to hire and reward (or direct) transport and storage (T&S) operators who provide freight transport and storage services on a commercial fee for service basis¹⁰.

However, transport, storage and logistics in Australia is pervasive, servicing every sector of the Australian¹¹ (and international¹²) economy. There exist many commercial and industrial entities involved in other sectors of the economy, such as mining, agricultural, retail, construction and Government who undertake transport, storage and logistics activities for “in-house” purposes. These are defined as ancillary T&L activities which are typically embedded in the accounts of the primary business entity.

In addition to the direct (hire and reward and ancillary) employment associated with transport and logistics, there exists indirect employment associated with those who provide non-“transport” and logistic services arising from transport and logistic activities such as vehicle renting, real estate, accounting, legal, tax and business consultancy, labour recruitment, travel agents, market research and miscellaneous business activities.

In 2008, the ALC Industry Data Steering Group approved the next phase of its data program by building on the research conducted in the GDP report. The ACG was commissioned to quantify T&L workforce participation in Australia.

1.2 Study Objectives

The principal objectives of this project are to:

- quantify the size of the Australian workforce participating in T&L activities and to provide some insight into its structure;
- develop a methodological framework that allows the analysis to be replicated on an ongoing basis so as to provide a monitoring capability.

1.3 The Question To Be Answered

Concerns regarding existing national employment estimates for the wider T&L community reflect the question being addressed. Some of the previous analysis identified the number of persons employed within T&S in accordance with the ABS definition of the T&S industry. Sectoral clusters are based upon an industrial classification that identifies “groupings of businesses which carry out similar productive activities.”¹³ Within this context, similar productive activities reflect the predominant activity(s) of the business/entity⁹.

¹⁰ In accordance with the sectoral definition employed by the Australian Bureau of Statistics. This definition ostensibly excludes logistics hence the attempt by the BTE to apply a factors of 1.65 of direct employment to capture logistic activities.

¹¹ Australian Logistics Council (2007), “Contribution of Transport & Logistics to the Economy - Dispelling the Myths”, Prepared by the Apelbaum Consulting Group Pty Ltd.

¹² Lagneaux, F. (2008), “Economic Importance of Belgian Transport Logistics” Working Paper Document No 125, National Bank of Belgium.

¹³ Australian Bureau of Statistics (2006), “Australian and New Zealand Standard Industrial Classification 2006”, Cat. No. 1292.0.

However, T&L workforce participation is **embedded within every sector of the Australian economy**. Many employees in sectors of the economy, other than the T&S sector undertake T&L activities on an ongoing basis. This is evidenced by the recently announced State Government skills initiatives that are directed at enhancing the capability of those employed in the non-transport/storage sectors such as the farming sector to “look at new career options” in T&L by “using the (transport/storage) skills they already have”¹⁴ ¹⁵. Maintaining an industry sector focus in examining the employment associated with T&L activities only serves to grossly underestimate the significance of T&L employment skills within the Australian economy.

The question that is the subject of this report is not how many people are employed within those entities whose primary role is the carriage of passengers and/or freight and the storage of freight (the hire and reward transport and storage sector) but ***the number of persons employed within the Australian economy whose jobs involve, either wholly or in part, T&L activities. That is, the number of employed personnel that participate in a T&L activity and/or employed by an T&L entity***. The analysis focuses on T&L skills required to service the Australian economy rather than the traditional industry based employment categorisation.

1.4 Report Outline

The report is presented in four (4) sections. Section 2 defines the T&L activity cluster with particular attention to the direct and ancillary sectors. The review of available data is outlined in Section 3. The final section details participation levels arising from T&L with particular attention directed to key explanatory variables such as gender, age, state of participation, level of education and freight/passenger sectoral contributions.

¹⁴ Blues Country Magazine (2008), “Drought-hit workers offered transport path in Queensland”, 21/8/2008.

¹⁵ http://presszoom.com/print_story_145151.html (2008), “\$472,500 Boost for Skills Initiatives in the Wimmera”.

2.0 The T&L Activity Cluster

The T&L activity cluster represents those businesses/entities involved in “the movement and handling of goods and materials, from inputs through production to consumers and waste disposal” and “associated reverse flows such as product and equipment returns, and recycling”¹. This involves a range of production, transport, storage, product support and reverse flow activities which have been summarised in **Table 2.1**.

2.1 The Direct (Hire And Reward) Industry Cluster

The direct or hire and reward (H&R) cluster encompasses all those businesses/entities whose *predominant activity is transport and storage* and whose activities are listed (either wholly or in part) in Table 2.1. The cluster incorporates both passenger and freight entities. **Table 2.2** details the ABS categorisation of the transport and storage sector in accordance with the Australian and New Zealand Standard Industrial Classification (ANZSIC).

2.2 The Total Cluster

The pervasive nature of T&L requires a definition of activities and occupations within both the transport and storage sector of the economy (the hire and reward component) and other (or ancillary) sectors of the economy. The combination of both components is defined as the total cluster.

Given that every sector of the economy is involved in transport and logistics, those participating in T&L activities can best be identified by focusing, initially, on relevant T&L activities and then ascertaining the corresponding employment occupations.

Table 2.3 outlines those occupations (totaling 118) whose position description incorporates at least one of the T&L activities outlined in Table 2.1.

TABLE 2.1: TRANSPORT AND LOGISTICS ACTIVITIES

PRODUCTION	<i>Warehousing and storage</i>
<i>Production flow management</i>	Warehousing
Production planning	Cross Deck
Materials handling	Regional consolidation
<i>Inventory management</i>	
<i>Packaging</i>	<i>Other transport services</i>
Packaging	Postal services
<i>Order processing</i>	Courier Services
Order management	Maritime Stevedoring
Order receipt	Freight forwarding
Labeling	Sea port services
Filling orders	Other sea transport services
Kitting	Airport and other air services
Pre-retail	Customs clearance
Co packing	Other transport support
Dispatching	Track and trace
Demand forecasting	
	PRODUCT SUPPORT
MATERIAL AND OTHER INPUTS	Parts support
Procurement	Service support
Materials management	
	REVERSE FLOWS
TRANSPORT AND STORAGE	<i>Handling, storage and transport of product returns</i>
<i>Line haul transport</i>	Returns management
Road transport	<i>Recycling and waste disposal</i>
Rail Transport	
Sea Transport	
Air Transport	
Scenic and Sightseeing Transport	
Pipelines	
Other transport	

Sources:

ACG - Apelbaum Consulting Group.

ABS - Australian Bureau of Statistics (2006).

TABLE 2.2: ANZSIC CLASSIFICATION FOR TRANSPORT AND STORAGE

SUBDIVISION	GROUP	CLASS	TITLE	DESCRIPTION
46	461	4610	Road Freight	Includes furniture removal services, postal services, log haulage, road freight services, vehicle towing, taxi trucks (with driver) and truck hire services (with driver).
	462	4621	Interurban and Rural Bus Transport	Includes charter bus and bus transport services outside the metropolitan area.
		4622	Urban Bus Transport	Includes airport, metropolitan, metropolitan charter, school and urban bus services and tramway passenger services.
		4623	Taxi and Other Road Transport	Includes hire car services, road passenger transport (n.e.c.), taxi cab management services and taxi services.
47	471	4710	Rail Freight	Excludes repair of above and below rail infrastructure.
	472	4720	Rail Passenger	Includes light, mono and heavy rail.
48	481	4810	Water Freight	Includes blue water freight between domestic ports, freight ferry services, harbour freight transport services, international services, river freight transport, ship management services, river or lake services. Excludes ship repair or refit and bareboat chartering.
	482	4820	Water Passenger	Includes boat charter, lease or rental for passenger services, ferry operation, passenger ferry service, passenger ship management, ship charter, lease or rental, water passenger transport service and water taxi service.
49	490	4900	Air and Space	Includes passenger and freight transport and time charter of aircraft. Excludes repair of aircraft, ticket sales and sight-seeing services.
50	501	5010	Scenic and Sightseeing Transport	Includes aerial cable cars, airboats, chair lifts, charter fishing, glider operations, harbour sightseeing, helicopter rides, hot air balloons, hovercraft operations, scenic railways, sightseeing buses, steam trains and whale watching cruises.
		502	Pipeline	Includes pipeline operation for the transport of gas, oil and other material.
	5029	Other Transport n.e.c.	Transport operation n.e.c.	
51	510	5101	Postal services	Includes mail service, mailbox rental, post office operation, postal agency operation.
		5102	Courier Pick-up and Delivery Services	Includes postal services, customised express pick-up and delivery, grocery delivery, home delivery, messenger services, pickup and delivery.
52	521	5211	Stevedoring Services	Includes ship loading or unloading service (provision of labour) and stevedoring services.
		5212	Port and Water Transport Terminal Operations	Includes coal loader operation (water transport), container terminals, grain loader operations, port operations, ship mooring services, freight terminals, passenger terminals, wharf operations. Excludes construction, port planning, ship repairs.
		5219	Other Water Transport Support Services	Includes ship agency, towage, lighterage, navigation services, pilotage, salvage, ship registration and agency.

TABLE 2.2 cont: ANZSIC CLASSIFICATION FOR FREIGHT TRANSPORT AND STORAGE

SUBDIVISION	GROUP	CLASS	TITLE	DESCRIPTION
52	529	5291	Customs Agency Services	Includes custom clearance service, export & import documentation. Excludes customs and border control.
		5292	Freight Forwarding Services	Includes road, rail, sea and air freight forwarding
		5299	Other Transport Support Services n.e.c.	Includes road, rail and container terminal operations, freight brokerage, road passenger terminal, road vehicle driving service, taxi radio base operation (for couriers), toll bridge operation, toll road operation and weighbridge operation. Excludes hiring and leasing of pallets.
53	530	5301	Grain Storage Services	Includes grain elevator and grain silo operation and grain storage.
		5309	Other Warehousing and Storage Services	Includes bond store operation, bulk petroleum storage, cool room storage, controlled atmosphere storage, free store operation, furniture storage, refrigerated storage, other storage, warehousing and wool storage. Excludes self storage renting or leasing.

Note:
n.e.c. - not elsewhere classified.

Source:
Australian Bureau of Statistics (2006).

TABLE 2.3: ASCO OCCUPATIONAL CLASSIFICATION

NO. TITLE	MAJOR GROUP	NO. TITLE	SUB MAJOR GROUP	NO. TITLE	MINOR GROUP	NO. TITLE	UNIT GROUP	NO. TITLE	SUB UNIT GROUP
1	MANAGERS AND ADMINISTRATORS	11	Mgrs & Admin	119	MISCELLANEOUS GENERAL MANAGERS	1192	IMPORTERS, EXPORTERS AND WHOLESALERS	11	Importer or exporter
		12	SPECIALIST MANAGERS	122	ENGINEERING, DISTRIBUTION AND PROCESS MANAGERS	1193	MANUFACTURERS	13	Wholesaler
		13	FARMERS AND FARM MANAGERS	131	FARMERS AND FARM MANAGERS	1223	SUPPLY AND DISTRIBUTION MANAGERS	11	Manufacturer
						1311	MIXED CROP AND LIVESTOCK FARMERS	11	Supply and Distribution Manager
						1312	LIVESTOCK FARMERS	11	Mixed Crop and Livestock Farmer
								11	Mixed Livestock Farmer
								13	Beef Cattle Farmer
								15	Dairy Farmer
								17	Sheep Farmer
								19	Pig Farmer
								21	Poultry Farmer
								23	Horse Breeder
								25	Apiarist (Bees)
								79	Livestock Farmers nec
						1313	CROP FARMERS	11	Grain, Oilseed and Pasture Grower
								13	Sugar Cane Grower
								15	Tobacco Grower
								17	Fruit and Nut Grower
								19	Vegetable Grower
								21	Flower Grower
								79	Crop Farmers nec
						1314	AQUACULTURE FARMERS	11	Aquaculture Farmer
						2541	AIR TRANSPORT PROFESSIONALS	11	Aircraft Pilot
								13	Air Traffic Controller
								15	Flight Service Officer
								17	Flight Engineer
								19	Flying Instructor
								79	Air Transport Professionals nec
						2542	SEA TRANSPORT PROFESSIONALS	11	Ship's Master
								13	Master Fisher
								15	Ship's Engineer
								17	Ship's Surveyor
								19	Ship's Officer
								79	Sea Transport Professionals nec
						3393	TRANSPORT COMPANY MANAGERS	11	Transport Company Manager
						3399	OTHER MANAGING SUPERVISORS (SALES AND SERVICE)	11	Post Office Manager
								13	Railway Station Manager
								19	Car Rental Agency Manager
								21	Fleet Manager
								25	Travel Agency Manager
						3491	AMBULANCE OFFICERS AND PARAMEDICS	11	Ambulance Officer
								13	Intensive Care Ambulance Paramedic
						3999	OTHER MISCELLANEOUS ASSOCIATE PROFESSIONALS	79	Associate Professionals nec
						4114	AIRCRAFT MAINTENANCE ENGINEERS	1	Supervisor, Aircraft Maintenance Engineers
								11	Aircraft Maintenance Engineer (Mechanical)
								13	Aircraft Maintenance Engineer (Structures)
								15	Aircraft Maintenance Engineer (Avionics)
								81	Apprentice Aircraft Maintenance Engineer (Mechanical)
								83	Apprentice Aircraft Maintenance Engineer (Structures)
								85	Apprentice Aircraft Maintenance Engineer (Avionics)
						4611	FARM OVERSEERS	11	Farm Overseer
						4999	OTHER MISCELLANEOUS TRADESPERSONS AND RELATED WORKERS	15	Aircraft Safety Equipment Worker
		46	SKILLED AGRICULTURAL AND HORTICULTURAL WORKERS	461	SKILLED AGRICULTURAL WORKERS				
		49	OTHER TRADESPERSONS AND RELATED WORKERS	498	MISCELLANEOUS TRADESPERSONS AND RELATED WORKERS				

3.0 Availability Of Data

The review of potential data pertaining to employment within the T&L sector suggested two primary sources:

- The Australian Bureau of Statistics;
- The T&L Industry.

3.1 Australian Bureau Of Statistics

Relevant national employment and occupation data can be sourced from the Census of Population and Housing and the Labour Force Statistics collected by the Australian Bureau of Statistics (ABS).

3.1.1 *Census Of Population And Housing*

The Census of Population and Housing (CPH) is the largest statistical collection including employment by the ABS, measuring the number of people in Australia on “census night”¹⁶, their key characteristics, and the dwellings in which they live. The census is undertaken every five (5) years with the most recent being completed in August 2006.

With regard to employment, the 2006 Australian CPH compiles information pertaining to industry or business employment, business name, main occupation, State/Territory of location, full or part time employment and main tasks. Industry classifications are in accordance with the Australian and New Zealand Standard Industrial Classification (ANZSIC 1993 and ANZSIC 2006), while the main occupation and associated activities are categorised according to the ABS Australian Classification of Occupations (ASCO)¹⁷ and the Australian and New Zealand Standard Classification of Occupations (ANZSCO)¹⁸. “Rich” census data was only available in ANZSIC 1993 and ASCO. ASCO is also used in all ABS surveys where occupation data are collected, including the Labour Force Survey. The coding systems are based on an index (or codefile) of responses given in ABS collections. Primary importance is given to the occupation title while extensive use is also made of main tasks performed in the job. The census excludes “citizens and residents who are out of the country on census night ... unless they have left the country without being required to undertake departure formalities”.

From an employment perspective the census collects the following information:

- Main occupation of members of each household in accordance with the ASCO and the ANZSCO classifications, to six digit level;
- Main tasks – used to define the occupation of the respondent and is not available as output;
- Business name – used to assist in defining the occupation of the respondent and is not available as output;
- Industry or business of employment – as per the ANZSIC classification;

¹⁶ 8 August 2006.

¹⁷ Australian Bureau of Statistics (1997), “Australian Standard Classification of Occupations”, Cat. No. 1220.0, Second Edition.

¹⁸ Australian Bureau of Statistics (2006), “Australian and New Zealand Standard Classification of Occupations”, Cat. No. 1220.0, First Edition.

- Gender;
- Age – collected by single years of age but made available to the ACG according to age cohorts (in years) 15-19, 20-24, 25-34, 35-44, 45-49, 50-54, 55-59, 60-64, 65-69 and 70 or greater;
- State/location of employment;
- Hours worked – reflects hours worked during census week and consists of a large number of nil values¹⁹ (arising in part from personnel who were away from work during census week). The incidence of part timers working more than thirty-five (35) hours per week, full timers working less than thirty-five (35) hours per week and the broad nature of the output as provided to ACG (0, 1-34, 35-44 and 45 or more) detracts from meaningful delineation between full time or part time.

3.1.2 Labour Force Statistics

The ABS Labour Force (LF) statistics estimate “the civilian labour force derived from the Labour Force Survey component of the Monthly Population Survey”²⁶. The survey is “based on a multi-stage area sample of private dwellings (currently about 30,000 houses, flats, etc.) and a list sample of non-private dwellings (hotels, motels, etc) encompassing approximately 0.45 per cent of the population of Australia”²⁰. The LF statistics rely upon the CPH for population benchmarking of discreet variables such as age and sex. The census assists in re-calibrating the official population estimates which are then used to produce benchmarks for extending the LF statistics to the wider population. The primary role of the ABS LF statistics is to provide an ongoing assessment of employment between census collections.

The LF survey excludes “permanent defence forces, certain diplomatic personnel of overseas Governments customarily excluded from census and estimated population counts, overseas residents in Australia, and members of non-Australian defence forces (and their dependants) stationed in Australia”¹² though this is subsequently adjusted by the ABS. Further, the LF data categorises occupations to the four digit level (rather than the six (6) digit level provided by the census) and to the three (3) digit level for industry sector (rather than the four (4) digit level provided by the census). Refinement by occupation is of paramount importance for a clear definition of T&L workforce participation. Accordingly, the census is regarded as the only national employment collection that provides an appropriate level of occupation classification.

3.2 Industry Data

Consultation with key industry stakeholders (see **Appendix A** for a listing of industry stakeholders involved in the consultation process) and the ABS indicated that while some data was available to identify those employed whose job descriptions involved at least one T&L task, the data was incomplete with regard to total participation and key attributes. Hence, industry data was not utilised in the analysis.

¹⁹ DEEWR (2008), pers. comm.

²⁰ Australian Bureau of Statistics (2008), “Labour Force Australia”, Cat No. 6202.0.

4.0 Workforce Participation In The Transport And Logistics Sector

As at August 2006, the ABS LF statistics identified 10,167,981 participants in the national workforce compared with 9,104,175 reported by the CPH as employed. At the six digit level, the CPH identified 8,404,063 employed nationally (for all sectors) which is 700,112 or 7.7 per cent lower than the one digit value due to the number of “not stated or not classified” entries arising from the degree of refinement of the occupation classification.

For the T&S sector, the LF statistics reported 464,580 workforce participants, compared with 403,421 and 378,827 by the CPH at the one digit and six digit levels, respectively. Since August 2006, national employment has grown by 505,389 or almost 5 per cent while T&S employment increased at a greater rate of 8.7 per cent or 40,271 persons²¹. **Table 4.1** summarises the various employment values by jurisdiction as derived by the ABS CPH and the LF statistics, for 2006 and 2008.

TABLE 4.1: T&S WORKFORCE PARTICIPATION BY COLLECTION AND JURISDICTION

Industry	Source	Definition			Jurisdiction									
		Level	Year		NSW	VIC	QLD	SA	WA	TAS	NT	ACT	Other Territories	AUSTRALIA
T&S	Census	6 Digit	2006	Number	129,642	88,493	84,165	25,092	35,553	8,356	3,837	3,629	60	378,827
				Row per cent	34.2%	23.4%	22.2%	6.6%	9.4%	2.2%	1.0%	1.0%	0.02%	100.0%
				Col per cent	4.8%	4.3%	5.0%	3.9%	4.1%	4.4%	4.9%	2.2%	6.3%	4.5%
T&S	Census	1 Digit	2006	Number	138,579	94,569	89,248	26,645	37,498	8,812	4,170	3,828	72	403,421
				Row per cent	34.4%	23.4%	22.1%	6.6%	9.3%	2.2%	1.0%	0.9%	0.02%	100.0%
				Col per cent	4.8%	4.2%	4.9%	3.9%	4.0%	4.3%	4.8%	2.2%	6.7%	4.4%
T&S	Labour Force	1 Digit	2006	Number	155,706	107,708	109,545	32,692	42,707	9,188	4,292	3,011	0	464,850
				Row per cent	33.5%	23.2%	23.6%	7.0%	9.2%	2.0%	0.9%	0.6%	0.0%	100.0%
				Col per cent	4.8%	4.3%	5.3%	4.4%	4.0%	4.2%	4.3%	1.6%	0.0%	4.6%
T&S	Labour Force	1 Digit	2008	Number	173,873	110,633	128,352	27,843	46,753	7,603	5,532	4,533	0	505,122
				Row per cent	34.4%	21.9%	25.4%	5.5%	9.3%	1.5%	1.1%	0.9%	0.0%	100.0%
				Col per cent	5.2%	4.2%	5.8%	3.6%	4.0%	3.2%	4.9%	2.4%	0.0%	4.7%
ALL	Census	6 Digit	2006	Number	2,686,710	2,081,108	1,691,456	640,121	871,464	191,163	78,433	162,657	951	8,404,063
				Row per cent	32.0%	24.8%	20.1%	7.6%	10.4%	2.3%	0.9%	1.9%	0.01%	100.0%
ALL	Census	1 Digit	2006	Number	2,909,445	2,274,441	1,824,997	689,895	936,120	204,746	87,179	176,281	1,071	9,104,175
				Row per cent	32.0%	25.0%	20.0%	7.6%	10.3%	2.2%	1.0%	1.9%	0.01%	100.0%
ALL	Labour Force	1 Digit	2006	Number	3,274,445	2,514,920	2,052,239	750,270	1,065,193	220,863	100,822	189,229	0	10,167,981
				Row per cent	32.2%	24.7%	20.2%	7.4%	10.5%	2.2%	1.0%	1.9%	0.0%	100.0%
ALL	Labour Force	1 Digit	2008	Number	3,365,538	2,623,967	2,203,852	776,361	1,160,731	239,559	111,812	191,549	0	10,673,370
				Row per cent	31.5%	24.6%	20.6%	7.3%	10.9%	2.2%	1.0%	1.8%	0.0%	100.0%

Sources:

DEEWR (2008), pers. comm.
ABS (2008a).

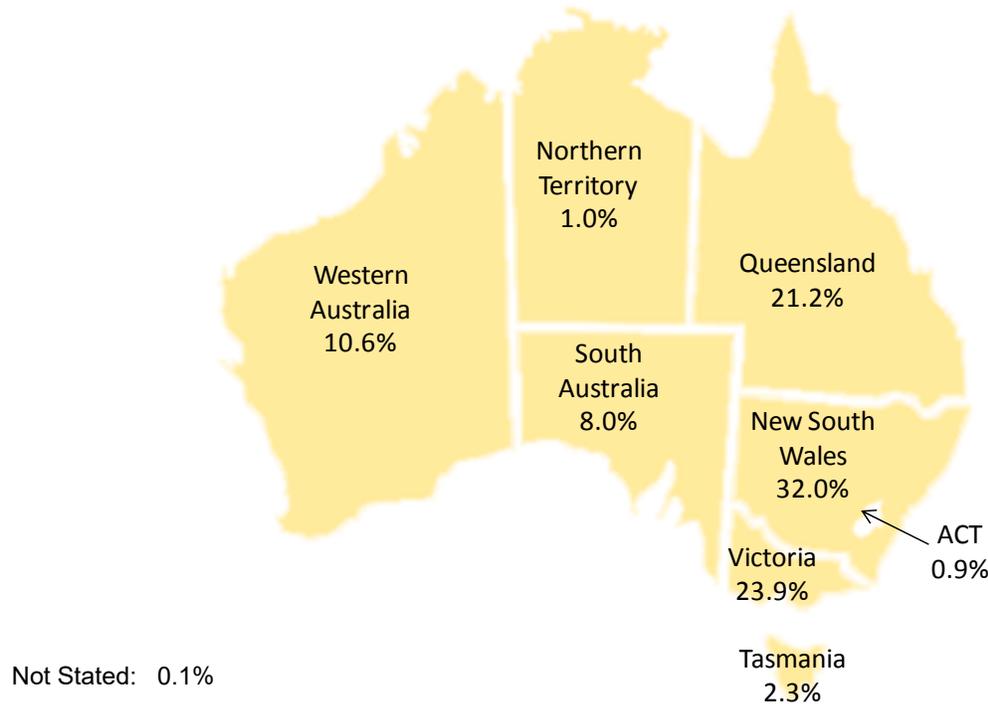
²¹ As at August 2008.

Given the variations in employment estimates between the LF and CPH collections and the importance of defining T&L workforce participation by occupation at the six digit level it was necessary to impute T&L participation from the 6 digit CPH collection relative to the one digit CPH frame. The imputation assumed that the distribution of occupation participation at the one digit level is identical to that at the six digit level, for each jurisdiction. Subsequent attribute analysis reflects the small six digit CPH data. **Appendix B** details the methodology adopted in deriving T&L participation in the workforce.

4.1 Participation Of T&L In The Australian Workforce

Based upon the six digit CPH data, T&L workforce participation equates to 1,170,421 persons with NSW, Victoria and Queensland generating 910,427 persons or 77.0 per cent of the national T&L workforce participation. Imputation to reflect the CPH population at the one digit level²², suggests that the T&L workforce participation approximates 1,246,406 persons (as at August 2006) of which 32.0 per cent, 23.9 per cent and 21.2 per cent were generated by the NSW, Queensland and Victorian economies, respectively. The 2006 T&L participation is equivalent to 13.9 per cent of the national workforce aggregate. **Figure 4.1** details the T&L workforce population as at August 2006.

FIGURE 4.1: T&L WORKFORCE PARTICIPATION BY JURISDICTION, 2006



Source:
Table C3.2.

²² By factoring the CPH six digit data according to the ratio of the CPH one digit value to the CPH six digit value, for each jurisdiction.

4.2 A Description Of T&L Participation In The Workforce

In order to gain a better understanding of the T&L workforce, the description of T&L participation in the workforce encompasses delineation by:

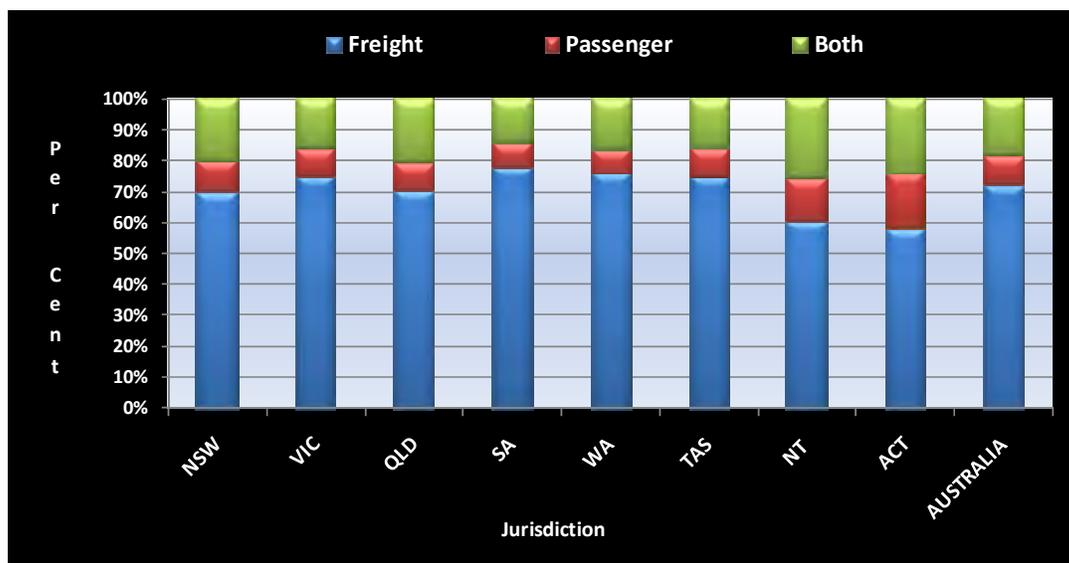
- Passenger and freight sectors;
- Gender;
- Age;
- Educational qualification.

4.2.1 Passenger And Freight Sectors

Of the 1,170,421 T&L workforce participants identified according to the six digit CPH, 72.4 per cent (or 847,582 persons) were attributed to the freight sector (on the basis of predominant activity), 9.4 per cent (or 109,781 persons) to passenger transport with the remaining 18.2 per cent (212,406) attributed to both the freight or passenger sectors. With regard to the freight sector, the Northern Territory demonstrated the smallest proportional contingent (60.9 per cent) with South Australia at the highest (78.2 per cent).

On a two sectoral basis (that is excluding “both” occupations), the freight sector represented 88.5 per cent of national T&L participants. **Figure 4.2** illustrates the sectoral distribution by jurisdiction, as at August 2006. Table C3.4 in Appendix C details the classification of each T&L occupation by sector.

FIGURE 4.2: T&L WORKFORCE PARTICIPATION BY SECTOR AND JURISDICTION, 2006

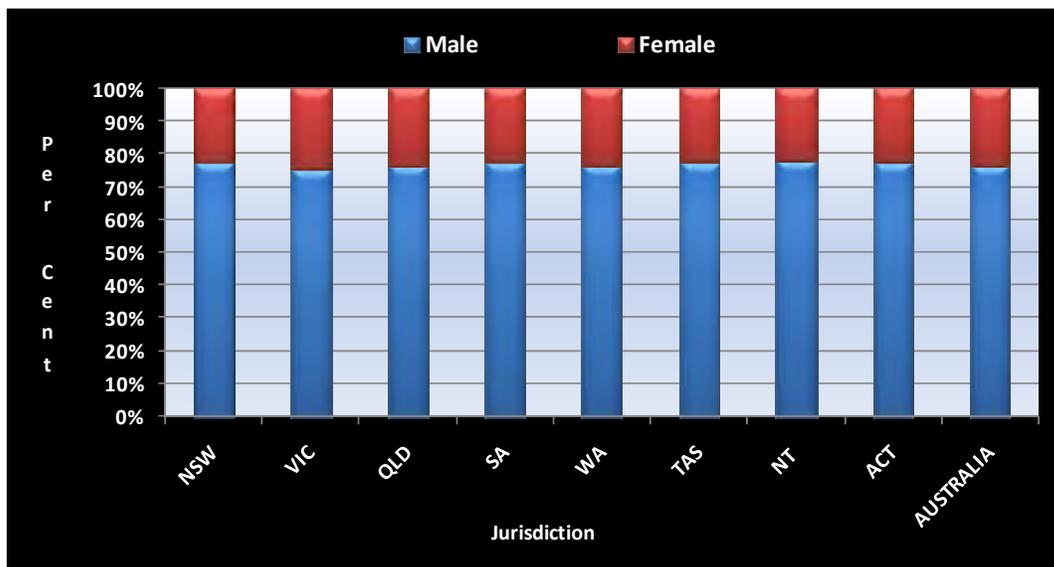


Source:
Table C3.3.

4.2.2 Gender

More than three quarters (76.7 per cent) of those participating in T&L activities are male. Female participation differed by jurisdiction varying from 21.8 per cent in the Northern Territory to 24.3 per cent in Victoria. **Figure 4.3** summarises the T&L workforce participation by gender and jurisdiction.

FIGURE 4.3: T&L WORKFORCE PARTICIPATION BY GENDER AND JURISDICTION, 2006



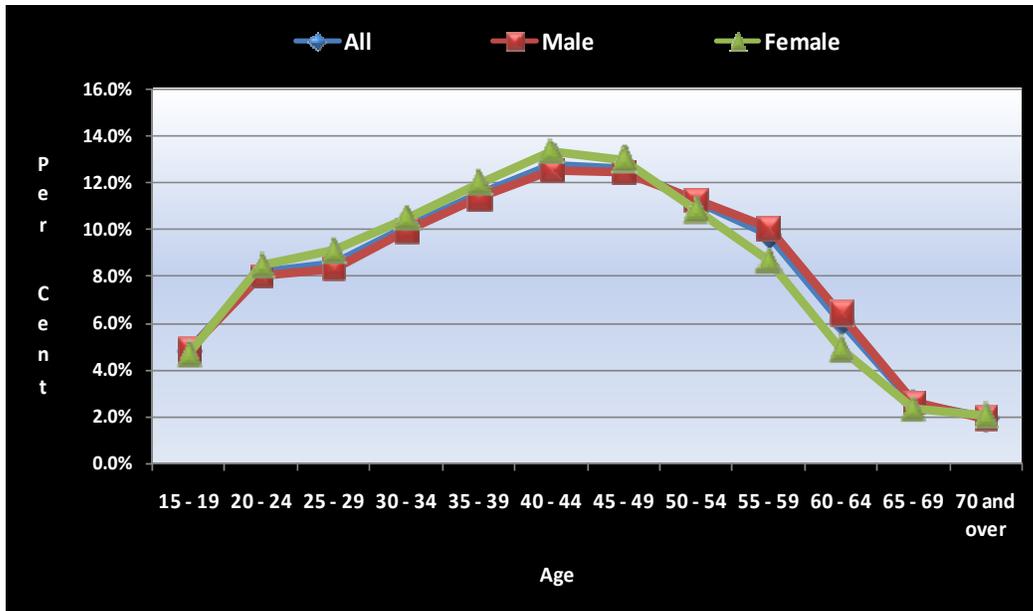
Source:
Table C3.5.

4.2.3 Age

Figures 4.4 and 4.5 outline the distribution of T&L workforce participants by age/gender and age/jurisdiction. A review of the figures indicate the following:

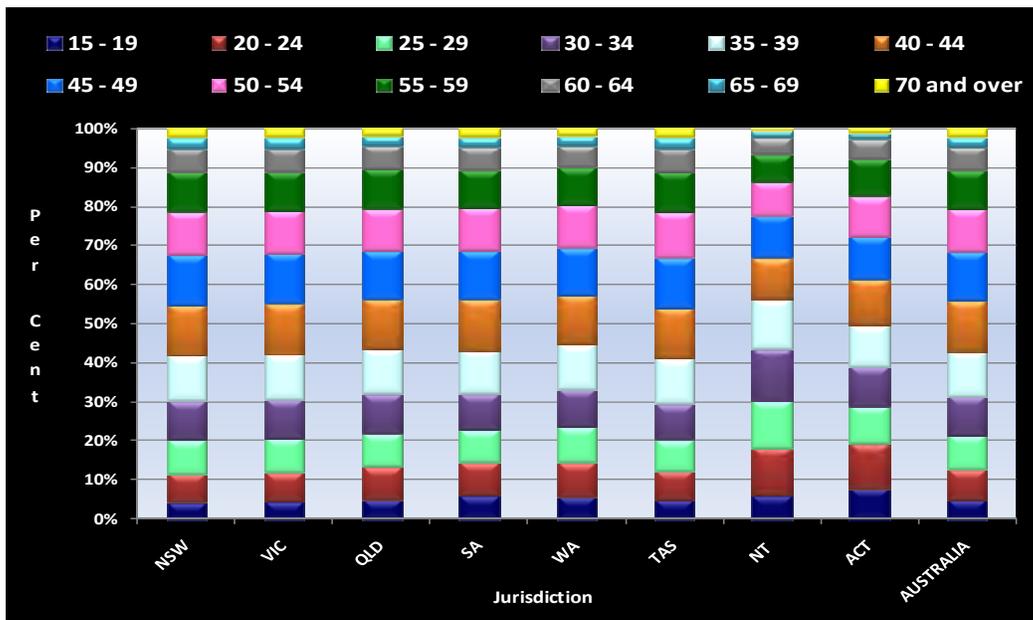
- 55.8 per cent of national T&L participants are aged 44 years or younger with 20.4 per cent 55 years or older;
- Female participants tend to be younger than their male counterparts with 58.1 per cent of females 44 years or younger compared with 55.1 per cent for males;
- 54.3 per cent of Tasmanian participants are 44 years or younger compared with 54.7 per cent in NSW, 55.3 per cent in Victoria, 56.2 per cent in South Australia, 56.4 per cent in Queensland, 57.4 per cent in Western Australia, 61.8 per cent in the ACT and 67.2 per cent in the Northern Territory.

FIGURE 4.4: T&L WORKFORCE PARTICIPATION BY AGE AND GENDER, 2006



Source:
Table C3.5.

FIGURE 4.5: T&L WORKFORCE PARTICIPATION BY AGE AND JURISDICTION, 2006



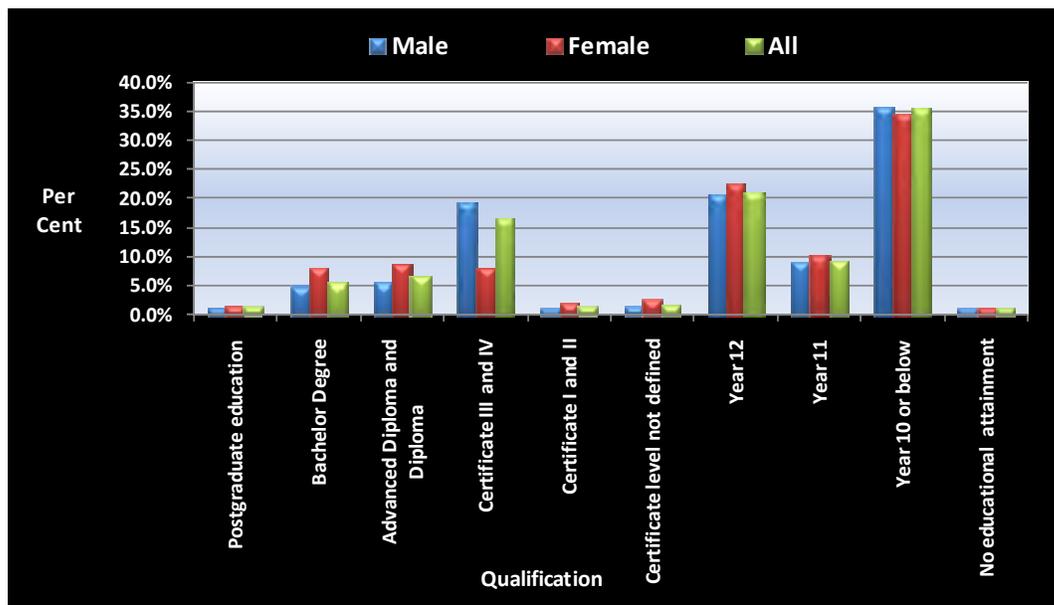
Source:
Table C3.6.

4.2.4 Level Of Education

Figure 4.6 illustrates T&L workforce participation by educational qualification²³ and gender on a national basis. **Table A3.7** provides the underlying analysis by jurisdiction. A review of the figure and the associated table indicates the following:

- The largest single educational level is year 10 or below which constitutes 35.5 per cent of those participating in T&L activities. The proportional representation of year 10 or below achievers does not alter significantly by gender;
- The female workforce have, on average, higher education levels with 18.3 per cent of females achieving a diploma or higher compared with 11.7 per cent for males;
- Alternatively 21.8 per cent of males achieved a certificate standard compared with 13.0 per cent for females;
- Only 1.3 per cent of all participants did not achieve any of the categorized educational levels;
- Thirty-three (33.0) per cent of all participants attained an educational level greater than year 12.

FIGURE 4.6: T&L WORKFORCE PARTICIPATION BY EDUCATIONAL QUALIFICATION AND GENDER, 2006



Source:
Table C3.7.

²³ Educational qualification gives precedence to non-school qualifications of any kind. That is, only those with no non-school qualifications or "not stated" qualifications are given by the highest school year.

Appendix A: The ALC Data Steering Committee

Name	Organisation
Mr. Chris Egger	National Transport Commission
Mr. David Anderson	Ports Australia (Chairman)
Mr. David Hunt	Australian Customs
Ms Tania Davies	Australasian Railway Association Inc
Mr. Godfrey Lubulwa	Bureau of Infrastructure, Transport and Regional Economics
Mr. John Apelbaum	Apelbaum Consulting Group
Mr. Len Harper	Chartered Institute of Logistics & Transport in Australia
Ms. Amanda Thomas	Transport and Logistics Industry Skills Council
Ms. Marnie Tisot	Queensland Transport
Ms. Melinda Buker	Australian Logistics Council (ALC Program Director)
Ms. Sally Pritchard	Australian Bureau of Statistics

Appendix B: Methodology

Having identified those occupations (to the six (6) digit level) that pertain to Australian transport and logistics activities, the methodology to derive participation, by jurisdiction encompassed the following:

1. Ascertain the total employed by the H&R sector by occupation (at the 6 digit level) by identifying the number of participants in the sector with occupations detailed in Table 2.3;
2. These employees were removed from the national aggregate to identify participation (for the nominated occupations) within the ancillary T&L sector;
3. The total number of participants in the H&R (for all occupations) was identified and added to the ancillary component in step 2 to derive total T&L participation.

Appendix C: Other Tables

TABLE C3.1: T&L WORKFORCE PARTICIPATION BY JURISDICTION AT THE CPH 6 DIGIT LEVEL

	Jurisdiction									AUSTRALIA
	NSW	VIC	QLD	SA	WA	TAS	NT	ACT	Other ¹	
Number	372,619	279,238	249,570	93,580	125,498	27,154	11,668	10,270	824	1,170,421
Per cent	31.8%	23.9%	21.3%	8.0%	10.7%	2.3%	1.0%	0.9%	0.1%	100.0%

Note:

1. Includes 652 train operations inspectors, examiners and other territories.

Source:

DEEWR (2008), pers. comm.

TABLE C3.2: IMPUTED T&L WORKFORCE PARTICIPATION

	Jurisdiction									AUSTRALIA
	NSW	VIC	QLD	SA	WA	TAS	NT	ACT	Other ¹	
Number	398,306	298,411	264,642	99,372	132,364	28,636	12,681	10,833	1,162	1,246,406
Per cent	32.0%	23.9%	21.2%	8.0%	10.6%	2.3%	1.0%	0.9%	0.1%	100.0%

Note:

1. Includes train operations inspectors, examiners and other territories.

Sources:

Apelbaum Consulting Group.
DEEWR (2008), pers. comm.

TABLE C3.3: T&L WORKFORCE PARTICIPATION BY SECTOR AND JURISDICTION, 6 DIGIT LEVEL

	Jurisdiction										AUSTRALIA
	NSW	VIC	QLD	SA	WA	TAS	NT	ACT	Other Territories	Other	
Freight	260,062	209,873	175,714	73,175	95,271	20,310	7,106	5,977	94	n.a.	847,582
Col %	69.8%	75.2%	70.4%	78.2%	75.9%	74.8%	60.9%	58.2%	54.7%	n.a.	72.4%
Passenger	38,801	24,665	23,007	7,147	10,110	2,609	1,588	1,825	29	n.a.	109,781
Col %	10.4%	8.8%	9.2%	7.6%	8.1%	9.6%	13.6%	17.8%	16.9%	n.a.	9.4%
Both	73,756	44,700	50,849	13,258	20,117	4,235	2,974	2,468	49	652	212,406
Col %	19.8%	16.0%	20.4%	14.2%	16.0%	15.6%	25.5%	24.0%	28.5%	n.a.	18.1%
Total	372,619	279,238	249,570	93,580	125,498	27,154	11,668	10,270	172	652	1,170,421
Col %	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	n.a.	100.0%

Notes:

n.a. - not available.

Other involves 652 train operations inspectors and examiners.

Sources:

Apelbaum Consulting Group.

DEEWR (2008), pers. comm.

TABLE C3.4: OCCUPATION CLASSIFICATION BY SECTOR

Occupation	Designation ¹
119211 Importer or Exporter	F
1192-13 Wholesaler	F
1193-11 Manufacturer	F
1223-11 Supply and Distribution Manager	F
1311-11 Mixed Crop and Livestock Farmer	F
1312-11 Mixed Livestock Farmer	F
1312-13 Beef Cattle Farmer	F
1312-15 Dairy Farmer	F
1312-17 Sheep Farmer	F
1312-19 Pig Farmer	F
1312-21 Poultry Farmer	F
1312-23 Horse Breeder	F
1312-25 Apiarist (Bees)	F
1312-79 Livestock Farmers nec	F
1313-11 Grain, Oilseed and Pasture Grower	F
1313-13 Sugar Cane Grower	F
1313-15 Tobacco Grower	F
1313-17 Fruit and Nut Grower	F
1313-19 Vegetable Grower	F
1313-21 Flower Grower	F
1313-79 Crop Farmers nec	F
1314-11 Aquaculture Farmer	F
2541-11 Aircraft Pilot	B
2541-13 Air Traffic Controller	B
2541-15 Flight Service Officer	B
2541-17 Flight Engineer	B
2541-19 Flying Instructor	B
2541-79 Air Transport Professionals nec	B
2542-11 Ship's Master	F
2542-13 Master Fisher	F
2542-15 Ship's Engineer	F
2542-17 Ship's Surveyor	B
2542-19 Ship's Officer	F
2542-79 Sea Transport Professionals nec	B
3393-11 Transport Company Manager	B
3399-11 Post Office Manager	F
3399-13 Railway Station Manager	P
3399-19 Car Rental Agency Manager	P
3399-21 Fleet Manager	B
3399-25 Travel Agency Manager	P
3491-11 Ambulance Officer	P
3491-13 Intensive Care Ambulance Paramedic	P
3999-79 Associate Professionals nec	P
4114-01 Supervisor, Aircraft Maintenance Engineers	B
4114-11 Aircraft Maintenance Engineer (Mechanical)	B
4114-13 Aircraft Maintenance Engineer (Structures)	B
4114-15 Aircraft Maintenance Engineer (Avionics)	B
4114-81 Apprentice Aircraft Maintenance Engineer (Mechanical)	B
4114-83 Apprentice Aircraft Maintenance Engineer (Structures)	B
4114-85 Apprentice Aircraft Maintenance Engineer (Avionics)	B
4611-11 Farm Overseer	F
4999-15 Aircraft Safety Equipment Worker	B
5996-11 Flight Service Director	B
5996-13 Flight Attendant	P
5996-79 Travel Attendants nec	P
6151-11 Production Recording Clerk	F
6152-01 Supervisor, Transport and Despatching Clerks	F
6152-11 Receiving and Despatching Clerk	F
6152-13 Import-Export Clerk	F
6153-01 Supervisor, Stock and Purchasing Clerks	F
6153-11 Stock Clerk	F
6153-13 Purchasing Officer	F
6153-15 Order Clerk	B
6194-11 Customs Inspector	B
6194-17 Motor vehicle licence examiner	B
6194-19 Transport Operations Inspector	B
6194-21 Train Examiner	B
6397-11 Travel Agent	P
6397-15 Tour Guide	P
7112-11 Forklift Driver	F
7119-13 Railway Track Repair Mobile Plant Operator	B
7119-15 Streetsweeper Operator	F

TABLE C3.4 cont: OCCUPATION CLASSIFICATION BY SECTOR

Occupation	Designation ¹
7119-79 Mobile Plant Operators nec	B
7122-11 Crane, Hoist or Lift Operator	B
7129-11 Railway Signal Operator	B
7129-13 Train Controller	B
7129-23 Bulk Materials Handling Plant Operator	F
7129-79 Intermediate Stationary Plant Operators nec	F
7311-11 Heavy Truck Driver	F
7311-13 Furniture Removalist	F
7312-11 Bus Driver	P
7312-13 Tram Driver	P
7313-11 Automobile Driver	P
7314-11 Delivery Driver	F
7315-11 Train Driver	B
7315-13 Train Driver's Assistant	B
7911-11 Miner	F
7993-01 Supervisor, Storepersons	F
7993-11 Storeperson	F
7994-11 Seafarer	B
7994-13 Fishing Hand	F
8112-11 Mail Clerk	F
8112-13 Postal Sorting Officer	F
8114-11 Courier	F
8114-13 Postal Delivery Officer	F
8211-17 Sales Assistant (Postal Services)	F
8292-13 Transport Conductor	P
8293-11 Street Vendor	F
8296-11 Service Station Attendant	B
8311-13 Armoured Car Escort	F
8319-11 Railways Assistant	B
8319-17 Car Park Attendant	P
9111-17 Vehicle Cleaner	B
9215-11 Sawmill Labourer	F
9219-15 Chemical Plant Labourer	F
9221-11 Hand Packer	F
9222-11 Packager and Container Filler	F
9911-11 Mining Support Worker	F
9911-13 Driller's Assistant	F
9914-11 Survey Hand	F
9915-11 Railway Labourer	B
9918-11 Electrical or Telecommunications Trades Assistant	F
9921-11 General Farm Hand	F
9991-11 Garbage Collector	F
9992-11 Freight Handler (Road and Rail)	F
9992-13 Waterside Worker	F
9992-15 Truck Driver's Offsider	F
9999-11 Vending Machine Attendant	F
9999-13 Sign Erector	F

Notes:

F - Freight
P - Passenger
B - Both

Source:

Apelbaum Consulting Group.

TABLE C3.5: T&L WORKFORCE PARTICIPATION BY GENDER AND JURISDICTION, 6 DIGIT LEVEL

Gender		Jurisdiction									AUSTRALIA
		NSW	VIC	QLD	SA	WA	TAS	NT	ACT	Other ¹	
Male	Number	256,097	192,858	170,071	67,068	88,630	19,211	8,226	7,020	117	809,298
	Row %	31.6%	23.8%	21.0%	8.3%	11.0%	2.4%	1.0%	0.9%	0.0%	100.0%
	Col %	77.5%	75.7%	76.3%	77.3%	76.6%	77.8%	78.2%	77.3%	86.7%	76.7%
Female	Number	74,293	61,999	52,887	19,657	27,100	5,474	2,290	2,059	18	245,777
	Row %	30.2%	25.2%	21.5%	8.0%	11.0%	2.2%	0.9%	0.8%	0.0%	100.0%
	Col %	22.5%	24.3%	23.7%	22.7%	23.4%	22.2%	21.8%	22.7%	13.3%	23.3%
Sub total	Number	330,390	254,857	222,958	86,725	115,730	24,685	10,516	9,079	135	1,055,075
	Row %	31.3%	24.2%	21.1%	8.2%	11.0%	2.3%	1.0%	0.9%	0.0%	100.0%
	Col %	88.7%	91.3%	89.3%	92.7%	92.2%	90.9%	90.1%	88.4%	16.4%	90.1%
Not stated	Number	42,229	24,381	26,612	6,855	9,768	2,469	1,152	1,191	689	115,346
	Row %	36.6%	21.1%	23.1%	5.9%	8.5%	2.1%	1.0%	1.0%	0.6%	100.0%
	Col %	11.3%	8.7%	10.7%	7.3%	7.8%	9.1%	9.9%	11.6%	83.6%	9.9%
Total	Number	372,619	279,238	249,570	93,580	125,498	27,154	11,668	10,270	824	1,170,421

Note:

1. Includes 652 train inspectors, examiners and other territories.

Source:

DEEWR (2008), pers. comm.



TABLE C3.6: T&L WORKFORCE PARTICIPATION BY AGE, GENDER AND JURISDICTION, 6 DIGIT LEVEL¹

Gender		Jurisdiction																			
		NSW		VIC		QLD		SA		WA		TAS		NT		ACT		Other ²		AUSTRALIA	
		Number	Col %	Number	Col %	Number	Col %	Number	Col %	Number	Col %	Number	Col %	Number	Col %	Number	Col %	Number	Col %	Number	Col %
Male	15 - 19	10,819	3.3%	8,983	3.5%	8,534	3.8%	4,080	4.7%	5,053	4.4%	891	3.6%	478	4.5%	583	6.4%	0	0.0%	39,421	3.7%
	20 - 24	19,359	5.9%	14,694	5.8%	13,928	6.2%	5,900	6.8%	7,909	6.8%	1,440	5.8%	1,000	9.5%	754	8.3%	21	16.0%	65,005	6.2%
	25 - 29	21,369	6.5%	16,084	6.3%	13,990	6.3%	5,514	6.4%	7,607	6.6%	1,500	6.1%	930	8.8%	645	7.1%	3	2.0%	67,642	6.4%
	30 - 34	25,880	7.8%	19,355	7.6%	17,006	7.6%	6,323	7.3%	8,637	7.5%	1,785	7.2%	1,055	10.0%	634	7.0%	8	6.6%	80,684	7.6%
	35 - 39	28,606	8.7%	22,058	8.7%	19,420	8.7%	7,559	8.7%	10,216	8.8%	2,188	8.9%	1,043	9.9%	730	8.0%	12	9.7%	91,833	8.7%
	40 - 44	32,413	9.8%	24,474	9.6%	21,065	9.4%	8,441	9.7%	10,843	9.4%	2,500	10.1%	922	8.8%	837	9.2%	14	11.2%	101,510	9.6%
	45 - 49	32,731	9.9%	24,199	9.5%	20,816	9.3%	8,316	9.6%	10,736	9.3%	2,442	9.9%	894	8.5%	734	8.1%	11	8.9%	100,880	9.6%
	50 - 54	29,455	8.9%	21,785	8.5%	19,175	8.6%	7,414	8.5%	9,765	8.4%	2,276	9.2%	733	7.0%	760	8.4%	9	7.3%	91,373	8.7%
	55 - 59	26,466	8.0%	19,269	7.6%	17,429	7.8%	6,543	7.5%	8,769	7.6%	2,004	8.1%	579	5.5%	719	7.9%	24	19.1%	81,803	7.8%
	60 - 64	16,633	5.0%	12,489	4.9%	11,420	5.1%	4,103	4.7%	5,412	4.7%	1,267	5.1%	386	3.7%	417	4.6%	6	4.4%	52,133	4.9%
	65 - 69	7,038	2.1%	5,460	2.1%	4,321	1.9%	1,597	1.8%	2,218	1.9%	515	2.1%	148	1.4%	125	1.4%	3	2.2%	21,425	2.0%
	70 and over	5,328	1.6%	4,008	1.6%	2,967	1.3%	1,278	1.5%	1,465	1.3%	403	1.6%	58	0.6%	82	0.9%	0	0.0%	15,589	1.5%
	Sub total	256,097	77.5%	192,858	75.7%	170,071	76.3%	67,068	77.3%	88,630	76.6%	19,211	77.8%	8,226	78.2%	7,020	77.3%	112	87.2%	809,298	76.7%
	Female	15 - 19	3,043	0.9%	2,420	0.9%	2,771	1.2%	1,104	1.3%	1,677	1.4%	297	1.2%	140	1.3%	142	1.6%	3	2.3%	11,597
20 - 24		5,765	1.7%	4,951	1.9%	4,781	2.1%	1,711	2.0%	2,511	2.2%	469	1.9%	311	3.0%	264	2.9%	3	2.2%	20,766	2.0%
25 - 29		6,619	2.0%	5,749	2.3%	5,001	2.2%	1,504	1.7%	2,507	2.2%	421	1.7%	351	3.3%	251	2.8%	3	2.2%	22,406	2.1%
30 - 34		7,798	2.4%	6,611	2.6%	5,780	2.6%	1,819	2.1%	2,739	2.4%	496	2.0%	329	3.1%	260	2.9%	3	2.2%	25,833	2.4%
35 - 39		8,931	2.7%	7,360	2.9%	6,475	2.9%	2,259	2.6%	3,216	2.8%	665	2.7%	299	2.8%	257	2.8%	0	0.0%	29,482	2.8%
40 - 44		10,255	3.1%	8,276	3.2%	7,007	3.1%	2,537	2.9%	3,538	3.1%	747	3.0%	209	2.0%	254	2.8%	3	2.2%	32,826	3.1%
45 - 49		9,827	3.0%	8,443	3.3%	6,566	2.9%	2,511	2.9%	3,404	2.9%	755	3.1%	229	2.2%	232	2.6%	0	0.0%	31,967	3.0%
50 - 54		8,147	2.5%	6,865	2.7%	5,533	2.5%	2,224	2.6%	2,990	2.6%	583	2.4%	174	1.7%	192	2.1%	3	2.2%	26,711	2.5%
55 - 59		6,545	2.0%	5,483	2.2%	4,412	2.0%	1,852	2.1%	2,278	2.0%	494	2.0%	137	1.3%	121	1.3%	0	0.0%	21,322	2.0%
60 - 64		3,772	1.1%	3,037	1.2%	2,512	1.1%	1,152	1.3%	1,208	1.0%	280	1.1%	86	0.8%	67	0.7%	0	0.0%	12,114	1.1%
65 - 69		1,816	0.5%	1,450	0.6%	1,171	0.5%	534	0.6%	585	0.5%	156	0.6%	19	0.2%	6	0.1%	0	0.0%	5,737	0.5%
70 and over		1,777	0.5%	1,354	0.5%	878	0.4%	450	0.5%	447	0.4%	111	0.4%	6	0.1%	13	0.1%	0	0.0%	5,036	0.5%
Sub total		74,293	22.5%	61,999	24.3%	52,887	23.7%	19,657	22.7%	27,100	23.4%	5,474	22.2%	2,290	21.8%	2,059	22.7%	16	12.8%	245,777	23.3%
Total		15 - 19	13,862	4.2%	11,403	4.5%	11,305	5.1%	5,184	6.0%	6,730	5.8%	1,188	4.8%	618	5.9%	725	8.0%	3	2.1%	51,018
	20 - 24	25,124	7.6%	19,645	7.7%	18,709	8.4%	7,611	8.8%	10,420	9.0%	1,909	7.7%	1,311	12.5%	1,018	11.2%	23	18.3%	85,771	8.1%
	25 - 29	27,988	8.5%	21,833	8.6%	18,991	8.5%	7,018	8.1%	10,114	8.7%	1,921	7.8%	1,281	12.2%	896	9.9%	5	4.2%	90,048	8.5%
	30 - 34	33,676	10.2%	25,966	10.2%	22,786	10.2%	8,142	9.4%	11,376	9.8%	2,281	9.2%	1,384	13.2%	894	9.8%	11	8.8%	106,517	10.1%
	35 - 39	37,537	11.4%	29,418	11.5%	25,895	11.6%	9,818	11.3%	13,432	11.6%	2,853	11.6%	1,342	12.8%	987	10.9%	12	9.5%	121,295	11.5%
	40 - 44	42,668	12.9%	32,750	12.9%	28,072	12.6%	10,978	12.7%	14,381	12.4%	3,247	13.2%	1,131	10.8%	1,091	12.0%	17	13.4%	134,336	12.7%
	45 - 49	42,558	12.9%	32,642	12.8%	27,382	12.3%	10,827	12.5%	14,140	12.2%	3,197	13.0%	1,123	10.7%	966	10.6%	11	8.7%	132,847	12.6%
	50 - 54	37,602	11.4%	28,650	11.2%	24,708	11.1%	9,638	11.1%	12,755	11.0%	2,859	11.6%	907	8.6%	952	10.5%	12	9.6%	118,084	11.2%
	55 - 59	33,011	10.0%	24,752	9.7%	21,841	9.8%	8,395	9.7%	11,047	9.5%	2,498	10.1%	716	6.8%	840	9.3%	24	19.0%	103,125	9.8%
	60 - 64	20,405	6.2%	15,526	6.1%	13,932	6.2%	5,255	6.1%	6,620	5.7%	1,547	6.3%	472	4.5%	484	5.3%	6	4.4%	64,247	6.1%
	65 - 69	8,854	2.7%	6,910	2.7%	5,492	2.5%	2,131	2.5%	2,803	2.4%	671	2.7%	167	1.6%	131	1.4%	3	2.2%	27,162	2.6%
	70 and over	7,105	2.2%	5,362	2.1%	3,845	1.7%	1,728	2.0%	1,912	1.7%	514	2.1%	64	0.6%	95	1.0%	0	0.0%	20,625	2.0%
	Sub total	330,390	100.0%	254,857	100.0%	222,958	100.0%	86,725	100.0%	115,730	100.0%	24,685	100.0%	10,516	100.0%	9,079	100.0%	128	100.0%	1,055,075	100.0%
	Not stated	42,229	11.3%	24,381	8.7%	26,612	10.7%	6,855	7.3%	9,768	7.8%	2,469	9.1%	1,152	9.9%	1,191	11.6%	689	84.3%	115,346	9.9%
Total	372,619		279,238		249,570		93,580		125,498		27,154		11,668		10,270		817		1,170,421		

Notes:

1. Excludes other occupations within the hire and reward sector of T&L.
2. Includes 652 train operations inspectors, train examiners and other territories.

Source:

DEEWR, pers. comm.



TABLE C3.7: T&L WORKFORCE PARTICIPATION BY AGE, EDUCATIONAL QUALIFICATION AND JURISDICTION, 6 DIGIT LEVEL, 2006

Jurisdiction	Gender	Age	TOTAL - All Qualification Categories	Postgraduate Education	Bachelor Degree	Advanced Diploma and Diploma	Certificate III and IV	Certificate I and II	Certificate Level Not Defined	Year 12	Year 11	Year 10 Or Below	No Educational Attainment	Inadequately Described/ Not Stated	
NSW	Male	15 - 19	10,819	0	0	57	354	204	68	3,961	1,861	4,092	102	120	
		20 - 24	19,359	133	1,063	932	2,633	539	289	8,002	1,286	4,191	134	157	
		25 - 29	21,369	510	1,690	1,221	4,244	401	383	6,219	1,390	4,954	156	201	
		30 - 34	25,880	527	1,866	1,807	5,793	370	478	6,227	1,389	6,863	205	355	
		35 - 39	28,606	571	1,894	1,944	6,472	308	539	4,885	1,274	10,017	277	425	
		40 - 44	32,413	583	1,988	2,124	7,354	323	523	4,429	1,221	12,887	372	609	
		45 - 49	32,731	536	1,881	1,941	7,463	284	545	4,863	1,124	12,982	495	617	
		50 - 54	29,455	411	1,557	1,597	6,406	255	550	4,560	892	12,169	490	568	
		55 - 59	26,466	354	1,165	1,283	5,557	187	514	3,514	756	12,049	518	569	
		60 - 64	16,633	238	610	728	3,414	128	305	2,036	493	7,879	347	455	
		65 - 69	7,038	125	230	325	1,308	56	116	791	258	3,425	171	233	
		70 and over	5,328	83	232	267	702	21	58	641	187	2,766	141	230	
		Sub total		256,097	4,071	14,176	14,226	51,700	3,076	4,368	50,128	12,131	94,274	3,408	4,539
		Row %		100.0%	1.6%	5.5%	5.6%	20.2%	1.2%	1.7%	19.6%	4.7%	36.8%	1.3%	1.8%
		Female	15 - 19	3,043	0	9	35	139	112	28	1,093	518	1,042	37	30
	20 - 24		5,765	34	507	570	853	314	153	2,240	277	735	39	43	
	25 - 29		6,619	184	1,000	791	973	259	234	1,857	267	923	62	69	
	30 - 34		7,796	264	1,019	1,066	806	215	312	1,999	335	1,619	69	92	
	35 - 39		8,931	211	969	979	768	234	292	1,832	511	2,908	86	141	
	40 - 44		10,255	176	866	920	398	251	398	1,900	488	4,099	185	177	
	45 - 49		9,827	185	752	828	641	219	333	1,710	415	4,385	192	167	
	50 - 54		8,147	161	611	663	467	139	251	1,244	305	3,967	180	159	
	55 - 59		6,545	110	441	566	325	88	168	933	266	3,395	105	148	
	60 - 64		3,772	53	290	344	163	38	96	503	180	1,984	51	70	
	65 - 69		1,816	29	142	183	44	16	41	250	88	927	40	56	
	70 and over		1,777	32	117	113	43	9	37	275	97	945	39	70	
	Sub total			74,293	1,439	6,723	7,058	6,017	1,894	2,343	15,836	3,747	26,929	1,085	1,222
	Row %			100.0%	1.9%	9.0%	9.5%	8.1%	2.5%	3.2%	21.3%	5.0%	36.2%	1.5%	1.6%
	Total		15 - 19	13,862	0	9	92	493	316	96	5,054	2,379	5,134	139	150
		20 - 24	25,124	167	1,502	1,502	3,486	853	442	10,242	1,563	4,926	173	200	
		25 - 29	27,988	694	2,690	2,012	5,217	660	617	8,076	1,657	5,877	218	270	
		30 - 34	33,676	791	2,885	2,873	6,599	585	790	8,226	1,724	8,482	274	447	
		35 - 39	37,537	782	2,863	2,923	7,240	542	831	6,717	1,765	12,925	363	566	
40 - 44		42,668	759	2,854	3,044	8,149	574	921	6,329	1,709	16,986	557	786		
45 - 49		42,558	721	2,633	2,769	8,104	503	878	6,573	1,539	17,367	687	784		
50 - 54		37,602	572	2,168	2,260	6,873	394	801	5,804	1,197	16,136	670	727		
55 - 59		33,011	464	1,606	1,849	5,882	275	682	4,447	1,022	15,444	623	717		
60 - 64		20,405	291	900	1,072	3,577	166	401	2,539	673	9,863	398	525		
65 - 69		8,854	154	372	508	1,352	72	157	1,041	346	4,352	211	289		
70 and over		7,105	115	349	380	745	30	95	916	284	3,711	180	300		
Sub total			330,390.0	5,510.0	20,899.0	21,284.0	57,717.0	4,970.0	6,711.0	65,964.0	15,878.0	121,203.0	4,493.0	5,761.0	
Row %		100.0%	1.7%	6.3%	6.4%	17.5%	1.5%	2.0%	20.0%	4.8%	36.7%	1.4%	1.7%		
Not stated		42,229													
Total		372,619													



TABLE C3.7 cont: T&L WORKFORCE PARTICIPATION BY AGE, EDUCATIONAL QUALIFICATION AND JURISDICTION, 6 DIGIT LEVEL, 2006

Jurisdiction	Gender	Age	TOTAL - All Qualification Categories	Postgraduate Education	Bachelor Degree	Advanced Diploma and Diploma	Certificate III and IV	Certificate I and II	Certificate Level Not Defined	Year 12	Year 11	Year 10 Or Below	No Educational Attainment	Inadequately Described/ Not Stated		
Victoria	Male	15 - 19	8,983	4	8	37	366	111	45	3,177	1,921	3,094	89	131		
		20 - 24	14,694	197	1,070	1,061	1,745	319	211	6,438	1,281	2,163	81	128		
		25 - 29	16,084	561	1,573	1,089	2,717	327	246	4,727	1,706	2,867	108	163		
		30 - 34	19,355	383	1,510	1,363	3,987	216	282	5,123	2,334	3,763	174	220		
		35 - 39	22,058	392	1,395	1,329	4,949	155	280	4,101	3,365	5,532	211	349		
		40 - 44	24,474	409	1,205	1,388	5,358	161	324	3,439	3,967	7,497	304	422		
		45 - 49	24,199	405	1,254	1,472	5,075	159	309	3,465	3,385	7,820	381	474		
		50 - 54	21,785	300	1,010	1,340	4,106	162	302	3,350	2,894	7,538	365	418		
		55 - 59	19,269	263	764	1,096	3,514	80	280	2,547	2,060	7,897	320	448		
		60 - 64	12,489	131	389	638	2,181	44	135	1,432	1,074	5,899	229	337		
		65 - 69	5,460	72	197	302	882	14	55	519	390	2,765	92	172		
		70 and over	4,008	64	138	176	416	16	34	354	300	2,246	98	166		
		Sub total			192,858	3,181	10,513	11,291	35,296	1,764	2,503	38,672	24,677	59,081	2,452	3,428
		Row %			100.0%	1.6%	5.5%	5.9%	18.3%	0.9%	1.3%	20.1%	12.8%	30.6%	1.3%	1.8%
		Female	15 - 19	2,420	0	3	22	90	60	13	897	516	786	12	21	
			20 - 24	4,951	34	520	511	582	255	111	2,137	289	456	17	39	
			25 - 29	5,749	155	1,025	769	637	183	179	1,708	424	590	43	36	
	30 - 34		6,611	204	897	918	618	133	193	1,916	707	882	74	69		
	35 - 39		7,360	177	767	713	560	118	160	1,574	1,341	1,744	101	105		
	40 - 44		8,276	158	577	643	589	96	165	1,484	1,758	2,489	149	168		
	45 - 49		8,443	141	553	573	536	107	168	1,486	1,566	2,962	182	169		
	50 - 54		6,865	112	392	473	350	85	124	1,172	1,207	2,694	127	129		
	55 - 59		5,483	94	306	423	276	58	78	771	772	2,542	60	103		
	60 - 64		3,037	46	190	314	121	21	37	348	373	1,449	69	69		
	65 - 69		1,450	30	112	138	37	9	12	161	138	761	17	35		
	70 and over		1,354	26	87	100	26	9	183	154	672	41	56			
	Sub total				61,999	1,177	5,429	5,597	4,422	1,125	1,249	13,837	9,245	18,027	892	999
	Row %				100.0%	1.9%	8.8%	9.0%	7.1%	1.8%	2.0%	22.3%	14.9%	29.1%	1.4%	1.6%
	Total		15 - 19	11,403	4	11	59	456	171	58	4,074	2,437	3,880	101	152	
			20 - 24	19,645	231	1,590	1,572	2,327	574	322	8,575	1,570	2,619	98	167	
		25 - 29	21,833	716	2,598	1,858	3,354	510	425	6,435	2,130	3,457	151	199		
		30 - 34	25,966	587	2,407	2,281	4,605	349	475	7,039	3,041	4,645	248	289		
		35 - 39	29,418	569	2,162	2,042	5,509	273	440	5,675	4,706	7,276	312	454		
40 - 44		32,750	567	1,782	2,031	5,947	257	489	4,923	5,725	9,986	453	590			
45 - 49		32,642	546	1,807	2,045	5,611	266	477	4,951	4,951	10,782	563	643			
50 - 54		28,650	412	1,402	1,813	4,456	247	426	4,522	4,101	10,232	492	547			
55 - 59		24,752	357	1,070	1,519	3,790	138	358	3,318	2,832	10,439	380	551			
60 - 64		15,526	177	579	952	2,302	65	172	1,780	1,447	7,348	298	406			
65 - 69	6,910	102	309	440	919	23	67	680	528	3,526	109	207				
70 and over	5,362	90	225	276	442	16	43	537	454	2,918	139	222				
Sub total			254,857	4,358	15,942	16,888	39,718	2,889	3,752	52,509	33,922	77,108	3,344	4,427		
Row %			100.0%	1.7%	6.3%	6.6%	15.6%	1.1%	1.5%	20.6%	13.3%	30.3%	1.3%	1.7%		
Not stated			24,381													
Total			279,238													



TABLE C3.7 cont: T&L WORKFORCE PARTICIPATION BY AGE, EDUCATIONAL QUALIFICATION AND JURISDICTION, 6 DIGIT LEVEL, 2006

Jurisdiction	Gender	Age	TOTAL - All Qualification Categories	Postgraduate Education	Bachelor Degree	Advanced Diploma and Diploma	Certificate III and IV	Certificate I and II	Certificate Level Not Defined	Year 12	Year 11	Year 10 Or Below	No Educational Attainment	Inadequately Described/ Not Stated	
Queensland	Male	15 - 19	8,534	6	9	56	358	205	43	3,568	1,570	2,548	87	84	
		20 - 24	13,928	25	565	642	1,864	469	199	6,478	991	2,535	69	91	
		25 - 29	13,990	153	804	743	2,491	354	275	4,611	1,094	3,290	68	107	
		30 - 34	17,006	148	803	1,148	3,455	274	325	4,702	1,320	4,548	104	179	
		35 - 39	19,420	182	741	1,353	3,897	207	332	3,634	1,426	7,252	140	256	
		40 - 44	21,065	182	677	1,281	4,264	191	270	2,698	1,452	9,541	228	281	
		45 - 49	20,816	206	643	1,249	4,533	167	242	2,643	1,091	9,479	267	296	
		50 - 54	19,175	177	609	1,113	3,891	148	238	2,519	857	9,127	212	284	
		55 - 59	17,429	141	480	903	3,500	89	192	2,182	692	8,716	247	307	
		60 - 64	11,420	106	258	538	2,099	40	126	1,320	428	6,065	163	277	
		65 - 69	4,321	43	101	185	727	12	58	458	148	2,371	76	142	
		70 and over	2,967	22	74	89	310	0	21	311	83	1,859	93	105	
		Sub total		170,071	1,391	5,744	9,300	31,389	2,156	2,321	35,124	11,152	67,331	1,754	2,409
		Row %		100.0%	0.8%	3.4%	5.5%	18.5%	1.3%	1.4%	20.7%	6.6%	39.6%	1.0%	1.4%
		Female	15 - 19	2,771	0	3	41	150	129	33	1,136	459	767	18	35
			20 - 24	4,781	16	366	410	640	265	124	2,097	248	569	25	21
			25 - 29	5,001	73	599	542	690	184	157	1,785	272	649	24	26
	30 - 34		5,780	88	565	667	620	149	246	1,807	426	1,111	44	57	
	35 - 39		6,475	94	463	599	559	103	170	1,586	552	2,206	55	88	
	40 - 44		7,007	84	340	512	525	119	160	1,253	628	3,225	67	94	
	45 - 49		6,566	61	323	446	436	87	128	1,078	495	3,331	95	86	
	50 - 54		5,533	62	255	352	278	56	96	827	362	3,094	75	76	
	55 - 59		4,412	47	194	275	170	37	69	585	243	2,666	58	68	
	60 - 64		2,512	16	103	160	100	7	29	278	103	1,635	34	47	
	65 - 69		1,171	18	68	90	15	6	12	119	49	726	20	27	
	70 and over		878	10	34	57	26	0	6	92	49	540	23	41	
	Sub total			52,887	569	3,313	4,151	4,209	1,142	1,230	12,643	3,886	20,519	538	687
	Row %			100.0%	1.1%	6.3%	7.8%	8.0%	2.2%	2.3%	23.9%	7.3%	38.8%	1.0%	1.3%
	Total		15 - 19	11,305	6	12	97	508	334	76	4,704	2,029	3,315	105	119
			20 - 24	18,709	41	931	1,052	2,504	734	323	8,575	1,239	3,104	94	112
		25 - 29	18,991	226	1,403	1,285	3,181	538	432	6,396	1,366	3,939	92	133	
		30 - 34	22,786	236	1,368	1,815	4,075	423	571	6,509	1,746	5,659	148	236	
		35 - 39	25,895	276	1,204	1,952	4,456	310	502	5,220	1,978	9,458	195	344	
40 - 44		28,072	266	1,017	1,793	4,789	310	430	3,951	2,080	12,766	295	375		
45 - 49		27,382	267	966	1,695	4,969	254	370	3,721	1,586	12,810	362	382		
50 - 54		24,708	239	864	1,465	4,169	204	334	3,346	1,219	12,221	287	360		
55 - 59		21,841	188	654	1,178	3,670	126	261	2,767	935	11,382	305	375		
60 - 64		13,932	122	361	698	2,199	47	155	1,598	531	7,700	197	324		
65 - 69		5,492	61	169	275	742	18	70	577	197	3,097	96	190		
70 and over		3,845	32	108	146	336	0	27	403	132	2,399	116	146		
Sub total			222,958	1,960	9,057	13,451	35,598	3,298	3,551	47,767	15,038	87,850	2,292	3,096	
Row %			100.0%	0.9%	4.1%	6.0%	16.0%	1.5%	1.6%	21.4%	6.7%	39.4%	1.0%	1.4%	
Not stated		26,612													
Total		249,570													



TABLE C3.7 cont: T&L WORKFORCE PARTICIPATION BY AGE, EDUCATIONAL QUALIFICATION AND JURISDICTION, 6 DIGIT LEVEL, 2006

Jurisdiction	Gender	Age	TOTAL - All Qualification Categories	Postgraduate Education	Bachelor Degree	Advanced Diploma and Diploma	Certificate III and IV	Certificate I and II	Certificate Level Not Defined	Year 12	Year 11	Year 10 Or Below	No Educational Attainment	Inadequately Described/ Not Stated		
SA	Male	15 - 19	4,080	0	0	6	147	68	23	1,414	1,015	1,305	47	55		
		20 - 24	5,900	40	361	183	785	198	84	2,293	925	957	29	45		
		25 - 29	5,514	80	393	228	957	142	124	1,512	968	1,014	35	61		
		30 - 34	6,323	82	335	333	1,274	87	147	1,697	1,169	1,090	61	48		
		35 - 39	7,559	66	319	352	1,490	69	121	1,429	1,699	1,855	62	97		
		40 - 44	8,441	89	239	415	1,534	74	152	1,159	1,976	2,560	119	124		
		45 - 49	8,316	64	223	423	1,499	68	142	1,200	1,812	2,641	125	119		
		50 - 54	7,414	44	206	383	1,326	56	131	985	1,472	2,587	116	108		
		55 - 59	6,543	53	180	319	1,162	57	91	735	888	2,874	88	96		
		60 - 64	4,103	23	83	185	189	665	22	58	401	393	2,144	50	79	
		65 - 69	1,597	19	37	85	225	0	15	139	156	880	16	25		
		70 and over	1,278	17	24	44	77	4	0	137	78	814	30	53		
		Sub total			67,068	577	2,400	2,956	11,141	845	1,088	13,101	12,551	20,721	778	910
		Row %			100.0%	0.9%	3.6%	4.4%	16.6%	1.3%	1.6%	19.5%	18.7%	30.9%	1.2%	1.4%
		Female	15 - 19	1,104	0	0	6	39	29	12	419	271	304	13	11	
			20 - 24	1,711	0	173	85	227	100	53	709	176	165	15	8	
	25 - 29		1,504	12	213	115	209	67	84	443	160	175	11	15		
	30 - 34		1,819	32	200	133	223	56	80	577	266	223	9	20		
	35 - 39		2,259	34	136	196	187	42	71	535	540	465	22	31		
	40 - 44		2,537	28	140	140	211	50	55	493	721	617	43	39		
	45 - 49		2,511	21	127	158	199	38	67	374	630	798	62	37		
	50 - 54		2,224	24	89	142	151	16	45	289	563	836	35	34		
	55 - 59		1,852	20	85	142	83	18	33	202	306	884	39	40		
	60 - 64		1,152	6	63	111	33	6	16	111	144	630	6	26		
	65 - 69		534	5	35	39	20	0	3	58	62	284	15	13		
	70 and over		450	0	23	24	15	0	3	42	39	271	11	22		
	Sub total				19,657	182	1,284	1,291	1,597	422	522	4,252	3,878	5,652	281	296
	Row %				100.0%	0.9%	6.5%	6.6%	8.1%	2.1%	2.7%	21.6%	19.7%	28.8%	1.4%	1.5%
	Total		15 - 19	5,184	0	0	12	186	97	35	1,833	1,286	1,609	60	66	
			20 - 24	7,611	40	534	268	1,012	298	137	3,002	1,101	1,122	44	53	
		25 - 29	7,018	92	606	343	1,166	209	208	1,955	1,128	1,189	46	76		
		30 - 34	8,142	114	535	466	1,497	143	227	2,274	1,435	1,313	70	68		
35 - 39		9,818	100	455	548	1,677	111	192	1,964	2,239	2,320	84	128			
40 - 44		10,978	117	379	555	1,745	124	207	1,652	2,697	3,177	162	163			
45 - 49		10,827	85	350	581	1,698	106	209	1,574	2,442	3,439	187	156			
50 - 54		9,638	68	295	525	1,477	72	176	1,274	2,035	3,423	151	142			
55 - 59		8,395	73	265	461	1,245	75	124	937	1,194	3,758	127	136			
60 - 64		5,255	29	146	296	698	28	74	512	537	2,774	56	105			
65 - 69		2,131	24	72	124	245	0	18	197	218	1,164	31	38			
70 and over		1,728	17	47	68	92	4	3	179	117	1,085	41	75			
Sub total				86,725	759	3,684	4,247	12,738	1,267	1,610	17,353	16,429	26,373	1,059	1,206	
Row %				100.0%	0.9%	4.2%	4.9%	14.7%	1.5%	1.9%	20.0%	18.9%	30.4%	1.2%	1.4%	
Not stated				6,855												
Total				93,580												



TABLE C3.7 cont: T&L WORKFORCE PARTICIPATION BY AGE, EDUCATIONAL QUALIFICATION AND JURISDICTION, 6 DIGIT LEVEL, 2006

Jurisdiction	Gender	Age	TOTAL - All Qualification Categories	Postgraduate Education	Bachelor Degree	Advanced Diploma and Diploma	Certificate III and IV	Certificate I and II	Certificate Level Not Defined	Year 12	Year 11	Year 10 Or Below	No Educational Attainment	Inadequately Described/ Not Stated	
WA	Male	15 - 19	5,053	0	3	55	206	107	32	2,298	979	1,271	54	48	
		20 - 24	7,909	22	436	395	973	230	131	3,451	810	1,345	58	58	
		25 - 29	7,607	66	646	433	1,343	155	136	2,268	861	1,556	52	91	
		30 - 34	8,637	73	532	525	1,740	132	163	2,309	914	2,090	63	96	
		35 - 39	10,216	121	487	545	2,053	101	161	2,053	1,089	3,401	85	120	
		40 - 44	10,843	106	388	594	2,389	91	135	1,783	991	4,115	109	142	
		45 - 49	10,736	118	419	643	2,375	78	151	1,929	806	3,882	150	185	
		50 - 54	9,765	106	341	564	2,084	95	130	1,721	615	3,837	126	146	
		55 - 59	8,769	87	297	474	1,756	53	101	1,353	524	3,808	126	190	
		60 - 64	5,412	45	141	302	952	37	60	828	316	2,486	108	137	
		65 - 69	2,218	23	54	138	379	6	30	291	100	1,093	38	66	
		70 and over	1,465	6	41	76	136	3	12	214	66	807	37	67	
		Sub total	88,630	773	3,785	4,744	16,386	1,088	1,242	20,498	8,071	29,691	1,006	1,346	
		Row %	100.0%	0.9%	4.3%	5.4%	18.5%	1.2%	1.4%	23.1%	9.1%	33.5%	1.1%	1.5%	
		Female	15 - 19	1,677	0	0	15	109	52	20	694	323	422	18	24
			20 - 24	2,511	16	203	184	385	138	65	985	216	291	21	7
			25 - 29	2,507	26	288	217	401	64	132	708	252	387	10	22
	30 - 34		2,739	37	295	282	283	61	130	732	262	608	18	31	
	35 - 39		3,216	54	266	315	272	54	119	660	438	947	39	52	
	40 - 44		3,538	48	226	326	242	53	129	674	541	1,218	42	39	
	45 - 49		3,404	50	187	315	239	44	100	595	464	1,309	47	54	
	50 - 54		2,990	30	160	258	154	40	69	493	302	1,387	46	51	
	55 - 59		2,278	31	119	195	98	23	55	385	185	1,113	38	36	
	60 - 64		1,208	9	89	121	45	3	3	193	100	598	21	26	
	65 - 69		585	16	52	62	17	3	12	80	27	298	0	18	
	70 and over		447	0	34	25	3	3	6	58	24	269	6	19	
	Sub total		27,100	317	1,919	2,315	2,248	538	840	6,257	3,134	8,847	306	379	
	Row %		100.0%	1.2%	7.1%	8.5%	8.3%	2.0%	3.1%	23.1%	11.6%	32.6%	1.1%	1.4%	
	Total		15 - 19	6,730	0	3	70	315	159	52	2,992	1,302	1,693	72	72
			20 - 24	10,420	38	639	579	1,358	368	196	4,436	1,026	1,636	79	65
		25 - 29	10,114	92	934	650	1,744	219	268	2,976	1,113	1,943	62	113	
		30 - 34	11,376	110	827	807	2,023	193	293	3,041	1,176	2,698	81	127	
		35 - 39	13,432	175	753	860	2,325	155	280	2,713	1,527	4,348	124	172	
40 - 44		14,381	154	614	920	2,631	144	264	2,457	1,532	5,333	151	181		
45 - 49		14,140	168	606	958	2,614	122	251	2,524	1,270	5,191	197	239		
50 - 54		12,755	136	501	822	2,238	135	199	2,214	917	5,224	172	197		
55 - 59		11,047	118	416	669	1,854	76	156	1,738	709	4,921	164	226		
60 - 64		6,620	54	230	423	997	40	63	1,021	416	3,084	129	163		
65 - 69		2,803	39	106	200	396	9	42	371	127	1,391	38	84		
70 and over		1,912	6	75	101	139	6	18	272	90	1,076	43	86		
Sub total		115,730	1,090	5,704	7,059	18,634	1,626	2,082	26,755	11,205	38,538	1,312	1,725		
Row %		100.0%	0.9%	4.9%	6.1%	16.1%	1.4%	1.8%	23.1%	9.7%	33.3%	1.1%	1.5%		
Not stated				9,768											
Total				125,498											



TABLE C3.7 cont: T&L WORKFORCE PARTICIPATION BY AGE, EDUCATIONAL QUALIFICATION AND JURISDICTION, 6 DIGIT LEVEL, 2006

Jurisdiction	Gender	Age	TOTAL - All Qualification Categories	Postgraduate Education	Bachelor Degree	Advanced Diploma and Diploma	Certificate III and IV	Certificate I and II	Certificate Level Not Defined	Year 12	Year 11	Year 10 Or Below	No Educational Attainment	Inadequately Described/ Not Stated	
TAS	Male	15 - 19	891	0	0	0	35	20	6	214	183	411	12	10	
		20 - 24	1,440	0	58	29	220	77	33	482	144	370	16	11	
		25 - 29	1,500	9	73	76	281	44	27	324	159	477	3	27	
		30 - 34	1,785	3	87	93	417	13	26	283	187	645	9	22	
		35 - 39	2,188	12	84	101	531	12	24	188	87	1,097	12	40	
		40 - 44	2,500	6	66	124	543	12	22	162	73	1,432	18	42	
		45 - 49	2,442	22	42	126	575	9	29	171	91	1,314	24	39	
		50 - 54	2,276	22	69	136	412	9	31	207	80	1,231	34	45	
		55 - 59	2,004	18	42	112	357	12	36	145	32	1,167	15	68	
		60 - 64	1,267	14	30	55	202	3	11	83	36	784	17	32	
		65 - 69	515	6	14	29	69	0	10	41	10	309	12	15	
		70 and over	403	6	19	14	42	0	0	46	13	225	18	20	
		Sub total		19,211	118	584	895	3,684	211	255	2,346	1,095	9,462	190	371
		Row %		100.0%	0.6%	3.0%	4.7%	19.2%	1.1%	1.3%	12.2%	5.7%	49.3%	1.0%	1.9%
		Female	15 - 19	297	0	0	0	11	12	3	59	69	140	3	0
	20 - 24		469	0	32	22	74	25	15	178	58	65	0	0	
	25 - 29		421	7	28	15	71	17	19	98	54	112	0	0	
	30 - 34		496	6	46	30	41	16	19	106	48	174	0	10	
	35 - 39		665	9	18	44	61	20	18	80	56	342	6	11	
	40 - 44		747	0	31	31	81	25	32	60	59	411	3	14	
	45 - 49		755	7	37	20	76	9	16	106	59	406	3	16	
	50 - 54		583	10	28	36	58	0	6	66	23	343	3	10	
	55 - 59		494	12	32	41	22	3	3	25	28	312	0	16	
	60 - 64		280	3	14	37	15	0	6	22	6	164	3	10	
	65 - 69		156	6	14	19	3	0	3	16	3	89	3	0	
	70 and over		111	0	6	12	0	3	0	15	7	56	3	9	
	Sub total			5,474	60	286	307	513	130	140	831	470	2,614	27	96
	Row %			100.0%	1.1%	5.2%	5.6%	9.4%	2.4%	2.6%	15.2%	8.6%	47.8%	0.5%	1.8%
	Total		15 - 19	1,188	0	0	0	46	32	9	273	252	551	15	10
			20 - 24	1,909	0	90	51	294	102	48	660	202	435	16	11
			25 - 29	1,921	16	101	91	352	61	46	422	213	589	3	27
			30 - 34	2,281	9	133	123	458	29	45	389	235	819	9	32
		35 - 39	2,853	21	102	145	592	32	42	268	143	1,439	18	51	
40 - 44		3,247	6	97	155	624	37	54	222	132	1,843	21	56		
45 - 49		3,197	29	79	146	651	18	45	277	150	1,720	27	55		
50 - 54		2,859	32	97	172	470	9	37	273	103	1,574	37	55		
55 - 59		2,498	30	74	153	379	15	39	170	60	1,479	15	84		
60 - 64		1,547	17	44	92	217	3	17	105	42	948	20	42		
65 - 69	671	12	28	48	72	0	13	57	13	398	15	15			
70 and over	514	6	25	26	42	3	0	61	20	281	21	29			
Sub total		24,685	178	870	1,202	4,197	341	395	3,177	1,565	12,076	217	467		
Row %		100.0%	0.7%	3.5%	4.9%	17.0%	1.4%	1.6%	12.9%	6.3%	48.9%	0.9%	1.9%		
Not stated		2,469													
Total		27,154													



TABLE C3.7 cont: T&L WORKFORCE PARTICIPATION BY AGE, EDUCATIONAL QUALIFICATION AND JURISDICTION, 6 DIGIT LEVEL, 2006

Jurisdiction	Gender	Age	TOTAL - All Qualification Categories	Postgraduate Education	Bachelor Degree	Advanced Diploma and Diploma	Certificate III and IV	Certificate I and II	Certificate Level Not Defined	Year 12	Year 11	Year 10 Or Below	No Educational Attainment	Inadequately Described/ Not Stated	
NT	Male	15 - 19	478	0	0	0	20	11	3	111	93	223	14	3	
		20 - 24	1,000	0	36	56	149	42	9	304	101	282	12	9	
		25 - 29	930	6	94	73	192	18	10	206	79	229	18	5	
		30 - 34	1,055	12	46	89	246	32	15	228	96	276	9	6	
		35 - 39	1,043	10	45	90	243	8	17	151	132	305	27	15	
		40 - 44	922	13	22	78	226	18	12	59	102	349	21	22	
		45 - 49	894	4	16	62	209	16	4	116	115	331	12	9	
		50 - 54	733	6	10	71	177	6	7	94	55	263	23	21	
		55 - 59	579	7	19	33	129	0	3	69	32	263	18	6	
		60 - 64	386	3	18	18	94	6	0	53	18	151	10	15	
		65 - 69	148	4	6	18	34	0	0	12	3	62	3	6	
		70 and over	58	0	4	3	13	0	0	4	3	19	6	6	
		Sub total	8,226	65	316	591	1,732	157	80	1,407	829	2,753	173	123	
		Row %	100.0%	0.8%	3.8%	7.2%	21.1%	1.9%	1.0%	17.1%	10.1%	33.5%	2.1%	1.5%	
		Female	15 - 19	140	0	0	0	18	9	6	33	19	49	3	3
			20 - 24	311	0	22	14	66	39	17	74	25	51	0	3
			25 - 29	351	3	51	34	49	13	16	104	25	48	4	4
	30 - 34		329	3	35	32	66	3	15	74	29	69	3	0	
	35 - 39		299	0	18	36	38	0	6	65	46	84	3	3	
	40 - 44		209	3	3	15	22	3	12	25	28	92	3	3	
	45 - 49		229	6	17	12	13	3	3	30	43	95	3	4	
	50 - 54		174	0	12	8	15	0	0	30	15	80	8	6	
	55 - 59		137	4	0	15	3	0	6	29	7	67	0	6	
	60 - 64		86	0	6	9	4	0	0	18	6	40	0	3	
	65 - 69		19	0	0	0	0	0	0	7	3	9	0	0	
	70 and over		6	0	0	3	0	0	0	0	0	0	0	3	
	Sub total		2,290	19	164	178	294	70	81	489	246	684	27	38	
	Row %		100.0%	0.8%	7.2%	7.8%	12.8%	3.1%	3.5%	21.4%	10.7%	29.9%	1.2%	1.7%	
	Total		15 - 19	618	0	0	0	38	20	9	144	112	272	17	6
			20 - 24	1,311	0	58	70	215	81	26	378	126	333	12	12
			25 - 29	1,281	9	145	107	241	31	26	310	104	277	22	9
		30 - 34	1,384	15	81	121	312	35	30	302	125	345	12	6	
		35 - 39	1,342	10	63	126	281	8	23	216	178	389	30	18	
		40 - 44	1,131	16	25	93	248	21	24	84	130	441	24	25	
		45 - 49	1,123	10	33	74	222	19	7	146	158	426	15	13	
		50 - 54	907	6	22	79	192	6	7	124	70	343	31	27	
		55 - 59	716	11	19	48	132	0	9	98	39	330	18	12	
		60 - 64	472	3	24	27	98	6	0	71	24	191	10	18	
65 - 69		167	4	6	18	34	0	0	19	6	71	3	6		
70 and over		64	0	4	6	13	0	0	4	3	19	6	9		
Sub total		10,516	84	480	769	2,026	227	161	1,896	1,075	3,437	200	161		
Row %		100.0%	0.8%	4.6%	7.3%	19.3%	2.2%	1.5%	18.0%	10.2%	32.7%	1.9%	1.5%		
Not stated			1,152												
Total			11,668												



TABLE C3.7 cont: T&L WORKFORCE PARTICIPATION BY AGE, EDUCATIONAL QUALIFICATION AND JURISDICTION, 6 DIGIT LEVEL, 2006

Jurisdiction	Gender	Age	TOTAL - All Qualification Categories	Postgraduate Education	Bachelor Degree	Advanced Diploma and Diploma	Certificate III and IV	Certificate I and II	Certificate Level Not Defined	Year 12	Year 11	Year 10 Or Below	No Educational Attainment	Inadequately Described/ Not Stated		
ACT	Male	15 - 19	583	0	0	6	10	3	9	213	134	204	4	0		
		20 - 24	754	0	55	39	71	31	12	435	33	78	0	0		
		25 - 29	645	39	50	37	97	15	6	256	27	106	6	6		
		30 - 34	634	31	54	53	116	4	9	195	22	144	3	3		
		35 - 39	730	26	73	53	150	3	16	177	23	195	3	11		
		40 - 44	837	56	37	59	177	5	9	171	35	278	0	10		
		45 - 49	734	39	70	54	186	0	7	123	33	210	12	0		
		50 - 54	760	46	60	61	134	6	21	147	33	236	0	16		
		55 - 59	719	40	53	52	151	9	15	126	29	235	3	6		
		60 - 64	417	17	27	34	62	0	3	90	9	145	16	14		
		65 - 69	125	7	10	6	37	0	0	20	3	42	0	0		
		70 and over	82	0	6	6	27	3	6	15	0	19	0	0		
		Sub total			7,020	301	495	460	1,218	79	113	1,968	381	1,892	47	66
		Row %			100.0%	4.3%	7.1%	6.6%	17.4%	1.1%	1.6%	28.0%	5.4%	27.0%	0.7%	0.9%
		Female	15 - 19	142	0	0	0	15	3	3	46	21	54	0	0	
			20 - 24	264	3	43	20	34	5	3	128	10	18	0	0	
			25 - 29	251	10	65	33	46	7	11	66	0	9	4	0	
	30 - 34		260	8	55	28	33	13	0	85	9	29	0	0		
	35 - 39		257	21	39	34	22	5	6	74	8	45	3	0		
	40 - 44		254	15	35	17	27	3	9	73	11	58	3	3		
	45 - 49		232	11	13	24	15	0	6	59	4	94	0	6		
	50 - 54		192	10	22	9	6	6	12	46	13	65	0	3		
	55 - 59		121	7	6	3	7	0	6	38	0	54	0	0		
	60 - 64		67	3	9	7	3	3	0	10	0	26	0	3		
	65 - 69		6	0	3	0	0	0	0	0	0	3	0	0		
	70 and over		13	0	0	3	0	0	3	0	0	7	0	0		
	Sub total				2,059	88	290	178	208	45	62	625	76	462	10	15
	Row %				100.0%	4.3%	14.1%	8.6%	10.1%	2.2%	3.0%	30.4%	3.7%	22.4%	0.5%	0.7%
	Total		15 - 19	725	0	0	6	25	6	12	259	155	258	4	0	
			20 - 24	1,018	3	98	59	105	36	15	563	43	96	0	0	
		25 - 29	896	49	115	70	143	22	17	322	27	115	10	6		
		30 - 34	894	39	109	81	149	17	9	280	31	173	3	3		
		35 - 39	987	47	112	87	172	8	22	251	31	240	6	11		
40 - 44		1,091	71	72	76	204	8	18	244	46	336	3	13			
45 - 49		966	50	83	78	201	0	13	182	37	304	12	6			
50 - 54		952	56	82	70	140	12	33	193	46	301	0	19			
55 - 59		840	47	59	55	158	9	21	164	29	289	3	6			
60 - 64		484	20	36	41	65	3	6	100	9	171	16	17			
65 - 69		131	7	13	6	37	0	0	20	3	45	0	0			
70 and over		95	0	6	9	27	3	9	15	0	26	0	0			
Sub total				9,079	389	785	638	1,426	124	175	2,593	457	2,354	57	81	
Row %				100.0%	4.3%	8.6%	7.0%	15.7%	1.4%	1.9%	28.6%	5.0%	25.9%	0.6%	0.9%	
Not stated				1,191												
Total				10,270												



TABLE C3.7 cont: T&L WORKFORCE PARTICIPATION BY AGE, EDUCATIONAL QUALIFICATION AND JURISDICTION, 6 DIGIT LEVEL, 2006

Jurisdiction	Gender	Age	TOTAL - All Qualification Categories	Postgraduate Education	Bachelor Degree	Advanced Diploma and Diploma	Certificate III and IV	Certificate I and II	Certificate Level Not Defined	Year 12	Year 11	Year 10 Or Below	No Educational Attainment	Inadequately Described/ Not Stated	
Other	Male	15 - 19	0	0	0	0	0	0	0	0	0	0	0	0	
		20 - 24	21	0	0	3	5	0	3	10	0	0	0	0	
		25 - 29	3	0	0	3	0	0	0	0	0	0	0	0	
		30 - 34	9	0	0	3	0	0	0	3	0	3	0	0	
		35 - 39	13	0	0	3	0	0	0	3	0	7	0	0	
		40 - 44	15	0	0	0	4	0	0	0	0	0	11	0	0
		45 - 49	12	0	0	0	0	3	0	3	0	6	0	0	
		50 - 54	10	0	0	0	3	0	0	3	0	4	0	0	
		55 - 59	25	0	0	0	0	0	0	3	0	19	3	0	
		60 - 64	6	0	0	0	0	0	0	0	0	3	0	3	
		65 - 69	3	0	0	0	0	0	0	0	0	3	0	0	
		70 and over	0	0	0	0	0	0	0	0	0	0	0	0	
		Sub total	117	0	12	12	3	25	56	3					
		Row %	100.0%	0.0%	0.0%	10.3%	10.3%	2.6%	2.6%	21.4%	0.0%	47.9%	2.6%	2.6%	
	Female	15 - 19	3	0	0	0	0	0	0	3	0	0	0	0	
		20 - 24	3	0	0	0	3	0	0	0	0	0	0	0	
		25 - 29	3	0	0	0	0	0	0	0	0	3	0	0	
		30 - 34	3	0	3	0	0	0	0	0	0	0	0	0	
		35 - 39	0	0	0	0	0	0	0	0	0	0	0	0	
		40 - 44	3	0	0	0	0	0	0	3	0	0	0	0	
		45 - 49	0	0	0	0	0	0	0	0	0	0	0	0	
		50 - 54	3	0	0	0	3	0	0	0	0	0	0	0	
		55 - 59	0	0	0	0	0	0	0	0	0	0	0	0	
		60 - 64	0	0	0	0	0	0	0	0	0	0	0	0	
		65 - 69	0	0	0	0	0	0	0	0	0	0	0	0	
		70 and over	0	0	0	0	0	0	0	0	0	0	0	0	
		Sub total	18	0	3	6	0	3	0	6	0	3	0	0	
Row %	100.0%	0.0%	16.7%	0.0%	33.3%	0.0%	0.0%	33.3%	0.0%	16.7%	0.0%	0.0%			
Total	15 - 19	3	0	0	0	0	0	0	3	0	0	0	0		
	20 - 24	24	0	0	3	8	0	3	10	0	0	0	0		
	25 - 29	6	0	0	3	0	0	0	0	0	3	0	0		
	30 - 34	12	0	3	3	0	0	0	3	0	3	0	0		
	35 - 39	13	0	0	3	0	0	0	3	0	7	0	0		
	40 - 44	18	0	0	0	4	0	0	3	0	11	0	0		
	45 - 49	12	0	0	0	0	3	0	3	0	6	0	0		
	50 - 54	13	0	0	0	6	0	0	3	0	4	0	0		
	55 - 59	25	0	0	0	0	0	0	3	0	19	3	0		
	60 - 64	6	0	0	0	0	0	0	0	0	3	0	3		
	65 - 69	3	0	0	0	0	0	0	0	0	3	0	0		
	70 and over	0	0	0	0	0	0	0	0	0	0	0	0		
	Sub total	135	0	3	12	18	3	3	31	0	59	3	3		
Row %	100.0%	0.0%	2.2%	8.9%	13.3%	2.2%	2.2%	23.0%	0.0%	43.7%	2.2%	2.2%			
Not stated	689														
Total	824														



TABLE C3.7 cont: T&L WORKFORCE PARTICIPATION BY AGE, EDUCATIONAL QUALIFICATION AND JURISDICTION, 6 DIGIT LEVEL, 2006

Jurisdiction	Gender	Age	TOTAL - All Qualification Categories	Postgraduate Education	Bachelor Degree	Advanced Diploma and Diploma	Certificate III and IV	Certificate I and II	Certificate Level Not Defined	Year 12	Year 11	Year 10 Or Below	No Educational Attainment	Inadequately Described/ Not Stated	
Australia	Male	15 - 19	39,421	10	20	217	1,496	729	229	14,956	7,756	13,148	409	451	
		20 - 24	65,005	417	3,644	3,340	8,445	1,905	971	27,893	5,571	11,921	399	499	
		25 - 29	67,642	1,424	5,323	3,903	12,322	1,456	1,207	20,123	6,284	14,493	446	661	
		30 - 34	80,684	1,259	5,233	5,414	17,028	1,128	1,445	20,767	7,431	19,422	628	929	
		35 - 39	91,833	1,380	5,038	5,770	19,785	863	1,490	16,621	9,095	29,661	817	1,313	
		40 - 44	101,510	1,444	4,622	6,063	21,849	875	1,447	13,900	9,817	38,670	1,171	1,652	
		45 - 49	100,880	1,394	4,548	5,970	21,915	784	1,429	14,513	8,457	38,665	1,466	1,739	
		50 - 54	91,373	1,112	3,862	5,265	18,539	737	1,410	13,586	6,898	36,992	1,366	1,606	
		55 - 59	81,803	963	2,980	4,272	16,126	487	1,232	10,674	5,013	37,028	1,338	1,690	
		60 - 64	52,133	577	1,556	2,498	9,669	280	698	6,243	2,767	25,556	940	1,349	
		65 - 69	21,425	299	649	1,088	3,661	88	284	2,271	1,068	10,950	408	659	
		70 and over	15,589	198	538	675	1,723	47	131	1,722	730	8,755	423	647	
		Sub total	809,298	10,477	38,013	44,475	152,558	9,379	11,973	163,269	70,887	285,261	9,811	13,195	
		Row %	100.0%	1.3%	4.7%	5.5%	18.9%	1.2%	1.5%	20.2%	8.8%	35.2%	1.2%	1.6%	
		Female	15 - 19	11,597	0	15	119	571	406	118	4,380	2,196	3,564	104	124
			20 - 24	20,766	103	1,866	1,816	2,864	1,141	541	8,548	1,299	2,350	117	121
			25 - 29	22,406	470	3,269	2,516	3,076	794	832	6,769	1,454	2,896	158	172
	30 - 34		25,833	642	3,115	3,156	2,690	646	995	7,296	2,082	4,715	217	279	
	35 - 39		29,462	600	2,676	2,916	2,467	576	842	6,406	3,492	8,741	315	431	
	40 - 44		32,826	512	2,218	2,604	2,492	600	960	5,965	4,234	12,209	495	537	
	45 - 49		31,967	482	2,009	2,376	2,155	507	821	5,438	3,676	13,380	584	539	
	50 - 54		26,711	409	1,569	1,941	1,482	342	603	4,167	2,790	12,466	474	468	
	55 - 59		21,322	325	1,183	1,660	984	227	418	2,968	1,807	11,033	300	417	
	60 - 64		12,114	136	764	1,103	484	78	190	1,483	912	6,526	184	254	
	65 - 69		5,737	104	426	531	136	34	83	691	370	3,097	95	170	
	70 and over		5,036	68	301	337	113	15	64	665	370	2,760	123	220	
	Sub total		245,777	3,851	19,411	21,075	19,514	5,366	6,467	54,776	24,682	83,737	3,166	3,732	
	Row %		100.0%	1.6%	7.9%	8.6%	7.9%	2.2%	2.6%	22.3%	10.0%	34.1%	1.3%	1.5%	
	Total		15 - 19	51,018	10	35	336	2,067	1,135	347	19,336	9,952	16,712	513	575
			20 - 24	85,771	520	5,510	5,156	11,309	3,046	1,512	36,441	6,870	14,271	516	620
		25 - 29	90,048	1,894	8,592	6,419	15,398	2,250	2,039	26,892	7,738	17,389	604	833	
		30 - 34	106,517	1,901	8,348	8,570	19,718	1,774	2,440	28,063	9,513	24,137	845	1,208	
		35 - 39	121,295	1,980	7,714	8,686	22,252	1,439	2,332	23,027	12,587	38,402	1,132	1,744	
40 - 44		134,336	1,956	6,840	8,667	24,341	1,475	2,407	19,865	14,051	50,879	1,666	2,189		
45 - 49		132,847	1,876	6,557	8,346	24,070	1,291	2,250	19,951	12,133	52,045	2,050	2,278		
50 - 54		118,084	1,521	5,431	7,205	20,021	1,079	2,013	17,753	9,688	49,458	1,840	2,074		
55 - 59		103,125	1,288	4,163	5,932	17,110	714	1,650	13,642	6,820	48,061	1,638	2,107		
60 - 64		64,247	713	2,320	3,601	10,153	358	888	7,726	3,679	32,082	1,124	1,603		
65 - 69	27,162	403	1,075	1,619	3,797	122	367	2,962	1,438	14,047	503	629			
70 and over	20,625	266	839	1,012	1,836	62	195	2,387	1,100	11,515	546	867			
Sub total	1,055,075	14,328	57,424	65,550	172,072	14,745	18,440	218,045	95,569	368,998	12,977	16,927			
Row %	100.0%	1.4%	5.4%	6.2%	16.3%	1.4%	1.7%	20.7%	9.1%	35.0%	1.2%	1.6%			
Not stated			115,346												
Total			1,170,421												

Source: DEEWR (2008), pers. comm.

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Glossary Of Terms

ABS	Australian Bureau of Statistics
ACG	Apelbaum Consulting Group
ACT	Australian Capital Territory
ALC	Australian Logistics Council
ANZSCO	Australian and New Zealand Standard Classification of Occupations
ANZSIC	Australian and New Zealand Standard Industrial Classification
ASCO	Australian Classification of Occupations
ATA	Australian Trucking Association
BTE	Bureau of Transport Economics
CPH	Census of Population and Housing
DEEWR	Department of Education, Employment and Workforce Relations
DOTARS	Department of Transport and Regional Services
F/T	Full Time
FTE	Full Time Equivalent
GDP	Gross Domestic Product
GST	Goods and Services Tax
H&R	Hire and Reward
LF	Labour Force
n.e.c.	not elsewhere classified
NSW	New South Wales
P/T	Part Time
T&L	Transport and Logistics
T&S	Transport and Storage
WA	Western Australia

Digital Platform Work in Australia

Prevalence, Nature and Impact

November 2019

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Executive summary

Digital platforms such as Airtasker, Uber or Freelancer can connect workers with individuals or businesses looking to obtain services of various kinds on-demand. There has been much debate about 'gig work' of this kind, but little data on its prevalence in Australia. This report presents the findings from a national survey commissioned by the Victorian Government to address that gap.

The survey, which elicited more than 14,000 usable responses, explored the prevalence and characteristics of digital platform work in Australia to gain insight into the experiences of those participating in such work, and understand the extent to which they combine digital platform work with other forms of paid work. The main findings are summarised below.

How prevalent is digital platform work in Australia?

- › 7.1% of survey respondents are currently working (or offering to work) through a digital platform or have done so within the last 12 months.¹
- › 13.1% of survey respondents have, at some time, undertaken digital platform work. This rate of participation is similar to recent survey findings in Europe, and higher than some previous estimates for Australia.
- › Of the 13.1% (1827 survey respondents) that have undertaken digital platform work, 38.7% have only done work in-person at a specified location. In contrast 28.2% have done computer or internet-based work only, while almost exactly one-third have undertaken both types of work at some time.

Who is participating in digital platform work?

- › A wide variety of people in Australia are seeking work through digital platforms.
- › Younger people (aged 18-34) and males are working through digital platforms in higher proportions than other demographic groups. Females are only half as likely as males to work on digital platforms. People are also less likely to participate in platform work as they age.
- › New South Wales has the highest levels of participation in digital platform work (14.3% overall, 7.9% currently participating). In comparison, 13.8% of Victorians have undertaken platform work, with 7.4% currently doing so.
- › Respondents who live in regional and remote areas are less likely to have undertaken platform work than respondents in a major city.
- › Students and the unemployed have higher participation rates. Compared to employed respondents, students are 1.3 times more likely to be doing platform work, and unemployed respondents are twice as likely.
- › Respondents who identified as living with a disability, temporary residents, and those who spoke a language other than English at home, were more likely to participate in digital platform work.²
- › Relative to Australian citizens, temporary residents are three times more likely to be a current platform worker and twice as likely to have been a former platform worker. Permanent residents are 1.7 times more likely than Australian citizens to be current or former platform workers.
- › Respondents who speak a language other than English at home are also 1.5 times more likely to be current platform workers.

1 Throughout the report, 'currently' or 'current workers' includes work undertaken within the last 12 months.

2 Aboriginal and Torres Strait Islanders were also more likely to participate in digital platform work. However, due to the small number of respondents, results may be subject to higher rates of error.

What digital platforms are currently being used and how do they operate?

- › More than 100 different platforms are being used by survey respondents to undertake digital platform work.
- › The five most common platforms used by people in Australia currently working on digital platforms are Airtasker (34.8% of platform workers), Uber (22.7%), Freelancer (11.8%), Uber Eats (10.8%) and Deliveroo (8.2%).
- › Over one third of current platform workers (35.2%) access work through more than one platform, and 11.4% are registered on four or more platforms. The majority (64.8%), however, access work using only one digital platform.
- › Many current platform workers are not aware of the features of the main platform through which they work. For example, over 30% of respondents do not know if the platform has a dispute resolution process. This may be because some workers have not experienced all features of the platform. It may also reflect that some platform features are not clearly presented.
- › Four in five current platform workers report that worker ratings are an operational feature of their main platform. Ratings of workers by clients are more common than the reverse.
- › Nearly half of respondents currently doing platform work (45.5%) report that their main platform does not cover them for any type of work-related insurance (e.g., work-related injuries or professional indemnity). Nearly the same proportion (39.7%) report that their main platform requires them to take out their own insurance. Over 20% of current platform workers do not know if their platform provides them with insurance or requires them to take out their own.
- › Although most platforms appear to operate on the basis that the workers who use their services are self-employed, over a quarter (28.4%) of current platform workers report that their main platform ‘treats’ them as employees. It is unclear whether these workers believed they actually were employees.

What type of work is currently being undertaken through digital platforms?

- › The types of work that current platform workers are doing include transport and food delivery (18.6% of platform workers), professional services work (16.9%), odd jobs or maintenance work (11.5%), and writing or translation work (9.0%). About 7% of current platform workers perform services in each of the areas of clerical and data entry (7.8%), creative and multimedia work (7.7%), software development and technology (7.2%), and care services (7.0%).
- › Respondents doing clerical and data entry, sales and marketing support, writing and translation and caring work are more likely to be women, while men are predominant in software development and technology, transport and food delivery, and skilled trade work.
- › Transport and food delivery workers are significantly more likely to be younger (17-34yrs of age), to have indicated temporary residency status, and to speak a language other than English at home, as well as to be working across three or more platforms at once.
- › Sales and marketing workers are also more likely to be temporary residents and to speak a language other than English at home.

- › Older platform workers (50-64yrs) are more commonly doing professional service or creative and multi-media work, and those in the 35-49 age group are more likely to be clerical and data entry workers.
- › Current platform workers indicate that they are not usually required to do additional training or do very little training to undertake digital platform work (35.8% not at all, 29.1% a little). Over 40% believe their digital platform work draws on their qualifications and previous experience.

What income is earned by working through digital platforms?

- › Current platform workers are commonly paid per completed task or job (59.0%), rather than for the time or hours they work (22%).
- › Digital platform work makes up 100% of the income of only 2.7% of current platform workers.
- › Of those currently working through digital platforms, a little more than half (52.3%) consider the income they earned from digital platform work as 'nice to have but can live without it', while 15.4% consider it 'essential for meeting their basic needs'.
- › Four in five current platform workers (80.7%), report that digital platform work makes up less than half of their total annual income.
- › Those most likely to say that digital platform work is essential for meeting basic needs are respondents living with a disability, unemployed respondents, and those doing care or transport and delivery work.
- › When asked what they were earning from their main digital platform, many current workers (40%) did not know how much they earned per hour.
- › Of those who indicated their income, the average hourly rate from platform work was \$32.16. Professional service workers indicate higher hourly rates (above \$50 per hour), and those most likely to be in the lower income bands (\$0.01-\$9.99 per hour) are clerical and data entry workers, and writing and translation workers. The National Minimum Wage at the time of the survey was \$18.93 per hour.

Patterns of participation in platform work

- › Of those respondents currently working on digital platforms, most are new to platform work. Almost half (46.5%) began in the last 12 months and over 60% began less than 2 years ago.
- › Engagement with digital platforms varies between a few times per week (27.5% of current platform workers) and less than once per month (28.3%).
- › Those participating with greater frequency (once a week or a few times per week) include students and participants who identify as unemployed, and transport and food delivery workers. Women participate less frequently than men and temporary residents participate more frequently than Australian citizens.
- › 14.3% of respondents who sought work through digital platforms more than 12 months ago stated that despite attempting to do so, they 'did not get any work'.

- › While a substantial minority of people in Australia are currently undertaking digital platform work, only a very small percentage are spending a large number of hours doing so. Almost half (47.2%) of current platform workers report spending less than 5 hours per week working or offering services through all digital platforms with which they engage, whereas only 5.4% of current platform workers report spending 26+ hours per week. When considered against the full sample of respondents, this last figure represents less than one half of one percent.
- › Only 19.2% of current platform workers derive half or more of their income from platform work. When considered against the full sample, this represents around 1.4% of all survey respondents.
- › The average weekly hours that current digital platform workers spend working or seeking work on their main digital platform is 10.0 hours per week. Men work significantly more hours (10.8 hours) than women (8.2 hours per week). These total weekly hours worked through the main platform may under-estimate the hours spent working on 'all' platforms, considering one-third of platform workers work across multiple platforms.
- › An average of 4.9 hours per week is spent on unpaid platform activities designed to obtain work, such as updating profiles, quoting, searching, and bidding for work, through the main digital platform. This varied considerably by type of work. Current digital platform workers in education spent the least number of hours on unpaid platform activities (1.3 hours), while those working in sales and marketing support spent 7.1 hours. Those undertaking software development and technology spent on average 5.9 hours and transport and food delivery workers 5.2 hours.
- › More than one-third of platform workers (37.5%), did not know how many hours per week they spent working on their main digital platform, and an even higher proportion of respondents (46%) did not know how many hours they spent on unpaid tasks.

Where are digital platform workers and their clients located?

- › When doing digital platform work, most current platform workers are working from their homes (55.3% of platform workers). Consistent with levels of participation in transport and food delivery driving, 13.9% are working in their cars or on their bikes.
- › Current platform workers in Australia are providing services mostly to Australian clients—65% of such respondents indicate that their clients are based in Australia only—and a further 25.1% that their clients are from both Australia and overseas.
- › Most Australian clients are based in New South Wales (34.4%), Victoria (24.5%), and Queensland (16.6%).

Why do platform workers participate and how satisfied are they?

- › The strongest motivations for undertaking platform work are 'earning extra money'; 'working the hours I choose'; 'doing work that I enjoy', 'choosing my own tasks or projects', 'working in a place that I choose' and 'working for myself and being my own boss'. Less important motivations included 'finding work despite health issues or disability', and 'connecting socially with people'.

- › Current platform workers are most satisfied with dimensions of platform work that relate to flexibility, specifically ‘the ability to choose the hours they worked’, ‘working for themselves and being their own boss’, and ‘choosing their own tasks or projects’.
- › They are least satisfied with ‘earning a fair income’, ‘accessing work opportunities overseas’, and ‘the fairness of fees and costs associated with working through the platform’.
- › Compared to professional service workers and those doing odd jobs and maintenance work, transport and food delivery drivers are significantly less satisfied with the ability to set the price for their services and with gaining new skills or improving existing skills.
- › Women are also less satisfied than men with the ability to set the prices for their services. Women are also less satisfied with the fairness of fees and costs associated with the platform.
- › A lack of time is the most common reason given for discontinuing platform work (23.8%). Past platform workers often describe platform work as ‘too time consuming’ or as taking ‘too long to complete’.
- › One in six respondents (15.3%) who ceased platform work did so because they found full-time (or more suitable) employment, and a further one in six report that the income earned through the platform was insufficient, either in absolute terms or relative to the time investment required.

Beyond digital platform work - Earning money in the digital economy

- › Beyond working, respondents are using digital platforms to earn money through selling, licensing, or renting out goods or other property that they own. When viewed together with data on those working through digital platforms, the data provides insight into the different ways individuals use digital platforms to earn money in Australia.
- › Almost half (45.7%) of all survey respondents have earned money in some way through digital platforms, either currently (27.9%) or historically (17.8%). The figures for Victoria are 47.5% earning money in some way and 29.5% within the last 12 months.
- › More respondents earn money through selling, licensing or renting out (42.8% overall, 25.2% in the last 12 months). than by working or offering services through digital platforms (13.1% overall, 7.1% in the last 12 months).

Selling, licensing or renting out through digital platforms

- › The most common approach to earning money through digital platforms is selling or licensing goods or creative work through online marketplaces (38.4%), followed by renting out premises (10.1%) and, to a lesser extent, leasing out other property (4.7%) such as car parks, campervans, toys, tools or dresses.
- › 43% of survey respondents use multiple platforms to sell, license or rent out.
- › Gumtree, e-bay, and Facebook Marketplace are the most popular platforms for selling goods or other property.

- › Airbnb was the most popular platform to rent out premises. It has been used to earn money by 15.7% of the respondents who sell, license or rent out (3.5% of all survey respondents).
- › A third of survey respondents in this category (33.9%) have been selling, licensing or renting out through digital platforms for more than 5 years.
- › A quarter of survey respondents consider the money they earn from selling, licensing or renting out as an important or essential part of their income. The majority (74.4%) describe the income as 'nice to have but can live without it'.

Consumption through digital platforms

- › Within the last 12 months, 62.7% of all survey respondents have bought goods or accessed creative works through online marketplaces, and 29.9% have rented premises from someone else, such as accommodation through Airbnb or office space available through digital platforms. In contrast, only a small proportion (5.7%) have rented a campervan, parking space, car or other goods from someone else through digital platforms.
- › Four out of ten survey respondents (41.6%) have obtained services in the previous 12 months through a digital platform where the work was performed in person at a specific location. An additional 7.1% have done so previously but not in the last 12 months.
- › In contrast, only 4.6% of all survey respondents have obtained services in the previous 12 months through a digital platform where the work was internet- based or delivered online. An additional 5.5% have done so previously but not within the last 12 months.
- › The pattern of consumption in Victoria is broadly similar. In the last 12 months, 62.7% of respondents in Victoria have bought goods or accessed creative works through online marketplaces; 31.2% have rented premises; 5.0% have obtained services where the work was internet-based; and 43.2% have obtained services where the work was performed in person at a specific location.

Key considerations for the future

The substantial level of participation in platform work uncovered by the survey points to the need for more attention to the design and administration of routine labour market data collection to capture this reality.

The findings suggest a troubling level of obfuscation associated with digital platform work in relation to both the terms on which workers engage and the true level of remuneration involved.

The findings further indicate the increasing integration of digital platforms into people's everyday lives, in that two-thirds of respondents reported using digital platforms to consume services and goods.

Future research should address the gendered nature of participation in digital platform work and the overall reproduction of labour market inequalities that emerge through the survey findings.

1 Introduction

The emergence of digital platforms that connect workers with individuals or businesses that require goods or services has generated intense debate about the potential impact of the 'gig economy' in Australia. The potential benefits of a free market, access to services and flexibility for workers, are juxtaposed against risks associated with an unregulated labour market where freelance workers may lack the rights and protections afforded by more conventional forms of employment. To date, data on how many Australians are participating in the gig economy has been limited. This report presents findings from the first National Survey on Australians Working in the Gig Economy. This survey, based on methodologies applied internationally, provides the first comprehensive data set describing the prevalence and characteristics of gig work in Australia.

The project

In late 2018, the Victorian government engaged a team of university researchers to conduct a national survey and prepare a report examining the extent and impact of digital platform work in Australia. The team comprises Professor Paula McDonald (QUT), Dr Penny Williams (QUT), Professor Andrew Stewart (University of Adelaide), Associate Professor Robyn Mayes (QUT) and Dr Damian Oliver (UTS).

Research objectives

The objectives of the research were to explore the prevalence and characteristics of digital platform work in Australia, gain insight into the experiences of those participating in digital platform work, and understand the extent to which they combine digital platform work with other forms of paid work.

Although there is ongoing research into digital platform work, there is limited empirical data that establishes the extent and nature of the phenomenon in Australia. This research project was conducted in order to redress this knowledge gap, and in particular to offer answers to the following research questions:

- 1 How prevalent is digital platform work in Australia?
- 2 Who is participating in digital platform work?
- 3 What income is earned by working through digital platforms?
- 4 What are the patterns of participation in platform work?
- 5 Where are digital platform workers and their clients located?
- 6 Why do platform workers participate and how satisfied are they?
- 7 Through what means other than working do people in Australia earn money in the digital economy?
- 8 What are the patterns of consumption through digital platforms?

Overview of the report

The remainder of this report is structured as follows. Part 2 describes the background to the survey, reviewing what is already known about the prevalence, nature and impact of digital platform work in Australia and internationally. Following the review, Part 3 provides a concise description of the methods used to design, implement and analyse the survey.

The results from the survey are presented in Parts 4 to 8. Part 4 addresses the prevalence and patterns of digital platform work in Australia. Part 5 presents findings in relation to current participation in digital platform work. Part 6 reports on past participation in digital platform work. Part 7 details other ways of earning money in the digital platform economy. Part 8 addresses consumption through digital platforms.

Part 9 concludes the report by drawing together the major findings from the survey, identifies implications for policy and canvasses areas for further research.

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2 Background: Previous research on digital platform work

Definitions and ways of deriving income from digital platforms

Digital platforms function as intermediaries connecting, in various ways, people seeking to earn money with individuals or businesses that require goods, property or services.³ Digital platforms take many forms and are often collectively and colloquially referred to as operating in the ‘gig economy’ or ‘on-demand economy’. Platforms exist across various locations and scales; many are situated in particular places and are subject to local regulatory regimes, while others facilitate offshore work which may challenge the application of laws based in particular jurisdictions.⁴

Common income-generating platforms include peer-to-peer sharing platforms, crowdsourcing platforms, and digital labour platforms.⁵ Peer-to-peer sharing platforms such as Airbnb or CarNextDoor, facilitate short term rentals of an individual’s assets such as homes, cars, office space or even dresses, toys and homewares. Individuals and businesses can sell or rent out their property and/or goods for profit via platforms such as Etsy, E-bay and Gumtree. Crowdsourcing platforms outsource tasks to a ‘crowd’ of workers potentially located anywhere in the world.⁶ In crowdsourced work, jobs are often broken into micro-tasks that are undertaken online by a ‘virtual workforce’. Amazon Mechanical Turk is a commonly cited example. Digital labour platforms connect clients/businesses with ‘freelance’ workers prepared to undertake tasks or ‘gigs’ on demand.⁷

While earning money in the digital economy through the selling of goods, licensing of creative works (for example, music, photographs, designs) and/or renting out of property and goods is an important dimension of participation in the gig economy, in this review we principally concentrate on the research examining paid work in the digital economy. This emphasis reflects the primary objectives of the commissioned survey and aligns with the focus of the On-Demand Workforce Inquiry.

As the above suggests, paid platform work can be observed in numerous industries and encompasses two broadly different types of work. On the one hand there is the provision of in-person services (e.g. driving, cleaning, caring), and on the other hand there is internet-based or digital work.⁸ This digital work spans tasks that can be executed or communicated online, as is commonly associated with, among other types of work, graphic design, programming, and content creation. Such digital work is characterised by a lack of dependency on proximity between workers and clients. The distinction between these two primary forms of work in the platform economy is encapsulated in the notion of ‘sticky’ work (in person/geographically situated) and ‘unsticky’ work (digital/theoretically performable anywhere).⁹ Following Coyle,¹⁰ we note that there is a need to also acknowledge the

- 3 Florisson, L. & Mandl, I. (2018). Platform work: Types and implications for work and employment – Literature review. Eurofound: Luxembourg.
- 4 Drahokoupil, J. & Fabo, B. (2016). The platform economy and the disruption of the employment relationship. European Economic, Employment and Social Policy Brief. ETUI: Brussels; Cherry, M.A. (2019). Regulatory options for conflicts of law and jurisdictional issues in the on-demand economy. Conditions of Work and Employment Series No. 106. International Labour Organization: Geneva.
- 5 Pesole, A. Brancati, U., Fernández-Macías, E., Biagi, F., & González Vázquez, I. (2018). Platform workers in Europe: Evidence from the COLLEEM Survey. Publications Office of the European Union: Luxembourg.
- 6 Graham, M. & Anwar, M. A. (2018). Digital labour, in Ash, J., Kitchin, R. & Leszczynski, A. (Eds), *Digital geographies*. Sage: London, 177–187; Eurofound (2015). New forms of employment. Publication Office of the European Union: Luxembourg.
- 7 Healy, J., Nicholson, D. & Pekarek, A. (2017). Should we take the gig economy seriously? *Labour and Industry*, 27(3), 232–248; Minifie, J. (2016). Peer-to-peer pressure: Policy for the sharing economy. Grattan Institute: Melbourne.
- 8 Wood, A., Graham, M., Lehdonvirta, V. & Hjorth, I. (2019). Good gig, bad gig: Autonomy and algorithmic control in the global gig economy. *Work, Employment & Society*, 33(2), 56-75.
- 9 Graham & Anwar, above, n. 6.
- 10 Coyle, D. (2017). Precarious and productive work in the digital economy. *National Institute Economic Review*, 240: R5-R14.

heterogeneity of types of online or digital work, and to differentiate between, for example, digital work requiring substantial human capital (e.g. software development) and micro-work involving repetitive tasks (e.g. categorisation and tagging). Work on digital platforms is typically organised via an app, with the platform using algorithms to manage the distribution of work opportunities, the piecework payment process, and the maintenance of service standards through rating and review mechanisms built into the platform.¹¹ As such, platforms, enabled by the internet, are part of the organisation of work.¹²

The triadic nature of the contractual relationship between the worker, the platform and the client presents challenges for the classification and regulation of work in the gig economy. Gig workers are frequently categorised as freelancers or independent contractors. However, in traditional types of freelance work, the direct and binary relationship between the principal/client and the contractor is central. Though platforms typically deem workers to be ‘self-employed’, those working through digital platforms are instructed, tracked and evaluated to deliver a responsive, seamless service.¹³ Workers can, arguably, control place of work, equipment needed, and the management of their time and availability. Unlike traditional forms of employment, the frequency and extent of participation in gig work is ostensibly at the discretion of the worker, and workers can participate in a wide variety of ways. For example, research undertaken by the report authors identified that Australian photographers participate in platform work in at least four different ways, and often seek work through multiple platforms at the same time. In one case, a photographer was selling stock images online, bidding for photo shoots via another platform, and driving for Uber.¹⁴

To participate in digital platform work, both workers and clients must first accept the terms and conditions outlined by the platform they seek to access. These can be quite detailed and vary across platforms. Worker access to a given platform is dependent on acceptance of the given conditions, without opportunity to negotiate. In the case of more conventional employment contracts, it is not unusual for employers to require employees to comply with certain policies and reserve the right to vary those policies during the subsistence of the employment relationship.¹⁵ However, according to a review of platform terms and conditions by the report authors,¹⁶ platforms can typically amend *any* of the relevant terms and conditions at any time without notice. The terms of use for platform work may specify work-related criteria for participating (such as holding a driver’s licence or particular qualification) and provide the platform with the right to exclude or remove a user at its discretion. Many platforms specifically state that any dispute between a worker and client must be resolved by the worker with little, if any, support from the platform. Individual workers are often not governed by a specific award, nor supported by a collective industry body or union, and potentially fall outside of other legislative protections.¹⁷

¹¹ Ibid.

¹² Drahokoupil & Fabo, above, n. 4.

¹³ O’Connor, D. C. (2016). Standard principles for installing a social media control framework for supply chain risk management. *EDPACS*, 54(3), 11-17.

¹⁴ Mayes, R. & McDonald, P. (2017). Digital work and the platform economy. Association of Industrial Relations of Australia and New Zealand conference, Canberra, 8-10 February.

¹⁵ Chapman, A., Howe, J. & Ainsworth, S. (2015). Organisational policies and Australian employment law: A preliminary study of interaction. Working Paper No. 53, Centre for Employment and Labour Relations Law, University of Melbourne, 7–8.

¹⁶ McDonald, P., Williams, P. & Mayes, R. (2019). Strategies of control in the organisation of care work via digital platforms. *Regulating for Decent Work Conference*, International Labour Organization, Geneva, July.

¹⁷ As to the possibility of challenging the legal validity of dispute resolution terms in platform work contracts, see, e.g., *Heller v Uber Technologies Inc* 2019 ONCA 1 (Court of Appeal for Ontario, 2 January 2019).

Comparisons of digital platform work and traditional modes of labour allocation

A prominent stream of research related to the organisation of labour via digital platforms has concentrated on the features of the work that distinguish the worker as either an employee or a contractor. Such debates stem primarily from the field of employment or labour law, which has long grappled with attempts by organisations to confer on their workers the status of being ‘self-employed’ rather than employees.¹⁸ Across many jurisdictions, the distinction between employment relationships and non-employment arrangements is made on the basis of the extent to which the ‘employer’ is able to control the work process.¹⁹ The avoidance of employment contracts and the replacing of employees with contract labour provides obvious financial incentives for firms,²⁰ particularly if this shift occurs without alteration to the nature of the economic relationship between worker and hirer.²¹ As such, some digital platforms can be viewed as high-tech hire firms through which a non-standard, insecure mode of employment is facilitated. Indeed, digital labour platforms do not usually define themselves as an employer or employment agency, but instead refer to themselves, among other descriptors, as a ‘technology company’, ‘web-site’, ‘meeting place’, or ‘intermediary service.’ In this way, platforms that broker platform work seek to distance themselves from the workers that provide labour and underplay the platform’s role in providing employment services. Workers often take on all responsibility and all risk for any work that they accept. In many cases workers also pay to receive work opportunities via the platform, regardless of whether they are actually successful in securing work.

While systems of control are evident in all economic exchanges,²² platforms exert control over workers in at least three unique ways. First, the value of a gig is often determined by an algorithm, the specifics of which are inaccessible to the worker. The key mechanism through which this occurs is the app, which organises, directs and manages the distribution of work, often via bidding or booking functions.²³ Second, reputational rating systems constitute a particularly potent form of indirect digital control and one that sets digital platform companies apart from earlier forms of analogue intermediaries or labour hire agencies. Reputation systems, which are said to be the ‘currency’ of the gig economy,²⁴ attach metrics and data to workers in unprecedented ways, constituting a unique form of emotional labour that makes visible the social interactions between workers and consumers/clients.²⁵ Platform-based rating and review systems contribute to the weak structural power of workers vis-à-vis clients, enabling a form of control which can overcome the spatial and temporal barriers that non-proximity places on the effectiveness of direct surveillance and supervision.²⁶

18 Stewart, A. (2002). Redefining employment? Meeting the challenge of contract and agency labour. *Australian Journal of Labour Law*, 15(3), 1-42. As to the idea of creating an ‘intermediate category’ to deal with gig workers, see Stewart, A. & McCrystal, S. (2019). Labour regulation and the great divide: Does the gig economy require a new category of worker? *Australian Journal of Labour Law*, 32(1), 4–22.

19 Stone, K. (2006). Legal protections for atypical employees: Employment law for workers without workplaces and employees without employers. *Berkeley Journal of Employment and Labor Law*, 27(2), 251-286.

20 Collins, H. (1990). Independent contractors and the challenge of vertical disintegration to employment protection laws. *Oxford Journal of Legal Studies*, 10, 353.

21 Stewart, above, n. 18.

22 Wood, A. (2018). Powerful times: Flexible discipline and schedule gifts at work. *Work, Employment & Society*, 32(6), 1061-1077.

23 Coyle, above, n. 10; Healy & Pekarek, above, n. 7.

24 Tanz, J. (2014). How Airbnb and Lyft finally got Americans to trust each other. *Wired*, 23 April.

25 Gandini, A., (2019). Labour process theory and the gig economy. *Human Relations*, 72(6), 1039-1056.

26 Wood et al., above n. 8.

Third, the extent of monitoring and control of workers is unprecedented. This can include productivity metrics sent to workers in real time and the gamification of apps designed to coerce workers to work longer hours. For example, it has been demonstrated how platforms such as Elance and oDesk attempt to bind crowdworkers to the platform using mechanisms that control and restrict access to work.²⁷ Central to many digital platform business models, monitoring is also evident in the complexity of arrangements that enable the sharing of user data to third-party search engines, email service providers and vendors such as Google, who operate classified advertising businesses.²⁸ These features of gig work impact workers' autonomy, income and work continuity. While some may consider these dimensions of digital platform work not entirely new, it is likely they are at least an intensified version of the kinds of technological disruptions affecting workers more broadly,²⁹ even compared to other forms of non-standard or freelance work. That is, the control exerted by digital platforms constitutes more than merely another non-standard mode of employment. Broader impacts on the labour market include a partial offshoring effect from local labour markets which transforms value chains and increases competition between workers (at local and transnational scales, discussed in more detail below), placing pressure on pay and working conditions.³⁰

In part a product of uneven global development, demand for platform work tends to originate and be concentrated in Western/developed countries, while supply of labour is shown to be relatively geographically dispersed in developing countries.³¹ Firms and individual clients residing primarily in wealthy countries are thus able to force workers from both developed and developing countries to compete, potentially, in a 'race to the bottom'.³² Just because digital work can be undertaken anywhere, this does not mean that this is in fact occurring and it is possible that different types of digital work will cluster in specific places.³³ As an example of this, large numbers of workers engaged globally in online outsourcing on major platforms (freelancing and microtasks) come from the United States (23.9%) and India (21.5%).³⁴

The nature of on-demand work can be considered precarious due to the limited income security, minimal worker entitlements, a lack of superannuation or pension contributions and few opportunities for career development. Furthermore, rates of pay for digital platform work are often significantly lower than the minimum wage.³⁵ Indeed, many workers who have access to alternative, reliable forms of income may find little benefit in undertaking gig work. For example, our research on the Australian photographic industry showed that

27 Schörpf, P., Flecker, J., Schönauer, A. & Eichmann, H. (2017). Triangular love–hate: Management and control in creative crowdworking. *New Technology, Work and Employment*, 32(1), 43–58.

28 Flanagan, F. (2019). Theorising the gig economy and home-based service work. *Journal of Industrial Relations*, 6(1), 57–78.

29 Valenduc, G. & Vendramin, P. (2017). Digitalisation, between disruption and evolution. *Transfer: European Review of Labour and Research*, 23(2), 121–134.

30 Boyce, A., Ryan, A., Imus, A. & Morgeson, F. (2007). Temporary worker, permanent loser? A model of the stigmatization of temporary workers. *Journal of Management*, 33(1), 5–29; Huws, U. (2014). *Labor in the global digital economy: The cybertariat comes of age*. Monthly Review Press: New York.

31 Beerepoot, N. & Lambregts, B. (2015). Competition in online job marketplaces: Towards a global labour market for outsourcing services? *Global Networks*, 15(2), 236–255; Degryse, C. (2017). Sharing the world of work in the digital economy. Foresight Brief #1. European Trade Union Institute: Brussels.

32 Graham & Anwar, above, n. 6.

33 Graham, M., Lehdonvirta, V., Wood, A., Barnard, H., Hjorth, I. & Simon, D. P. (2017). The risks and rewards of online gig work at the global margins. Oxford Internet Institute, University of Oxford.

34 Kuek, S.C., Paradi-Guilford, C., Fayomi, T., Imaizumi, S. & Ipeiros, P. (2015). The global opportunity in online outsourcing. World Bank: Washington, D.C.

35 Unions NSW (2016). Innovation or exploitation: Busting the Airtasker myth. Unions NSW: Sydney.

for both ideological and pragmatic reasons, photographers actively resist platform work.³⁶ Clearly, it is crucial for policy makers and regulators to understand the nuanced terrain of deriving an income in/from the digital economy, along with shifting patterns of participation in digital platform work. Understanding the transnational interconnections and place-specificities of platform work is central to effective regulation and policy development. While platforms offering property for sale, rent or use also impact on society,³⁷ it is digital labour platforms that have attracted the most concern in public and media commentary and in the academic literature. In particular, digital labour platforms appear to be highly problematic in relation to rights and protections for individual Australian workers.

Prevalence of worker participation

This report documents the findings of the first robust empirical research quantifying the prevalence (and nature) of digital platform work in Australia. Prior to this, estimates undertaken by consultants and platforms have suggested that the extent of on-demand work in Australia is quite small (less than 1% of the adult Australian population).³⁸ These estimates likely exclude many workers who use platforms as a secondary source of income.³⁹ Robust empirical prevalence studies undertaken in other countries – such as the COLLEEM Survey conducted in 2017 and spanning fourteen Member States of the EU,⁴⁰ and the Work in the European Gig Economy survey and interviews conducted in 2016/17⁴¹ – indicate that participation rates vary substantially across countries. For example, the proportion of the adult population for whom gig work accounted for over half of overall income ranged from 5.1% (Italy) to 1.6% (Netherlands).⁴²

At the same time, new research suggests that on-demand labour in the gig economy will become much more extensive due, at least in part, to the higher rates of market capitalisation that platform businesses can achieve by having few traditional employees.⁴³ Similarly, platform businesses may continue to grow in number, not least because venture capital and corporate structures enable them to conduct their activities in a way that is cross-subsidised for lengthy periods of time by more immediately lucrative arms of a larger corporation or parent company.⁴⁴ Their abundance and accessibility does not guarantee a high level of engagement by increasing numbers of workers. Nevertheless, it is highly likely that platforms will attract new workers in the future, as downsizing in some industries encourages/forces people to transition from traditional employment arrangements to

36 McDonald, P., Williams, P. & Mayes, R. (2018). Platform work in the photographic industry: A snapshot of the gig economy. Association of Australian and New Zealand Industrial Relations Conference, Adelaide, February.

37 Westerbeek, J., Ubacht, J., van der Voort, H.G. & ten Heuvelhof, E.F. (2016). Studying the effects of peer-to-peer sharing economy platforms on society, in H.J. Scholl et al. (Eds.), *Electronic government and electronic participation*. IOS Press: Amsterdam, 222-232.

38 Minifie, above, n. 7.

39 Farrell, D. & Greig, F. (2016). Paychecks, payday, and the online platform economy: Big data on income volatility. JPMorgan Chase Institute.

40 Pesole et al., above, n. 5.

41 Huws, U., Spencer, N., Syrdal, D. S. & Holts, K. (2017). Work in the European gig economy: Research results from the UK, Sweden, Germany, Austria, The Netherlands, Switzerland and Italy. Foundation for European Progressive Studies: Brussels.

42 Ibid.

43 Harris, S. & Krueger, A. (2015). A proposal for modernizing labor laws for twenty-first century work: The 'independent worker'. Discussion paper 2015-10, The Hamilton Project. Brookings Institution: Washington, D.C.; Hajkowicz, S., Reeson, A., Rudd, L., et al. (2016). Tomorrow's digitally enabled workforce. Megatrends and scenarios for jobs and employment in Australia over the coming twenty years. Commonwealth Scientific and Industrial Research Organisation: Brisbane.

44 Flanagan, above, n. 28; Graham & Anwar, above, n. 6.

freelancing and self-contracting.⁴⁵ It is also important to note the substantial oversupply of labour—in some instances in the order of a ratio of 10 jobseekers to one job—identified on some of the major international platforms.⁴⁶ Worker participation in some platform types (e.g. food delivery platforms) may attract specific labour market segments. For example, digital platforms have the potential to reach traditionally less-accessible domestic labour markets such as retirees and students.⁴⁷ This can include international students who may be able to undertake online work without the need for host country work visas. Further, individual engagements with such work may be of short duration, for example lasting less than a year,⁴⁸ or may be a one-off occurrence.⁴⁹

At the same time, women have been found to be proportionally under-represented in platform work. For example, women constitute 11.4% of Deliveroo riders in Belgium,⁵⁰ and 13.8% of US Uber driver-partners in 2012-2014 (compared to 8% in traditional taxi driving).⁵¹ A 2015 study focussing on online freelancing and microwork found the ‘typical’ online worker to be male and under 35 years of age.⁵² A substantial computational analysis of a large global platform mediating digital work in a variety of occupations and heterogeneity of online tasks, after controlling for a number of factors, found that female workers received an hourly rate 37% lower than the rate attained by men.⁵³ Jobs offering a high level of flexibility, such as Uber driving, are found to nevertheless maintain a gender pay gap.⁵⁴ A recent review of female participation in the gig economy identified key characteristics pertaining to high-income countries: namely, less women than men are involved in gig work, they are less likely to do this work on a regular basis and are more likely to exit gig work, and they are paid less than male gig workers.⁵⁵ According to a Royal Society for Arts 2016 United Kingdom labour force survey analysis, women, on the other hand, are more likely to be involved in deriving income from renting out goods such as toys and clothes or property such as spare room, to the extent that the gender distribution is closer to equal.⁵⁶

It is precisely the nuances inherent in gig work that make its prevalence and contours so difficult to measure. The diverse ways in which an individual can participate, coupled with the removal of spatial or organisational boundaries of employment, complicate measurement of the extent of participation in the on-demand economy. Workers can be working at any time, from anywhere in the world, for single or multiple individual clients or businesses and across numerous platforms. This complicates existing labour market distinctions tied to localised jobs and employment. Longitudinal research is required to

45 Degryse C. (2016). Digitalisation of the economy and its impact on labour markets. Working paper 2016.02. European Trade Union Institute: Brussels; Productivity Commission (2016). Digital disruption: What do governments need to do? Australian Government: Canberra.

46 Graham et al., above, n. 33.

47 Graham & Anwar, above, n. 6.

48 Drahokoupil, J. & Piasna, A. (2019). Work in the platform economy: Deliveroo riders in Belgium and the SMart arrangement. Working Paper 2019.01. European Trade Union Institute: Brussels.

49 Drahokoupi & Fabo, above, n. 4.

50 Drahokoupil & Piasna, above, n. 48.

51 Hall, J.V. & Krueger, A.B. (2018). An analysis of the labor market for Uber’s driver-partners in the United States. *ILR Review*, 71(3): 705–732.

52 Kuek et al., above, n. 34.

53 Barzilay, A.R. & Ben-David, A. (2017). Platform inequality: Gender in the gig-economy. *Seton Hall Law Review*, 47(2), 393-431.

54 Cook, C., Diamond, R., Hall, J., List, J.A. & Oyer, P. (2018). The gender earnings gap in the gig economy: Evidence from over a million rideshare drivers. Working Paper No. 24732. National Bureau of Economic Research: Cambridge, MA.

55 Hunt, A. & Samman E. (2019). Gender and the gig economy: Critical steps for evidence-based policy. Working paper 546. ODI: London.

56 Balam, B., Warden, J. & Wallace-Stephens, F. (2017). Good gigs: A fairer future for the UK’s gig economy. Royal Society for the Encouragement of Arts, Manufactures and Commerce: London.

understand the emerging patterns of platform business models and worker participation over time.

Type of industries in which platform work is emerging

Already well established in transportation and food delivery (e.g. Uber and Deliveroo), on-demand gig work is emerging in a wide range of industries including home services, creative industries, care work and professional services. Empirical studies on gig work in Australia and elsewhere have, however, primarily focused on transport services (Uber) or food delivery (Deliveroo, Foodora) platforms.⁵⁷ These platforms are highly visible, frequently accessed by the public, operate in well-established on-demand service industries and attract mainly male workers.⁵⁸ Internationally, there is also a small and growing body of research on crowdworking, notably via Amazon Mechanical Turk and ODesk (now known as Upwork). On these platforms the worker is virtual or invisible to the client, who may be located anywhere in the world. The on-demand work model, however, extends well beyond these industries to other arenas, which in turn involve a range of industry-specific regulatory issues and potential risks. For example, care services undertaken via platforms, such as babysitting, disability and aged care, raise significant new risks related to the safety and quality of care provided to vulnerable members of the community, as well as potential risks to workers who may not be afforded basic insurance cover and work health and safety protections.⁵⁹ In addition to care work, research currently being undertaken by the authors of this report has identified a broad range of industries in which platform work is operational, including the creative industries (e.g., graphic design, writing, photography, videography), information technology (coding, software development), trades (e.g., plumbing, carpentry), psychological counselling, and domestic services (e.g., cleaning; home maintenance).

Motivations of digital platform workers

Digital platforms are highly diverse, not least in terms of business models, structuring, and markets. Relatedly the motivations and experiences of workers are likely to be different across different occupational and industry groups, and in different countries and economies. The motivations of workers who engage in on-demand work in food delivery, transport, clerical and data entry work (notably Olance and Edesk—now Upwork—and MTurk) have been the subject of an increasing number of international studies. There is, however, limited knowledge of the extent to which or how the motivations and educational and demographic backgrounds of those undertaking digital work are distinct from platform workers offering in-person labour hire services in industries such as transportation or care. In addition to type of platform work, factors such as gender and age, for example, are posited to inform motivations around supplementary or primary income generation.⁶⁰ At present, however, research addressing the motivations, experiences, and impacts of the on-demand workforce is only beginning to emerge.

In the research to date, workers cite the need for flexibility or better work-life balance, opportunities for enhancing and broadening skills, and earning an income as prime

57 See, e.g. Goods, C., Veen, A. & Barratt, T. (2019). 'Is your gig any good?': Analysing job quality in the Australian platform-based food-delivery sector. *Journal of Industrial Relations*, 61(4), 502–527.

58 Balam et al., above, n.56.

59 Flanagan, above, n. 28.

60 Kuek et al., above, n. 34.

motivators.⁶¹ In relation to the latter, the emerging empirical literature highlights motivations around supplementing income and/or smoothing inconsistencies in other income streams, and, relatedly, mediating transitions between jobs.⁶² A number of studies consistently indicate that the majority of workers in developed countries who engage in platform work do so to supplement the income they earn from traditional employment.⁶³ For example, in European countries, between 9% and 12% of the population occasionally use gig work to supplement other earnings.⁶⁴

Motivations in terms of supplementary or primary income generation are likely to vary according to a number of further informing factors, including gender, age and type of platform work.⁶⁵ Interviewees in a study of workers on a UK crowdsourcing platform, for example, highlighted these motivations, noting in some cases a turn to platform work in response to specific upheavals in employment, for example resulting from redundancy, health issues affecting usual employment, and additional/unexpected caring responsibilities.⁶⁶ While many workers in the Global North participate to supplement income earned from more traditional forms of employment, for workers in developing economies gig work has been found to offer a potential avenue out of poverty.⁶⁷ Whether gig work provides a viable work option for the long term unemployed or other vulnerable individuals in Australia is currently unknown. The barriers to entry to digital platform work are often considered low due to high levels of smart phone ownership and internet access in Australia. However some kinds of work which require, for example, ownership of a private car, access to high quality technology, or particular qualifications in order to register with a platform, may create challenges for individuals with fewer resources or low levels of formal education.⁶⁸

Benefits and risks of participation

Consistent with the research on the motivations of workers participating in digital platform work, studies examining the experiences of workers cite earning additional income as one benefit of platform work. For most, platform work supplements income earned from other traditional forms of employment,⁶⁹ and those most likely to participate in platform work are lower income earners, already in paid employment.⁷⁰ For some, however, benefits of platform work include access to income-generating opportunities that may not otherwise be available. For example, as Graham et al have documented,⁷¹ workers can escape local labour markets where employment opportunities are limited and practice skills arbitrage by selling their labour to the highest paying employers irrespective of location. Their research in Sub-Saharan Africa and South-east Asia, showed that migrants, those lacking educational

61 Barnes, S., Green, A., & de Hoyos, M. (2015). Crowdsourcing and work: Individual factors and circumstances influencing employability. *New Technology, Work and Employment*, 30(1), 16-31.

62 Hall & Krueger, above, n. 51; Kuek et al., above, n. 34.

63 Pesole et al., above, n. 5.

64 Huws et al., above, n. 41.

65 Kuek et al., above, n. 34.

66 Barnes et al., above, n. 61.

67 Graham, M., Hjorth, I. & Lehdonvirta, V. (2017). Digital labour and development: Impacts of global digital labour platforms and the gig economy on worker livelihoods. *Transfer*, 23(2), 135-162.

68 Gadiraju, U., Checco, A., Gupta, N., & Demartini, G. (2017). Modus operandi of crowd workers: The invisible role of microtask work environments. *Proceedings of the ACM on Interactive, Mobile, Wearable and Ubiquitous Technologies*, 1(3).

69 Florisson & Mandl, above, n. 3.

70 Smith, A. (2016). Gig work, online selling and home sharing. Pew Research Center, 17; Balam et al., above, n.56; Huws et al., above, n. 41.

71 Graham et al., above n. 67.

qualifications and women with caring responsibilities also benefited from access to previously unavailable work opportunities. At the same time, platform work enables labour arbitrage in which employers are not restricted to local labour markets. Workers who provide digital labour are subject to a largely unregulated global labour market and international competition conducive to very low remuneration and high self-exploitation. Platform workers may be forced to accept unfavourable terms and bear substantial risk associated with insecure employment.⁷²

Further, Beerepoot and Lambregts,⁷³ in their extensive study of detailed worker profiles on one of the largest international-facing freelancing platforms, demonstrate that workers face active racial and gender discrimination. Similarly, it appears that workers in the Global South face both subtle and blatant discrimination, including ‘statistical discrimination’ where it is assumed that workers from marginalised countries produce lower quality work.⁷⁴ They find that country of origin/residence and gender, as opposed to skill and experience, determine levels of remuneration, just as some posted jobs explicitly refuse bids from specific countries. Non-payment is a further risk. Professional workers face competition from lay workers and unpaid digital labour along with de-professionalisation resulting from the reorganisation of work into micro-tasks.⁷⁵ It is important to note that worker competition is encouraged in the design of platforms,⁷⁶ for example in the bidding and rating systems. This is not to say that workers on digital platforms do not collaborate or support each other;⁷⁷ rather, structural forces favour/encourage competition. At the same time, platform workers lack bargaining power and are often unable to negotiate hourly rates.⁷⁸ Further, much platform work is routine.⁷⁹ Empirical evidence points to worker alienation, not least in terms of an understanding of the bigger picture—how a given task is connected to a larger project—and limited opportunities for upgrading skills.⁸⁰ Concurrently, platform work can undermine the social function of work,⁸¹ just as employment can become detached from local regulatory and moral norms.⁸²

Flexibility is cited as a key motivation and benefit,⁸³ and platform workers report experiencing both spatial and temporal flexibility.⁸⁴ Platform workers can choose when to log on and which gigs to accept, providing a sense of autonomy and control over working hours. Further, workers engaged in solely online tasks are not constrained by location. The benefits of flexibility are both structurally and culturally constrained. Structural constraints encompass the availability of work and the worker’s level of dependency on platform work, while cultural constraints encompass, for example, presenteeism.⁸⁵ Importantly, detrimental effects associated with non-standard work schedules characterising freelance work in general are thought to apply to freelance platform work, with the added, distinctive pressure

72 Coyle, above, n. 10; Graham et al., above n. 67.

73 Beerepoot & Lambregts, above, n. 31.

74 Graham et al., above, n. 33.

75 Degryse, above, n. 31.

76 Graham & Anwar, above, n. 6.

77 See, e.g., Wood, A.J., Lehdonvirta, V. & Graham, M. (2018). Workers of the Internet unite? Online freelancer organisation among remote gig economy workers in six Asian and African countries, *New Technology, Work and Employment*, 33(2), 95-112.

78 Graham et al., above n. 67.

79 Beerepoot & Lambregts, above, n. 31.

80 Graham et al., above n. 67.

81 Degryse, above, n. 31.

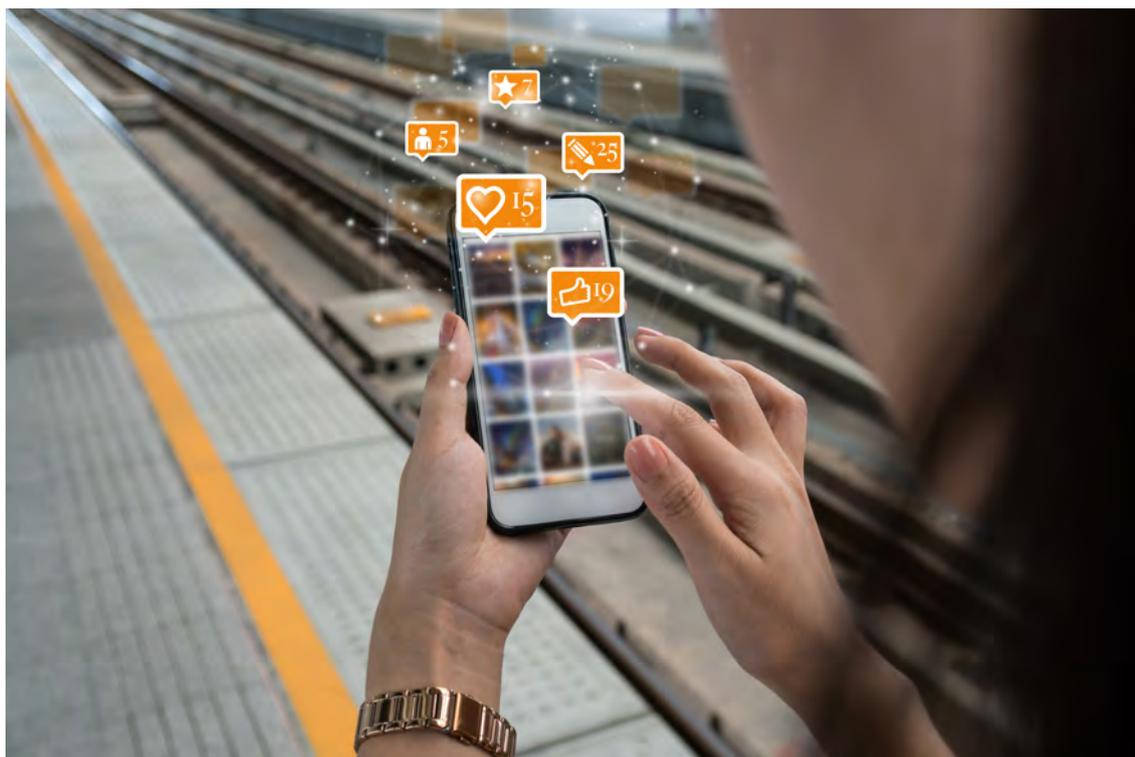
82 Graham et al., above n. 67.

83 Huws et al., above, n. 41.

84 Wood et al., above, n. 8.

85 Lehdonvirta, V. (2018). Flexibility in the gig economy: Managing time on three online piecework platforms. *New Technology, Work and Employment*, 33(1), 13-29.

of the imperative to be always ‘logged-in’,⁸⁶ according to the expectations of permanent availability that has become a job proficiency standard in online work.⁸⁷ Crowdworkers report that the difficulties associated with communicating with platform personnel, unexplained terminations, and regular changes to payment systems were sources of stress and grievance.⁸⁸ Because the nature of platform work is heterogeneous, responses, including regulatory policies, cannot be implemented uniformly, but must be tailored to the particular risks faced by workers, and in particular locations, and perhaps also in relation to particular client groups.



86 Shevchuk, A., Strebkov, D. & Davis, S.N. (2019). The autonomy of paradox: How night work undermines subjective well-being of internet-based freelancers. *ILR Review*, 72(1), 75-100.

87 Pongratz, H.J. (2018). Of crowds and talents: Discursive constructions of global online labour. *New Technology, Work and Employment*. 33(1), 58-73.

88 Huws et al., above, n. 41.

3 Survey methodology

Objectives of the survey

The objectives of the survey were to identify the prevalence of gig work in Australia, investigate the characteristics of gig workers and understand their patterns of participation. All survey respondents were asked if they had earned or attempted to earn money through digital platforms, either through work that is internet-based or performed at a specific location, or alternatively by selling, renting out or licensing goods or other property. All respondents were also asked if they had attempted to obtain labour, goods or other property through a digital platform, and if this had occurred within the last 12 months.

Respondents who had sold, rented out or licensed property through platforms in the previous 12 months were asked several further questions about the specific platforms they used, the duration of their engagement, the income earned, and the hours spent on those activities.

Respondents who had worked or offered services through digital platforms more than 12 months ago were asked further questions in relation to the specific platforms they used, when they first started, how often they provided services, the income they earned, and reasons for not providing services in the last 12 months.

Respondents who indicated experience performing platform work within the last 12 months (current workers) were the primary focus of the survey and they answered the most questions, both in relation to their main platform as well as all platforms (if they worked on multiple platforms). The period of 12 months for current platform workers was chosen to facilitate accurate recall. Specifically, these respondents answered questions about offering or providing services in relation to:

- › the specific platforms through which they had sought or provided work;
- › how long ago they first started;
- › how often they were engaged;
- › how many hours per week they spent working or offering services;
- › the income they earned;
- › their motivations for deciding to work or offer services;
- › the kind of work they most commonly offered or performed;
- › the basis for payment by the platform;
- › the operations of the platform;
- › the location of clients;
- › where they were located while completing tasks;
- › the extent to which they used their skills, experience or qualifications;
- › their satisfaction with aspects of the work; and
- › any other comments they wished to make about their experiences.

For all survey respondents, background demographics were collected, including age, employment status, occupation, industry, gender, postcode, highest level of education, household type and number of dependants, taxable income, Australian residency status, whether they speak a language other than English at home, Aboriginal and/or Torres Strait Islander status, and disability status.

Definition of digital platform work

For the purposes of the survey, and drawing on the literature, the research team identified five methods of earning income through digital platforms, of which the final two can be regarded as digital platform work:

- 1 **Selling** products or your own possessions, or licensing creative works, through online marketplaces.
- 2 **Renting** out premises to someone else through digital platforms.
- 3 **Leasing** out your campervan, parking space, car (but not driving it) or other goods such as tools, toys or dresses, to someone else through digital platforms.
- 4 **Working or offering services** through digital platforms where the platform matches you with the client and you are paid via the platform and you perform the work IN PERSON, at a SPECIFIED LOCATION, rather than via the internet.
- 5 **Working or offering services** through digital platforms, where the platform matches you with the client and you are paid via the platform, but the work is COMPUTER OR INTERNET-BASED, rather than done at a specific location.

In order to avoid the potential problems of panel participants seeing the completion of online surveys as ‘digital platform work’, or of respondents answering questions in relation to activities undertaken on platforms on behalf of their usual employer, we included the following statement:

For the purposes of this survey, please do NOT include the completion of online surveys like this one in any of your responses. Also, please do NOT include use of digital platforms on behalf of your employer or organisation. We are interested in personal participation only.

Target population and sample

The target number of responses was between 14,000 and 15,000. As digital platform work requires access to the internet, the population of interest was adult Australian internet users over 18 years of age. The sample was constructed to be nationally representative using Australian Demographic Statistics (ABS, June 2018) to stratify the sample according to gender, age and State/Territory. The Online Research Unit (ORU), an Australian-based online research panel provider, provided the sample. The online survey was designed using Qualtrics survey software, branded as a university research survey and hosted on a secure Qualtrics server through the QUT Business School account.

Acknowledged limitations of online surveys include that some respondents may falsify their demographic information and that the survey may suffer from coverage error, which is the difference between the defined target population of interest and the population frame used for the study.⁸⁹ That is, it cannot be known for certain whether the survey respondents were equally, more, or less likely to have participated in digital platform work than if an alternative sampling frame had been adopted (for example, a household survey). In order to mitigate these general limitations of panel surveys, the ORU adopts a range of techniques to ensure the integrity of its research panel, such as predominantly recruiting offline and only sending incentives and participation rewards by post. Further strategies to enhance representativeness were implemented by the project team following data collection. These additional strategies are described below under the heading of *Field Work*. Methodological comparisons of panel surveys and telephone surveys show that panels can produce more reliable and consistent data estimates.⁹⁰ Further advantages of using an existing research panel are speed and the ability to easily stratify the sample, such as by age, gender and location. Online panels are increasingly being used by governments and businesses as an alternative to telephone interviewing for surveys.

Ethics approval

Approval from the QUT Human Research Ethics Committee was obtained on 12 March 2019 [No. 1900000128]. As part of the approval process, the researchers gave assurances that the survey would be free from undue influence from research sponsors and stakeholders. As a requirement of ethics approval, survey participants were assured that their responses would remain confidential and anonymous.

89 Couper, M. P. (2000). Web surveys: A review of issues and approaches. *Public Opinion Quarterly*, 64(4), 464-494.

90 Braunsberger, K., Wybenga, H. & Gates, R. (2007). A comparison of reliability between telephone and web-based surveys. *Journal of Business Research*, 60(7), 758-764.

Instrument design

In February 2019, the research team, in collaboration with Victorian Government staff and the On-Demand Workforce Inquiry Chair, Ms Natalie James, prepared a draft survey instrument. It was informed by an extensive literature review and similar surveys undertaken in Europe.⁹¹ The final survey design took into account Australia's distinctive workplace relations frameworks and went beyond existing surveys by asking more detailed questions about both current and previous participation.

In late February and early March 2019, cognitive testing on the draft instrument was conducted, using individuals who represented the diversity of those likely to complete the survey and who had participated (or not) in a range of different types of platform work. Following the cognitive testing, minor changes were made, mostly to items relating to the types of platform-related work undertaken and motivations for doing such work.

A small online pilot was conducted in mid-March 2019 using 18 volunteers from the researchers' networks. The purpose of this pilot was to test the programming of the online survey, identify errors and estimate completion times. Following this initial testing, further minor changes to the survey design were made, including simplification of some wording; the addition of tester-identified platforms; more questions in the section on platform work undertaken more than 12 months ago; correction of spelling errors; and adjustments to the inbuilt survey logic. Changes were designed to maximise participation by simplifying and improving the survey experience.

The online survey was branded as a university research survey and distributed by ORU. One working day prior to survey launch, the project team, with the assistance of ORU, distributed the online survey to an initial 100 participants as a 'soft' launch to test the final survey changes and ensure the approach to the distribution of the survey and associated links were working as anticipated. No substantial changes to the questionnaire were made following this test.

The final questionnaire administered for the research is provided in Appendix A.

Field work

The survey was launched online on 21 March 2019. Australians registered with ORU over the age of 18 were invited to take part in the survey. Survey respondents were asked an initial question to gain their consent to participate, then further questions to determine age, gender and location. A small number of respondents stated that they were under 18 or 75 years and over and were subsequently screened out. Survey responses were monitored daily to check age, gender and location targets against Australian Demographic Statistics (ABS, June 2018). The quota for all male and female respondents aged 18-74 was achieved on 21 April 2019 and the survey was closed.

In total, 18438 panel members were invited to participate in the survey. Of these, 1318 panel members declined to consent to take part in the survey after reading the introductory information page. An additional 2708 respondents were screened out due to: being outside the 18-74 age range (315 respondents); having already reached the desired quota for their stratum (1567); duplicate values (567); incomplete responses (337); insufficient effort (248);

⁹¹ The COLLEEM survey covered 14 EU Member States: Germany, Netherlands, Spain, Finland, Slovakia, Hungary, Sweden, United Kingdom, Croatia, France, Romania, Lithuania, Italy and Portugal.

and missing and designated IDs (11). An additional 337 respondents began but did not complete the survey (see Appendix B).

There were 14013 usable responses, which includes valid answers to whether the respondent had earned money through digital platforms and essential demographic information (age, gender, State/Territory). Some items may have a lower number of responses due to respondents choosing not to answer that question or selecting 'prefer not to answer'. The sample is broadly representative by gender, age and State/Territory. However, the sample overrepresented respondents with a university qualification and underrepresented respondents with no post-school qualification. The survey also overrepresented respondents living in major cities and underrepresented respondents in remote areas.

Given that highest education level and remoteness (along with age, gender and State/Territory) are known correlates of internet usage,⁹² we calculated weights to adjust the sample to take into account highest education level as well as gender, age and State/Territory in order to compare weighted and unweighted proportions of participation levels (see Appendix C). For example, the proportion of Australians who earned some income through digital platforms was 55.6% in the weighted sample and 54.3% in the unweighted sample and the proportion of all survey respondents who earned any income through digital platform work was 12.3% in the weighted sample and 13.1% in the unweighted sample. Due to these small differences (less than 1% on all measures of participation), and for ease of interpretation, unweighted results have been presented throughout this report.

Qualitative responses

A number of survey items allowed respondents to either select from pre-existing categories or choose 'other' and enter a free-text response. In each of these cases, the free text responses were sorted and compared against the pre-existing survey categories. Where similar to an existing category, the response was counted against that category. Where the response was incomplete or not a valid response to the question, it was excluded, and where valid and unique it was counted as 'other'. Where unique responses were given by multiple respondents, a new category was developed.

For example, although an extensive list of common platforms was provided within the survey, respondents could nominate 'Other' platforms, such as in the question: *In the last 12 months, through which digital platforms did you work or offer services?*

All 'other' platforms listed in response to these questions were compared to and counted against the pre-defined platform list. Internet searches were conducted to confirm that all other nominated platforms were genuine platforms. These were counted in the response code 'other', or if they appeared 5 or more times, were listed as a separate platform.

A similar approach was taken to coding the free text 'other' responses to the question: *Which of the following best describes the type of work or services you most commonly offered through the main digital platform?* After excluding incomplete responses or responses related to selling and renting out rather than work, and mapping like responses back to the pre-existing categories, the remaining responses were collated into two new

⁹² Australian Bureau of Statistics (ABS) (2018). Household use of information technology, Australia, 2016-17. Cat. no. 8146.0. ABS: Canberra, Table 1.

categories of work: 'Education', including online tutoring and teaching work; and 'Personal Services', including work such as online fitness coaching, massage; and adult entertainment.

Three survey items provided for free text responses without pre-existing categories. Responses to these items were thematically analysed and coded to identify common themes that are presented in Part 5 of this report.

Focus of analysis

The main aim of the survey was to understand the extent to which individuals in Australia currently earn an income by working or offering their services through digital platforms. The survey also gathered data on individuals who have previously participated in digital platform work but no longer do so, and survey respondents as consumers of services offered through digital platforms. Data was also gathered on survey respondents who had earned money through selling, licensing or renting out goods or other property through digital platforms. It is acknowledged that earning money by selling, licensing or renting out goods may also involve aspects of work (such as cleaning premises that are being rented out, or preparing creative works for online distribution). However, for the purposes of this study, those performing such activities were distinguished from the primary group of interest – those who offer their services (labour) for hire through digital platforms, either currently or in the last 12 months (Parts 4 and 5) or previously but not within the last 12 months (Part 6). Findings in relation to earning money through digital platforms is presented in Part 7. This includes those who sell, license or rent out goods or other property. Information on the extent to which survey respondents are consumers of goods and services offered through digital platforms is presented in Part 8.



4 Prevalence and patterns of digital platform work in Australia

This part looks at the extent to which survey respondents in Australia have offered services or undertaken work through digital platforms either currently or in the past. Throughout the results, 'current participation' refers to participation within the past 12 months.

This part addresses the following research questions:

- 1 What is the prevalence of earning an income through digital platforms?
- 2 What demographic patterns are evident in participation in digital platform work?
- 3 What is the likelihood of participation in digital platform work?

Prevalence of earning an income by working through digital platforms

Of those surveyed, 13.1% indicated that they have, at some time, participated in digital platform work (Table 1).

A substantial minority continue to do so – 7.1% of respondents were currently offering services or doing work mediated by a digital platform or they had done so within the last 12 months.

The total participation rate of 13.1% is broadly consistent with survey findings from Europe. For example, 12.6% of the United Kingdom's population of internet users undertake platform work, and in Spain 15.1% do so, Germany 11.8%, Netherlands 10.6% and France 8.8%.⁹³ The Australian participation rate is larger than suggested by some previous estimates,⁹⁴ which were based on extrapolations from figures published by platform businesses. Prior estimates also date back to 2015–16, when it seems likely that there were many fewer platform workers and indeed fewer platforms.

Although the survey presents data from a single point in time, the fact that the proportion of respondents reporting current or recent participation was higher than those reporting participation at any point in the past might suggest that the rate of participation has increased compared to previous years. Taken together with the data on duration of participation noted later in this report, there are also signs of significant turnover amongst participants.

Table 1 Current, previous or no engagement with work through digital platforms (n=14013)

Earns income working or offering services through a digital platform	N	%
Has never earned an income working or offering services through a platform	12186	86.9
Has previously earned an income working or offering services through a platform but not in the last 12 months	839	6.0
Currently or in the last 12 months has earned an income working or offering services through a platform	988	7.1
Total	14013	100

The majority (86.9%) of survey respondents indicated they neither currently nor formerly participated in digital platform work of any kind (Table 1).

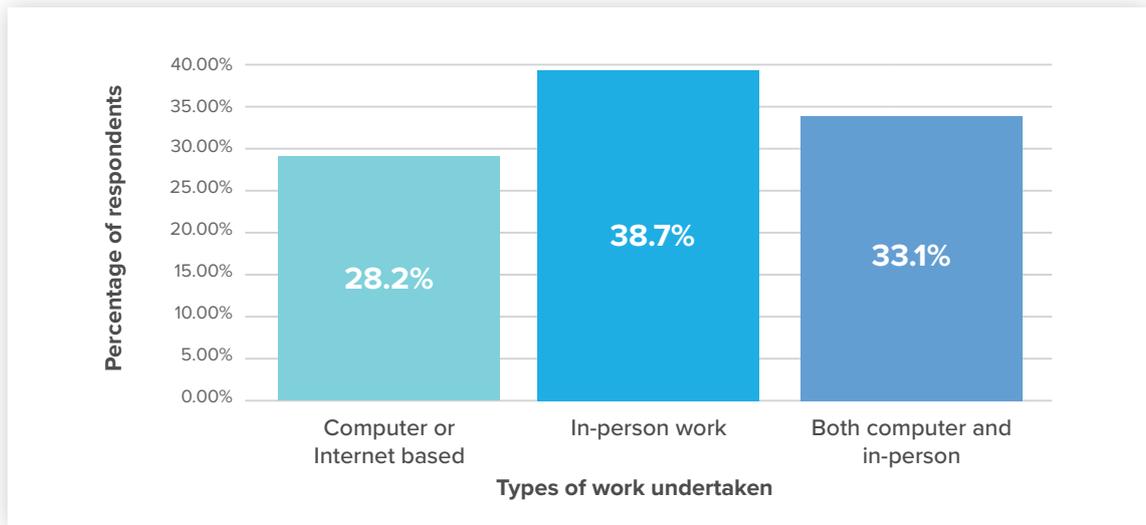
⁹³ Pesole et al., above, n. 5.

⁹⁴ See, e.g., Minifie, above, n. 7, 33-34; Deloitte Access Economics (2017). Developments in the collaborative economy in NSW. Deloitte Touche Tohmatsu: Sydney, 4-6.

Figure 1 shows the proportion of workers undertaking different types of work, either in person at a specified location, or work that is computer or internet based.

Of the 1827 respondents who had undertaken digital platform work either currently or more than 12 months ago, 28.2% said they had done work that was computer or internet-based but *not* in-person work and 38.7% had done in-person work at a specified location but *not* computer or internet-based work. Almost exactly one-third of platform workers (33.1%) had undertaken *both* types of platform work at some time.

Figure 1: Participation by type of digital platform work (n=1827)



Participation in digital platform work by demographic characteristics

The demographic characteristics of survey respondents who had earned an income through working or offering services through digital platforms are provided in Table 2. Respondents who earned money through selling, renting out or licensing goods or other property via platforms such as Gumtree, Airbnb, or iStock, but did not earn an income working through digital platforms, are included in the 'No' column in this table.

The results presented in Table 2 show that higher proportions of younger people (aged 18-34) and males were working through digital platforms. In terms of location, New South Wales had the highest levels of participation in digital platform work at 14.3% (7.9% current and 6.4% previous). In comparison, 13.8% of Victorians had undertaken platform work, with 7.4% currently doing so. High proportions of Aboriginal and Torres Strait Islanders were also found to have participated although the number of respondents in this category was small and hence subject to high margins of error. Respondents who were students or unemployed also had higher participation rates than those who were employed, retired, full-time homemakers or volunteers. Those with higher levels of education (particularly bachelor or postgraduate degrees) were also more likely to work through digital platforms than respondents with lower levels of education.

Table 2 Participation in digital platform work by demographic characteristics (n = 14013)

		Have you earned income by working or offering services through digital platforms?			N
		No	Yes but not in the last 12 months	Yes, currently or within the last 12 months	
Age	18-34	80.0	9.0	11.0	4731
	35-49	85.6	6.0	8.4	3885
	50-64	93.2	3.3	3.5	3535
	65-74	95.7	3.1*	1.1*	1854
Gender	Female	90.6	4.4	5.0	6943
	Male	83.4	7.5	9.1	7036
State or Territory	Australian Capital Territory	86.1	6.1**	7.8*	244
	New South Wales	85.7	6.4	7.9	4453
	Northern Territory	92.1	N<5	5.0**	139
	Queensland	88.3	5.6	6.1	2809
	South Australia	89.0	4.2*	6.8*	1001
	Tasmania	88.4	6.1*	5.5*	311
	Victoria	86.2	6.4	7.4	3642
	Western Australia	88.3	5.7*	5.9*	1414
Location	Major cities	85.7	6.5	7.8	11196
	Inner regional	93.0	3.4*	3.6*	1876
	Outer regional	91.6	4.5*	3.9*	726
	Remote	89.5	6.5**	4.0**	124
	Very remote	90.6	N<5	N<5	32
Living with a disability	No	87.3	5.9	6.8	12909
	Yes	85.6	6.5*	7.9*	868
	Prefer not to say	76.2	10.0*	13.9*	231

		Have you earned income by working or offering services through digital platforms?			
		No	Yes but not in the last 12 months	Yes, currently or within the last 12 months	N
Aboriginal or Torres Strait Islander	Yes	73.1	10.0*	16.9*	201
	No	87.4	5.9	6.8	13640
	Prefer not to say	72.9	10.8*	16.3*	166
Non-English speaking background	Yes	77.2	9.8	13.0	2537
	No	89.4	5.1	5.6	11337
	Prefer not to say	69.9	11.8*	18.4*	136
Highest education level	Less than Year 12	91.8	3.3*	4.8*	784
	Year 12 or equivalent	91.9	4.0*	4.1*	1821
	Vocational qualification	89.3	4.7	6.0	4161
	Bachelor degree	83.1	8.0	8.9	4190
	Postgraduate qualification	85.0	6.9	8.1	3051
Labour force status	Employee or self-employed	85.5	6.5	8.0	9650
	Unemployed	79.3	7.4*	13.2	363
	Student	77.9	9.8*	12.3*	642
	Retired	95.7	2.7*	1.5*	2222
	Full-time homemaker, or unpaid carer	90.1	5.9*	4.0*	677
	Volunteer	85.5	5.8**	8.7**	138
	Other, not in the labour force	91.6	3.5**	4.8**	311
Household status	Single, no children	85.8	6.5	7.8	3983
	Single with at least one child living with you	85.6	6.5*	7.9*	582
	Couple without children	84.5	7.2	8.3	3270
	Couple with at least one child living with you	85.9	6.1	8.0	3609
	Couple with children who do not live with you	94.4	3.1*	2.4*	2107
	Other	92.0	4.0*	4.0*	450

Note: ** Relative Standard Error > 25% * Relative Standard Error > 10% Unweighted N=14013

Likelihood of participation in platform work

Consistent with the patterns of participation described in Table 2 (demographics), further analysis⁹⁵ confirms that younger people (18-34 years of age) were more likely to participate in platform work, and that individuals were less likely to participate in platform work as they age. Results are similar for former platform workers, except that the likelihood of having participated increased slightly again among those between 65-74 years of age.

Gender is a statistically significant indicator of participation in platform work. Even taking into consideration that overall in Australia men have a higher labour market participation rate than women, female respondents were only half as likely as males to work on digital platforms.

State or Territory of residence did not significantly affect the likelihood of platform work; but location did. Respondents in regional and remote areas were less likely than those in a major city to be current or former platform workers.

Citizenship status had a large impact on the odds of participating in platform work, especially for current platform workers. Relative to Australian citizens, temporary residents were three times more likely to be a current platform worker and twice as likely to have been a former platform worker (more than 12 months ago). Permanent residents were 1.7 times more likely than Australian citizens to be current or former platform workers.

People who speak a language other than English at home, Aboriginal and Torres Strait Islanders, and respondents with a disability were all more likely to be current platform workers than respondents without those characteristics. These results were consistent for former platform workers. Results for Aboriginal and Torres Strait Islanders need to be interpreted with caution, however, given the small number of respondents (n=201).

Although higher levels of education appear to predict participation in platform work (see Table 4), these results also need to be interpreted with caution. As noted in Part 3, the sample over-represented respondents with a university qualification and under-represented respondents with no post-school qualifications.

Labour force status also had an impact on the likelihood of engaging in platform work. Unemployed respondents and volunteers were two times more likely than individuals who were employed/self-employed to be current platform workers. Students were 1.3 times more likely than employed/self-employed individuals to be current platform workers. Further analysis using these demographic characteristics is presented throughout this report.

⁹⁵ See Appendix D, Table D.1 for results of multi-nominal regression analysis.

5 Current participation in digital platform work

Part 4 summarised the characteristics of survey respondents who indicated that they had at some stage undertaken work through a digital platform. It included those who were currently working or had recently done so (within the last 12 months), and those who participated at any time prior to 12 months ago.

This part takes a detailed look at respondents who were currently (or in the last 12 months) working through digital platforms. It presents data on respondents who worked or offered services where the work was computer or internet-based, or services which were provided or offered in-person.

The focus is on the digital platforms that people in Australia access, and the types of work they undertake through these platforms. This part also reports on workers' experiences of digital platform work, such as hours of work, location of work, earnings, conditions, and motivations and satisfaction with digital platform work.

The analysis that follows answers the following research questions in relation to work performed by current platform workers on their *main* platform:

- 1 What are the most common platforms through which platform work is undertaken?
- 2 What are the experiences of current digital platform workers on their main platform?
- 3 What are the payments and earnings for work undertaken through the main platform?
- 4 How much time do workers spend on the main platform?
- 5 What are the operational features of workers' main platforms?
- 6 To what extent are previous skills used on the main platform?
- 7 What is the location of workers and clients on the main platform?
- 8 What satisfaction levels do workers report on their main platform?

This part also addresses key issues associated with platform work *overall*:

- 1 What is the duration and frequency of platform work?
- 2 What income is derived from digital platform work overall?
- 3 What are the motivations for workers to participate in platform work?

Most common platforms

The five most common platforms used by current platform workers within the last 12 months were Airtasker (34.8%), Uber (22.7%), Freelancer (11.8%), Uber Eats (10.8%) and Deliveroo (8.2%). Table 3 shows the percentage of current workers who worked or offered services through each platform and demonstrates the wide variety of platform businesses through which survey respondents currently seek and/or undertake work.

Table 3 also suggests that the platforms on which people most commonly worked were those offering transport and food delivery work. Transport and food delivery platforms were selected over 600 times by respondents (more than one platform could be selected), and there were eight different platforms currently being used by transport and delivery drivers to earn an income.

'All other platforms' included a further 68 platforms nominated less than three times each. Excluded from the table are responses where the data was invalid because it was incomplete, could not be verified as a genuine platform, nominated selling, renting or licensing platforms rather than those involving work (23), or identified social media sites (94) rather than platforms that mediated work.

Table 3 Platforms used currently or within last 12 months

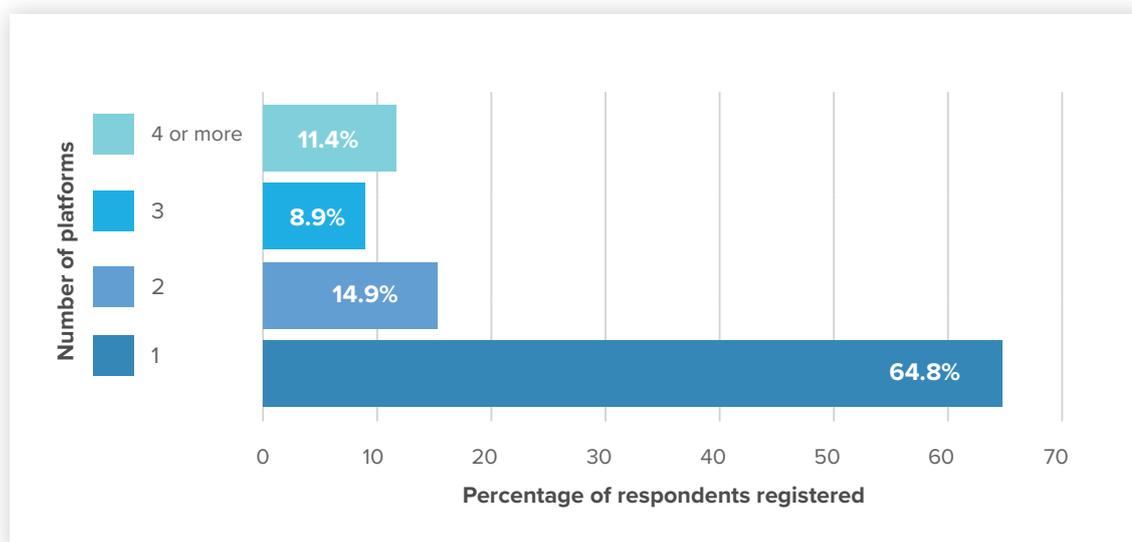
Platform	Type(s) of work performed on the platform - Category	Count	%
Airtasker	All categories	348	34.8%
Uber	Transport & food delivery	228	22.7%
Freelancer	Clerical & data entry; creative & multimedia; writing & translation; sales & marketing; software development; professional services	118	11.8%
Uber Eats	Transport & food delivery	108	10.8%
Deliveroo	Transport & food delivery	82	8.2%
Ola Cabs	Transport & food delivery	72	7.2%
Upwork**	Clerical & data entry; creative & multimedia; writing & translation; sales & marketing; software development; professional services	62	6.2%
Fiverr	Creative & multimedia; writing & translation; sales & marketing; software development & technology	60	6.0%
Amazon Turk	Software development & technology; clerical & data entry	55	5.5%
Foodora	Transport & food delivery	52	5.2%
Taxify	Transport & food delivery	52	5.2%
MadPaws	Caring	45	4.5%
Sidekicker	Clerical & data entry; odd jobs & maintenance; sales & marketing	35	3.5%
Care.com	Caring	34	3.4%
Guru	Clerical & data entry; creative & multimedia; writing & translation; sales & marketing; software development; professional services	34	3.4%
Careseekers	Caring	33	3.3%
Hipages	Skilled trades	30	3.0%
ODesk**	Clerical & data entry; creative & multimedia; writing & translation; sales & marketing; software development; professional services	30	3.0%
PeoplePerHour	Clerical & data entry; creative & multimedia; writing & translation; sales & marketing; software development.	25	2.5%
Oneflare	Odd Jobs & Maintenance; Creative & Multi-media; Skilled Trades	25	2.5%
99designs	Creative & Multi-media	24	2.4%
TaskRabbit	Odd jobs & maintenance	22	2.2%
Lyft	Transport & food delivery	21	2.1%
Helping	Odd jobs & maintenance	18	1.8%
Mable	Caring – disability care	17	1.7%
Dribbble	Creative & multimedia	12	1.2%

Platform	Type(s) of work performed on the platform - Category	Count	%
Toptal	Professional services; software development; creative & multimedia	9	0.9%
GLG	Professional services	8	0.8%
Pawshake	Caring	8	0.8%
Rev	Writing & translation; clerical & data entry	8	0.8%
Hireup	Caring	6	0.6%
Sherpa	Transport & delivery	4	0.4%
Appen	Writing & translation; clerical & data entry	3	0.3%
TRIBE	Sales & marketing	3	0.3%
All other platforms		78	7.7%

Respondents could select more than one platform. ** Upwork was formerly oDesk; however, both are reported here as separate platforms reflecting the responses from survey participants.

Approximately one-third of current platform workers were working across multiple platforms, including 11.4% who were registered with four or more platforms (see Figure 2).

Figure 2 Proportion of participants working across numbers of platforms



Experiences of current digital platform workers on their main platform

Current platform workers were asked to nominate the main platform they used. The distribution of main platforms was very similar to that of all platforms currently used (see Table 3); that is, Airtasker, Uber, Freelancer and Uber Eats were most commonly cited as the main platform. When asked to specify the type of work they did through their main platform, transport and delivery driving was again most frequently nominated - 18.6% of respondents provided transport or food delivery services (see Table 4).

Professional services work (such as financial, legal and consulting services) was also frequently indicated as the type of work performed through the main digital platform (16.9% of respondents) (Table 4). This is consistent with Table 3, which shows 11.8% of current platform workers worked through Freelancer and 6.2% through Upwork. A further four platforms were being used to do professional services work.

Over 10% of current workers were doing odd jobs or maintenance work through digital platforms. This was most likely to be through the most popular platform Airtasker, listed by 34.8% of current workers. Although only 7% of current platform workers said they did care work through digital platforms, six different care platforms were identified, including several providing pet care services only.

Table 4 Type of work performed through main digital platform

Type of digital platform work		N	%
Transport and food delivery	(e.g., taxi services; food delivery; package or goods delivery)	183	18.6
Professional services	(e.g., accounting; consulting; financial planning; legal services; human resources; project management)	167	16.9
Odd jobs and maintenance work	(e.g., running errands; general maintenance duties; removalist work)	113	11.5
Writing and translation	(e.g., academic writing; article writing; copywriting; creative writing; technical writing; translation)	89	9.0
Clerical and data entry	(e.g., customer service; data entry; transcription; tech support; Web research; virtual assistant)	77	7.8
Creative and multimedia	(e.g., animation; architecture; audio; logo design; photography; presentations; voice overs; video)	76	7.7
Software development and technology	(e.g., data science; game development; app, software or web development; server maintenance; web scraping)	71	7.2
Caring	(e.g., aged or disability care; pet services; babysitting; nanny services)	69	7.0
Skilled trades work	(e.g., carpentry; plumbing; electrical work)	57	5.8
Sales and marketing support	(e.g., social media marketing; ad posting; lead generation; search engine optimisation; telemarketing)	49	5.0
Education	(e.g., tutoring; teaching; mentoring; online coaching)	12	1.2
Personal services	(e.g., sport/fitness coaching; massage; adult entertainment; tattoo and piercing)	9	0.9
Unknown or insufficient detail		14	1.4
Total		986	100

A series of further analyses of the type of work by demographic characteristics revealed that age was significantly associated with type of platform work, as was gender, non-English speaking background and residency status.⁹⁶

Transport and food delivery workers were more likely to be 18-34 years of age than other age groups. Professional service workers and creative and multimedia workers were more likely to be in the older age category of 50- 64 years old, whereas clerical and data entry workers were more likely to be in the age category of 35-49 years.

Workers in clerical and data entry, sales and marketing support, writing and translation, and caring were more likely to be women. In contrast, software development and technology workers, transport and food delivery workers, and skilled trade workers were more likely to be men. These patterns suggest that digital platform work may replicate the gender-based occupational segregation that occurs in the wider labour market.

Transport and food delivery workers were significantly more likely to indicate temporary residency status and were less likely to be Australian citizens. Sales and marketing workers were also more likely to be temporary residents. This was not the case for professional service workers and clerical and data entry workers.

Transport and food delivery workers, and sales and marketing workers, along with software development and technology workers, were also more likely to speak a language other than English at home.

No significant differences were found across type of work in relation to disability. Aboriginal or Torres Strait Islander status also did not differ across type of work.

Overall, State/Territory location was significantly associated with type of platform work although specific interpretations were made difficult due to the small number of individuals who engaged in particular forms of work in each State, especially in the smaller population States. There were no worker categories which were over-represented or under-represented in Victoria.

Transport and food delivery workers had a high likelihood of working on three platforms, or four or more platforms, and were significantly less likely to be working on just one platform.

Payment and earnings for work undertaken through the main platform

Current platform workers were asked questions about the payment processes and amounts they were paid for the performance of work through their main digital platform: that is, the platform on which they had spent the most time offering their services and doing work.

As presented in Table 5, most workers (59.0%) were paid via the platform for each completed task or job, while 22% were paid for the hours they worked.

96 A series of Chi-square tests were conducted to determine if demographic categories were related to the type of work performed on the main platform. Results are reported only where cell sizes were large enough to make confident assertions. Age: $\chi^2(39, n = 994) = 66.39, p < .05$; gender: $\chi^2(13, n = 988) = 101.47, p < .001$; residency status: $\chi^2(26, n = 961) = 50.78, p < .05$; non-English speaking background: $\chi^2(13, n = 967) = 41.01, p < .001$; State/Territory: $\chi^2(91, n = 994) = 192.2, p < .001$; Number of platforms: $\chi^2(39, n = 991) = 54.80, p < .05$.

Table 5 Basis of payment on main platform

Basis of payment	N	%
I am paid per completed task or job	579	59.0
I am paid for the time or hours I work	216	22.0
I receive a fixed daily/weekly/monthly income	50	5.1
A combination of some or all of the above	75	7.6
I don't know	62	6.3
Total	982	100.0

Current platform workers were also asked to estimate approximately how much per hour (in pre-tax Australian dollars) they usually got paid for tasks undertaken through their main digital platform (Table 6). Forty percent (40%) of current platform workers answered 'I don't know' to this question, suggesting either that they had never calculated this amount or, if they had, it was not easy to recall. For those who did estimate hourly income, the median response for pre-tax dollars per hour was \$25.00 and the mean (with the top and bottom 5% of responses trimmed) was \$32.16 per hour. The median income for males and females was not significantly different. The mean response (again with the top and bottom 5% of responses trimmed) was \$33.45 for males and \$30.78 for females.

Table 6 Approximate amount per hour earned on main platform

Amount per hour	N	%
Zero dollars	7	0.7
\$0.01 - \$9.99	41	4.1
\$10.00 - \$14.99	42	4.2
\$15.00 - \$19.99	57	5.8
\$20.00 - \$29.99	181	18.3
\$30.00 - \$39.99	97	9.8
\$40.00 - \$49.99	42	4.2
\$50.00 - \$74.99	57	5.8
\$75.00 - \$99.99	21	2.2
\$100 or more	49	4.9
Do not know	394	40.0
Total	988	100.0

Current workers' income per hour estimates were compared against type of platform work (see Table 7). There were sizeable differences in the approximate earnings per hour based on the type of work performed on the main platform. Professional service workers were significantly more likely to indicate higher per-hour income bands than other workers (e.g., \$50.00-\$74.99; \$75.00-\$99.99; \$100+).⁹⁷

Transport and food delivery workers were over-represented in the \$15.00-\$19.99 and \$20.00-\$29.99 income categories. Carers frequently indicated their income category as \$20.00-\$29.99 per hour. The National Minimum Wage at the time of the survey was \$18.93 per hour, and since 1 July 2019 has been \$19.49 per hour.

Those most likely to be in the lower income bands, and earning less than the current minimum wage, were clerical and data entry workers (\$0.01-\$9.99 and \$10.00-\$14.99) and workers engaged in writing and translation (\$0.01-\$9.99).

Table 7 Average approximate amount per hour earned by type of work on main platform

Type of work	Median (\$ per hour)	Trimmed Mean (\$ per hour)	N
Professional services	40.00	56.85	102
Clerical and data entry	20.00	19.85	39
Creative and multimedia	34.00	40.12	42
Sales and marketing support	40.00	53.09	28
Software development and technology	30.00	46.21	44
Writing and translation	21.00	27.91	56
Caring	23.50	21.60	50
Transport and food delivery	20.00	22.19	120
Skilled trades work	30.00	41.53	35
Odd jobs and maintenance work	23.00	26.93	57
Education	40.00	37.25	11
Personal services	45.00	45.65	6

Time spent on main platform

Current platform workers were asked how many hours per week they spent working or seeking work through the main digital platform (Table 8). More than one-third of current workers (37.5%) responded 'I don't know' to this question.

⁹⁷ Chi-square analysis showed significant differences between income per hour estimates and type of platform work: Chi² (130, n = 986) = 278.42, p < .001. Findings are only reported where cell size was adequate for reliable interpretation.

For the remainder who estimated their weekly hours (excluding outliers) the mean was 10.0 hours per week. Men worked significantly more hours than women. Men worked an average of 10.8 hours and women worked an average of 8.2 hours per week.⁹⁸

Table 8 shows mean weekly hours across the different types of platform work (again, excluding outliers). Mean weekly hours in all type of work categories were less than 15.

Workers in the transport and food delivery, software development and technology, and sales and marketing support categories worked the longest weekly hours on average (14.5, 14.3 and 12.3 hours respectively).

The shortest mean weekly hours were in creative and multi-media (6.4) and education (3.4 hours).

It is important to note here that many respondents indicated that they work across more than one platform (see Figure 2), particularly in transport and food delivery. Respondents who indicated that their main platform was in transport and food delivery (183 respondents) gave 257 responses to the transport/food delivery platforms on which they were working (primarily listing Uber but also Ola, Deliveroo, Ubereats, Foodora and Taxify). Nearly half of these 183 respondents (47%) indicated they worked on more than one platform – 16.4% on two platforms, 13.1% on three platforms, and 17.5% on four or more platforms. Results for time spent on the main platform are therefore likely to be an underestimate of the hours spent participating in digital platform work.

Table 8 Mean weekly hours by type of work on main platform

Type of work on main platform	N	Mean weekly hours (trimmed)
Transport and food delivery	140	14.5
Software development and technology	44	14.3
Sales and marketing support	27	12.3
Skilled trades work	36	8.9
Odd jobs and maintenance work	60	8.8
Caring	38	8.6
Clerical and data entry	44	8.5
Personal services	6	8.0
Writing and translation	59	7.9
Professional services	105	7.7
Creative and multi-media	44	6.4
Education	9	3.4

⁹⁸ $t(551)=2.18, p<.05$.

Current workers were also asked how many of these hours on average were spent searching, quoting or bidding for work, updating their profile, posting information, or doing other *unpaid* tasks. Nearly half (46%) of current digital platform workers answered 'I don't know' to this question, suggesting that they had never calculated these hours or that they did not recall.

Acknowledging that answers were likely to be an approximation, for those who did estimate these weekly hours, the mean was 4.9 hours per week on unpaid tasks, with no significant differences in the time spent by men and women on unpaid tasks.

When viewed by type of work, those at the lower end of average weekly hours spent on unpaid tasks were current workers in education (1.3 hours), personal services (3.0 hours), professional services (4.0 hours) and skilled trades work (3.5 hours).

Current digital platform workers in sales and marketing support (7.1 hours), software development and technology (5.9 hours), transport and food delivery (5.2 hours) and odd jobs and maintenance work (6.8 hours), spent the most time on unpaid tasks.

Collectively, workers in software development and technology, transport and food delivery, and sales and marketing were currently spending the most time each week engaging in paid and unpaid tasks through digital platforms.

Operations of the main digital platform

Current platform workers were asked a series of questions about the operations of the main platform on which they worked. As shown in Table 9, a substantial minority of respondents answered 'I don't know' to each item (between 16% and 33%). In some cases, that might simply reflect workers not having experienced situations in which the relevant knowledge would be expected to accrue. For example, respondents might have been unaware of whether or not their main platform had a dispute resolution process, would allow a substitute or assisting worker to be arranged, or charged for priority work opportunities. By contrast, it seems notable that over a quarter of workers did not know whether the relevant platform could restrict access in the event of unsatisfactory work or whether the platform could change any of the contractual terms and conditions under which their work was performed.

The different features of platform operations have been categorised in Table 9 into four themes: information and communication; fees and charges; access to the platform; and worker-platform relationship.

Table 9 How the main digital platform operates

How the main digital platform operates	Yes	No	I don't know
Information and communication			
The platform provides information on the regulations with which I have to comply (e.g., tax, superannuation, GST)	41.2	33.5	25.3
The platform has a dispute settlement process	46.6	21.4	32.0
The platform has someone available that I can contact if I have a problem or concern	58.6	19.7	21.7
The platform allows for me to be rated by clients	64.9	19.1	16.0
The platform allows me to rate the clients for whom I work	53.4	28.3	18.3
The platform allows me to provide feedback about the platform itself, its website, app or processes	56.5	23.5	20.0
Fees and charges			
The platform covers me with at least one type of work-related insurance (e.g., for work-related injuries or professional indemnity)	28.9	45.5	25.6
The platform requires me to take out my own insurance	39.7	37.9	22.4
The platform charges me a fee (e.g., a subscription cost) to register or access work	36.1	47.4	16.5
The platform charges for priority work opportunities	31.8	42.9	25.3
The platform requires me to pay a set amount or percentage of what I earn through the platform	48.4	35.3	16.4
Access to the platform			
The platform requires me to supply an Australian business number (ABN)	41.6	40.7	17.7
The platform can restrict access to work opportunities if my work is not satisfactory	47.9	25.4	26.7
The platform has changed my contract or terms and conditions	29.8	43.6	26.6

How the main digital platform operates	Yes	No	I don't know
Worker-platform relationship			
The platform treats me as its employee	28.4	53.0	18.6
The platform requires me to display its brand or logo (e.g., on clothing, equipment or documents) when performing work or dealing with clients	29.4	53.7	16.9
I am required by the platform to be available to work either at particular times, or for at least a minimum amount of time	28.2	56.3	15.5
The platform penalises me for declining work	22.8	56.0	21.2
The platform allows me to arrange for work I have accepted to be performed by someone else on my behalf, or for someone else to help me	32.5	41.6	25.9
The platform allows me to work for a client that I originally met through the platform, without having to use the platform	33.8	41.9	24.3
The platform supplies me with the equipment or facilities (such as a computer, internet access, vehicle etc.) that I need to perform the work	23.5	61.9	14.6
I can contact other workers who are using the platform, through the platform itself	34.8	41.0	24.2

In general, current platform workers were most aware of features relating to communication and information, notably rating and review systems. Ratings of workers by clients were reported to be more common than the reverse. Worker ratings were perhaps not quite as prevalent as might have been expected, with one in five platform workers reporting them not to be a feature of their main platform.

In relation to fees and charges, 28.9% of current platform workers were provided with at least one type of work-related insurance by the platform, yet nearly half of current platform workers (45.5%) reported that their main platform did not cover them (e.g., for work-related injuries or professional indemnity). Nearly the same proportion (39.7%) reported that their main platform required them to take out their own insurance. Over 20% of current platform workers did not know if the platform required them to take out their own insurance, or if the platform provided insurance. Nearly one-third of current platform workers (36.1%) reported that their main platform charged a fee for registering or accessing work and 31.8% reported their main platform charged for priority work opportunities.

More than one-third (34.8%) of respondents said they could contact other workers who are using the platform through the platform itself. However, 41% indicated that they could not do this. Nearly one-quarter of current platform workers (22.8%) could be penalised by the platform for declining work.

According to previous research, the great majority of platforms appear to operate on the basis that the workers who use their services are not employees, but rather independent, self-employed workers, or 'freelancers'. It is striking then that over a quarter (28.4%) of

platform workers nevertheless reported that their main platform treated them as employees. It is unclear whether these workers believed that they were actually employees for legal purposes, or simply that their treatment made them feel like employees.

Use of previous skills on main platform

Current platform workers were not usually required to do additional training to undertake digital platform work (35.8% not at all, 29.1% a little).

Table 10 shows that respondents who were currently participating in platform work often believed their work draws on their qualifications and past experience at least to some extent (28.9% some, and 40.1% a lot).

Table 10 Use of previous skills and experience and opportunity for training (column %)

To what degree does your platform work...	A lot	Some	A little	Not at all	Not applicable
Use your formal qualifications	21.2	26.1	20.4	25.3	6.9
Use your experience from past jobs	31.6	28.8	20.5	14.1	5.0
Use your skills and experience overall	40.1	28.9	18.3	8.5	4.2
Require you to do additional training	7.3	20.2	29.1	35.8	7.7

Qualitative comments from some current platform workers, however, suggested that they were competing for the same jobs as unqualified and/or lower skilled workers, and that they believed platforms did little to verify workers' skills.

There is no way to tell if a person starting up with a digital platform has the experience to do the work. After a lot of jobs, you can build up a profile, but at the beginning, people are taking you on for tasks based on price and faith.

There should be a law to stop these platforms. You should only be allowed to advertise the work if you are in that industry, like a plumber should be the only person to advertise for plumbing work not some platform pinching the work from these types of industries and then selling them off as an auction. If they do that type of work then advertise but if not then get lost.

Locations of workers and clients on main platform

Most current platform workers (54.6%) worked from their home when undertaking digital platform work. However, 13.9% worked while travelling in their car or on their bike, reflecting the high levels of participation in transport and delivery driving (Table 11).

The location of 14.9% of workers was determined by the client.

Only 3.1% of current platform workers were working in a designated co-working space, while 8.0% were participating in digital platform work while at a workplace where they were an employee.

Table 11 Location of worker

Location of worker	N	%
Home	536	55.3
At the workplace where I am an employee	78	8.0
In a co-working space shared with other workers	30	3.1
At another location chosen by me (e.g., café, library)	41	4.2
Travelling in my car or on my bike	136	14.0
In the home of an individual client I am doing the task for	81	8.4
On the premises of a business client I am doing the task for	27	2.8
At another location chosen by the client I am doing the task for	37	3.8
Other specified locations (e.g. hospital)	2	0.2
Total	968	100.0

Current digital platform workers in Australia were largely providing labour to Australian clients; 65% of respondents indicated that their clients were based in Australia only, and a further 25.1% reported their clients were from both Australia and overseas (Table 12). Of these, most Australian clients were based in New South Wales (34.4%), Victoria (24.5%) and Queensland (16.6%), as indicated in Table 13.

Only 32 current workers indicated that their clients were solely located in a country outside Australia. Identified countries included the United States (10), China (2), South Africa (1), Brazil (1) and Pakistan (1).

Table 12 Location of clients

Location of clients	N	%
Australia only	635	65.0
Overseas only	32	3.3
Both Australia and overseas	245	25.1
I don't know	65	6.6
Total	977	100.0

Table 13 State/Territory location of Australian clients

State/Territory location of Australian clients	N	%
Queensland	100	16.6
New South Wales	208	34.4
Victoria	148	24.5
Tasmania	8	1.3
South Australia	33	5.5
Western Australia	46	7.6
Northern Territory	4	0.7
Australian Capital Territory	8	1.3
I don't know	49	8.1
Total	604	100.0

Comparisons were made between the location of the worker and the location of clients to explore the extent to which platform workers were doing work for interstate clients.

For current platform workers in all States, the majority of their clients were located in the same State, with only a very small number (less than five in most cases) being solely located in other States.

Satisfaction with work on main platform

Current platform workers were asked to indicate on a five-item scale (strongly agree, agree, neither agree nor disagree, disagree, strongly disagree) their satisfaction with various dimensions of platform work. The dimensions were clustered into three themes: access to work and income; career development; and working conditions (as set out in Table 14). Respondents could also answer 'I don't know' or 'not applicable' to this question. The percentage of 'I don't know' responses were low across all satisfaction questions (on the majority, less than 4%).

Table 14 shows the percentage of current platform workers who either strongly agreed/ agreed, were neutral, disagreed/ strongly disagreed or answered 'not applicable' on each satisfaction question. Means, which were calculated only on level of agreement on the five-point scale, without 'I don't know and 'not applicable' responses, are also presented.

Overall, current platform workers were moderately to fairly satisfied, as indicated by means over the neutral or mid- scale point '3' on all dimensions. It should be noted, however, that it is not unusual to find workers expressing high levels of job satisfaction even in jobs which are generally agreed to be of poor quality.⁹⁹

Respondents were most satisfied with the following dimensions of platform work (in descending order):

- > the ability to choose the hours they worked (4.00)
- > working for themselves and being their own boss (3.89)
- > choosing their own tasks or projects (3.87)
- > working at the pace they chose (3.76)
- > enjoying the work they did (3.74).

Interestingly, these aspects of the conditions of platform work are all related to the flexibility of platform work.

Current platform workers were less satisfied with:

- > earning a fair income (3.35)
- > accessing work opportunities overseas (3.32)
- > the fairness of fees and costs associated with work through the platform (3.37).

Overall, nevertheless, more workers were still positive than negative about these aspects.

⁹⁹ Morgan J., Dill, J. & Kalleberg, A. (2013). The quality of healthcare jobs: Can intrinsic rewards compensate for low extrinsic rewards? *Work, Employment and Society*, 27(5): 802–822.

Table 14 Satisfaction with dimensions of platform work on main platform

	Agree or strongly agree	Neither agree nor disagree	Disagree or strongly disagree	Not applicable	Mean ¹⁰⁰
Access to work and income					
The income I earn is fair	47.3	24.7	20.4	4.9	3.35
I have the ability to set the price for my services	53.5	15.8	22.1	6.3	3.42
The fees and costs associated with work through the platform are fair	44.2	24.6	18.2	9.9	3.37
I can find regular work through the platform	48.0	24.8	19.6	5.1	3.38
I can find work through the platform despite health issues or disability	44.6	20.6	9.8	21.9	3.60
The competition for work is reasonable	49.4	25.3	16.1	5.4	3.42
Career development					
I can attract more clients	49.7	24.3	15.2	8.1	3.47
I am gaining new skills or improving existing skills	49.1	24.3	18.5	6.7	3.42
I can access work opportunities overseas	40.8	18.4	20.5	12.9	3.32
The rating system on the platform is fair	48.5	25.1	11.8	10.3	3.32
Working conditions					
I enjoy the work that I do	63.4	21.5	9.0	4.4	3.76
I can choose my own tasks or projects	67.9	16.4	8.5	5.5	3.87
I can work the hours I choose	72.4	14.3	7.3	4.5	4.00
I can work at the pace I choose	64.4	18.5	10.4	4.8	3.77
I am free to decide how to perform any tasks or projects I accept	62.0	18.1	12.5	5.1	3.72
I can work from home or another place that I choose	63.4	16.4	11.3	7.6	3.81
I can work for myself and be my own boss	68.5	16.0	8.4	5.2	3.89
I receive adequate support to resolve disputes over payments or tasks	40.7	27.5	11.9	11.4	3.43
The health and safety conditions are adequate	47.0	22.5	10.8	15.7	3.54

100 Where 'Strongly agree' = 5, to 'Strongly disagree' = 1.

Further analysis of demographic categories showed no significant differences on any measures of satisfaction across disability, non-English speaking background, age, residency status or location, but did reveal differences in relation to gender.¹⁰¹

Gender differences in satisfaction were revealed on only two questions:¹⁰² 'I have the ability to set the price for my services' and 'The fees and costs associated with work through the platform are fair'. In both cases, women's satisfaction was lower than men's satisfaction.

Satisfaction also varied by type of work performed. Comparisons were made between the three most frequent types of work (transport and food delivery services, professional services; odd jobs and maintenance work) and all other types of work collapsed into a single comparator. One-way analysis of variance revealed that, compared to professional services work, those working in transport and food delivery services were significantly less satisfied with the ability to set the price for their services; finding work through the platform despite health issues or disability; gaining new skills or improving existing skills; accessing work opportunities overseas; and working from home or another place.

Satisfaction levels for transport and food delivery workers were also significantly lower than those doing odd jobs and maintenance, in relation to the ability to set the price for services; gaining new skills; and deciding how to perform tasks or projects.

Finally, transport workers had lower satisfaction than workers in the collapsed 'other' category in finding work despite health issues or disability; gaining new skills, accessing work opportunities overseas, deciding how to perform task or projects, working from home; and health and safety conditions.

Respondents could also give free text responses in the survey, providing further insight into worker satisfaction as well as worker motivation. A summary of these free text responses is provided at the end of this part of the report.

Duration and frequency of platform work

Moving beyond the main digital platform, the survey asked current platform workers about their experiences offering services or performing work through digital platforms generally. Throughout this section, data are presented on current platform workers, and their broad experiences of performing work through digital platforms.

Most digital platform workers were fairly new to platform work. Over 60% began less than 2 years ago and almost half (46.5%) only started within the last 12 months (Table 15).

¹⁰¹ To investigate differences by demographic categories, independent samples t-tests were undertaken on the categories of gender, disability and non-English speaking background, and a one-way analysis of variance was used to compare means on measures of satisfaction by age, residency status, and location.

¹⁰² 'I have the ability to set the price for my services' ($t=3.84$, $df=491$, $p<.001$) and 'The fees and costs associated with work through the platform are fair' ($t=2.13$, $df=491$, $p<.05$).

Table 15 Length of time since first started working or offering services

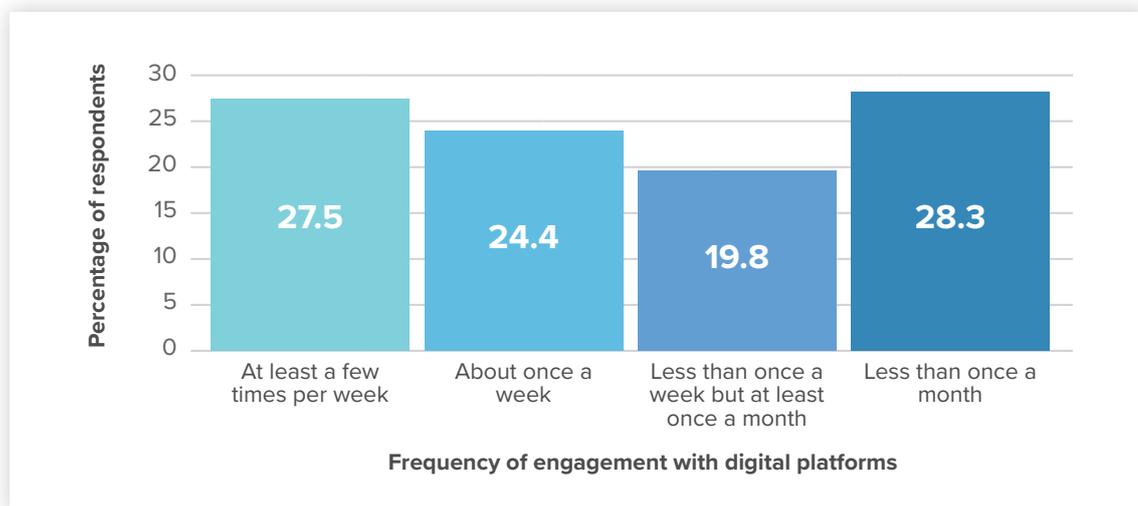
Length of time since first started working or offering services	N	%
Less than 6 months ago	214	21.7
Between 6 and 12 months ago	244	24.8
More than 1 year ago	220	22.4
More than 2 years ago	156	15.9
More than 3 years ago	79	8.0
More than 5 years ago	71	7.2
Total	984	100

Current platform workers were asked how frequently they engage with digital platforms to seek or undertake work.

Figure 3 shows that almost as many current workers participated frequently as those that who participated occasionally (less than once a month).

The frequency of current engagement with digital platforms was fairly evenly split across four categories.

Figure 3: Frequency of engagement with digital platforms



As shown in Table 16, women participated less frequently than men, and temporary residents participated more frequently than Australian citizens.¹⁰³

Students and the unemployed participated more frequently (once a week or more), while retirees participated less frequently (less than once a week).

103 These patterns were confirmed through a chi-square analysis, which showed women participated less frequently than men $\chi^2(3, n = 980) = 13.86, p < .05$ and temporary Australian residents participated more frequently than Australian citizens $\chi^2(9, n=982) = 16.84, p < .05$.

There were no significant differences, however, in the frequency of engagement across age, State/Territory, disability status, Aboriginal and/or Torres Strait Islander status, non-English speaking background, or education.

When viewed by type of work, those doing creative and multi-media work engaged less frequently. These workers were less likely to be participating 'at least a few times a week' and more likely to participate 'less than once a month'.

In contrast, transport and food delivery workers were much more likely to participate at least a 'few times per week' and less likely to participate 'less than once a month'.¹⁰⁴

Table 16 Frequency of engagement with platforms by selected demographic categories

Frequency of working through digital platforms %						
		At least a few times a week	About once a week	At least once a month	Less than once a month	Total
Sex	Female	20.6	24.7	21.9	32.8	100
	Male	31.1	24.4	18.4	26.1	100
Residency status	Australian citizen	26.9	22.4	20.5	30.1	100
	Permanent resident	24.6	31.3	17.9	26.1	100
	Temporary resident	33.7	32.5	18.1	15.7	100
Labour force status	Employee or self-employed	27.6	24.6	19.4	28.4	100
	Unemployed	35.4	25.0	18.8	20.8	100
	Student	34.2	24.1	22.8	19.0	100
	Retired	23.5	14.6	11.8	50.0	100
	Full-time homemaker/unpaid carer	7.4	29.6	25.9	37.0	100
	Volunteer	8.3	41.7	16.7	33.3	100
	Other not in labour force	20.0	6.7	40.0	33.3	100

¹⁰⁴ Chi square analysis to examine any differences in the frequency of working through digital platforms compared to type of platform work was highly significant $\chi^2(65, n=989) = 92.21, p<.05$.

Hours per week spent working on digital platforms overall

Only a very small percentage of current platform workers were spending a large number of hours doing so. Almost half (47.2%) of current platform workers reported spending less than 5 hours per week working or offering services through digital platforms, whereas only 5.4% of current platform workers reported 26+ hours per week (Table 17).

Consistent with other results, transport and food delivery workers were less likely than other types of workers to spend less than five hours per week and more likely to report working hours in the higher categories, including more than 35 hours per week. In contrast, odd jobs and maintenance workers were more likely to report working less than five hours per week.¹⁰⁵

Table 17 Hours per week spent working on digital platforms overall

Hours per week	N	%
Less than five hours per week	465	47.2
Between 5 and 9 hours per week	259	26.3
Between 10 and 15 hours per week	130	13.2
Between 16 and 25 hours per week	78	7.9
Between 26 and 35 hours per week	28	2.8
More than 35 hours per week	26	2.6
Total	986	100.0

Income derived through work on digital platforms overall

A substantial minority of respondents currently participating in digital platform work were reliant on the income (15.4%), considering it 'essential for meeting their basic needs'. A further quarter (24.5%) said it was an 'important part of overall income, but not essential', whereas a little more than half (52.3%) considered the income 'nice to have but can live without it' (Table 18).

Transport and food delivery drivers were much more likely to say that their work generated 100% of their total annual income (Table 19).¹⁰⁶

Four in five current platform workers (80.7%) reported that less than half of their total annual income came from platform work (Table 19). In contrast, one in six current platform workers (16.5%) reported that platform income constituted at least half but less than 100% of their total income.

¹⁰⁵ These patterns were confirmed through Chi-square analysis $\chi^2(65, n=989) = 92.21, p < .05$.

¹⁰⁶ Chi-square analysis showed a significant association between proportion of total annual income from platform work and type of platform work $\chi^2(20, n=957), = 42.89, p < .05$.

Only a very small proportion of current platform workers derived 100% of their total annual income from platform work (2.7%) (Table 19).

Table 18 Reliance on income from working or offering services through digital platforms

Reliance on income from working or offering services	N	%
Essential for meeting basic needs	152	15.4
Important part of overall income, but not essential	242	24.5
Nice to have, but can live without it	516	52.3
I do not earn any income from digital platform work	76	7.7
Total	986	100.0

Table 19 Proportion of total annual income from platform work

Proportion of total annual income	N	%
Less than half of total annual income	795	80.7
At least half but less than 100% of annual income	163	16.5
100% of my total annual income	27	2.7
Total	985	100.0

When analysed against demographic characteristics, as shown in Table 20, those with a disability were far more likely to say that digital platform work was essential for meeting basic needs and less likely to say 'it is nice to have but I can live without it'.¹⁰⁷

There were no significant differences in reliance on income by age, gender, State/Territory, non-English speaking background, or residency status.

Unemployed respondents were more likely to say the income from digital platform work was essential for meeting basic needs.¹⁰⁸

Similarly, individuals with some primary school as their highest level of education were most likely to indicate that the income was essential and least likely to indicate that the income was 'nice to have but I can live without it'.¹⁰⁹ This result was reversed for those with a postgraduate qualification.

¹⁰⁷ People with a disability were far more likely to say that digital platform work was essential for meeting basic needs and less likely to say 'it is nice to have but I can live without it' $\chi^2(6, n=983) = 20.72, p < .05$.

¹⁰⁸ In terms of labour force status, unemployed respondents were more likely to say the income was essential and less likely to indicate the income was just nice to have $\chi^2(18, n=984) = 46.58, p < .001$.

¹⁰⁹ Those with less than Year 12 as their highest level of education were more likely to feel the income was essential for meeting basic needs and less likely to say the income was nice to have but not essential $\chi^2(12, n=985) = 34.35, p < .001$.

Type of platform work was also associated with reliance on income.¹¹⁰ Transport and food delivery workers and carers were less likely to say the income was ‘nice to have but not essential’. Transport and food delivery workers were more likely to say the income was essential for meeting basic needs.

Table 20 Reliance on income by selected demographic characteristics

		Reliance on income				Total
		Essential	Important	Nice to have	No income	
Disability	Yes	29.0	30.4	29.0	11.6	100
	No	14.4	24.4	54.0	7.3	100
Highest level of education	Less than Year 12	23.7	39.5	21.1	15.8	100
	Year 12 or equivalent	17.3	29.3	44.0	9.3	100
	Vocational qualification	20.3	25.5	47.4	6.8	100
	Bachelor degree	14.4	22.9	56.8	5.9	100
	Postgraduate qualification	10.2	22.4	57.7	9.8	100
Labour force status	Employee or self-employed	14.4	24.1	54.7	6.8	100
	Unemployed	31.3	18.8	41.7	8.3	100
	Student	16.5	35.4	43.0	5.1	100
	Retired	5.9	20.6	52.9	20.6	100
	Full-time homemaker/unpaid carer	22.2	22.2	33.3	22.2	100
	Volunteer	33.3	33.3	33.3	0	100

¹¹⁰ Chi² (30, n=959), = 48.95, p<.05.

Only half of all current platform workers were paying tax on the income they earned from digital platform work (Table 21).

Table 21 Payment of taxes in relation to income derived from digital platform work

Payment of taxes	N	%
Yes	500	50.7
No, because not required to pay tax	220	22.3
No, because of other reasons	144	14.6
I prefer not to answer	122	12.4
Total	986	100.0

Motivations for undertaking platform work

As shown in Table 22, motivations for undertaking platform work were clustered into three themes: access to work and income; career development; and working conditions.

The strongest motivations for undertaking platform work, according to a four-item scale with anchor points ‘Very important’ (4) and ‘Not at all important’(1), were (in order of importance):

- > ‘earning extra money’;
- > ‘working the hours I choose’;
- > ‘doing work that I enjoy’;
- > ‘choosing my own tasks or projects’;
- > ‘working in a place that I choose’;
- > ‘working for myself and being my own boss’.

Less important motivations included ‘finding work despite health issues or disability’, and ‘connecting socially with people’.



Table 22 Motivations for undertaking platform work (%)

	Very important	Important	Slightly important	Not at all important	Mean ¹¹¹
Access to work and income					
A financial necessity	18.7	29.5	26.9	17.6	2.53
Earning extra money	34.3	39.3	17.8	4.4	3.08
Finding regular work	19.6	28.6	28.2	16.8	2.55
Finding work despite health issues or disability	14.8	22.2	18.7	19.7	2.43
Career development					
Building a portfolio	16.9	31.3	24.2	17.4	2.53
Attracting more clients	21.3	31.7	23.4	14.9	2.65
Gaining new knowledge or skills, or improving existing skills	20.5	33.1	26.1	13.5	2.65
Building networks	19.5	28.4	25.3	18.5	2.53
Working conditions					
Doing work that I enjoy	31.2	36.8	20.4	7.4	2.96
Choosing my own tasks or projects	29.8	38.6	19.1	7.3	2.96
Working the hours I choose	36.2	35.4	17.2	6.9	3.05
Working in a place that I choose	29.1	37.3	21.2	7.6	2.92
Working for myself and being my own boss	29.3	34.4	21.2	9.5	2.88
Connecting socially with people	14.1	27.7	24.2	24.4	2.35

111 Where 'Very Important' = 4, to 'Not at all important' = 1.

Views on digital platforms

Respondents who were currently working on digital platforms and those who had worked on digital platforms more than 12 months ago were asked if they would like to tell us anything else about their experiences with digital platform work.

Of the 366 valid free text responses from current and past platform workers, over 40% of comments described respondents' satisfaction with, or the perceived benefits of, digital platform work with little variation between current and former workers.

While a small number of comments simply stated that platform work was enjoyable, easy or fun, the benefits cited in comments by respondents most commonly related to:

- > access to employment, particularly for those who find it difficult to work in traditional employment
- > the flexibility to control their place of work and hours of work, and
- > additional income.

In an apparent juxtaposition however, 13% of comments described dissatisfaction with the level of income provided through digital platform work. This is exemplified in comments such as:

Easy to do but not much money in it.

It's just a bit of extra cash. There is no way I could live on it.

While it's easy to find the work the payment is very low received from these sites and does not necessarily support living.

Many comments linked the low earnings to high levels of competition for work on the platforms, coupled with price-driven consumer demand. Competition from overseas workers was noted by several respondents. Platform review systems were also mentioned as impacting on respondents' ability to compete for work.

It's like a cattle auction, you have to price yourself lower than the rest of the people which means you aren't earning anything for the amount of work that people expect you to do.

I was competing with people from all over the world who were willing to do the tasks for almost nothing.

Hard to get jobs when you have less reviews.

Hard to win work without reviews.

For many, the financial viability of platform work was exacerbated by the fees charged by platforms.

Digital platforms take too much.

Getting less attractive now with the tax and commissions the platform takes.

They start off well, then tend to want more money.

A quarter of comments from current and previous workers listed general concerns regarding the working conditions and functions of the platforms or expressed dissatisfaction with the operations of digital platforms, including the quality and availability of work opportunities, trust and safety, and communication and support from the platform.

6 Past participation in digital platform work

This part discusses the responses of individuals who had previously participated in digital platform work more than 12 months ago (past participation). It considers the common digital platforms on which people have previously undertaken digital platform work, their reliance on that income and their patterns of working. It also explores why people no longer participate in digital platform work.

It addresses the following research questions:

- 1 Which are the most common digital platforms on which people have previously undertaken digital platform work?
- 2 What patterns of duration and intensity are associated with digital platform work undertaken more than 12 months ago?
- 3 How reliant were people on the income from digital platform work?
- 4 What are the reasons people do not currently work or offer services through digital platforms?

Common platforms on which respondents worked more than 12 months ago

Comparison of platforms on which respondents worked more than 12 months ago and those on which respondents were currently working, shows similar patterns in the most commonly used platforms. Airtasker (21.6%), Uber (16.6%) and Freelancer (15%) were the most commonly used platforms by past participants.

The variety of different platforms identified by past participants was less than those nominated by current platform workers. This may reflect the emergence of new digital platform businesses in some sectors.

Patterns of working through digital platforms more than 12 months ago

For those who had worked through digital platforms more than 12 months ago, a substantial proportion had first started doing this more than three years ago (18.5%), or more than 5 years ago (19.6%) (see Table 23). This length of time was substantially longer than for respondents who were currently working through digital platforms, where two-thirds had first started working two years ago or less.

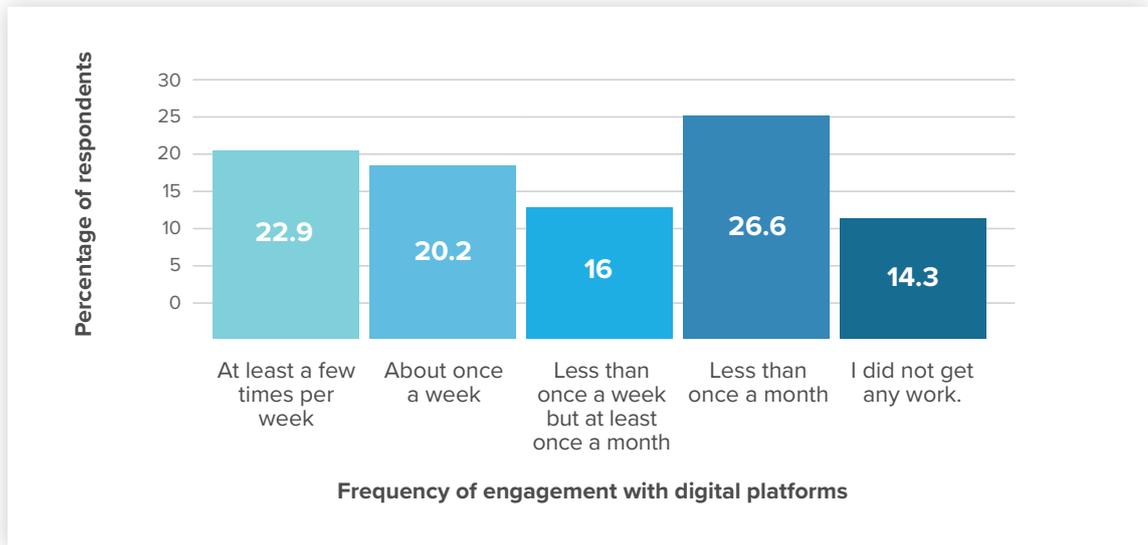
Table 23 Length of time since first starting work through digital platforms

Length of time since first started working or offering services	N	%
More than 1 year ago	282	33.9
More than 2 years ago	232	27.9
More than 3 years ago	154	18.5
More than 4 years ago	163	19.6
Total	831	100.0



Respondents who had worked through digital platforms more than 12 months ago were asked to indicate their frequency of engagement at that time (see Figure 4). There were no major differences in this frequency of participation compared to those who were currently working through platforms (as set out in Figure 3).

Figure 4: Frequency of engagement with digital platforms (n=838)



Reliance on income from platform work more than 12 months ago

Around 40% of past participants indicated that their reliance on income from working through platforms was essential or important (see Table 24). This proportion was nearly identical to those currently working through platforms (as set out in Table 18).

Table 24 Reliance on income from working or offering services through digital platforms more than 12 months ago

Reliance on income from working or offering services	N	%
Essential for meeting basic needs	170	20.4
Important part of overall income, but not essential	168	20.1
Nice to have, but can live without it	496	59.5
Total	834	100.0

Reasons for discontinuing platform work

Past participants were asked to provide a free text response noting the main reason/s that they were no longer working or providing services through digital platforms. The responses were categorised and the results are shown in Table 25.

Table 25 Reasons for no longer working or providing services through digital platforms

Reason	N	%
Insufficient time to participate, time-consuming or jobs take too long to complete	208	23.8
Found full time or other work or main job improved	134	15.3
Insufficient pay or return for time and effort	134	15.3
Insufficient work available	79	9.0
Personal priorities such as relocation or lack of resources	66	7.6
Concerns about trust and fairness on the platform	61	7.0
Did not enjoy the work	33	3.8
No longer needed, was temporary or a hobby	22	2.5
Health reasons	21	2.4
Retired	19	2.2
Incomplete response - could not be coded	53	6.1
Not sure, no reason	43	4.9

Note: Respondents could provide multiple reasons across different categories = percent of cases total >100%

A lack of time was the most commonly cited reason for no longer working or providing services through digital platforms. Reflective of the supplementary and infrequent patterns of participation in platform work, many former platform workers simply stated that they had no time, were too busy or couldn't find the time to continue.

Others in this category cited working through a platform as being 'too time consuming' or that it took too long to complete tasks assigned and accepted through the platforms.

It seems that it takes a lot of time to put in bids versus the likelihood of successfully getting a job.

Other people seemed to undervalue their time and charge accordingly so it wasn't financially worthwhile, and I couldn't attend jobs during my conventional work hours.

The amount of effort to get the jobs and travel to them compared to the amount I was making just wasn't worth it. I also gained a fulltime job now, which means I no longer have time for this so much.

Similar to the respondent in the quote above, one in six past participants indicated that they had found full-time employment (or more suitable employment) and a further one in six indicated that the income earned through the platform was insufficient, either in absolute terms or relative to the time investment required.

I was only working part time, so this supplemented my income. I then started working full time and just didn't have the time or energy to put into my side business.

I now work in a fulltime position. I only worked for Uber when I was looking for employment.

Several comments from former platform workers supported earlier data indicating that students more frequently participated in platform work as a means of employment.

I changed from studying and working part time to working full time and no longer had the time to devote to it.

Only meant to bridge gap between PhD completion and new employment.

Couldn't earn enough money or not enough money were frequently cited reasons for leaving platform work, often described in relation to the effort expended.

Very time consuming for little pay.

The pay isn't worth the time spent doing the work.

Not enough money for the hours.

Some former workers elaborated further, connecting pay rates to competition and consumer/user expectations:

Payment was absolute woeful - it was beyond slave labour. The buyers of services treating the services (Freelancer and Airtasker) as though we were slaves and deserve below minimum wage.

Complete rip off and you are basically working for nothing as people who want the work done don't want to pay for the going rate, they want it done for dirt cheap.

One in ten past participants indicated that there was insufficient work available through the platform. The most frequent statement in this category was not enough work. Almost 40% of comments in this category were from former workers who, despite participating did not receive any work opportunities.

A few also alluded to structural reasons which may have constrained their ability to access work opportunities.

I couldn't find enough jobs in my locality.

My Internet access is no longer as good. I was offered less work.

Could not get the jobs as I didn't have as many reviews on the platform as many others did.

Together the above reasons accounted for approximately two thirds of the responses provided.

Some past participants explained that they were no longer participating because of other priorities or a change in personal circumstances, such as commencing study, a new baby, relocating towns, travelling, or selling the resources required to participate (for example a car). For some (2.8%) participation was always intended to be temporary.

In 12% of cases, respondents stopped participating for reasons directly related to the work. They either did not enjoy it (4.2%) or noted other concerns about platform operations. In broad terms, comments suggested that former workers no longer participated because of:

- > the level of competition for work;
- > trust and safety concerns;
- > costs, fees or issues with payment; and
- > a lack of support, or unnecessary complexity.



7 Other ways of earning money in the digital economy

The survey results show that respondents were earning money through the digital economy in a variety of ways. This part presents findings on the proportion of survey respondents who earned money using digital platforms. It includes both respondents who were working or offering services through a digital platform and also those who were selling, renting out or licensing goods or other property through digital platforms.

Prior parts of the report discussed income earned by working through digital platforms. This part focuses firstly on all survey respondents, and then on those respondents who earned money by selling, licensing or renting out through digital platforms.

The following part addresses these research questions:

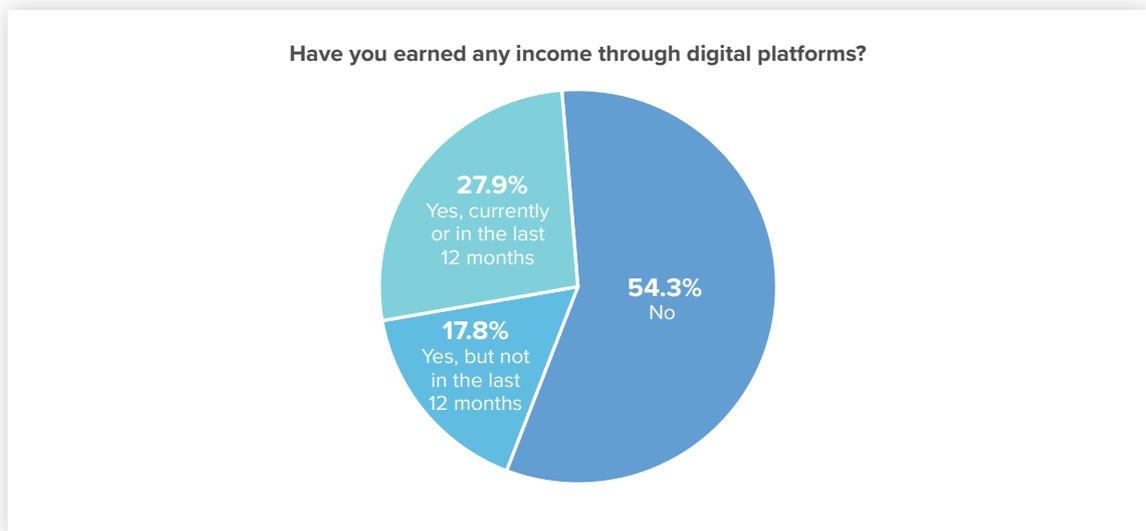
- 1 What is the prevalence of earning money through digital platforms?
- 2 What is the prevalence of earning money through digital platforms by selling, renting out or licensing?
- 3 Through which platforms does selling, renting out or licensing property commonly occur?
- 4 What patterns of participation are evident?

Earning money through digital platforms

As Figure 5 demonstrates, nearly half (45.7%) of those surveyed had earned money in some way through digital platforms, either by working or alternatively, by selling, renting out or licensing goods or other property. More than a quarter (27.9%) had done so within the last 12 months. The figures for Victoria were 47.5% earning money in some way and 29.5% within the last 12 months.

Most survey respondents indicated they had earned money either through digital platform work or by selling, licensing or renting out goods or other property. Only 3.5% of survey respondents were currently doing both: that is, earning money by selling, licensing or renting out *and*, at the same time, working or offering services through digital platforms.

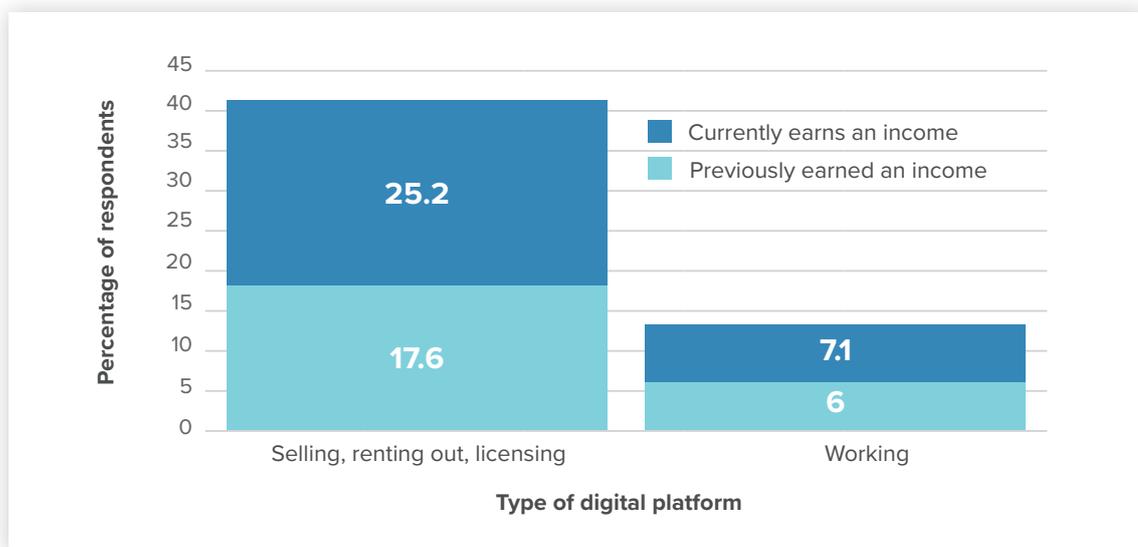
Figure 5: Proportion of respondents who earn any income through digital platforms (either selling, renting out or licensing goods or other property, or working)



More survey respondents earned money through selling, renting out or licensing goods or other property (42.8% overall, 25.2% in the last 12 months) than by working or offering services through digital platforms (13.1% overall, 7.1% in the last 12 months) (Figure 6).



Figure 6: Earning an income by digital platform type



Prevalence and patterns of earning money by selling, renting out or licensing

Table 26 shows that nearly half of all survey respondents earned money selling, renting out or licensing goods or other property through digital platforms. Around one-quarter were doing so currently or had done so in the last 12 months.

Table 26 Current, previous or no engagement with selling, renting out or licensing goods or other property through digital platforms (n=14013)

Earns money selling, renting out or licensing through digital platforms	N	%
Has never earned money selling, renting out or licensing through a platform	8013	57.2
Has previously earned money selling, renting out or licensing through a platform, but not in the last 12 months	2472	17.6
Currently or in the last 12 months has earned money selling, renting out or licensing through a platform	3528	25.2
Total	14013	100.0

The most common approach to earning money through digital platforms from selling, renting out or licensing (Table 27), either currently or previously, was selling or licensing products or one’s own possessions through online marketplaces (38.4%), followed by renting out premises (10.1%) and, to a lesser extent, leasing out other property (4.7%) such as car parks, campervans, toys, tools or dresses.

Table 27 Type of activities in selling, renting out or licensing through digital platforms (n=14013)

Earned money selling, renting out or licensing through digital platforms	No		Yes, but not in the last 12 months		Yes, currently or within the last 12 months	
	N	%	N	%	N	%
By selling products or your own possessions, or licensing creative works, through online marketplaces	8628	61.6	2333	16.6	3052	21.8
By renting out premises to someone else through digital platforms	12607	90.0	684	4.9	722	5.2
By leasing out your campervan, parking space, car (but not driving it) or other goods such as tools, toys or dresses, to someone else through digital platforms	13365	95.4	345	2.5	303	2.2

Those who currently sold products or licensed creative works were more likely to be younger (18-34 and 35-49 age groups),¹¹² to speak a language other than English at home,¹¹³ and to reside in Victoria and New South Wales compared to other States.¹¹⁴ There was no difference in the likelihood of selling by gender, disability or residency status. Those currently renting out premises were far more likely to be men,¹¹⁵ and more likely to be younger (18-34 and 35-49 age groups),¹¹⁶ to speak a language other than English at home,¹¹⁷ and to be permanent or temporary residents compared to Australian citizens.¹¹⁸ There was no difference in the likelihood of renting by disability status.

Very similar demographic patterns were found for those currently leasing as for those currently renting. Those currently leasing were more likely to be male,¹¹⁹ younger (18-34 and 35-49 age groups),¹²⁰ speak a language other than English at home,¹²¹ and be permanent or temporary residents compared to Australian citizens.¹²² There was no difference in the likelihood of leasing by disability status. Respondents who were currently renting and leasing were more likely to reside in New South Wales and less likely to reside in South Australia or Queensland.

112 χ^2 (8, n=13979), =238.93, p<.001.

113 χ^2 (4, n=13976), =19.61, p<.05.

114 χ^2 (14, n=13979), =44.00, p<.001.

115 χ^2 (2, n=13979), =79.89, p<.001.

116 χ^2 (8, n=13979), = 119.82, p<.001.

117 χ^2 (4, n=13976), = 201.05, p<.001.

118 χ^2 (6, n=13975), =225.85, p<.001.

119 χ^2 (3, n=13979), =53.14, p<.001.

120 χ^2 (12, n=13979), =195.24, p<.001.

121 χ^2 (6, n=13976), =192.10, p<.001.

122 χ^2 (9, n=13975), =267.65, p<.001.

Most common platforms

Similar to patterns of digital platform work, many survey respondents sold, rented out or licensed through multiple platforms (Figure 7): 43% of those who had earned money in those ways used multiple platforms, while the majority (57%) used only one platform.

Figure 7: Number of platforms on which current users are registered to sell, rent out or license (n=3298)

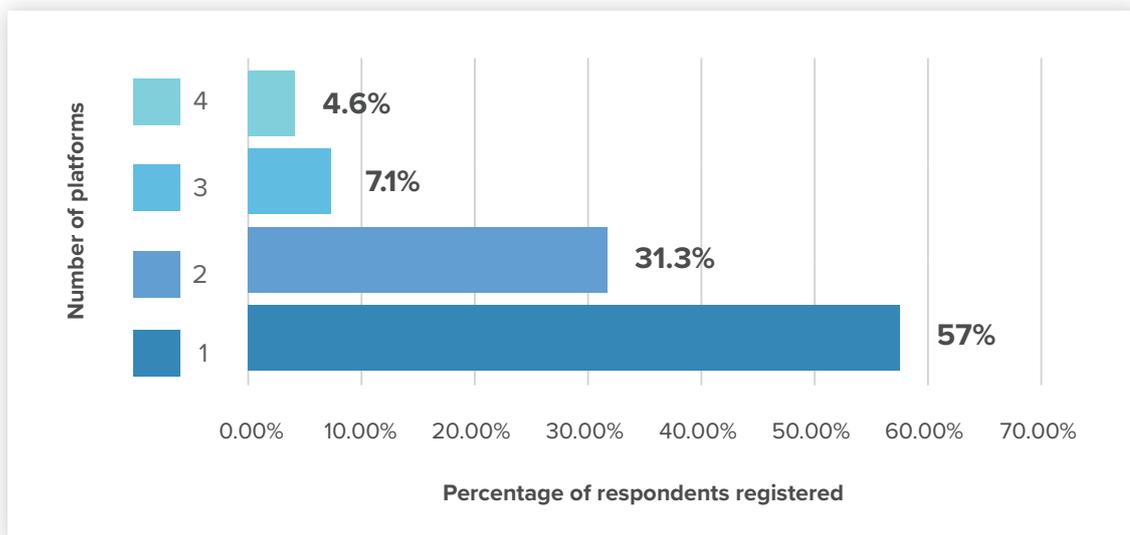


Table 28 ranks the most common platforms through which respondents earned money by selling, renting out or licensing. Respondents could select multiple platforms.

The online classified sites Gumtree, the e-commerce platform eBay and the online classified site Facebook Marketplace were the most commonly selected platforms. It should be noted that Gumtree and Facebook Marketplace are not characteristic of digital platforms as defined in this survey, because in both cases the buyer pays the seller directly and not through the digital platform's payment systems. Both were, however, included in the survey because initial survey testing clearly indicated that participants perceived them as digital platforms. Similarly, Buy Swap Sell, Carsales.com and Realestate.com have been listed in the table because of the frequency with which respondents listed them in the category of 'other platform', but in each case the platform does not manage the financial transaction.

Excluding these online classified sites, the accommodation rental platform Airbnb was the most common platform, selected by 15.7% of the respondents currently selling, renting out or licensing through digital platforms (or approximately 3.5% of the total sample).

The five next most common platforms were specialist e-commerce site Etsy, online accommodation rental site Stayz, and music licensing platform Spotify, car share platforms Car Next Door and Findacarpark, and digital image platforms Shutterstock and iStock.

No other platform was indicated by more than 1% of respondents earning money from selling, renting out or licensing at present or in the preceding 12 months. However, the range of platforms nominated was very broad.

Table 28 Platforms used by respondents to sell, rent out or license

Platform	N	%
Gumtree	1909	53.8%
eBay	1856	52.3%
Facebook Marketplace	1153	32.5%
Airbnb	556	15.7%
Etsy	179	5.0%
Stayz	117	3.3%
Spotify	91	1.4%
Car Next Door	49	1.3%
Shutterstock	47	1.2%
Findacarpark	43	1.0%
iStock	36	0.9%
Kindershare	31	0.9%
Spacer	31	0.8%
AnyHire	27	0.6%
RentbyOwner	22	0.5%
ShareWorkspace	19	0.5%
Camptoo	17	0.5%
RealEstate.com	16	0.4%
The Volte	15	0.4%
Behance	14	0.4%
LiquidSpace	14	0.4%
Campify	13	0.3%
Buy, Swap and Sell	12	0.3%
Dribbble	11	0.3%
ToolMates	11	0.3%
Flatmates	11	0.3%

Platform	N	%
ShareMyOffice	10	0.3%
Carousell	10	0.3%
Carsales	10	0.3%
DIVVY	9	0.3%
Amazon	9	0.3%
Redbubble	9	0.3%
Fishpond	7	0.2%
Envato Market	6	0.2%
ShareDesk	6	0.2%
StudiosTime	5	0.1%
Depop	5	0.1%
Teachers Pay Teachers	5	0.1%
Trade Me	4	0.1%
Turo	3	0.1%
All other selling platforms	77	2.2%
Could not be coded	140	3.9%
Total	6615	186.5%

Respondents could provide multiple reasons across different categories consequently percent of cases total >100%

Respondents had been selling, renting or licensing products on digital platforms for longer than they had been working on digital platforms. When compared to the similar Table 15 on platform work, much higher proportions of respondents in this category (33.8%) had been selling, renting and licensing through digital platforms for more than 5 years (Table 29).

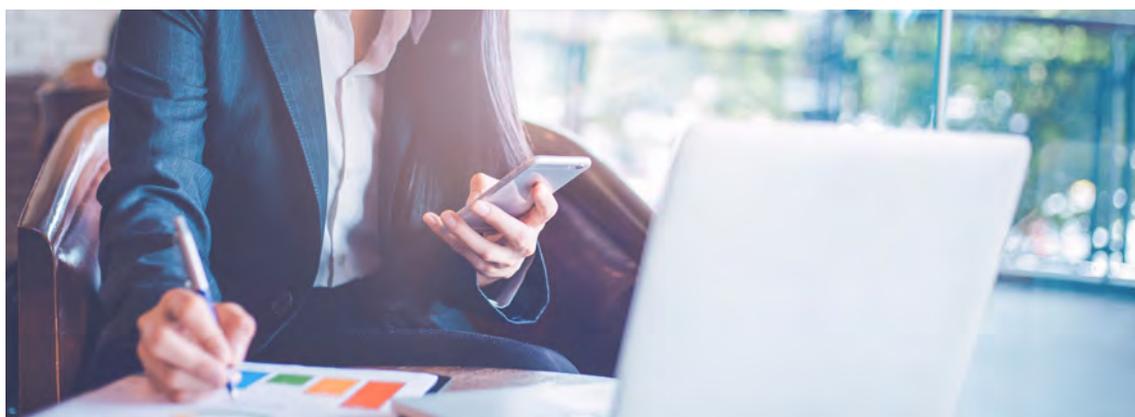


Table 29 Length of time since respondents first started selling, renting out or licensing

Length of time since first selling, renting or licensing	N	%
Less than 6 months ago	538	15.3
Between 6 and 12 months ago	509	14.4
More than 1 year ago but less than 2 years	417	11.9
More than 2 years ago but less than 3 years	377	10.7
More than 3 years ago	488	13.9
More than 5 years ago	1188	33.8
Total	3517	100.0

Respondents earning money through selling, renting out or licensing may have been doing so to supplement their income, with 74.4% saying that the money was 'nice to have, but can live without it'.

A quarter (25.6%), however, saw these platform earnings as an important or essential part of their incomes (Table 30).

Table 30 Reliance on earnings from selling, renting out or licensing

Reliance on earnings from selling, renting out or licensing	N	%
Essential for meeting basic needs	405	11.5
Important part of overall income, but not essential	496	14.1
Nice to have, but can live without it	2616	74.4
Total	3517	100.0

Further analysis indicates that respondents who currently rent out or lease property or other goods are more reliant on the income they earn from these activities than those who sell/ license. Sellers were less likely to say the income they earned was essential or important and more likely to say the income was nice to have but they could live without it.¹²³ Current renters¹²⁴ and lessors¹²⁵ however, were more likely to say the income was essential for meeting basic needs and less likely to say it was important or nice to have.

There were no significant differences on reliance of income from selling, leasing or renting on the basis of gender or residency status. However, respondents with a disability,¹²⁶ and those who spoke a language other than English at home,¹²⁷ were more likely to say the income was essential for meeting basic needs.

123 $\chi^2(4, n=3527), = 156.47, p < .001$.

124 $\chi^2(4, n=3527), = 465.68, p < .001$.

125 $\chi^2(4, n=3527), = 173.01, p < .001$.

126 $\chi^2(4, n=3509), = 42.76, p < .001$.

127 $\chi^2(4, n=3510), = 34.49, p < .001$.



8 Consumption through digital platforms

Five questions measured the prevalence of consumption through digital platforms – three of which reflected different types of buying and renting goods or premises, and two which reflected different types of obtaining services (in-person at a specified location and internet-based).

This part of the report addresses the following research question:

To what extent do Australians buy, rent or use property or obtain services through digital platforms?

As Table 31 shows, a majority of survey respondents had bought goods or accessed creative works through online marketplaces, most within the last 12 months (62.7%), with another 17.4% having done so more than 12 months ago. This could include buying goods through Etsy or eBay or by accessing music or photos through platforms such as Spotify or iStock.

A sizeable minority also rented premises from someone else, such as accommodation through Airbnb, or office space through platforms such as Sharedesk or LiquidSpace. About twice as many consumers were doing this currently or had done so within the last 12 months (29.9%), as compared to those who had rented premises but not within the last 12 months (14.8%).

To a much lesser extent, survey respondents have rented campervans, parking spaces, cars and other good such as tools, toys or dresses from someone else through digital platforms (5.7% in the last 12 months, 5.5% more than 12 months ago).

Of the survey respondents who obtained services via platforms, this was mostly in relation to in-person work undertaken at a specified location. The majority of survey respondents who had obtained in-person services had done so recently or currently (41.6%), compared to a smaller proportion who indicated they did so previously but not within the last 12 months (7.1%). Such services included booking an Uber, getting food delivered by Deliveroo or Uber Eats, hiring a worker through Airtasker or a photographer through platforms such as Oneflare, or looking for a babysitter or support worker through platforms such as Care.com.

To a much lesser extent, survey respondents also obtained services through digital platforms where the work was internet-based or performed online. Around the same proportions of people had done this in the last 12 months (4.6%), as those who indicated they had previously obtained these services but not in the last 12 months (5.5%). This kind of work included getting a logo designed, content written, or software developed through platforms such as Freelancer or 99Designs.

The pattern of consumption in Victoria was broadly similar. In the last 12 months, 62.7% of survey respondents in Victoria had bought goods or accessed creative works through online marketplaces; 31.2% had rented premises; 5.0% had obtained services where the work was internet-based; and 43.2% had obtained services where the work was performed in person at a specific location.



Table 31 Prevalence of consuming goods and services through digital platforms.

Bought or rented goods or premises or obtained services through platforms	No		Yes but not in the last 12 months		Yes, currently or in the last 12 months		Total
	N	%	N	%	N	%	%
By buying goods or accessing creative works through online marketplaces	2792	19.9	2434	17.4	8781	62.7	100.0
By renting premises from someone else through digital platforms	7756	55.4	2067	14.8	4186	29.9	100.0
By renting a campervan, parking space, car or other goods through digital platforms	12435	88.8	771	5.5	799	5.7	100.0
By obtaining services where the work was performed in person at a specified location	7182	51.3	990	7.1	5833	41.6	100.0
By obtaining services where the work was internet-based and delivered online	12582	89.9	776	5.5	644	4.6	100.0

Respondents could indicate yes to all five types of consumption.



9 Conclusion

This project constitutes the first comprehensive national survey of digital platform work in Australia. The report has thus far set out the background, survey methods and results of the survey. This conclusion provides a summary of key findings, highlights issues where policy responses may be warranted and canvasses important areas for further research.

A substantial minority of adults in Australia (7.1%) indicate that they currently participate or have recently participated in digital platform work and a further 6.0% have done so in the past. This level of participation is broadly consistent with recent surveys conducted in the UK, The Netherlands, Germany, France and Spain. The substantial level of participation in digital platform work revealed in the survey supports the view that 'non-standard' forms of work are becoming more common in Australia.¹²⁸ This reality may require more attention in the design and administration of routine data collection on labour market participation in Australia.

Digital platform work is a heterogeneous phenomenon. Over 100 platforms were identified by respondents. The top five platforms on which respondents were currently working (Airtasker, Uber, Freelancer, Uber Eats and Deliveroo) are household names in Australia and they have featured strongly in media commentary and community parlance.

Furthermore, the type of digital platform work undertaken was highly varied. We identified 12 categories of work undertaken by respondents, two of which – education and personal services – were unanticipated prior to administering the survey. Further, even within these broad categories, the kinds of work being undertaken was diverse. For example, the professional services category incorporated accounting, consulting, financial planning, legal services, human resources and project management.

In the case of transport and food delivery work specifically, this is also the kind of work that has attracted by far the most attention by researchers. Meanwhile, other forms of gig work, such as service work essential to care, has had a very marginal presence in analyses of the gig economy.¹²⁹ Satisfaction, income and time spent on the platform vary according to the type of work performed. This stands to reason because the experience of platform work, and the opportunities it offers, are likely to be inextricably linked with not only the technologies and corporate business models adopted in the gig economy, but the nature of the work itself. This may be quite different across work that is, for example, vendor-on-premises compared to online, transactional versus relational, or professional versus low-skilled.

In a similar trend to platforms indicated by workers, a large number of websites and platforms were listed by respondents in relation to selling, renting out or licensing through digital platforms. The most frequently cited – Gumtree, eBay, Facebook Marketplace and Airbnb – are ubiquitous companies in Australia. Respondents had also been selling, renting or licensing products on digital platforms for longer than they had been working on digital platforms.

Further suggesting a proliferation of digital platforms across the economy and their increasing integration into people's everyday lives, nearly two-thirds of respondents had bought goods or accessed creative works through online marketplaces in the previous 12 months. The majority of respondents had also obtained services through a digital platform. This was mostly in relation to in-person services such as getting food delivered or being transported by, for example, Uber. However, given the number of platforms indicated by workers which intermediate this kind of service work, it seems likely that consumption of such services via platforms will continue to be popular and may expand in the future.

128 Cappelli, P. & Keller, J. (2013). Classifying work in the new economy. *Academy of Management Review*, 38(4), 575–596.

129 Flanagan, above, n. 28.

Digital platform work appears to commonly supplement other forms of income. Survey findings show, for example, that the overwhelming proportion of workers indicate they are 'employed' rather than retired or otherwise out of the labour force (85.5%). This is supported by results suggesting that a significant motivation for engaging in platform work is to 'earn extra money' and that four-fifths of the sample indicated that platform work generated less than half of their total annual income. Only 2.7% said they earned all of their income via this means.

Yet a not-insignificant minority (15.4%) are strongly reliant on such income, indicating that their earnings via platform work is essential for meeting basic needs. These seemingly counter-intuitive findings – that earnings from platform work are supplementary but that around 40% of workers say earnings are either important or essential – could be explained by the fact that low-income workers are likely to be at least somewhat reliant on *all* income sources, no matter how small a fraction of total income.

Around half of digital platform workers indicated that they do not pay tax on their income. Intermittent, infrequent participation and/or few hours being spent working through platforms may partly account for this finding, in that the income for some workers may not meet minimum tax thresholds.

Previous studies have consistently reported low wages in the gig economy. Income levels reported in the survey were divergent, ranging from under \$10 per hour up to over \$100 per hour, with professional service workers reporting higher earnings and transport and food delivery workers reporting lower earnings. Compounding the issue of low earnings is that many platform workers also do not enjoy entitlements associated with employment such as leave and superannuation payments *and* that they are often responsible for their own work-related expenses (e.g., fuel, bicycle repairs, IT costs) and unpaid tasks (e.g. maintaining an online profile; negotiating payments with clients).

Over one-third of current platform workers indicated that they did not know how much time they spent undertaking this work and nearly half reported that they did not know how much time they spent on unpaid tasks. This may mean these individuals had never calculated these hours or that they did not recall. This suggests that the nature of platform work may obfuscate precise estimates of remuneration. Estimates may be particularly difficult for example, when workers are paid by the task rather than by the hour, or because there are gaps between periods of paid work. Unremunerated tasks have been referred to as 'time out of life',¹³⁰ and appear to be mandatory for engaging with many intermediaries. These features of platform work further erode hourly rates of pay and may mean that some workers may be being paid significantly below minimum Australian hourly rates.

The findings also show that women earned less than men as an hourly rate on average. They were also significantly less satisfied than men with their ability to set the price for their services. Women were less positive than men about the fairness of fees and costs associated with work through the platform. Furthermore, women were more likely to participate in work traditionally dominated by women, including clerical and data entry, writing and translation and caring, whereas men were more likely to participate in work traditionally dominated by men,¹³¹ such as software development and technology, and

130 McCann, D. & Murray, J. (2010). *The legal regulation of working time in domestic work*. International Labour Organization: Geneva.

131 Glick, P., Wilk, K. & Perreault, M. (1995). Images of occupations: Components of gender and status in occupational stereotypes. *Sex Roles*, 32(9-10), 565-582; Couch, J. V. & Sigler, J. N. (2001). Gender perception of professional occupations. *Psychological Reports*, 88(3), 693-698.

transport and food delivery. Hence, it is possible that digital platform work reproduces the gendered features of labour markets and the gender pay gap that exist in the broader economy. It is crucial for future research to examine the issue of whether intermediated work reproduces or even amplifies inequalities in the labour market, not only on the basis of gender but also race, ethnicity and class.¹³²

There were indicators in the survey findings that individuals who may be more vulnerable in the labour market are more likely to participate in digital platform work. These individuals include those who are: young (compared to older age groups); students and the unemployed (compared to employed/self-employed respondents); temporary residents and to a lesser extent permanent residents (compared to Australian citizens); and people who speak a language other than English at home and those with a disability (compared to respondents without these characteristics). One interpretation of these findings is that the gig economy offers work opportunities for individuals who may be disadvantaged in the labour market. However, another interpretation is that platform work – or at least that which is low paid and insecure – does little to redress existing structural inequalities in the labour market. This perspective decries the promotion of such work as ‘an opportunity’ or as a flexible and accessible solution to the challenges faced by vulnerable groups in accessing decent and secure work. Respondents who lived in regional and remote areas in Australia were *less* likely than those living in a major city to participate. This may be less a function of advantage or disadvantage than fewer opportunities to access such work in regional Australia.

Additionally, a substantial minority of workers did not know how specific features of their main digital platform operated, in particular, whether or not the platform had a dispute settlement process, could restrict access to work opportunities if the work was unsatisfactory, or could change their contract or terms. Together with the findings above related to unknown paid and unpaid time commitments, there may be a high level of obfuscation associated with digital platform work in relation to both the terms on which workers engage and the true level of remuneration involved.

A sizeable minority of platform workers indicated that they thought the platform treated them as an employee. The survey cannot reveal why these individuals answered in this way; the degree to which platform work has features typical of an employment relationship, in contrast to independent contracting, is a complex issue often assessed by courts and tribunals on a case by case basis. Some of the factors which can be considered in such cases include whether the worker can choose when and where to work, or how fast or slow to work, and whether the worker has a substantial investment in capital equipment.¹³³ The finding here, that transport and food delivery workers, compared to professional service workers, were particularly dissatisfied with the ability to set prices and decide how to perform tasks or projects, may suggest a greater dependency on the platform by these workers. In light of that, it is perhaps not surprising that each of the cases decided in Australia to date on the employment status of platform workers have involved transport or food delivery workers.¹³⁴

132 Ticona, J. & Mateescu, A. (2018). Trusted strangers: Carework platforms' cultural entrepreneurship in the on-demand economy. *New Media and Society*, 20(11), 4384–4404.

133 Stewart, above, n. 18.

134 See, e.g. *Klooger v Foodora Australia Pty Ltd* [2018] FWC 6836 (Fair Work Commission, 16 November 2018); *Suliman v Rasier Pacific Pty Ltd* (Fair Work Commission, 12 July 2019); *Gupta v Portier Pacific Pty Ltd* [2019] FWC 5008 (Fair Work Commission, 23 August 2019).

In terms of satisfaction, however, and consistent with previous literature,¹³⁵ it should be noted that levels of satisfaction were highest in relation to the flexibility of the work. This included the ability of platform workers to choose their hours of work and the tasks or projects they undertook, to do so at the pace they preferred and to be their own bosses. Similarly, these features of platform work featured prominently in the primary motivations for participation. The findings on reasons why previous platform workers discontinued this kind of work, on the other hand, suggests that the high level of flexibility inherent in platform work may be offset by insufficient income, insufficient work available, or unsatisfactory time demands. Indeed, one in six participants indicated the reason they discontinued platform work was because they found full-time or more suitable employment as an alternative. This, and the fact that nearly as many respondents who were currently or recently participating, had participated previously but not within the last 12 months, may be indicative of the challenges faced by platforms to attract sufficient numbers of workers in order to be competitively mobilised at any given time, and that competition for workers may be fierce.¹³⁶ This potential problem has been under-examined and there is a need for further research that considers issues of turnover and retention in the new business models used in the gig economy. Indeed, the perspectives of digital platform businesses themselves remain a 'black box' in research on emerging themes in platform work.



¹³⁵ See, e.g., Barnes et al., above, n. 61; Lehdonvirta, above, n. 85.

¹³⁶ Cook et al., above, n. 54, section 2.4.



Appendix A

The survey instrument

About this survey**Australians and the Gig Economy Survey**

Prevalence and characteristics of digital platform work in Australia
QUT Ethics Approval Number 1900000128

PARTICIPANT INFORMATION FOR QUT RESEARCH PROJECT

This survey is about digital platforms. You may know it as the gig economy. Digital platforms are websites and/or apps that connect individual workers to consumers and businesses that need their services on-demand. In the gig economy, the service is usually short-term (a “gig”) and payment for the gig usually occurs through facilities provided by the platform.

There are a wide variety of platforms that match people with paid services, e.g. Uber, AirTasker, Freelancer, Mable, Deliveroo, Oneflare, and many others.

This research project explores the extent and nature of participation in gig work across Australia. We are interested in understanding how Australians seek and obtain work through any digital platforms (not just the ones we mention here). Adults 18 years or over are invited to participate whether or not they have ever used an online platform to obtain work.

The research is funded by the Victorian Department of Premier and Cabinet.

What does participation involve?

Participation involves completing this online survey which will take up to 15 minutes.

Example questions are:

“In the last 12 months, through which digital platforms did you offer or provide services?”

“On average in the previous 12 months, how many hours per week did you spend actually working for pay on jobs obtained through digital platforms?”

Your participation is voluntary. Whether you do or don’t take part will not be known to QUT or the funder. If you agree to participate you do not have to complete any question(s) you are uncomfortable answering. You can withdraw from the research without penalty by exiting the survey before submitting your responses. Once it has been submitted your survey cannot be withdrawn.

Clicking the consent button and submitting the survey indicates that you understand this information about the research and agree to take part.*What are the possible risks and benefits for me if I take part?*

There are minimal risks associated with your participation: mostly minor inconvenience in the time spent answering questions, and possibly discomfort from reflecting on your experiences of platform work if these have been negative. The research outcomes may inform policy development including those protecting the rights of Australian platform workers.

What about privacy and confidentiality?

It will not be possible to identify you at any stage of the research, because personal identifying information is not captured in any response and no traceable information is collected via the server or survey tool. Data collected as part of this research will be stored securely at QUT for a minimum of 5 years. It will be used only in this research. The results will be reported, and the Victorian Department of Premier and Cabinet will receive a summary of the data but will not be able to identify any individual.

If you have any questions or require further information please contact the Research team lead:
Professor Paula McDonald, p.mcdonald@qut.edu.au, +61 7 3138 5318.

What if I have a concern or complaint regarding the conduct of the research project?

QUT is committed to research integrity and the ethical conduct of research projects. To discuss the study with someone not directly involved, particularly in relation to matters concerning policies, information or complaints about the conduct of the study or your rights as a participant, please contact the QUT Research Ethics Advisory Team: +61 7 3138 5123 or humanethics@qut.edu.au.

Thank you for helping with this research project.

Click [QUT Survey Information.pdf](#) to print this information.

CONSENT: Would you like to continue?

Yes, I consent to participate

—

Screening Questions

What is your age?

- Under 18
 65 - 74
 18 - 34
 75 or older
 35 - 49
 Prefer not to say
 50 - 64

What is your gender?

- Male
 Female
 Intersex/Indeterminate
 Other
 Prefer not to answer

What Australian State or Territory do you live in?

Earning Income through Digital Platforms

Have you ever earned an income by **selling products or your own possessions, or licensing creative works**, through online marketplaces *e.g., selling goods through Etsy, eBay, or other similar platforms, OR licensing music, photos, designs or digital assets through Spotify, iStockphoto, Envatomarket or similar platforms*

- No
 Yes but NOT in the last 12 months
 Yes, currently or within the last 12 months

Have you ever earned an income by **renting out premises** to someone else through digital platforms *e.g., renting out your house or apartment through Airbnb, Stayz or similar, or sharing office space that you personally own through Sharedesk, ShareMyOffice, Liquidspace, or other similar platforms*

- No
 Yes but NOT in the last 12 months
 Yes, currently or within the last 12 months

Have you ever earned an income by **leasing out your campervan, parking space, car (but not driving it) or other goods such as tools, toys or dresses**, to someone else through digital platforms *e.g., leasing out your property through Camptoo, Findacarpark, CarNextDoor, AnyHire, The Volte, Kindershare, ToolMates, or other similar platforms*

- No
 Yes but NOT in the last 12 months
 Yes, currently or within the last 12 months

Have you ever **worked or offered services** through digital platforms where the platform matches you with the client and you are paid via the platform, and **you perform the work IN PERSON, at a SPECIFIED LOCATION**, rather than via the internet.

e.g., driving for Uber, delivering food for Deliveroo, doing home maintenance or odd jobs through Airtasker or HiPages, providing care and support work through Mable or Care.com, or doing photo shoots through Snapp, The RightFit, or other similar work through other platforms.

- No
 Yes but NOT in the last 12 months
 Yes, currently or within the last 12 months

Have you ever **worked or offered services** through digital platforms where the platform matches you with the client and you are paid via the platform, but **the work is COMPUTER OR INTERNET-BASED**, rather than done at a specific location.

e.g., coding or programming through platforms like MechanicalTurk or Upwork, or writing or creating logos, apps or websites for clients through platforms like Freelancer, 99Designs, or other similar platforms – but NOT completing online surveys like this one.

- No
- Yes but NOT in the last 12 months
- Yes, currently or within the last 12 months

Renting, Leasing, Selling or Licensing through Platforms

RENTING, LEASING, SELLING OR LICENSING through Platforms

The following questions are about **selling** your products or possessions in online marketplaces such as Ebay, **licensing creative works** through online marketplaces such as iStock or Envato, and **renting or leasing out** accommodation, office space, campervans, parking spaces, or your own possessions (such as toys, dresses or tools) through digital platforms such as AirBnb, Stayz, CarNextDoor, Liquidspace or Toolmates.

Through which digital platforms did you earn money from **renting, leasing, selling or licensing** in the last **twelve months**? (Please select all that apply)

- | | | |
|--|---|---|
| <input type="checkbox"/> AirBnB | <input type="checkbox"/> Etsy | <input type="checkbox"/> ShareWorkspace |
| <input type="checkbox"/> AnyHire | <input type="checkbox"/> Facebook Marketplace | <input type="checkbox"/> Shutterstock |
| <input type="checkbox"/> Behance | <input type="checkbox"/> Findacarpark | <input type="checkbox"/> Spacer |
| <input type="checkbox"/> Camplify | <input type="checkbox"/> Gumtree | <input type="checkbox"/> Spotify |
| <input type="checkbox"/> Camptoo | <input type="checkbox"/> iStock | <input type="checkbox"/> Stayz |
| <input type="checkbox"/> Car Next Door | <input type="checkbox"/> Kindershare | <input type="checkbox"/> StudioTime |
| <input type="checkbox"/> Divvy | <input type="checkbox"/> Liquidspace | <input type="checkbox"/> The Volte |
| <input type="checkbox"/> Dribbble | <input type="checkbox"/> RentbyOwner | <input type="checkbox"/> ToolMates |
| <input type="checkbox"/> EBay | <input type="checkbox"/> Sharedesk | <input type="checkbox"/> Turo |
| <input type="checkbox"/> Envatomarket | <input type="checkbox"/> ShareMyOffice | <input type="checkbox"/> Another platform? Please list other platforms here: <input style="width: 100px; height: 15px;" type="text"/> |

How long ago did you first start **selling, renting or leasing** your property or possessions, or **licensing** creative works through digital platforms?

- Less than 6 months ago
- Between 6 and 12 months ago
- More than 1 year ago but less than 2 years
- More than 2 years ago but less than 3 years
- More than 3 years ago
- More than 5 years ago

Which of the following statements best describes the **income** you earn from **licensing creative works or selling, leasing or renting** your property or possessions through digital platforms? *Please EXCLUDE any other income including income from other digital platform work.*

- It is essential for meeting basic needs
- It is an important part of my overall income, but not essential
- It is nice to have, but I can live without it

During your most active period of **renting, leasing, selling or licensing** through digital platforms, approximately how many **hours per week** did you typically spend on activities related to that?

~
 I don't know

Experience with platform work

Experience with Platform Work

The following questions are about **working or offering services** through digital platforms where you and the client are matched digitally, and the payment is conducted digitally via the platform, and where **work is performed in-person, on-location, or is internet-based and done online**.

The questions **exclude** licensing, selling or leasing out property (e.g., through AirBnb, Stayz etc) and exclude completing online surveys.

In the last 12 months, through which digital platforms did you **work or offer services**? (Please select all that apply).

- | | |
|--|--|
| <input type="checkbox"/> 99designs | <input type="checkbox"/> Mable |
| <input type="checkbox"/> Airtasker | <input type="checkbox"/> MadPaws |
| <input type="checkbox"/> Amazon MechanicalTurk | <input type="checkbox"/> Odesk |
| <input type="checkbox"/> Care.com | <input type="checkbox"/> Ola |
| <input type="checkbox"/> CareSeekers | <input type="checkbox"/> Oneflare |
| <input type="checkbox"/> Deliveroo | <input type="checkbox"/> PeoplePerHour |
| <input type="checkbox"/> Dribbble | <input type="checkbox"/> Sidekicker |
| <input type="checkbox"/> Fiverr | <input type="checkbox"/> TaskRabbit |
| <input type="checkbox"/> Foodora | <input type="checkbox"/> Taxify |
| <input type="checkbox"/> Freelancer | <input type="checkbox"/> Toptal |
| <input type="checkbox"/> Guru | <input type="checkbox"/> Uber |
| <input type="checkbox"/> Helping | <input type="checkbox"/> Ubereats |
| <input type="checkbox"/> HiPages | <input type="checkbox"/> Upwork |
| <input type="checkbox"/> Lyft | <input type="checkbox"/> Another platform? Please list other platforms here:
<input type="text"/> |

How long ago did you first start working or offering services through digital platforms?

- Less than 6 months ago
- between 6 and 12 months ago
- More than 1 year ago
- More than 2 years ago
- More than 3 years ago
- More than 5 years ago

When you are **working or offering services** through digital platforms **how often** do you usually do that?

- At least a few times per week
- About once a week
- Less than once a week but at least once a month
- Less than once a month

When you are **working or offering services** through digital platforms, how many **hours per week** do you usually spend doing that? *Please remember these questions exclude licensing, selling or leasing out property (e.g., through AirBnb, iStock etc).*

- Between 5 and 9 hours per week
- Between 10 and 15 hours per week
- Between 16 and 25 hours per week
- Between 26 and 35 hours per week
- More than 35 hours per week

Which of the following statements best describes the **income** you earn from **working or offering services** through digital platforms? *Please only include the income you earn from working and exclude income from licensing, selling or leasing out property.*

- It is essential for meeting my basic needs
- It is an important part of my overall income, but not essential
- It is nice to have, but I can live without it
- I do not earn any income from digital platform work

In the last 12 months, approximately how much of your **total annual income** came from working through digital platforms?

- Less than half of my total annual income
- At least a half but less than 100% of my total annual income
- 100% of my total annual income

For work done in the last 12 months, did you pay (or expect to pay) any taxes in relation to income from working through digital platforms?

- Yes
- No, because I am not required to pay tax
- No, because of other reasons
- I prefer not to answer

How important to you, if at all, were the following reasons when originally deciding to work or offer services through digital platforms?

	Very Important	Important	Slightly Important	Not at all Important	Not applicable
Building networks	<input type="radio"/>				
Attracting more clients	<input type="radio"/>				
Connecting socially with people	<input type="radio"/>				
Working for myself and being my own boss	<input type="radio"/>				
Working the hours I choose	<input type="radio"/>				
Working in a place that I choose	<input type="radio"/>				
Gaining new knowledge or skills, or improving existing skills	<input type="radio"/>				
A financial necessity	<input type="radio"/>				
Doing work that I enjoy	<input type="radio"/>				
Earning extra money	<input type="radio"/>				
Finding work despite health issues or disability	<input type="radio"/>				
Finding regular work	<input type="radio"/>				
Choosing my own tasks or projects	<input type="radio"/>				

	Very Important	Important	Slightly Important	Not at all Important	Not applicable
Building a portfolio	<input type="radio"/>				
Other motivations, please specify: <input type="text"/>	<input type="radio"/>				

Main Digital Platform Work

Main Digital Platform Work

The following questions are in relation to **one platform**. If you have offered or provided services through multiple platforms, please answer the following questions in relation to the platform through which **you have spent the most time in the last 12 months**. We refer to this as **the main platform**.

If you have only worked for one platform, then that is your main platform.

These questions exclude licensing, selling or leasing out property and online surveys.

Through which platform did you spend the **most time working or offering services** in the last twelve months – your **main digital platform**?

- 99designs
- Airtasker
- Amazon MechanicalTurk
- Care.com
- CareSeekers
- Deliveroo
- Dribbble
- Fiverr
- Foodora
- Freelancer
- Guru
- Helping
- HiPages
- Lyft
- Mable
- MadPaws
- Odesk
- Ola
- Oneflare
- PeoplePerHour
- Sidekicker
- TaskRabbit
- Taxify
- Toptal
- Uber
- Ubereats
- Upwork
- Another platform? Please list here:

Which of the following best describes the type of work or services you most commonly offer through the **main digital platform**?

- Writing and translation
(Academic writing; Article writing; Copywriting; Creative writing; Technical Writing; Translation)
- Skilled trades work
(Carpentry; Plumbing; Electrical work)
- Sales and marketing support
(Ad posting; Lead generation; Search engine optimization; Telemarketing)
- Professional services
(Accounting; Consulting; Financial planning; Legal services; Human resources; Project management)
- Odd jobs and maintenance work
(Running errands; General maintenance duties; Removalist)
- Creative and multimedia
(Animation; Architecture; Audio; Logo design; Photography; Presentations; Video production; Voice acting)
- Caring
(Aged or disability care; Pet services; Babysitting; Nannying)
-

(Customer service; Data entry; Transcription; Tech support; Web research; Virtual assistant)

- Transport and Food delivery
(Taxi services; Food delivery; Package or goods delivery)
- Software development and technology
(Data science; Game development; Mobile development; QA and testing; Server maintenance; Software development; Web development; Web scraping)
- Other types of services or work, please specify:

On what basis do you get paid (or would you get paid, if you haven't earned any income yet) for your **work** through the **main** digital platform? If several methods apply, select the one which is most common.

- I am paid per completed task or job
- I am paid for the time or hours I work
- I receive a fixed daily/weekly/monthly income
- A combination of some or all of the above
- I don't know

Please estimate approximately **how much per hour** (in pre-tax Australian dollars) you usually get paid for tasks undertaken through your **main digital platform**.

- dollars per hour
- I don't know

How many **hours per week** do you usually spend working or seeking work through your main digital platform?

- hours per week
- I don't know

How many of these hours on average, are spent searching, quoting or bidding for work, updating your profile, posting information or doing other **UNPAID tasks**?

- hours per week
- I don't know

Please answer the following questions about how the **main digital platform** operates.

	Yes	No	I don't know
The platform charges me a fee (e.g., a subscription cost) to register or access work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform allows me to work for a client that I originally met through the platform, without having to use the platform	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform has someone available that I can contact if I have a problem or concern	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform requires me to take out my own insurance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform requires me to supply an Australian business number (ABN)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform allows for me to be rated by clients	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform allows me to rate the clients for whom I work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform allows me to arrange for work I have accepted to be performed by someone else on my behalf, or for someone else to help me	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am required by the platform to be available to work either at particular times, or for at least a minimum amount of time	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Yes	No	Don't know
The platform provides information on the regulations with which I have to comply (e.g., tax, superannuation, GST)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform penalises me for declining work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform requires me to display its brand or logo (eg, on clothing, equipment or documents) when performing work or dealing with clients	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform requires me to pay a set amount or percentage of what I earn through the platform	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform allows me to provide feedback about the platform itself, its website, app or processes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform has a dispute settlement process	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform covers me with at least one type of work-related insurance (e.g., for work-related injuries, professional indemnity)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform supplies me with the equipment or facilities (such as a computer, internet access, vehicle etc) that I need to perform the work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can contact other workers who are using the platform, through the platform itself	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform can restrict access to work opportunities if my work is not satisfactory	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform charges for priority work opportunities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform treats me as its employee	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The platform has changed my contract or terms and conditions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Where are the clients located to which you offer or provide services through the main digital platform?

- Australia Only
- Overseas Only
- Both Australia and Overseas
- I don't know

In which Australian State or Territory are these clients most commonly located:

In which country are these clients most commonly located?

In which country or in which Australian State or Territory, are these clients most commonly located?

When I complete tasks obtained through the main digital platform, I am most often located:

- At home
- At the workplace where I am an employee
- In a co-working space shared with other workers
- At another location chosen by me (e.g., café, library)
- Travelling in my car or on my bike
- In the home of an individual client I am doing the task for
- On the premises of a business client I am doing the task for
- At another location chosen by the client I am doing the task for
-

To what degree does the work you do through the main digital platform:

	A Lot	Some	A little	Not at all	Not applicable
Use your formal qualifications	<input type="radio"/>				
Use your experience from past jobs	<input type="radio"/>				
Use your skills and experience overall	<input type="radio"/>				
Require you to do additional training	<input type="radio"/>				

To what extent do you agree or disagree with the following statements regarding the main digital platform:

	Strongly agree	Agree	Neither agree nor disagree	Disagree	Strongly disagree	I do not know	Not applicable
I enjoy the work that I do	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can attract more clients	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The competition for work is reasonable	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can work from home or another place that I choose	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can choose my own tasks or projects	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can work the hours I choose	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The fees and costs associated with work through the platform are fair	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can find regular work through the platform	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I receive adequate support to resolve disputes over payments or tasks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The income I earn is fair	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The health and safety conditions are adequate	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can work for myself and be my own boss	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can find work through the platform despite health issues or disability	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can access work opportunities overseas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The rating system on the platform is fair	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am gaining new skills or improving existing skills	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I can work at the pace I choose	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I have the ability to set the price for my services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am free to decide how to perform any tasks or projects I accept	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

General Comments

Is there anything else you would like to tell us about your experience with digital platform work?
Please provide your comments below.

General Questions About You

General Questions About You

Have you ever **bought goods or accessed creative works** through online marketplaces?

Experience with platform work more than 12 months ago**Experience with Platform Work MORE Than 12 Months Ago**

The following questions are about your previous experiences (**more than 12 months ago**) in offering services or **working** through digital platforms where you and the client are matched digitally, and the payment is conducted digitally via the platform, and **where work either is performed on location or is internet based**.

*The following questions **exclude** licensing, selling or leasing out property (eg through AirBnb, Stayz etc), and exclude completing online surveys.*

Which digital platforms did you previously work or offer services through, **more than 12 months ago**?

- | | | |
|---|--------------------------------|--|
| <input type="radio"/> 99designs | <input type="radio"/> Guru | <input type="radio"/> PeoplePerHour |
| <input type="radio"/> Airtasker | <input type="radio"/> Helping | <input type="radio"/> Sidekicker |
| <input type="radio"/> Amazon MechanicalTurk | <input type="radio"/> HiPages | <input type="radio"/> TaskRabbit |
| <input type="radio"/> Care.com | <input type="radio"/> Lyft | <input type="radio"/> Taxify |
| <input type="radio"/> CareSeekers | <input type="radio"/> Mable | <input type="radio"/> Toptal |
| <input type="radio"/> Deliveroo | <input type="radio"/> MadPaws | <input type="radio"/> Uber |
| <input type="radio"/> Dribbble | <input type="radio"/> Odesk | <input type="radio"/> Ubereats |
| <input type="radio"/> Fiverr | <input type="radio"/> Ola | <input type="radio"/> Upwork |
| <input type="radio"/> Foodora | <input type="radio"/> Oneflare | <input type="radio"/> Another platform? Please list other platforms here: <input type="text"/> |
| <input type="radio"/> Freelancer | | |

How long ago did you first start **working or offering** services through digital platforms?

- More than 1 year ago
- More than 2 years ago
- More than 3 years ago
- More than 5 years ago

Thinking about the digital platform work you did **more than 12 months ago**, how often did you work or offer services?

- At least a few times per week
- About once a week
- Less than once a week but at least once a month
- Less than once a month
- I did not get any work

Please list any reasons for **NOT** working or offering services through digital platforms in the last 12 months, where you had previously done so (*e.g., the work was not enjoyable; I couldn't find the time; I couldn't earn enough money*). You can give multiple reasons.

Thinking about **more than 12 months ago**, which of the following statements best describes the **income** you previously earned from providing services through digital platforms?

- It was essential for meeting basic needs
- It was an important part of my overall income, but not essential
- It was nice to have, but I was able to live without it

Is there anything else you would like to tell us about your experience working or offering services through digital platforms? Please provide your comments below.

(eg: buy goods through **Etsy** or **eBay**, access music or photos through **Spotify** or **iStock** or any other similar platforms)

- No
- Yes but NOT in the last 12 months
- Yes, recently or within the last 12 months.

Have you ever **rented premises** from someone else through digital platforms?

(eg. find accommodation through **Airbnb** or similar, or find office space through **Sharedesk**, **LiquidSpace** or similar)

- No
- Yes but NOT in the last 12 months
- Yes, recently or within the last 12 months.

Have you ever **rented a campervan, parking space, car or other goods such as tools, toys, or dresses** from someone else through digital platforms?

(eg: **Camptoo**, **Findacarpark**, **AnyHire**, **The Volte**, **Kindershare** or similar platforms)

- No
- Yes, but NOT in the last 12 months
- Yes recently or within the last 12 months.

Have you ever obtained services through a digital platform, where you were matched digitally with a worker and you paid them via the platform, but **the work was performed in person**, at a location you specified?

(eg: ordered an **Uber**, got food delivered by **Deliveroo** or **Ubereats**, hired an **Airtasker**, or looked for a **babysitter** or support worker through **Care.com**, hired a **Snappr photographer**, or got other types of work done by people through platforms)

- No
- Yes, but NOT in the last 12 months
- Yes, recently or within the last 12 months

Have you ever obtained services through a digital platform, where you were matched digitally with a worker and you paid them via the platform, and the work was **internet-based, delivered online** and could have been performed at any location.

(eg: got a logo designed, content written or software developed through platforms like **Freelancer**, **99Designs** or got other work done online using a platform).

- No
- Yes, but NOT in the last 12 months
- Yes, recently or within the last 12 months

Excluding any work through digital platforms, which of the following best describes your current situation?

- Employee or self-employed
- Unemployed (or would be unemployed if not for platform work)
- Student
- Retired
- Full-time homemaker or unpaid carer
- Volunteer
- Other not in the labour force

What is your current employment status in your **main job** (excluding any platform work)?

- Full-time permanent/ongoing employee
- Part-time permanent/ongoing employee
- Casual employee
- Fixed term contract
- Self-employed without employees
- Self-employed with employees
- I have some other type of arrangement

Which of the following best describes your occupation or job title in your **main job** (excluding any platform work)?

Have you ever held a paid job (excluding any platform work)?

- Yes
- No

In your **most recent job** (excluding any platform work), which of the following best describes your occupation or job title?

What is the highest level of education you have completed?

- Some primary school
- Some high school
- Finished high school
- A certificate (e.g., Trade certificate, certificate I-certificate IV)
- An apprenticeship or traineeship
- A diploma, advanced diploma, or associate degree
- A bachelor degree
- A post-graduate qualification

Which of the following best describes your current circumstances?

- Single, no children
- Single with at least one child living with you
- Couple without children
- Couple with at least one child living with you
- Couple with children who do not live with you
- Other

How many people who live with you are economically dependent on you?

- | | | | | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 or more |
| <input type="radio"/> |

In the last financial year, what was the contribution of your income to supporting these dependents?

- I did not earn an income or financially support them
- Less than half of the total financial support
- At least half and less than 100% of total financial support

I don't know

What was your personal income (pre-tax in Australian dollars) last financial year? *Please consider all your sources of income, including salary, income from sub-letting, pensions, trusts, royalties, allowances, interest, dividends or any other sources relevant to you.*

- Nil income
- \$1-\$9,999
- \$10,000 - \$20,000
- \$20,001 -\$40,000
- \$40,001 -\$60,000
- \$60,001 - \$80,000
- \$80,001 - \$100,000
- \$100,001-\$150,000
- \$150,001 or more
- I don't know
- I prefer not to answer

What is your Australian residency status?

- Australian citizen
- Permanent resident
- Temporary resident
- Prefer not to say

Do you speak language other than English at home?

- Yes
- No
- Prefer not to say

Are you of Aboriginal and/or Torres Strait Islander origin?

(A person of Aboriginal and/or Torres Strait Islander descent identifies as such and is accepted as such by the community with which he or she is associated.)

- Yes
- No
- Prefer not to say

Are you a person with a disability?

- Yes
- No
- Prefer not to say

What is your year of birth?

What is the postcode of the area in which you currently live?

Appendix B

Data screening

Screening for low quality data arising from insufficient effort or gamed responses is an important step, especially as there remain concerns about the reliability of data sourced from online research panels. Estimates of low quality data vary but a typical range is considered 5% to 10% of responses.¹³⁷

We adopted the following data screening steps, in line with the findings of DeSimone and Harms.¹³⁸ In total, this removed 7.6% (1152/15165) of the otherwise valid and complete responses.

¹³⁷ DeSimone, J.A. & Harms, P.D. (2018). Dirty data: The effects of screening respondents who provide low-quality data in survey research. *Journal of Business and Psychology*, 33(5), 559-577.

¹³⁸ Ibid.

Data screening steps

Issue to be addressed	Method of identifying	No of responses identified	Remaining responses
Starting number of responses			18438
Delete test responses (1)	Missing valid ID field response	4	18434
Delete test responses (2)	Designated test IDs	7	18427
Delete non consents	Answer no to consent question	1318	17109
Delete screenouts (1)	Under 18	17	17092
Delete screenouts (2)	75 and over	298	16732
Delete over quota screenouts	Was not asked first question after demographic screens	1567	15165
Delete incomplete responses	Not marked as 'Finished' in Qualtrics dataset	337	14828
Delete duplicate values	Match to ORU-created ID, mark first response as original, others as duplicate	567	14261
Insufficient effort (1)	<p>Number of consecutive identical responses – Huang et al. (2012) recommends flagging seven, seven, twelve, ten, and eight SD, D, NA, A, SA in a row</p> <p>We identified cases where the respondent gave the same answers to all questions in at least 2 out of 3 question blocks:</p> <ul style="list-style-type: none"> > Motivation (Q24, 15 items) > Regulation (Q31, 22 items) > Satisfaction (Q37, 19 items) 	27	14234
Insufficient effort (2)	<p>Low response time. Following cutpoints chosen (median response time in brackets:</p> <ul style="list-style-type: none"> > No platform income 1:30 > Currently leasing or selling only 2:00 (4.9 mins) > Current platform worker (all combinations) 4:00 (10.9) > Former platform worker 2:00 (5:30) 	221	14013

Removing consecutive identical responses is well suited to this study in particular because in many instances we are assessing different constructs in the same bank of questions. For example, there are a range of different motivations for participating in platform work which we would expect an attentive respondent to answer differently; and there are many different aspects of regulation touching platform work which we do not expect to be consistent within and across platform types.

Appendix C

Sampling and weighting

To produce reliable population estimates, a survey should take into account in its stratification and weighting procedures the independent variables that are most likely to impact on the phenomenon of interest (in this case, working in the gig economy), as well as demographic characteristics of concern to the audience and characteristics that may influence the respondent's likelihood of responding to the survey.

The key independent variables of interest in this study are:

- > gender
- > age
- > State or Territory
- > remoteness
- > highest education level
- > labour force status

These are personal characteristics known to correlate with internet access and usage in Australia.¹³⁹

Panel provider ORU maintains robust data on participant's gender, age, and State or Territory of residence, so were therefore able to stratify the sample on that basis. The sample was divided up by age (18-34, 35-49, 50-64, 65-74), gender (male, female), and State/Territory of residence and quotas set for each stratum, based on an overall target sample of 15,000 respondents. This was based on a conservative estimate of 5% current participation in platform work (drawing on existing Australian and overseas data), which would provide at least 750 responses from current platform workers, sufficient to conduct some statistical analysis.

As discussed in the report, while the final sample was representative by State/Territory, age, and gender, it was biased toward respondents with post-school qualifications and respondents in major cities. A weight was calculated using data from the ABS May 2018 Survey of Education and Work. Weights were calculated on the following strata: Age x Gender x Highest Education Level. It was not possible using the SEW data to segment any further (i.e. to also include State or Territory or remoteness) due to SEW survey restrictions.

With this initial weight applied (WT_A), the bias for highest education level was substantially reduced and the bias for remoteness was also reduced. The representativeness by age, gender and State/Territory was maintained. Given likely covariance between remoteness and highest education level, it was determined not to apply any additional weighting to avoid overcorrection. Weight values vary between 0.29 and 6.77, with a mean value of 1.68 and a median value of 1.18. Applying weights reduced the incidence of platform work by approximately 1%, consistent with the expected relationship between platform work and highest education level.

139 Australian Bureau of Statistics (ABS) (2018). Household use of information technology, Australia, 2016-17. Cat. no. 8146.0. ABS: Canberra, Table 1.



Appendix D

Multinomial logistic regression

Table D.1: Multinomial logistic regression (participation in digital platform work)

	Former platform worker			Current platform worker		
	SE	Exp(B)	Sig.	SE	Exp(B)	Sig.
Intercept	0.236		0.000	0.203		0.000
Age (ref cat: 18-34)						
35 – 49	0.091	65.0%	0.000	0.082	73.4%	0.000
50 – 64	0.119	41.5%	0.000	0.117	31.8%	0.000
65 – 74	0.205	49.4%	0.001	0.268	13.0%	0.000
Gender (ref cat: male)						
Female	0.078	53.1%	0.000	0.074	51.9%	0.000
State/Territory (ref cat: Vic)						
ACT	0.281	89.9%	0.704	0.262	96.0%	0.876
NSW	0.094	103.5%	0.712	0.089	108.7%	0.350
NT	0.529	65.3%	0.420	0.419	115.2%	0.735
Qld	0.110	97.6%	0.826	0.107	89.6%	0.307
SA	0.177	70.2%	0.046	0.149	94.9%	0.723
Tasmania	0.278	139.0%	0.236	0.291	116.3%	0.603
WA	0.136	96.1%	0.770	0.135	84.6%	0.217
Location (ref cat: Major city)						
Regional or remote Australia	0.122	70.3%	0.004	0.123	60.7%	0.000
Breadwinner status						
Earns most or all income	0.087	113.3%	0.151	0.083	111.5%	0.189
Residency (ref cat: Aus citizen)						
residency_perm	0.114	170.3%	0.000	0.109	170.4%	0.000
residency_temp	0.191	201.8%	0.000	0.155	336.9%	0.000
residency_noans						

	Former platform worker			Current platform worker		
	SE	Exp(B)	Sig.	SE	Exp(B)	Sig.
NESB status (ref cat: not NESB)						
nesb_yes	0.087	149.1%	0.000	0.081	158.4%	0.000
nesb_noans						
atsi_yes	0.257	181.4%	0.021	0.216	256.7%	0.000
atsi_noans	0.306	189.7%	0.036	0.266	246.8%	0.001
Disability status (ref cat: no disability)						
disab_yes	0.154	163.3%	0.001	0.146	166.3%	0.001
disab_noans	0.275	146.3%	0.166	0.245	150.8%	0.093
Highest education level (ref cat: Less than Year 12)						
hel_yr12	0.246	104.5%	0.858	0.218	68.2%	0.078
hel_voc	0.224	135.5%	0.175	0.190	102.1%	0.912
hel_bach	0.223	189.9%	0.004	0.190	119.8%	0.342
hel_pg	0.227	175.8%	0.013	0.194	116.2%	0.439
Labour force status (ref cat: employed)						
Unemployed	0.213	142.5%	0.096	0.173	209.5%	0.000
Student	0.152	139.7%	0.028	0.145	133.8%	0.045
Retired	0.196	72.8%	0.105	0.220	82.9%	0.393
Homemaker/Carer	0.181	130.2%	0.145	0.212	75.7%	0.189
Volunteer	0.403	114.4%	0.739	0.326	201.6%	0.031
Employment status						
Casual	0.173	128.4%	0.148	0.149	178.5%	0.000
Self-employed	0.179	105.8%	0.753	0.123	307.8%	0.000

Reference category: never participated in platform work.
 Source: Survey of digital economy, N= 13,892



accenture

MBB-18

Making delivery work for everyone

March 2021

Accenture Strategy

Commissioned by

Uber

Contents

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Uber Eats delivery workers



Delivery with Uber Eats

 **+210%**

Australians are spending 210% more on food delivery today vs before COVID-19 even as in-venue dining begins to return

 **59,000**

work opportunities provided by Uber Eats in Australia during 2020

 **9 in 10**

delivery workers find flexibility to be a key attraction of working on Uber Eats



Delivery workers in Sydney

 **59%**

of delivery workers joined a delivery platform to support themselves financially during the COVID-19 pandemic

 **3 in 5**

of delivery workers on Uber Eats work an average of 20 hours or less per week

 **\$21.55**

Average take home pay for delivery workers on Uber Eats is \$21.55 per hour during mealtimes. This varies by mode of delivery

 **\$20.47** for cars

 **\$21.97** for motorcycles

 **\$21.92** for bicycles



Platforms and government need to work together to improve platform work for all participants.

Some of the areas they should focus on are:



Providing protection to all delivery workers while on the job



Facilitating innovation in pooled or proportional benefits for all platform workers



Creating channels for continuous feedback and accountability to improve platform work



Executive summary

MBB-18

The gig economy is a relatively new phenomenon that has enabled and driven the emergence of a new type of flexible work that not only allows workers to set their work schedule but also allows them to change it in real time.

Prior to the emergence of app-based work, most workers had a limited ability to easily access flexible work. This was despite workers' preferences shifting towards options that offer more autonomy and greater choice, so they can balance other commitments and needs.

Since its emergence, the gig economy has continued to evolve, offering more options and even easier access to work. This growth accelerated as many Australians began to rely on home delivery during the COVID-19 lockdowns. With consumer spending on food delivery more than three times higher than before COVID-19, delivery platforms such as Uber Eats, Deliveroo, Menulog, DoorDash and EASI are continuing to grow, creating more opportunities for workers to earn.

This study combines administrative data from Uber Eats and bespoke surveys, to understand the experience of Australians working as delivery workers on the Uber Eats app. This study adopts a similar methodology and approach as [Flexibility and fairness: What matters to workers in the new economy](#), to estimate how much delivery workers make and determine their key drivers.

This study also looks at how to improve delivery work, and platform work more generally. With governments all over the world considering how to best support those working in the gig economy, and with platforms looking to make similar investments, there are significant opportunities for collaboration to improve the quality of platform work. In this study, we identify a number of directions for reform that governments and platforms could cooperate on to improve platform work for all workers, both in Australia and globally.

“This growth accelerated as many Australians began to rely on home delivery during the COVID-19 lockdowns.”

Uber Eats created 59,000 work opportunities in Australia during 2020

The COVID-19 pandemic created various challenges for restaurants as Australia headed into lockdown in late March 2020. As dining at restaurants no longer become an option, consumer spending on food delivery services was quick to take its place. Consumer spending on food delivery is now three times more than before the pandemic started. During this time, spending at restaurants has also returned to pre-pandemic levels, suggesting that delivery platforms are here to stay.

Uber Eats entered the Australian market in 2016, and since then has provided thousands of work opportunities across the country. In 2020, Uber Eats supported 59,000 work opportunities, more than eight times its starting point in 2016.

A significant driver of this growth has been the desire from workers for more flexible options. About half the delivery workers on Uber Eats report flexibility as a primary motivator for joining the platform.

When asked about the flexibility of Uber Eats, 9 in 10 delivery workers (89%) were satisfied with the ability to balance work and non-work commitments. This flexibility has allowed 4 in 5 delivery workers (79%) to work another job in addition to Uber Eats, and 34% to engage in studies while working on the app.

Many delivery workers are using Uber Eats to earn supplemental income. About 8 in 10 delivery workers in Sydney work 30 hours or less per week.

Importantly, these work opportunities created by Uber Eats are often provided to individuals who may have otherwise struggled to access work. More than half (60%) of Uber Eats' delivery workers indicated that they found it difficult to access traditional work. The key barriers they faced included visa restrictions, limited skills or experience, and limited English fluency.

More than three-quarters of delivery workers (77%) on Uber Eats were also ineligible for government support during the COVID-19 pandemic. This was primarily due to their visa status. About 6 in 10 delivery workers began delivery work to support themselves financially during COVID-19. Nearly 1 in 3 of all delivery workers increased their hours on delivery platforms to financially support themselves during the pandemic.

The average delivery worker on Uber Eats in Sydney takes home \$21.55 per hour during mealtimes.

Pre-cost earnings per hour on the Uber Eats app vary by mode of delivery. During key mealtimes, delivery workers in Sydney earn on average \$24.04 per hour in a car, \$23.48 per hour on a motorcycle and \$22.65 per hour on a bicycle. Adjusting these figures to account for commute time, pre-cost earnings increase by approximately 6% for all modes of delivery.

The key drivers of pre-cost earnings per hour include when, where and how a delivery worker elects to work on the app. For example, delivery workers who work a higher share of their time during dinnertime on Fridays earn more than the average.

Similar to other independent workers and businesses, delivery workers incur costs associated with their work. Average hourly costs incurred on the Uber Eats app are \$3.30 per hour for cars, \$1.51 per hour for motorcycles and \$0.73 for bicycles.

This means delivery workers on Uber Eats have an average take-home pay of \$20.74 per hour if they drive a car, \$21.97 per hour on a motorcycle and \$21.92 per hour on a bicycle. The weighted average take-home pay for all delivery workers in Sydney is \$21.55 per hour.

While this study does consider delivery workers who find work on multiple apps, it only considers their earnings and experiences with Uber Eats.

Delivery workers value the flexibility of Uber Eats, but some areas can be improved

Delivery workers on Uber Eats value the flexibility and autonomy of being their own boss very highly. 84% of them indicated that flexibility was more important than an hourly wage, while another 84% valued flexibility more than other employment benefits. The flexibility of working on Uber Eats is a core element to attracting its workforce, as the majority of delivery workers (83%) said they would be unlikely to continue delivering if they were required to work set shifts.

Delivery workers on Uber Eats are also satisfied with various other aspects of their job on Uber Eats. When asked about this, 4 in 5 delivery workers said they were satisfied with their role on Uber Eats, while 83% were satisfied with the work itself that they do while on the Uber Eats app.

Despite the positives, delivery workers believe customer support, dependability of earnings and responsiveness to feedback on Uber Eats require improvement. These are some of the areas in which platforms such as Uber Eats can look to reform and improve the experience for delivery workers.



Platforms and government can improve platform work by adopting nine key principles

Platform work has grown quickly over the past decade, providing more opportunities for easy access to flexible work. However, there are various issues platforms and government could address to ensure platform work remains a viable and attractive opportunity.

This study has identified nine key principles to guide platforms and government on reform to improve the quality of platform work for all participants:

- All workers should be kept safe while working.
- All workers should be afforded protection from any injury acquired while working.
- Explore how benefits could accrue to individuals through proportional accounts or pooled funds.
- All workers should be entitled to government support, and platforms should inform workers of their options.
- All workers should be able to maximise their earning potential, and have access to information and tools to help them make informed choices about their work.
- All workers should be encouraged to voice their concerns, and platforms should listen to and act on their feedback.
- All workers should receive support that enables them to realise their potential and aspirations.
- Everyone should be able to reliably find and access quality, safe work.
- Everyone should be able to work in a way that suits them, and have the ability to vary their portfolio of work to suit their needs.



01



Uber Eats supports 59,000 work opportunities in Australia

Demand for food delivery grew during COVID-19, and is now here to stay

Spending on food delivery was quick to substitute for restaurant spending during COVID-19. Today, it is three times higher than pre-COVID levels while restaurant spending has returned to normal.¹

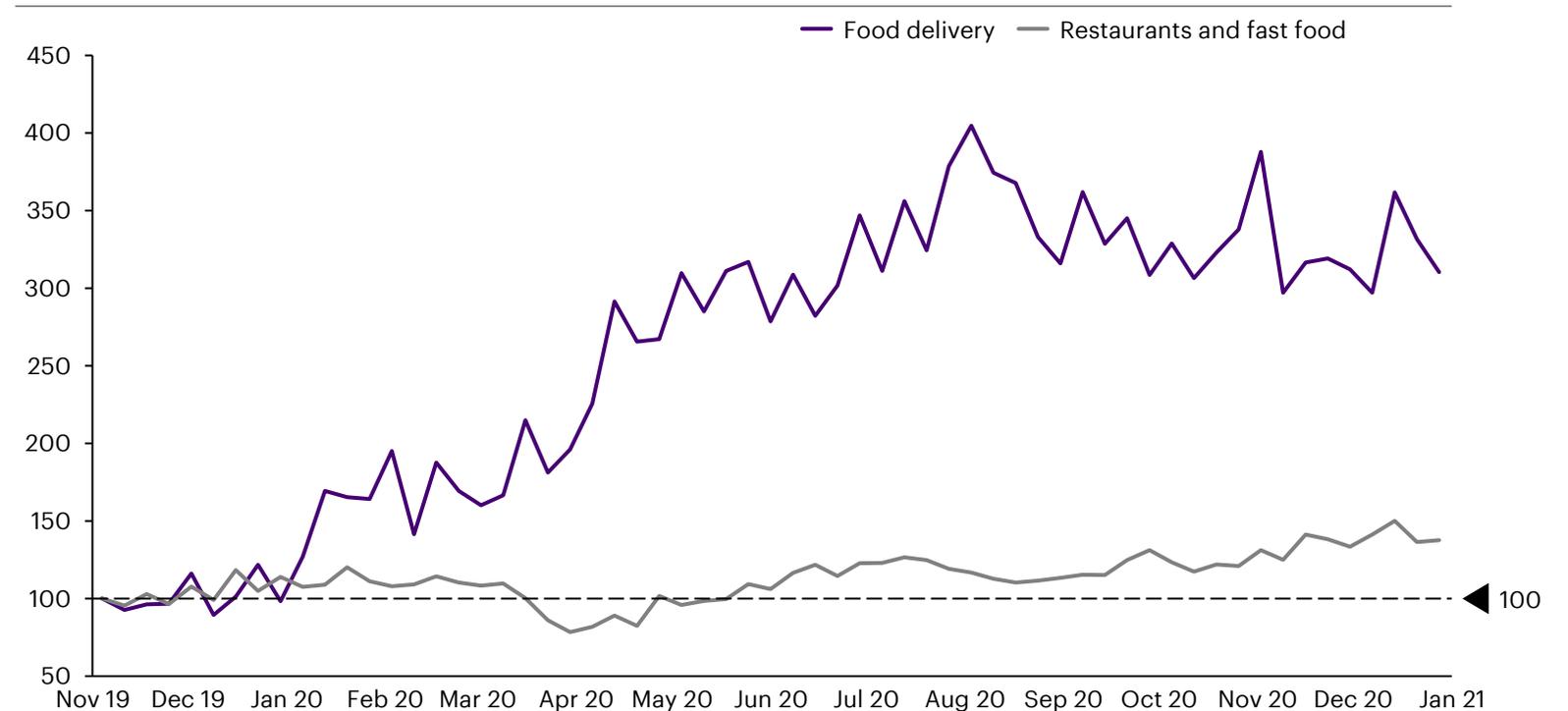
The COVID-19 pandemic created new challenges for industries such as tourism and hospitality. As Australian cities entered lockdown in early 2020, and restaurants faced the challenge of finding new revenue streams, food delivery services provided a direct lifeline to restaurants to keep revenue flowing.

As Australian cities emerged from lockdown in June 2020, restaurants began to experience increased foot traffic and consumer spending. Despite this, spending on food delivery remained more than three times higher than pre-COVID levels.¹

Although food delivery may have operated as an alternative during the pandemic, it has become embedded in the Australian lifestyle, and will continue to be a critical component of Australia's hospitality sector.

Consumer spending on food related purchases during the COVID-19 pandemic

Weekly index of consumption per person, 100 = normal weekly base excluding Christmas



Sources: illion; Accenture analysis

Uber Eats is supporting a growing number of work opportunities in Australia

Work opportunities provided by Uber Eats increased eight-fold since 2016, driven by workers' desire for more flexible work.¹

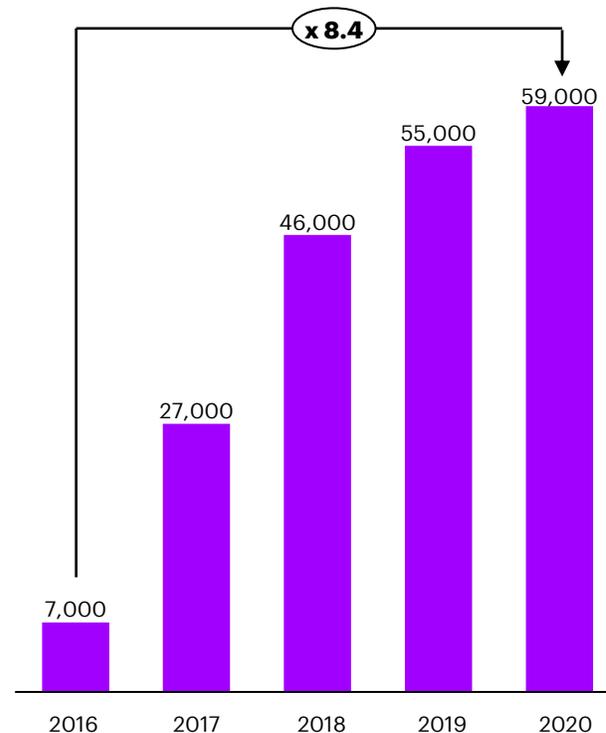
The food delivery industry has rapidly evolved since the 1990s when the first businesses entered the Australian market. Since then, multiple platforms – including Menulog, Deliveroo, Uber Eats and EASI – have entered the Australian market, growing food delivery to a \$2.6 billion industry, up 550% from 2016.² This significant growth has provided thousands of work opportunities for people across Australia, and provided a lifeline to the hospitality industry during the COVID-19 pandemic.

In 2016, Uber Eats alone provided work opportunities to approximately 7,000 workers in Australia. Since then, it has expanded across Australia and seen a significant growth in demand, resulting in an eightfold increase in the number of monthly active delivery workers working on the platform, to a 2020 total of 59,000.¹

A significant driver of growth in the number of delivery workers in Australia is workers wanting the flexibility and autonomy to dictate their own working hours and times. This was reflected in a recent Uber Eats survey, in which nearly half (49%) of all respondents reported having joined the Uber Eats app because it offered them the flexibility to choose their own working hours.³ Other key drivers of growth in workers on Uber Eats included unemployment (24%) and opportunities to earn additional income (17%).³

Active Uber Eats delivery workers in Australia over time

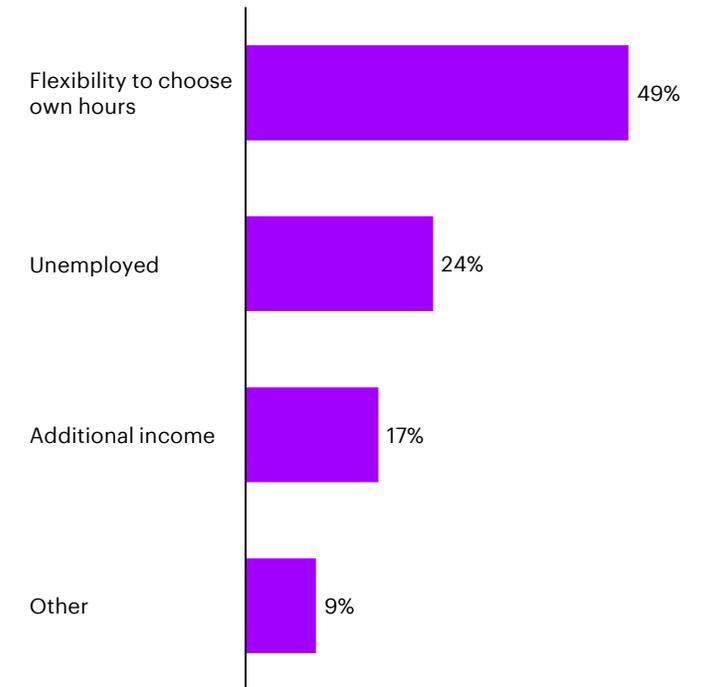
Number of active delivery workers, Dec 2016 – Dec 2020



(a) Survey question: Which, if any, of the following best describes your motivation to start delivering via the Uber Eats app?
Sources: Uber Eats administrative data; Uber (2020) Why I deliver survey; Accenture analysis.

Primary motivation for joining Uber Eats (a)

% of survey respondents (n = 567), 2020



1 Uber Eats administrative data.

2 AlphaBeta Australia (2020) *Growing the pie*. Research conducted prior to COVID-19 pandemic found that 70% of this economic activity was incremental to the restaurant economy.

3 Uber (2020) Why I deliver survey.

Uber Eats provides workers the flexibility they desire

A large proportion of delivery workers are satisfied with the flexibility offered by their current role. Many of them are also engaged in other activities while working on Uber Eats.

A key characteristic of the work opportunities provided by Uber Eats is the degree of freedom and autonomy it provides to delivery workers, who have complete authority over when they work, where they work, how they work and how much they work.

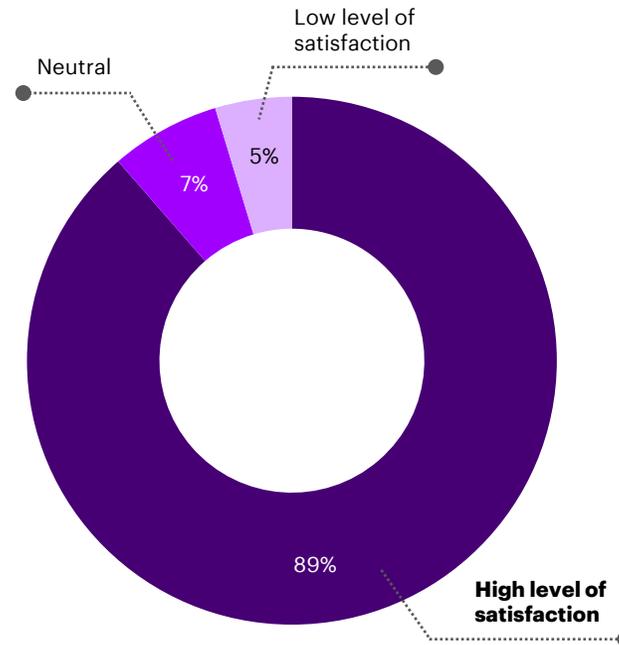
The importance of this flexibility is reflected in a recent survey of delivery workers, in which 9 in 10 respondents (89%) were satisfied with the level of flexibility Uber Eats offered them to balance their work and non-work commitments.¹

The flexibility of Uber Eats has allowed 1 in 2 delivery workers surveyed (47%) to improve their work-life balance since joining the Uber Eats app.²

This flexibility has also allowed delivery workers to engage in other activities such as additional part-time work or studying. Four in five delivery workers surveyed (79%) indicated that they were working at least one other job in addition to Uber Eats, while another 34% indicated they were studying simultaneously.³

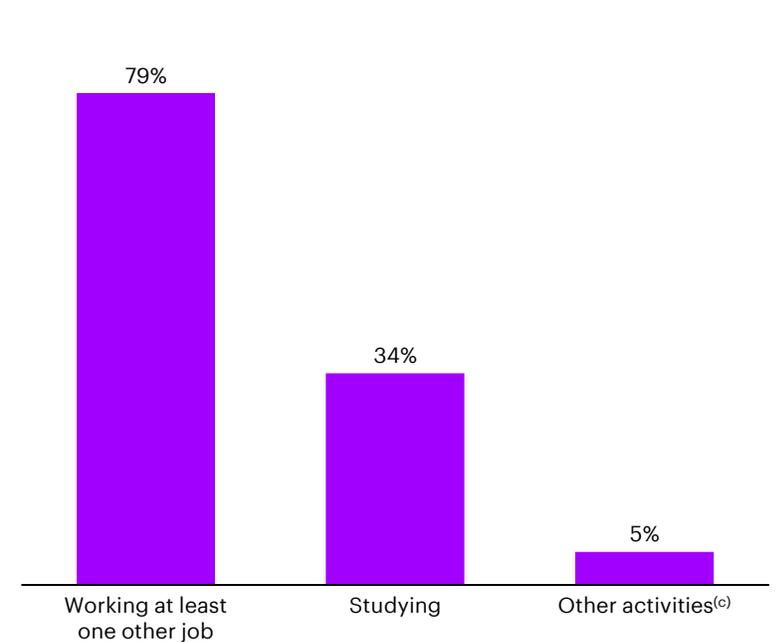
Satisfaction with job flexibility among Uber Eats delivery workers^(a)

% of survey respondents (n = 492), 2021



Engagement in activities outside of Uber Eats prior to COVID-19^(b)

% of survey respondents (n = 492), 2021



(a) Survey question: You said you work on the Uber Eats platform. How would you rate your satisfaction in working with Uber Eats in the following aspects of your job as a delivery partner? Please choose a number between 0 and 10, where 0 is 'Totally dissatisfied' and 10 is 'Totally satisfied'

(b) Survey question: Before the COVID-19 pandemic, did you do any of the following while also doing delivery work?

(c) Other activities include providing care for children, family members or friends; and other activities not specified.

Note: Totals may not equal to 100% due to rounding. A delivery worker was classified as satisfied where they rated their satisfaction as 6 or higher.

Sources: YouGov (2021) Uber delivery worker survey; Accenture analysis.

Most delivery workers use Uber Eats for supplementary income

Uber Eats is widely used for supplementary income: 79% of delivery workers work an average of 30 hours or less per week.

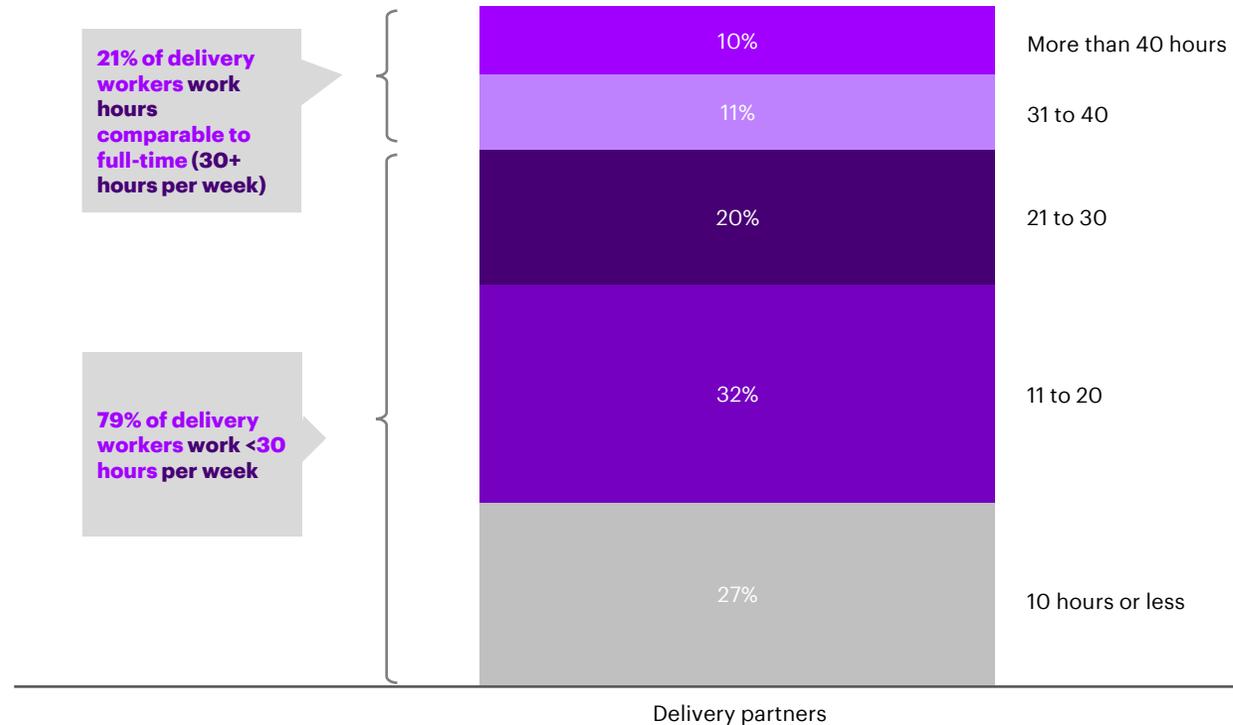
More than one-quarter (27%) of delivery workers spend 10 hours or less per week on the Uber Eats platform.¹ For these delivery workers, earnings from the Uber Eats app is a supplemental source of income – a way to save up for a holiday or other expense, or to get some extra cash to help make ends meet.

By comparison, only a very small share of delivery workers work hours on the Uber Eats platform that is comparable to full-time work. About 10% work 40 hours or more per week, while about 11% work 31 to 40 hours per week.

Of all survey respondents, 63% indicated that they joined Uber Eats to earn another source of income.² However, during COVID-19, 57% of respondents said that income from Uber Eats was essential for them.²

Delivery workers by hours worked per week

% of Sydney delivery workers (n = 9,389), Aug – Dec 2020



Note: Totals may not add to 100% due to rounding.
Sources: Uber Eats administrative data; Accenture analysis.

Uber Eats provides access to work for those who would otherwise struggle to work

Three in five delivery workers find it challenging to access traditional work. The key challenges include visa restrictions, and limited skills and experience.

Many individuals often struggle to find traditional work – that is, work as a casual or permanent employee. There are many barriers to overcome, such as initial job availability; the application process, including interviews and reference checks; and various qualification, experience and skill requirements. Traditional job recruitment processes are also very competitive, resulting in very few applicants actually being hired.

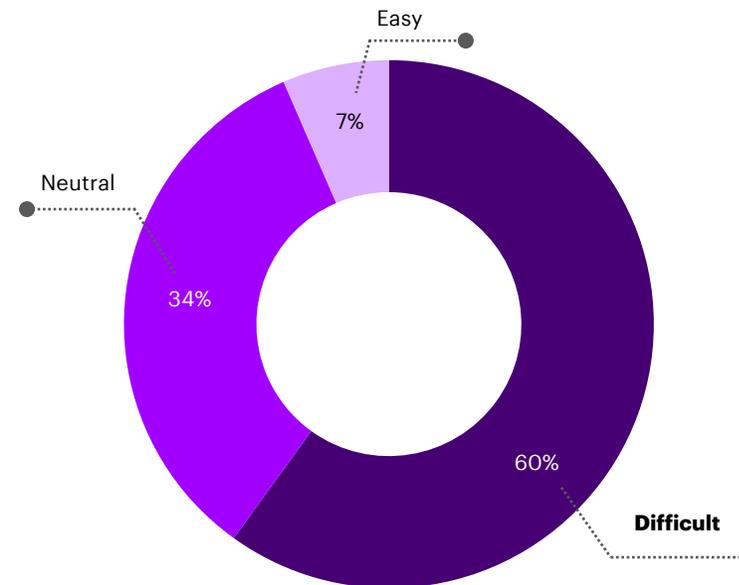
The main barriers to employment for the broader Australian population are lack of experience, education or skills (36%), and health and family reasons (16%).¹

Among the delivery workers surveyed, 60% found it difficult to access traditional work. Of these, 3 in 10 (29%) indicated that visa restrictions were their biggest barrier to accessing work, and about 1 in 4 (23%) reported their limited skills or experience being the prohibiting factor.²

Previous surveys conducted by Uber found that 1 in 10 delivery workers joined the Uber Eats app because they were unable to find other work, while another 1 in 7 joined because they were in the process of looking for full-time or part-time employment.³

Ability to access to traditional work^(a)

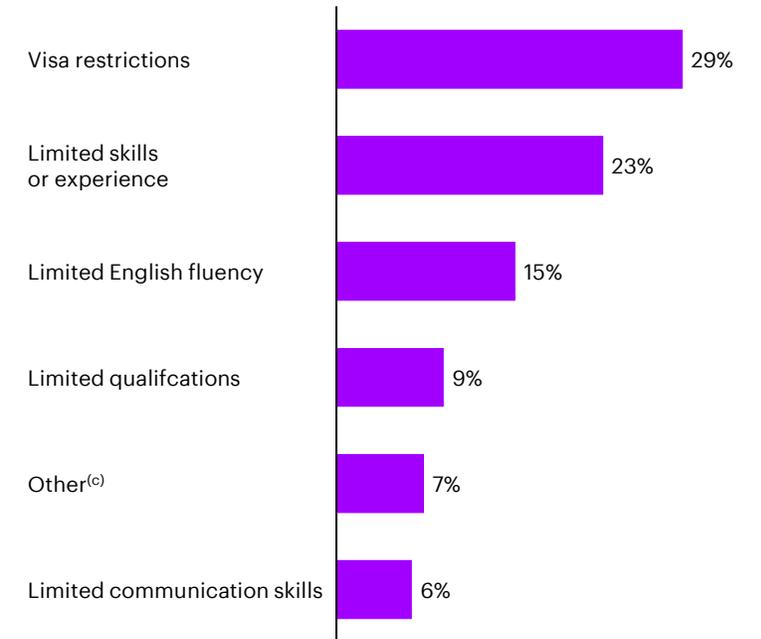
% of survey respondents (n = 492), 2021



(a) Survey question: How easy or difficult is it for you to find traditional work? Traditional work is being an employee as a casual or permanent worker (part time or full time).
 (b) Survey question: What challenges do you face in accessing traditional work? Traditional work is being an employee as a casual or permanent worker (part time or full time).
 (c) Other includes age; limited opportunities; health and low wages.
 Sources: YouGov (2021) Uber delivery worker survey; Accenture analysis.

Barriers to accessing traditional work^(b)

% of survey respondents (n = 492), 2021



Uber Eats provides a safeguard for workers who are not eligible for government support

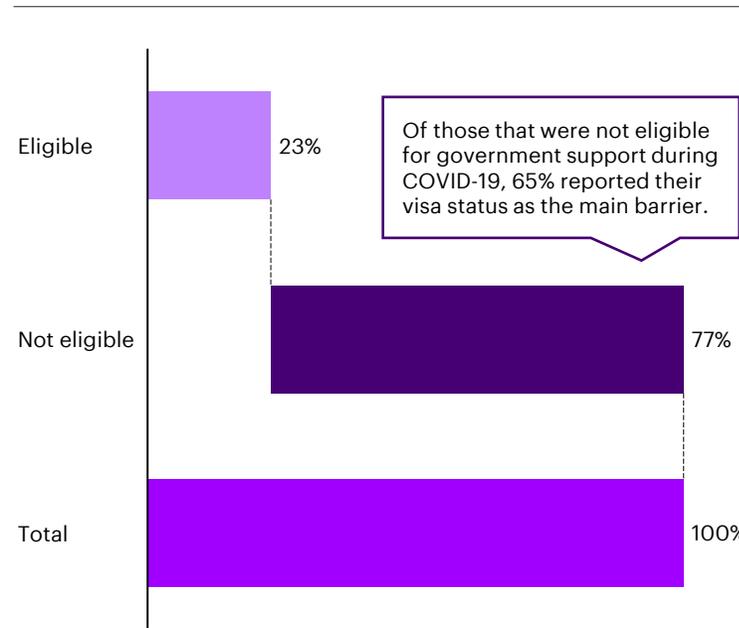
Nearly 8 in 10 delivery workers on Uber Eats were not able to access government support during the pandemic. Six in ten delivery workers joined a delivery platform during COVID-19 to support themselves financially.

The COVID-19 pandemic brought about Australia's first recession in nearly three decades, and with it significant unemployment for workers across various sectors, such as tourism, hospitality and retail. In response, many workers looked to the government for support. This was no different for Uber Eats delivery workers, although 77% of survey respondents were not eligible. Of these workers, 65% reported that their visa status was the main barrier.¹

In response, delivery workers looked to alternative options to support themselves financially. About 6 in 10 (59%) delivery workers surveyed reported joining a delivery platform to support themselves financially during COVID-19.¹ Nearly 1 in 3 (31%) of all delivery workers increased their hours on delivery platforms to financially support themselves during the pandemic.¹

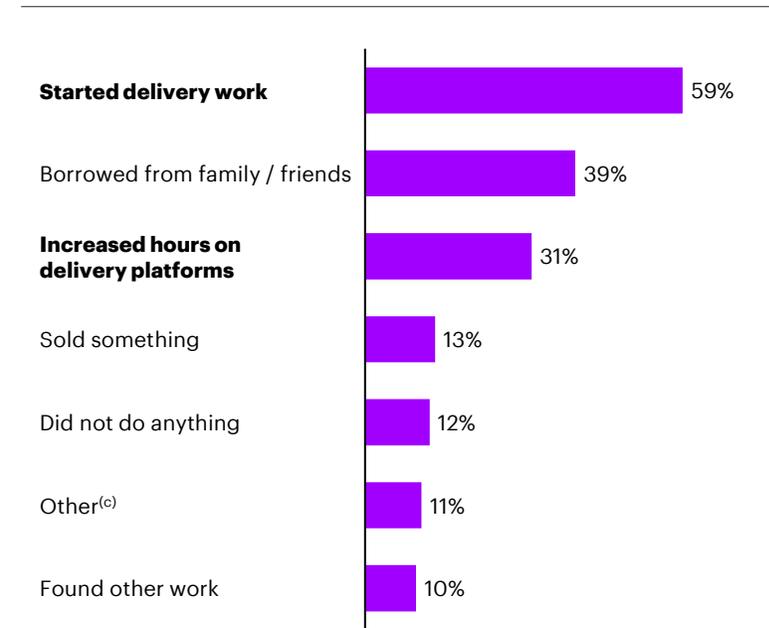
Accessing government support during COVID-19^(a)

% of survey respondents (n = 492), 2021



Actions taken to be financial supported during COVID-19^(b)

% of survey respondents (n = 492), 2021



(a) Survey question: During the COVID-19 pandemic did you receive any government/public benefits?

(b) Survey question: Did you do any of the following to support you financially during COVID-19? Please select all that apply.

(c) Other includes taking out a loan or increasing an existing loan amount; getting a credit card or increasing an existing credit limit; getting a short-term high interest product (e.g. overdraft); or withdrew from superannuation account.

Sources: YouGov (2021) Uber delivery worker survey; Accenture analysis.

02



The average delivery worker in Sydney takes home \$21.55 per hour via the Uber Eats app during mealtimes

Pre-cost earnings range from \$22.65 to 24.04 per hour, depending on mode of delivery

Delivery workers in Sydney record average pre-cost earnings through the Uber Eats app of \$24.04 per hour (car), \$23.48 (motorcycle) and \$22.65 (bicycle), during key mealtimes.¹

For this study, we assessed observed data on approximately 6.9 million deliveries made in Sydney between August and December 2020, involving 9,389 delivery workers working on the Uber Eats app. Our analysis focused on Sydney, given its maturity relative to other markets in Australia.

This study also focused on earnings during key mealtimes, when demand for deliveries is highest.¹

On average, delivery workers on Uber Eats in Sydney earn \$23.45 per hour during key mealtimes, before factoring in any costs. This amount varies depending on the mode of transport the delivery worker uses.

Delivery workers who drive a car earn the most: an average of \$24.04 per hour before costs during mealtimes. By comparison, the average is \$23.48 for delivery by motorcycle and \$22.65 for those on bicycles.

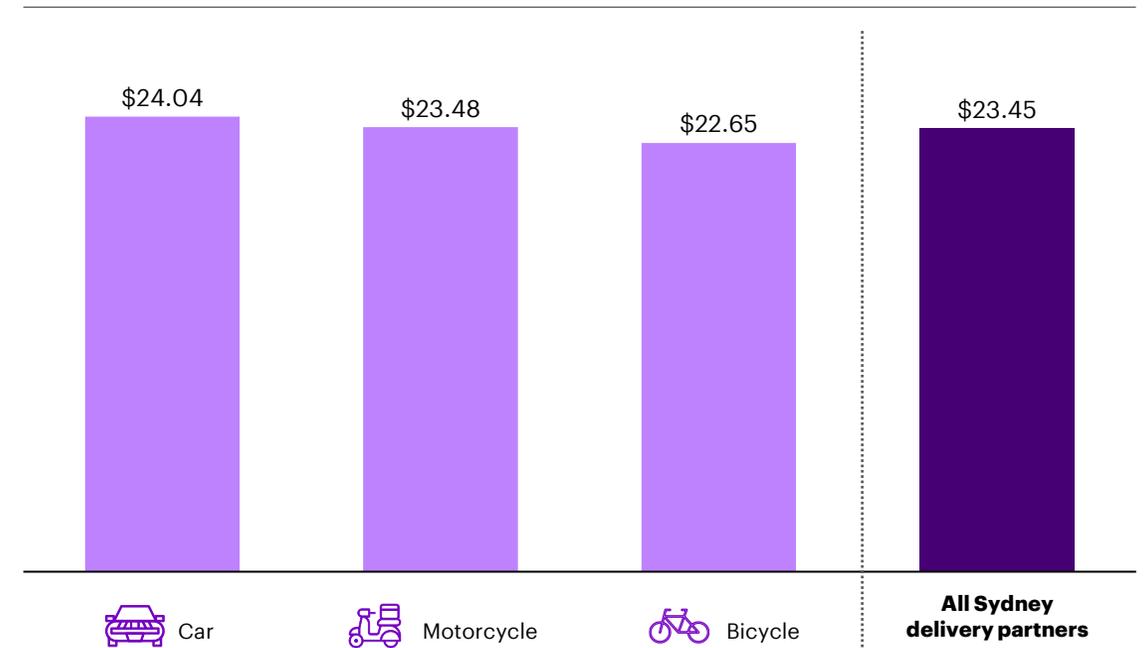
For the purpose of this study, we have assessed earnings over all “online time” during key mealtimes as all of the time that a delivery person is online with the Uber Eats app.

It is important to note that platforms like Uber Eats exercise no control over delivery workers during “online time”. Delivery workers may be completing work (e.g. ridesharing or delivery) with another platform app or have the Uber Eats app online while commuting or running errands.

Because off-platform earnings are not visible, platforms cannot determine the actual average hourly online earnings of those working on their platform. However, this study attempts to provide some insight into average hourly earnings by relying on Uber Eats data.

Sydney delivery worker average hourly pre-cost earnings on Uber Eats during key mealtimes^(a)

AU\$ per hour (n = 9,389), Aug – Dec 2020



Note: Earnings per hour are exclusive of tips.

(a) Key mealtimes are lunchtime and dinnertime.

Sources: Uber Eats administrative data; Accenture analysis.

Adjusting for 'commute time', pre-cost earnings increase by an average of \$1.45 per hour

Adjusting for commute time, average earnings per hour increase to \$25.58 for cars, \$24.90 for motorcycles and \$24.01 for bicycles.

Given the flexibility of choosing when and where to work, many delivery workers log onto the Uber Eats app during the time which would be considered as part of the commute for a traditional job, such as the commute from home to the target work area and vice versa.

But, just like in traditional jobs, including the commute time as working time would be overstating the total time worked. Therefore, we provide estimates of average hourly online earnings adjusted for commute time.

We estimate that commute time accounts for 6% of hours delivery workers spend on the Uber Eats app. This means that for every hour delivery workers spend on the app, they spend approximately four minutes commuting between their home and target work area, and vice versa. In comparison, the average Sydneysider spends 11% of their work time commuting.¹

Adjusting for commute time, the average pre-cost earnings for delivery workers using a car increases by \$1.54 to \$25.58 per hour, \$1.42 to \$24.90 per hour for those on a motorcycle and \$1.36 to \$24.01 per hour for those riding a bicycle.

Actual pre-cost earnings are likely higher than estimated due to the prevalence of dual-apping.

Many delivery workers use multiple delivery apps – known as 'dual-apping' – so the average pre-cost hourly earnings shown here are likely to be understated.

If some or all of the time spent on other delivery apps overlaps with time spent on the Uber Eats app, the real earnings per hour will be higher than is revealed in the Uber Eats data alone.

See page 18 for more information about dual-apping.

Sydney delivery worker average hourly pre-cost earnings on Uber Eats during key mealtimes adjusted for commute time^(a)

AU\$ per hour (n = 9,389), Aug – Dec 2020



Pre-cost earnings depend on when, where and how delivery workers elect to work

Delivery workers can increase their earnings on Uber Eats by choosing when, where and how they work.

To isolate the variables that impact earnings per hour, including how delivery workers use the flexibility offered by Uber Eats, we conducted an ordinary least squares regression that related the earnings per hour of each delivery worker in our sample to choices about when, where, and how they work.

Our analysis showed that delivery workers who work 10 percentage points (ppt) more of their time during Friday dinner times instead of Monday to Thursday during non-peak times are likely to earn \$1.14 more per hour, and those working weekend dinner times are likely to earn \$0.86 more per hour.

Those who complete 10ppt more of their trips in the Sydney CBD instead of outer Sydney are likely to earn \$0.43 more per hour.

Those who work exclusively using cars or motorcycles instead of bicycles are likely to earn \$1.89 and \$0.87 more per hour, respectively.

Delivery worker pre-cost earnings sensitivities on Uber Eats

AU\$ per hour (n = 9,389), Aug – Dec 2020



(a) Instead of working Monday to Thursday non-peak times.
 (b) Instead of working in outer Sydney.
 Note: See appendix for methodology and detailed results.
 Sources: Uber Eats administrative data; Accenture analysis.



Many delivery workers dual-app, so there is potential to increase their Uber Eats earnings

Delivery workers are likely to earn up to an extra \$2.41 per hour by increasing their acceptance rate on Uber Eats.

Dual-apping – working across multiple apps at the same time – can be a relatively common practice among platform workers. For example, delivery workers can be online on Uber Eats and Deliveroo, accepting work from both platforms interchangeably.

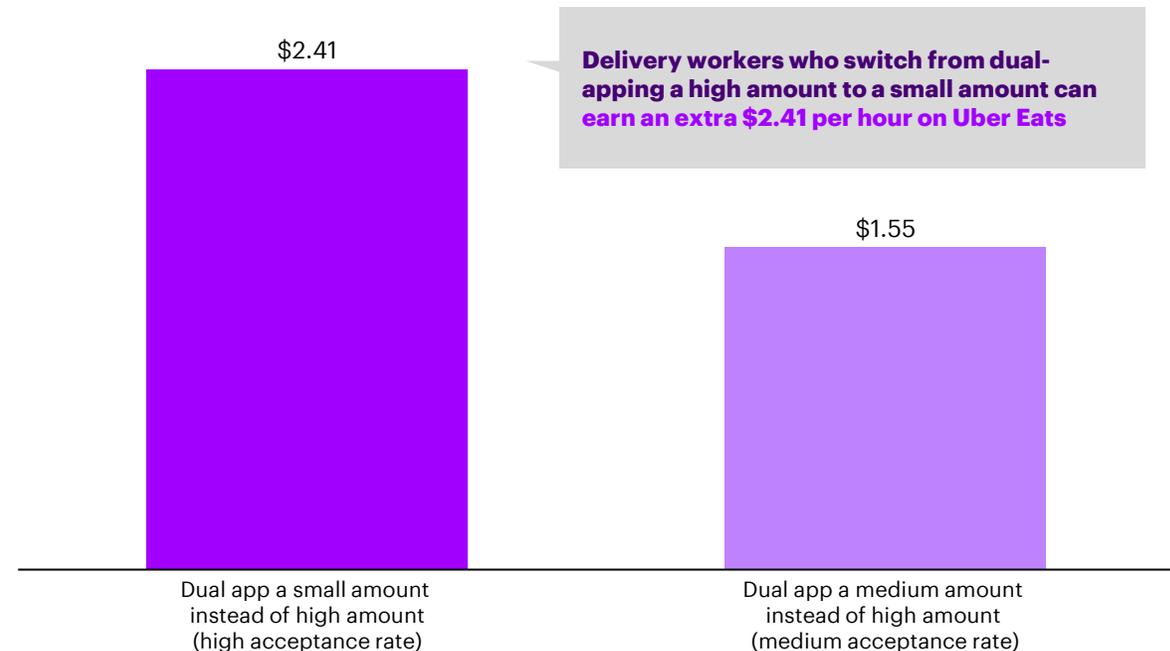
Dual-apping decreases the proportion of available working time in which the delivery worker is completing a delivery for Uber Eats. This directly impacts their earnings per hour on the Uber Eats app.

Although platforms like Uber Eats cannot directly observe dual-apping behaviour, we proxied the degree of dual-apping based on a delivery worker's acceptance rate of deliveries on the Uber Eats app.² A low acceptance rate on Uber Eats suggests the delivery worker may be dual-apping a high amount.

Using this approach, we estimate that delivery workers who accept more trips on Uber Eats (i.e. those who may be dual-apping a small amount instead of a high amount) are likely to earn up to an extra \$2.41 per hour.

Impact of dual-apping on pre-cost earnings for Sydney delivery workers on Uber Eats

AU\$ per hour (n = 9,389), Aug – Dec 2020



Note: See appendix for methodology and detailed results.
Sources: Uber Eats administrative data; Accenture analysis.

Costs vary depending on mode of delivery

The average cost for Sydney delivery workers on Uber Eats is highest for those using cars (\$3.30 per hour), followed by those riding motorcycles (\$1.51 per hour) and bicycles (\$0.77 per hour).

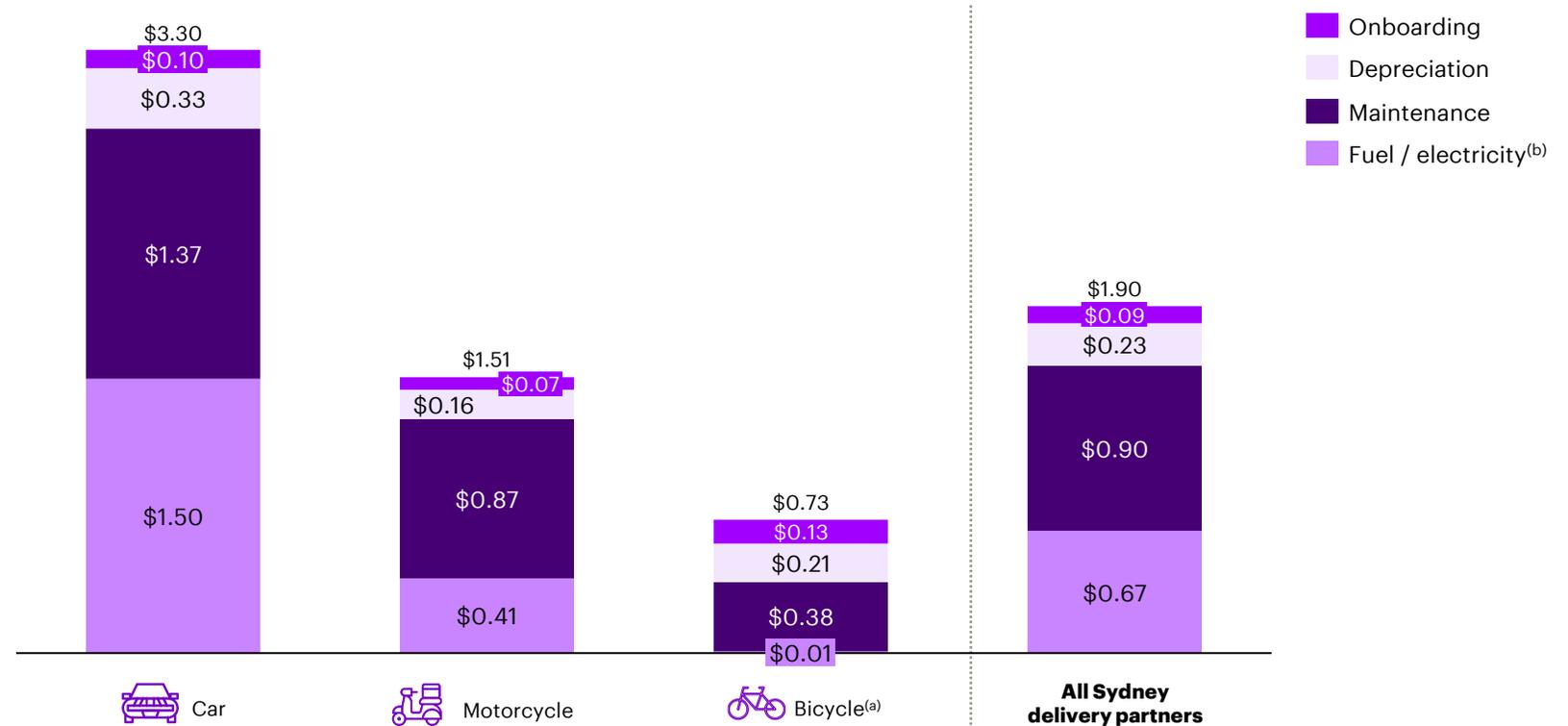
For the purpose of this study, we used an incremental cost approach to estimate the cost per hour for delivery workers using Uber Eats. This involves estimating variable costs like fuel and maintenance directly, and only including fixed costs (for items like registration or insurance) where there was an incremental cost directly attributable to being a delivery worker.¹

The costs we considered include onboarding, depreciation, maintenance and fuel costs or electricity costs. We also considered various other costs but did not include them in the estimate as they were incurred by all users of these vehicles in NSW, not just delivery workers.²

In Sydney, the total cost per hour for delivery workers on Uber Eats is \$1.90 on average, although this varies by mode of delivery. Cars have the highest cost per hour (\$3.30), followed by motorcycles (\$1.51) and bicycles (\$0.73).

Delivery worker average costs per hour on Uber Eats by mode of delivery

AU\$ per hour, 2020



(a) We assumed an equal split of hours worked on the Uber Eats app by delivery workers on traditional bicycles versus electric bicycles.

(b) Electricity costs are only applicable for electric bicycles.

Note: Components may not add to the totals due to rounding.

Sources: Uber Eats administrative data; ATO; Airtax; Desktop research; AlphaBeta Australia (2019) *Flexibility and fairness: What matters to workers in the new economy*; Accenture analysis.

Costs vary depending on mode of delivery (cont.)

Costs represent a combination of several factors, depending on whether delivery workers are using a car, motorcycle or bicycle.

To estimate fuel costs, we assumed a fuel efficiency of 14.16 kilometres per litre for cars¹ and 45.25 kilometres per litre for motorcycles,² and a fuel cost of \$1.22 per litre for both vehicles.³ Delivery workers using bicycles naturally do not incur any fuel costs. However, those using electric bicycles incur electricity costs from charging their vehicle. We assumed electric bicycles have a battery capacity of 0.39 kWh with a range of 30 kilometres on average, and an electricity cost of \$0.24 per kWh.⁴

We assumed a maintenance cost of \$0.08 per kilometre for cars, \$0.06 per kilometre for motorcycles and \$0.04 per kilometre for bicycles.⁵ Maintenance costs for motorcycles and bicycles were estimated assuming they will require a major and minor service at different points in the vehicle's lifecycle.⁶

To estimate depreciation costs, we used estimates from previous studies to identify the depreciated value of a vehicle that is attributed to additional kilometres driven by the vehicle for delivery work.⁵ For bicycles, we assumed that the depreciated value was equally attributed to time and distance travelled.

Onboarding costs considered items such as background and Visa Entitlement Verification Online (VEVO) checks, and equipment required to work as a delivery worker. We then estimated an hourly cost by dividing those one-off expenses by the average lifetime hours worked on the Uber Eats app.

It is important to note that these estimates do not factor in the effect of dual-apping. If a delivery worker uses multiple delivery apps, and some of the hours on other apps do not overlap with those on the Uber Eats app, their fixed costs per hour – such as onboarding costs – are likely to be lower.

Cost assumption for Uber Eats delivery workers by mode of delivery

Costs per hour	Assumptions		
	Cars	Motorcycles	Bicycles
Onboarding costs	<ul style="list-style-type: none"> Background and VEVO check at cost of \$37 Delivery bag at cost of \$45 		
Depreciation	<ul style="list-style-type: none"> Assumes life of vehicle is 8 years (as per ATO) 2.4% depreciation from every 10,000km travelled per year Vehicle value of \$8,200, based on top 5 models 	<ul style="list-style-type: none"> Assumes life of vehicle is 5 years (as per ATO) 3.8% depreciation from every 10,000km travelled per year Vehicle value of \$2,948, based on top 5 models 	<ul style="list-style-type: none"> Assumes life of vehicle is 5 years (as per ATO) 10% depreciation from every 1,000km travelled per year Vehicle value of \$462 for traditional bicycle, and \$1,932 for electric bicycles. This is based on the average price of popular, affordable models.
Maintenance	<ul style="list-style-type: none"> Cost of \$0.08/km 	<ul style="list-style-type: none"> Cost of \$0.06/km 	<ul style="list-style-type: none"> Cost of \$0.04/km
Fuel / electricity	<ul style="list-style-type: none"> Fuel efficiency of 14.16km/litre on average Fuel cost of \$1.22/litre 	<ul style="list-style-type: none"> Fuel efficiency of 45.25km/litre on average Fuel cost of \$1.22/litre 	<ul style="list-style-type: none"> Only applicable for electric bicycles. Battery capacity of 0.39 kWh with a range of 30km on average Electricity cost of \$0.24/kWh
Insurance	<ul style="list-style-type: none"> No incremental cost as Uber Eats does not have a minimum requirement for cover 		
Registration and CTP insurance	<ul style="list-style-type: none"> No incremental cost (assume most delivery workers register vehicle for personal use) 	<ul style="list-style-type: none"> No incremental cost 	<ul style="list-style-type: none"> Not applicable
GST	<ul style="list-style-type: none"> Most delivery workers are not required to pay GST 		

1 Based on the top 5 car models for Uber Eats delivery workers: Toyota Yaris, Toyota Echo, Toyota Camry, Toyota Corolla, and Honda Civic.

2 Based on the top 5 motorcycle models for Uber Eats delivery workers: Honda Dio NSC, SYM Orbit II, Suzuki Address, Honda CB125E, and Kymco Agility.

3 Based on the average weekly fuel price; Australian Institute of Petroleum (2021) *Average weekly prices for Sydney*.

4 Based on the lower cost range for electric bicycles. Electricity costs are based on average NSW costs: <https://www.canstarblue.com.au/electricity/electricity-costs-kwh/>.

5 AlphaBeta Australia (2019) *Flexibility and fairness: What matters to workers in the new economy*.

6 Maintenance costs were estimated assuming that motorcycles and bicycles have both major and minor services throughout the vehicle's lifecycle.



Take-home pay ranges from \$20.74 to \$21.97 per hour during key mealtimes

The average take-home pay for Sydney delivery workers on Uber Eats is \$20.74 per hour for those using cars, \$21.97 for motorcycles and \$21.92 for bicycles, for work during key mealtimes.¹

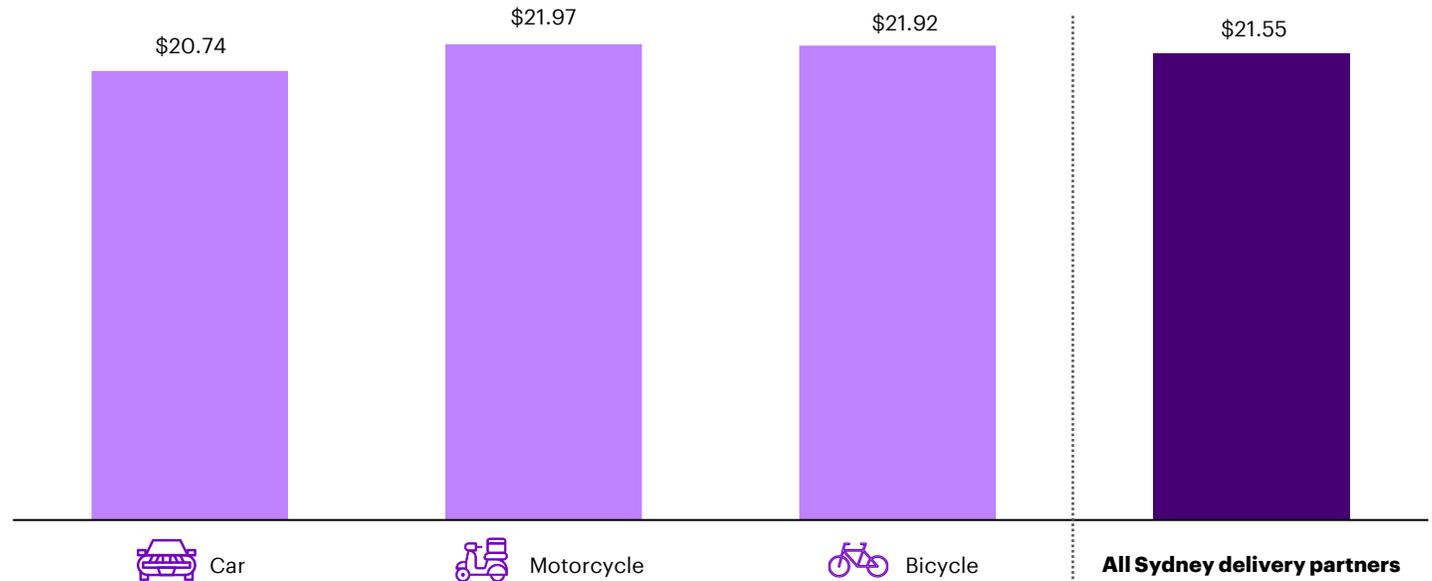
Based on the pre-cost earnings figures in Uber Eats' administrative data, and the costs we estimated by mode of delivery, we were able to estimate the take-home pay for delivery workers working in Sydney.

On average, Sydney's delivery workers take home \$21.55 per hour during key mealtimes. This figure again varies depending on the mode of delivery.

Delivery workers who ride a motorcycle have the highest average take-home pay during key mealtimes, at \$21.97 per hour. Meanwhile, the average take-home pay for delivery workers on a bicycle is \$21.92 per hour, and \$20.74 per hour for those driving cars.

Sydney delivery worker average take home pay on Uber Eats during key mealtimes by mode of delivery

AU\$ per hour (n = 9,389), Aug – Dec 2020



Sources: Uber Eats administrative data; Accenture analysis.

03



Delivery workers value the flexibility of Uber Eats, but some areas can be improved

Delivery workers value the flexibility and autonomy afforded by Uber Eats

Delivery workers on Uber Eats value the flexibility of their work more than an hourly wage or other employment benefits, and most workers are unlikely to continue delivering if they are required to work set shifts.

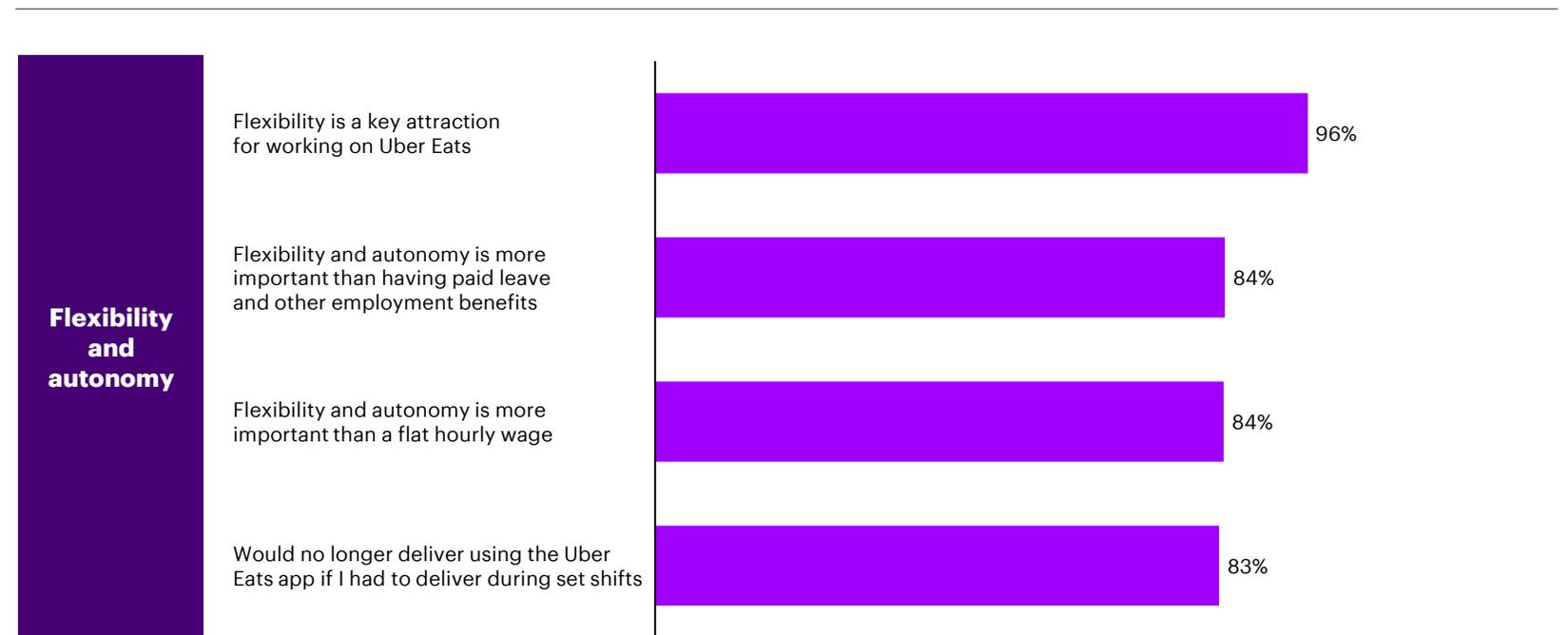
The Uber Eats platform offers delivery workers various features and experiences. For nearly all delivery workers (96%), the flexibility and autonomy of Uber Eats was a key attraction for working on Uber Eats.¹

The flexibility offered to delivery workers on Uber Eats is critical, with 84% of them valuing it more than an hourly wage, while another 84% of workers value it more than other employment benefits, such as leave.¹

Shifting the Uber Eats model to a more rigid work structure with set shifts could cause majority of the workforce to leave, with more than 4 out of 5 delivery workers (83%) saying they would no longer work on the Uber Eats app if they are required to deliver during set shifts.¹

The importance of flexibility for delivery workers on the Uber Eats app^(a)

% of surveyed respondents (n = 738), 2020



(a) Survey question: To what extent do you agree or disagree with the following statements?
Sources: Uber (2020) Why I deliver survey.

Most delivery workers are satisfied with the work on Uber Eats

Overall job satisfaction is relatively high amongst delivery workers on Uber Eats, with 4 in 5 satisfied with their role on the Uber Eats app.

When considering other aspects of working on the Uber Eats app, most delivery workers were overall satisfied with their experiences while working on the Uber Eats platform.

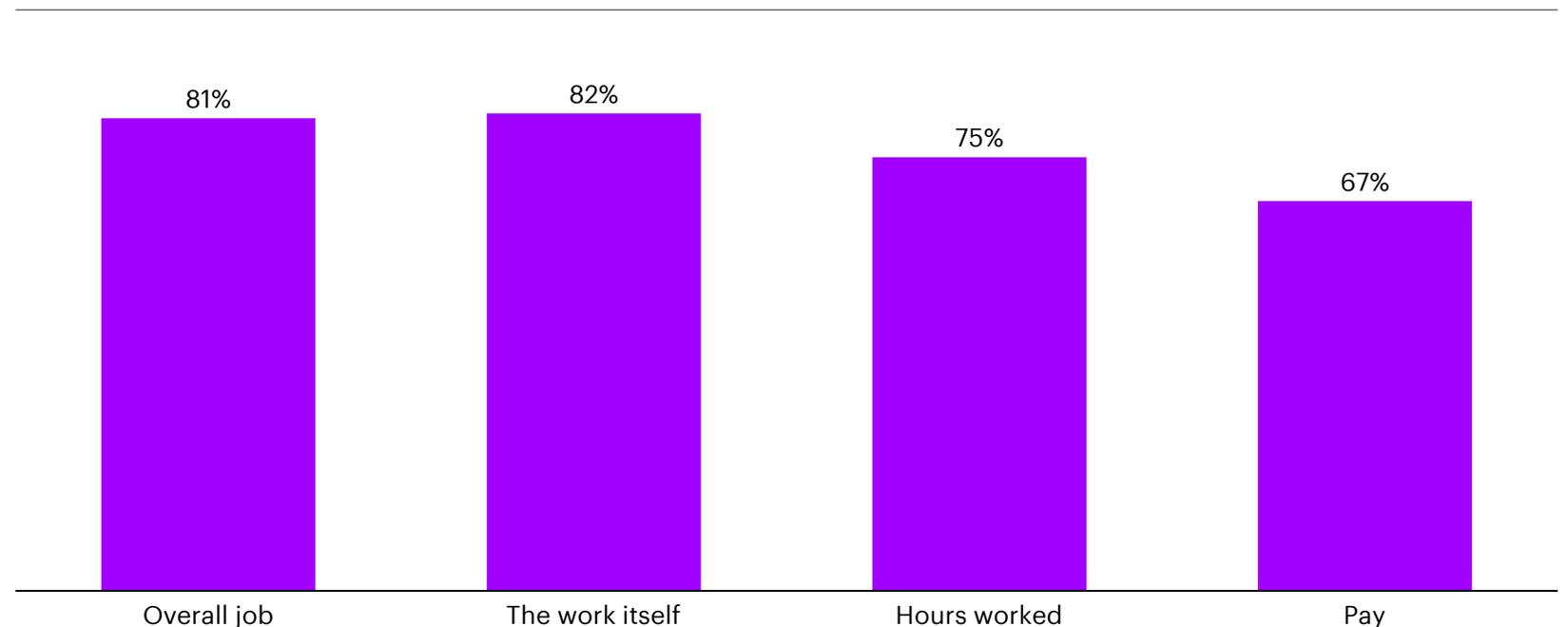
When considering their role on the Uber Eats app, 4 in 5 delivery workers (81%) said that they were satisfied with their role, while 82% were satisfied with the actual work they carried out while working on the Uber Eats app.

Although satisfaction on hours worked while on the Uber Eats platform wasn't as high, three-quarters of delivery workers survey indicated that they were satisfied with their working hours.

Meanwhile, 2 in 3 delivery workers were satisfied with their pay from working on the Uber Eats app.¹ This is explored further on page 25.

Delivery workers satisfied with different aspects of working on Uber Eats^(a)

% of surveyed respondents (n = 492), 2021



(a) Survey question: You said you work on the Uber Eats platform. How would you rate your satisfaction in working with Uber Eats in the following aspects of your job as a delivery partner? Please choose a number between 0 and 10, where 0 is 'Totally dissatisfied' and 10 is 'Totally satisfied'
Note: A delivery worker was classified as satisfied where they rated their satisfaction as 6 or higher.
Sources: YouGov (2021) Uber delivery worker survey; Accenture analysis.

But delivery workers on Uber Eats want improvements in three key areas

Despite the positives, delivery workers believe customer support, dependability of earnings and responsiveness to feedback on Uber Eats require improvement.

While delivery work has grown rapidly and cemented itself in the Australian economy, there are still various areas in which delivery worker experiences could be improved.

Delivery workers want more customer support, with 29% rating the current experience as poor. Over the next few months, enhanced support will be available to delivery workers.

The dependability of earnings on Uber Eats was identified by 28% of delivery workers as another area which could be improved.¹ There are opportunities to create better experiences and outcomes through greater transparency and information on earnings.

24% of delivery workers on Uber Eats have also had poor experiences with Uber's responsiveness to feedback.¹ To address this, Uber will establish advisory forums that bring together earners on the platform and Uber company leaders to discuss areas of concern and practical ways to address them.

Work on the Uber Eats app is positive in some areas but requires improvement in other areas^(a)

% of survey respondents (n = 19,213), Australia and New Zealand, drivers and delivery workers, 2021

What is working well on the Uber Eats app

- 1 Flexibility and independence when driving/delivering (i.e. working when and where you want)
- 2 The steps Uber took to help protect health and wellbeing during COVID-19
- 3 The information Uber provided to support physical safety on the platform (i.e. unrelated to COVID-19)

What requires improvement on the Uber Eats app

- 1 Customer support for delivery workers
- 2 Dependability of earnings
- 3 Responsiveness to feedback

(a) Survey question: The following questions will ask about your experience driving and delivering with the Uber app overall. Please consider your entire experience with delivering, both during as well as before COVID-19. Overall, how would you rate your driving or delivery experience with the Uber app in the following areas?
Sources: Uber (2021) Earner voice survey.

04



Platforms and government can improve delivery work by adopting nine key principles

Platforms and government can work together to improve delivery app work

Given that platform work is expected to remain an ongoing and persistent feature of the labour market, platforms and governments should consider how they can individually and collectively improve the quality of work for all participants.

Platform work has grown over the past decade to meet the increasing demand for flexible work in Australia. It has provided people with quick access to work, while offering the flexibility to manage other commitments – such as taking care of family, studying or working another job. More recently, platform work provided an important lifeline to the hospitality industry and workers alike during the COVID-19 pandemic.

Although platform workers make up a small fraction of the broader labour force, the relative growth in this sector has highlighted gaps in the existing labour framework, including protection of workers, entitlements and growth opportunities.

Platforms, in partnership with government, have a responsibility to ensure platform work remains a viable, safe and secure work opportunity for all Australians. We have identified key policy principles that platforms and government need to collaboratively adopt and develop to fulfil this responsibility.

There are a range of principles that can guide platforms and government to help improve platform work.

Policy principles	Governments	Uber and industry
All workers should be kept safe while working.	✓	✓
All workers should be afforded protection for any injury acquired while working.	✓	✓
Explore how benefits could accrue to individuals through proportional accounts or pooled funds	✓	✓
All workers should be entitled to government support, and platforms should inform workers of their options.	✓	✓
All workers should be able to maximise their earning potential, and have access to information and tools to help them make informed choices about their work.		✓
All workers should be encouraged to voice their concerns, and platforms should listen to and act on their feedback.		✓
All workers should receive support that enables them to realise their potential and aspirations.	✓	✓
Everyone should be able to reliably find and access quality, safe work.	✓	
Everyone should be able to work in a way that suits them, and have the ability to vary their portfolio of work to suit their needs.	✓	

Platforms and government can work together to improve delivery app work

All workers should be kept safe while working.

Australia's work health and safety rules aim to ensure that everyone – regardless of whether they are an independent contractor or an employee – is safe at work.

Platforms should ensure they do everything reasonably practicable to encourage safe behaviours at work. For example, Uber Eats recently launched a new helmet detection feature and a visual safety checklist to help keep delivery workers safe.

Government also has an important role to play, particularly in improving road safety more broadly. The NSW Government has published draft guidelines for delivery platforms to help boost worker safety.¹

In addition to this, government should invest in measures that could help to reduce the risks associated with delivery work, including installing more bicycle paths and kerbside infrastructure so delivery workers can safely and legally park and make deliveries.

All workers should be afforded protection for any injury acquired while working.

Australia's regulatory framework does not mandate any insurance or protection for platform workers. Platforms, however, should be responsible for supporting and protecting workers who are injured on the job. Some platforms, such as Uber Eats and Deliveroo, have introduced their own protection and compensation schemes covering death, injury and disability.

The NSW Government is also considering a new protection scheme for delivery workers, which would be funded by a customer levy on delivery apps.²

Explore how benefits could accrue to individuals through proportional accounts or pooled funds

In exchange for easy access to work, greater flexibility and autonomy, platform workers forgo entitlements such as sick leave and annual leave. This can place platform workers at a disadvantage if they fall ill or wish to take a holiday.

The nature of platform work also implies that workers are likely to be using multiple apps to increase their earnings potential.

Given many delivery workers on Uber Eats may work on other delivery platforms, platforms and government could establish a model of accrued benefits where entitlements follow workers across different jobs in the industry.

Similar models have been adopted in other industries such as coal mining and construction, where it is common for workers to be employed by different employers simultaneously.³ State and Territory governments in Victoria and ACT have also recently embraced pro-rata, portable schemes for long service leave albeit for employees. Countries like France have adopted social charters to enable platforms to deliver a wider range of social protections.

All workers should be entitled to access government support, and platforms should inform workers of their options.

The COVID-19 pandemic has highlighted the importance of government support, particularly for independent workers.

Like governments around the world, the Australian Government provided some support for self-employed workers and sole traders. However, this support did not include everyone engaged in platform work, including many Uber Eats delivery workers. It is imperative that support be extended to all workers, regardless of

their status as an independent contractor or employee, to ensure all workers are supported during times of hardship and uncertainty.

Platforms should help by providing accurate information and guidance to workers, particularly temporary visa holders, on the different support they may be eligible to receive.

All workers should be able to maximise their earning potential, have access to information and tools to help them make informed choices about their work.

Although platform work can provide workers with an income above the minimum wage (as this study has shown), not all platform work is a high-wage option. Many workers look to platform work for quick and easy access to income while they are between jobs, in financial stress or looking for additional funds.

Platforms need to better manage expectations and be transparent about earning opportunities for prospective workers on their app. This can help workers make informed decisions about whether platform work is right for them and empower them to maximise their earnings.

There is also scope for platforms to better inform workers of the different options for increasing their earning potential and enabling platform work to be a reliable option.

Platforms and government can work together to improve delivery app work

All workers should be encouraged to voice their concerns, and platforms should listen to and act on their feedback.

It is critical that all workers are able to voice their concerns and opinions about their work. This requires platforms to foster an environment in which workers feel comfortable and safe expressing their views and concerns about platform work.

Many platforms have endorsed this practice, but there is a need for greater transparency and accountability to enable platform work to continue to improve. Platforms should be required to report publicly on worker feedback, outlining the key issues and potential solutions. This reporting mechanism and information sharing could help improve the industry more broadly.

Government can also serve as an intermediary to provide more coordination, facilitation and insight at a sector level, by establishing policy observatories or seeding research in this area.

All workers should receive support that enables them to realise their potential and aspirations.

Supporting workers' growth and development is a crucial tool to unlock new economic opportunities, and this is no different for platform workers.

Countries such as Scotland, England, Singapore and France have developed schemes to provide training and learning opportunities for people who are unemployed or in low-paying jobs.¹ These schemes provide funding to individuals, which they can spend on pre-approved training courses to develop new skills.

The Australian Government currently funds the Adult Migrant English Program for permanent residents and new migrants on temporary visas who know little or no English. Programs like this could be expanded further in collaboration with platforms, to offer upskilling opportunities for low-skilled and immigrant workers.

Everyone should be able to reliably find and access quality, safe work.

People can often find it difficult to access traditional work, facing barriers such as not possessing the right training, skills or qualifications.

Platforms often offer these people relatively easy access to work and income. The barriers to entry – such as having a vehicle, a smartphone and the necessary safety equipment – are often lower than the barriers to entry for traditional work. The importance of quick access to work was exemplified during the COVID-19 pandemic, as many workers were able to mitigate the impact of lost income in other pandemic-affected sectors.

As this report has shown, being able to access platform work quickly and with low barriers to entry is important to many, especially at times of economic downturn. Thus it is imperative that policymakers recognise how policies aimed at improving some aspects of platform work may undermine this accessibility, and develop policies weighing both these needs in mind.

Everyone should be able to work in a way that suits them, and have the ability to vary their portfolio of work to suit their needs.

In 2019, 1.4 million Australians wanted more employment flexibility, expressing that they were not satisfied with their current ability to balance work and other commitments.²

Flexibility took on a new meaning during the COVID-19 pandemic, as remote work and variable hours became significantly more common among Australian workers.

Although platforms provide Australians with the autonomy to dictate their own working hours, and the flexibility that so many desire, they are also subject to some artificial penalties, such as no sick leave or annual leave. It is important to maintain flexible work opportunities, as they allow workers to balance other commitments, such as studying, caring for family and working other jobs.

05



Appendix

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This study used a range of publicly available data in combination with Uber Eats administrative data and bespoke surveys

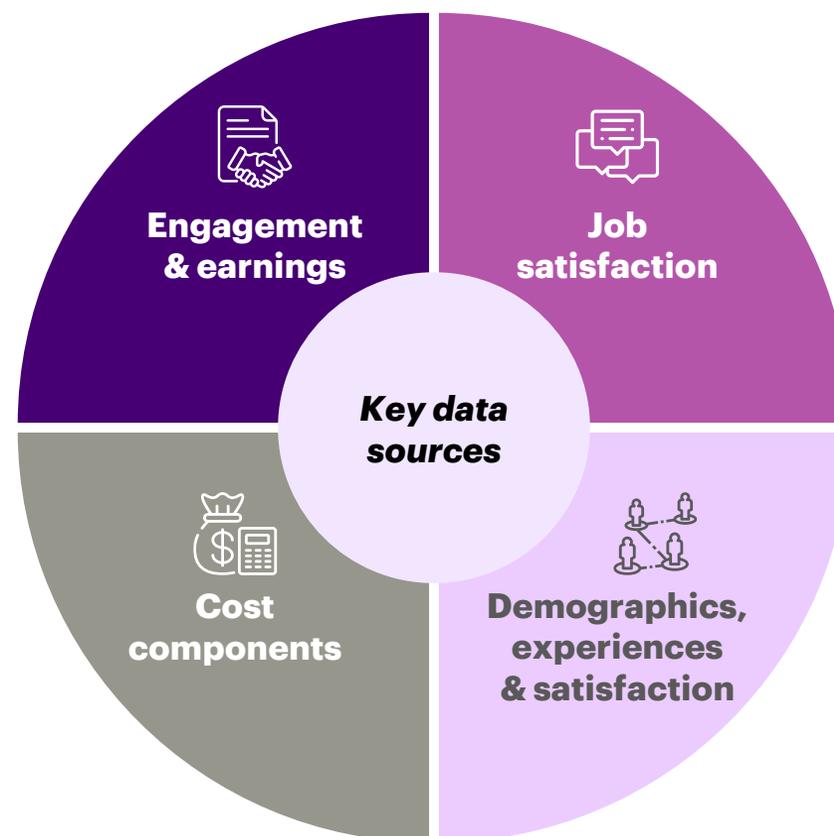
Use: Analysing engagement with the Uber Eats platform by delivery workers, and estimating earnings per hour.

Source: Uber Eats administrative data

Sample: 9,389 delivery workers and 6.9 million deliveries¹

Use: Estimating the costs of working on Uber Eats as a delivery worker

Source: Multiple, including ABS, fuel prices, vehicle data, industry reports.



Use: Analysing general population jobs circumstances, including satisfaction about different aspects of work.

Source: HILDA General Release 19.0²

Use: Analysing delivery workers' demographics, roles outside Uber Eats, and overall job satisfaction.

Source: Bespoke delivery worker survey run by YouGov (n = 492), Uber 'Why I deliver' survey (n = 567), Uber 'Earner voice' survey (n = 8,016)

¹ To ensure our analysis focuses on a representative sample of delivery workers, we exclude those who may be trialling the platform or are outliers by using the following exclusion criteria: 1) delivery workers in the bottom 5th and top 95th percentile of earnings per hour; 2) delivery workers who have completed 50 lifetime trips or less on the platform; 3) delivery workers who have been active for a week or less during the sample period (Aug-Dec 2020); 4) delivery partners who are active for 1 hour or less each week.

² This document uses unit record data from the Household, Income and Labour Dynamics in Australia (HILDA) Survey. The unit record data from the HILDA Survey was obtained from the Australian Data Archive, which is hosted by The Australian National University. The HILDA Survey was initiated and is funded by the Australian Government Department of Social Services (DSS) and is managed by the Melbourne Institute of Applied Economic and Social Research (Melbourne Institute). The findings and views based on the data, however, are those of the authors and should not be attributed to the Australian Government, DSS, the Melbourne Institute, the Australian Data Archive or The Australian National University and none of those entities bear any responsibility for the analysis or interpretation of the unit record data from the HILDA Survey provided by the authors.

This study uses an OLS regression model to assess the drivers of earnings per hour for delivery workers on Uber Eats

Category	Independent variables	Variable construction
Platform-related characteristics	Mode of delivery: % car trips % motorcycle trips	<ul style="list-style-type: none"> % of trips completed in a car % of trips completed in a motorcycle
	Lifetime trips	<ul style="list-style-type: none"> Number of lifetime trips since start joining Uber Eats to December 2020
Engagement with the platform	Time of day worked % Mon to Thurs lunch hours % Mon to Thurs dinner hours % Friday lunch hours % Friday dinner hours % Friday non-peak hours % Weekend lunch hours % Weekend dinner hours % Weekend non-peak hours	<ul style="list-style-type: none"> % of hours worked during Monday to Thursday lunch times (11am to 2pm) % of hours worked during Monday to Thursday dinner times (5pm to 8pm) % of hours worked during Friday lunch hours (11am to 2pm) % of hours worked during Friday dinner times (5pm to 8pm) % of hours worked during Friday non peak times (all other times on Fridays besides lunch and dinner) % of hours worked during weekend lunch hours (11am to 2pm) % of hours worked during weekend dinner times (5pm to 8pm) % of hours worked during weekend non peak times (all other times on weekends besides lunch and dinner)
	Location of trips % CBD trips % inner trips	<ul style="list-style-type: none"> % of trips completed in the CBD Sydney % of trips completed in inner Sydney
	Dual apping Low level of dual apping Medium level of dual apping	<ul style="list-style-type: none"> delivery workers who have an acceptance rate of 85% or above; delivery workers who have an acceptance rate of between 60% to 85%.
	Hours worked per week	<ul style="list-style-type: none"> Number of hours worked per week We also test 'weeks square' given there is the potential for a non-linear relationship with earnings per hour (i.e. relationship that changes direction)
	Weeks worked in the period	<ul style="list-style-type: none"> Number of weeks worked
Demographics and seasonality	Seasonality % of all hours in July / August	<ul style="list-style-type: none"> % of hours worked during the months of July and August (these are considered as peak months)
	Age	<ul style="list-style-type: none"> Raw age in years
	Female	<ul style="list-style-type: none"> Dummy variable (Male = 0, Female = 1)

Outputs of the OLS regression model

Category	Independent variables	Variable coefficient
Platform-related characteristics	Mode of delivery:	
	% car trips	1.89***
	% motorcycle trips	0.87***
	Lifetime trips (tenure)	0.0003***
Engagement with the platform	Time of day worked	
	% Mon to Thursday lunch hours	5.39***
	% Mon to Thursday dinner hours	6.79***
	% Friday lunch hours	6.88***
	% Friday dinner hours	11.36***
	% Friday non-peak hours	5.53***
	% Weekend lunch hours	4.16***
	% Weekend dinner hours	8.63***
	% Weekend non-peak hours	6.02***
	Location of trips	
	% CBD trips	4.26***
	% inner trips	0.20*
	Dual apping	
Low amount of dual apping	2.41***	
Medium amount of dual apping	1.55***	
Hours worked per week	0.04***	
Hours worked per week squared	-0.0006***	
Weeks worked	-0.02**	
Demographics and seasonality	Seasonality	
	% of all hours in July/August	-1.92***
	Age	0.002
	Female	-0.13
Intercept		11.46***



Costs for delivery workers on Uber Eats were estimated using an incremental cost approach

Key assumption: delivery workers would have their vehicle even if they did not work for Uber Eats¹

Incremental
 Not incremental / no additional cost
 Depends

Cost segment	Cost	Car	Motorcycle	Bicycle	Description	Source
Vehicle regulation costs	Registration	Depends	Not incremental / no additional cost	N/A	Incremental cost of \$137-180 p.a. if car is registered for business	NSW Govt
	CTP insurance	Depends	Not incremental / no additional cost	N/A	Incremental cost of \$30 p.a. if car is registered for business	NSW Govt
	Pink slip	Not incremental / no additional cost	Not incremental / no additional cost	N/A	No additional cost for business	NSW Govt
	Helmet and lights	N/A	N/A	Not incremental / no additional cost	Not incremental	NSW govt
Vehicle fixed costs	Financing	Not incremental / no additional cost	Not incremental / no additional cost	Not incremental / no additional cost	Not incremental	Bespoke survey
	Insurance	Not incremental / no additional cost	Not incremental / no additional cost	Not incremental / no additional cost	Not incremental	Uber
Vehicle variable costs	Fuel cost	Incremental	Incremental	N/A	Only the proportion used for deliveries is incremental	Uber Eats administrative data, desktop research
	Depreciation cost	Incremental	Incremental	Incremental	Only the depreciation from distance travelled for deliveries is incremental	ATO, desktop research
	Maintenance cost	Incremental	Incremental	Incremental	Only the proportion related to deliveries is incremental	Desktop research
Tax	GST accrued	Depends	Depends	Depends	Relevant if income > \$75k or ridesharing driver as well	Admin data
	GST deductions	Depends	Depends	Depends	As above	Admin data
Uber onboarding costs	Background and VEVO check	Incremental	Incremental	Incremental	\$37 over lifetime of work on Uber Eats	Uber Eats
	Delivery bag	Incremental	Incremental	Incremental	\$45 over lifetime of work on Uber Eats	Uber Eats



¹ The 'Why I deliver' survey showed that 84% of delivery workers own the vehicle used to make deliveries. More than 60% of the most commonly used cars are over 10 years old. Majority of delivery workers work part time hours or less.
Sources: Desktop research; (2019) AlphaBeta Australia, Flexibility and fairness: what matters to workers in the new economy; Uber Eats surveys; Accenture analysis.

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