

Section 1

Repeat display of multilingual handout for site entry, then second ones for inspections

LEGAL DETAIL

All the above Site Rules are aimed at reducing risks of accidents and incidents on site to as low as practicality possible. This is done using best practices, banning practices with risk attached (such as cooking in vehicles) and ensuring they are enforced for the safety and security of all personnel, vehicles and loads on site at any time.

Section 2

Main statements

Terms and conditions of entering the Charles Kendal Freight (CKF)Site

(A)Our Liability

We are responsible for using reasonable care in the operation of the site and the Lorry parking associated with it. However, that responsibility is limited, and we will only be liable in the limited circumstances set out in (a), (b), (c) below.

a) We are liable for any death or personal injury arising from our negligence and the negligence of our servants or agents. Nothing in these Terms and Conditions shall exclude liability.

(b) We are liable for the loss of or damage to or theft from arising out of our negligence and the negligence or dishonesty of our servants or agents.

(c) Except as set out in condition(a) above, we shall only be liable for losses which were:

- i. incurred as a result of our negligence or the negligence of our servants or agents; or
- ii. incurred as a result of our failure to comply with these Terms and Conditions.

(B)Haulage contractors liabilities on entering the site and CKF limitations

All vehicles enter these premises at owner's risk. Hauliers drivers are expected to comply with all of the signs at the point of entry and within the lorry park, and ensure they park safely within the marked areas or bays. Vehicles should minimise the amount of reversing on site to minimise risk. Please note all drivers are issued with a copy of this notice and on the rear a map showing traffic circulation and location of facilities.

CKF Limitations

CKF accept no liability for third party damage, wilful or negligent by other vehicles on site. This would need to be dealt with between the two parties. CKF may choose to provide CCTV of such events if requested to, subject to any limitations of its CCTV GDPR Policy(see below).If issued all parties involved in the alleged incident would be issued with the same material.

Should there be allegations of negligence against CKF Staff or its agents(per liability Section (A) above this will be subject to an Insurance claim and should be raised at the time of the alleged incident so as to allow gathering of evidence, statements and any CCTV to be held. Retrospective allegations will be refuted if over 14 days (and ruled null and void) as the ability to gather appropriate and timely evidence would be impractical. As CCTV evidence for this cannot be kept beyond the legal framework in the UK set out in the CCTV GDPR Policy(see on).

Alleged theft

Regarding allegations of theft between Third Parties, Other vehicles and non CKF employees on site we will need alerting at the time of the incident to allow gathering of evidence and if deemed appropriate calling on the relevant Police enforcement authority to attend.

CKF will have liability for theft only with respect to that limited to (A)(b) above and we reserve the right to call the relevant Police enforcement authority to attend should allegations be made.

Regarding alleged theft by any party from the load area of the vehicle(s) or when goods are under HMRC inspection processes we reserve the right to call the relevant Police enforcement authority to attend and escalate per the Amazon Standard Operating Procedures.

Vehicle drivers are responsible for securing their cab, and any areas not part of the load space with personal possessions there in. They are deemed negligent if they have not done so as these items are there at their own risk. CKF though sympathetic to such incidents will not accept any liability for them and subject to business pressure may not be able to support a full investigation.

For the load space haulier companies and their drivers are responsible for protecting the load space and goods whilst in transit. This would be covered by their own Goods in Transit insurance Policy. CKF will only ask drivers to open and close trailers doors (SECURING IN THE OPEN OR CLOSED POSITION) and drivers will allow CKF staff to remove/affix seals as required and make such checks as demanded by Amazon/HMRC and will highlight any observed discrepancies of counts and seal records per agreed procedures. This will include any escalation for observed discrepancies in line with Amazon procedures. Again, communication to drivers/hauliers will follow Amazon protocols. All such processes are fully recorded on CCTV and these will be kept should such instances arise. CKF will not be liable for any alleged transit losses claimed against the haulier. Such CCTV related to load space opening records are again subject to the retention limitations as mentioned previously so any communication needs to be timely.

CKF will not be held liable for vehicle(s) allegedly damaged by the yard surface condition which may be subject to heave or unevenness because of the large volume of heavy goods vehicle movements on site. We will endeavour to maintain and keep it repaired in a reasonable condition as issues are found or reported by CKF Staff or visiting drivers.

CCTV/ANPR is used to cover the premises for Security and Safety reasons on a 24/7 basis all year as detailed earlier. This is to protect CKF, all authorised persons on site and the Freight. If you have any concerns about this or want to understand more about its use and image retention under normal circumstances or after incidents we would refer you to the Charles Kendall Freight CCTV GDPR policy Protection found on the link www.charleskendall.com/cctvgdprpolicy .

GOOD PRACTICE

Section 12 Signs and Notices

12.1 Signs

Signs are the most important way of telling drivers what the terms and conditions are to use of a car park or other location. If your signs are difficult to read, placed in obscure places or fail to include terms that you subsequently may wish to rely on you may find that you are unable to enforce the terms you intended to apply.

The BPA Code 2012 along with Schedule 4 of the Protection of Freedoms Act 2012 sets out required content that must be included on signs.

Key principles in relation to signs:

- Write your signs in such a way that they can be understood easily. Don't use 'legalese' but instead use words and phrases that an ordinary person will easily understand.

- Make your signs big enough to see and read. The wording must be legible. The Code states that signs must be at least 450 mm x 450 mm.
- Make sure your signs can be easily seen by drivers as they come into the site. Don't let signs get obscured by trees, high sided vehicles, dirt or other obstructions.
- You must place a specific sign at the entrance to the site. This sign will summarise the enforcement regime and notify the driver that specific terms and conditions will apply inside.
- Place enough signs around your site to ensure the driver has had every opportunity to see them. Bear in mind that courts have found in favour of drivers where signs have been inadequate or not sufficiently obvious to read. So don't economise on signage if the consequence will be that a driver can credibly make the case 'I couldn't see any signs'.
- If you operate a paid-for car park, put signs with the most important terms (most of the terms listed in the BPA AOS Code will fall into this category) at the pay point. If there is a barrier, make sure that the signs are visible before the driver passes the barrier. Otherwise he may claim he did not know the terms at the time he committed himself to park.
- Make use of symbols or pictograms as well as words to facilitate understanding. The sign is intended to communicate not to confuse. So where symbols help to get your message across, use them.
- Think about the times of day and other conditions that will apply when a driver is trying to park, and adapt your sign accordingly. Put it under a light if that is the only way to allow it to be read. Use retro-reflective paint if that helps to make it easy to spot and easy to read.
- Include your company information details. Drivers need to know who they are dealing with, especially when faced with enforcement action. So don't make this difficult by hiding your identity. Take notice of the companies and consumer legislation which applies to signs (see section 4 of this Guide).
- If you use ANPR to identify vehicles, you must tell drivers that you are doing so and why you are collecting their data. See Section 21 of the Code and Section 9 of this Guide for more information on using ANPR.
- Make it clear what actions by a driver will lead to enforcement and control activity. These actions should be clearly spelled out, such as, for example, a failure to purchase and display a ticket or permit, a failure to park correctly in an authorised bay, exceeding the time permitted on a purchased ticket or

permit, parking an unauthorised vehicle such as a coach or Lorry in a car park authorised for private cars.

Include the minimum content prescribed by Schedule 4 of the