



SUBCONTRACTORS CODE OF PRACTICE

Sub-Contractors Code of Practice

DEFINITIONS

Throughout this document the "Company" shall be used to refer to Keedwell Konnect Ltd. The "Company" should be taken to mean Keedwell Konnect Ltd unless otherwise stated.

The "Subcontractor(s)" shall be used to refer to any person, firm, company or employee thereof who enters into an agreement with the Company to carry goods.

USE OF THIS CODE OF PRACTICE

Any agreements made relating to the carriage of goods between the Company and the Subcontractor will be subject to the terms and conditions outlined within this document. The Company reserves the right to financially penalise any Subcontractor who does not conform to the regulations presented in these terms and conditions.

These conditions must not be altered in any way by the Subcontractor or any agent or employee thereof. The Company reserves the right to alter or terminate this Code of Practice at any time, with immediate effect without any cause.

This document supersedes any operating agreements previously made between the Company and the Subcontractor.

LEGAL REQUIREMENTS

It is the responsibility of a Sub Contractor to ensure that they, their drivers and vehicles fully comply with all Commercial Road Transport Laws. Sub-Contractors must hold current Motor, Goods in Transit and Liability Insurances as specified in the Company's Sub Contractor Agreement. Valid copies must be submitted to the Company.

Current Health and Safety regulations and individual site rules and procedures must be adhered to at all times. These include the requirement of high visibility clothing and safety footwear being worn. Hard hats must be worn in warehouse areas. No smoking, eating or drinking outside of designated areas. Vehicle engines must be switched off during loading and unloading. Passengers are not allowed on site without authorisation. Powered handling equipment is to be operated by authorised users only.

CONDITION OF VEHICLES/TRAILERS

All vehicles and trailers must be fit for the purpose required of them. Sub-Contractors must ensure that vehicles and trailers are clean both inside and out at all times, and are in a safe and usable mechanical condition.

DOCUMENTATION

Sub-Contractors must take all due care in handling and completing all relevant documentation. This includes delivery notes, consignment notes etc.

The driver must check that all of the paperwork required for the load has been handed to him before leaving each collection site. If the paperwork is found to be incomplete, the driver must make this fact clear to the person responsible for issuing the documentation. Any discrepancies must be resolved before the

driver leaves the site so that correct paperwork accompanies the load.

All delivery notes must be acted on as instructed. Care must be taken that where more than one delivery note accompanies a load, all are signed. Any query at the point of delivery concerning quantity or condition of the load must be reported at the time of delivery and the driver must stay at the delivery location until the query is resolved. All Sub Contractors must immediately inform the Company traffic office of any query.

COLLECTION OF GOODS

On arrival at a collection site, the contents of the load to be collected must be checked thoroughly against the supplier's documentation to ensure that the details given match the actual load being collected.

If a driver is not satisfied with any aspect of their load on documentation, they must notify the company traffic office before leaving the collection site.

LOAD SECURITY

The Sub Contractor is responsible for the safety and security of the customers' products, including all packaging of such products at all times whilst in their care. This includes but is not limited to theft, product tampering, cross-contamination, loss or miss-delivery of, or damage to the goods. Sub-Contractors shall be liable to the Company and shall indemnify the Company for all claims arising as a result. The Sub Contractor is responsible for Load stability and the use of load restraining straps etc. And to secure the loads in accordance with the rules and instructions of the site collection / delivery point

Care must be taken not to damage goods in the process of securing the load.

It is Company policy that all loads on all vehicles are secured and doors closed at all times no matter how short the transportation period.

The Sub Contractor must check the condition of the load at regular intervals throughout the journey.

DEADLINES

The driver must be sure of the delivery deadline for their load before leaving the collection point and where necessary obtain booking reference numbers.

COMMUNICATIONS

The address and telephone number of the Sub Contractor's operating centre must also be given to the Company's traffic office. All mobile telephones must be used safely and in accordance with all legal requirements, e.g. hands free.

The Sub Contractor must inform the Company's traffic office of any delays at the loading point as soon as they are aware that they are unlikely to leave on time. Failure to do this may make the Sub Contractor liable for any claims resulting from late delivery.

Having informed the Company traffic office of a potential delay at loading, the driver must obtain further instructions from the Company's traffic office. Under no circumstances should instructions be taken from the supplier.

The Company's traffic office must be advised of any delays on route, immediately as they occur.

DELIVERY

After confirmation of arrival has been telephoned to the Company's traffic office, a driver should attend wherever required to do so and assist, when required in the unloading process. However, site rules for loading and unloading must be adhered to, this is to ensure that no damage occurs either to the load or vehicle during the unloading process.

DISCREPANCIES/DAMAGED GOODS/REJECTED GOODS

If during off-loading the driver is advised that there is a discrepancy between the delivery documentation and the goods being delivered in the way of shortages, extras or damaged goods, the driver must establish and verify the nature of the discrepancy.

The driver must notify the Company's traffic office of the nature of the discrepancy before leaving the delivery point and request further instructions.

The customer may accept over's/returns if they feel they can use it but, in most cases, it is returned to the supplier. When goods have to be returned, the Company's traffic office must be contacted for further instructions. The returns will be noted by the Company's traffic office.

All rejected goods must be returned to the Company or another designated place as instructed by the Company's traffic office. Wherever they leave these goods, the Sub Contractor must obtain a receipt which must be forwarded to the Company.

All drivers must contact the Company's traffic office before accepting any returns from previous deliveries.

Please note that all rejected goods remain the responsibility of the Sub Contractor until returned to the company or a designated Company customer.

PROOF OF DELIVERY

A signed "Proof of Delivery" (POD) indicating that the goods carried were delivered in the same condition and quantity as when collected must be obtained.

Where more than one delivery note accompanies a load, the driver must ensure that all are signed.

All Sub Contractors are required to return all Pod's to the Company's office within 5 working days.

It is the responsibility of the Sub Contractor to provide a clear signature/stamp on the POD or receipt where applicable. Failure to do so could result in the cost of the product being passed on to the Sub Contractor.

If for any reason the driver does not obtain a POD for any item on their load, this may result in delayed or non-payment to the Sub Contractor, in addition to being liable for the value of the goods that relate to the missing POD.

The driver must inform the Company's office of any missing tickets or discrepancies.

The Sub Contractor is strongly advised to keep a copy of the POD to help with any customer enquiries that may occur. No invoice will be passed without the appropriate paperwork.

A letter of indemnity will be accepted where prior agreed. If an LOI is not accepted by an RTK customer and there has been no prior arrangement then RTK withstand the right to decline payment where applicable.

LOAD CONTROL

It is imperative that all drivers understand the Load procedures as once the load and Loads have been signed for, they are the sole responsibility of the Sub Contractor.

ACCOUNTS

The Sub Contractor shall raise an invoice to Keedwell Konnect Ltd, dated the same month as work completed. No surcharges must be added. Payment will be made by BACS approximately 60 days after the end of month, so long as PODs have been received within the prescribed time limits and no Loads are outstanding.

It is the Sub Contractors responsibility to ensure that any changes in circumstances or details (e.g. change of bank details, address etc) are communicated to the Company's accounts department.

The Company reserves the right to contra any debts incurred by Sub Contractors as required.

CLAIMS

The Company reserves the right to recharge claims to Sub Contractors. If claims issues have not been resolved by the Sub Contractor's insurers within three months, the Company will deduct any outstanding balances in resolution of the claim from any payments due to the Sub Contractor.

OVERLOADING

Sub Contractor's drivers are legally responsible for loading their vehicles and securing their load. The driver should ensure that the vehicle is not overloaded on any axle weight limitation or exceeds its maximum train weight. The Sub Contractor will indemnify the Company for any fines incurred by the Sub Contractor as a result of a vehicle being overweight.

If in any doubt about the weight of a load, a driver must contact the Company's traffic office or their employer and take further instructions.

Sub Contractor's drivers should be aware of the effect a multiple pick-up and multiple-drop operation can have on a load distribution within a vehicle. It is the responsibility of the driver to ensure that the weight distribution is corrected and therefore legal after each collection/delivery.

SUPPLIER/CUSTOMER/COMPANY PREMISES

The Company is conscious of its role in presenting the right image to its Customers and the public, as the drivers may have the most frequent contact with the Company's customers Therefore the Sub Contractor's drivers must be aware that their attitude, actions and appearance are factors in how the Company itself is perceived. Any proven misconduct or irresponsible behaviour, both on the road and on other companies' premises may result in the Sub Contractor being removed from the Company's approved Sub Contractor list.

Driver's must observe all site Health and Safety and fire evacuation procedures, the required and relevant PPE MUST be worn When at Customer's or Company premises, all site speed limits must be obeyed, and pedestrians on painted walkways must be given priority at all times.

The Company reserves the right to search vehicles at any time whilst it is under the control of the Company. Customers or the Company may request the right to search, this request must be accepted.

CUSTOMER/SUPPLIER COMPLAINTS

If the customer or supplier lodges a complaint about the Sub Contractor, either of a general or specific nature, the driver must inform the Company's traffic office immediately.

SECONDARY SUB-CONTRACTING

Secondary Sub Contracting is not allowed without the permission from the Company. Where secondary sub-contracting is permitted the responsibilities within the Code of Practice rest solely with the Sub Contractor employed by the Company as the primary haulier.

CONFIDENTIALTY

The Sub-Contractor undertakes that it shall not at any time during this agreement, and for a period of 5 (five) years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (or of any member of the group of companies to which the other party belongs), except as permitted by clause 2.

The Sub-Contractor may disclose the other party's confidential information: a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause 2; and b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

SUB CONTRACTORS AGREEMENT

I/we agree to abide by the conditions set out below when entering into any agreement with Keedwell Konnect Ltd to carry out sub-contract work on their behalf.

Conditions:

Code of practice

Keedwell Konnect Ltd "Code of Practice" for Sub Contractors' is to be complied with by Sub Contractors at all times.

Insurance

In order to carry goods on behalf of Keedwell Konnect Ltd, the Sub Contractor must provide proof that they have in place the necessary Insurance Cover and will keep this in force at all times. Details as follows:

Goods in Transit

Due to various contractual obligations, the Company requires Sub Contractors to have cover in place in accordance with the Road Haulage Conditions of Carriage (2009 Edition) with a Financial Limit of £6,000 per tonne including deterioration. There may be circumstances where an increase in cover will be required due to the nature of the goods carried.

** Deterioration of Stock Extension to be included for all Contracts **



SUBCONTRACTORS CODE OF PRACTICE

Motor Insurance

The Sub Contractor must have in place Comprehensive (and will maintain at all times) cover including attached and detached cover for hired or borrowed Trailers up to a value of £40,000. The Policy may contain a condition/warranty regarding the security of trailers. The Sub Contractor must strictly adhere to this.

Public Liability Insurance

The Sub Contractor must have in place (and will always maintain) cover with a minimum indemnity limit of £10,000,000. (This may be liable to change due to the nature of the goods. Please discuss with a member of KK staff.)

In order to validate that the Sub Contractor has met with the Company's minimum cover requirements, please complete the attached Insurance Questionnaire and return it to the Company within 7 days. This Form must be signed by a Principal/Director of your Company. It must also be signed and stamped by the Sub Contractor's Insurance Broker.

Vehicle Licensing

A Sub Contractor's vehicle will display a valid Operators 'Licence disc.

Undertaking

Sub-Contractors, their agents and employees will be familiar with all the legal requirements covering drivers' hours, drivers' licences, Operator's licensing, speed limiters and weight limits. It is agreed that all loads given and accepted will be able to be delivered within the times given complying with the law at all times.

Trading Conditions

For UK haulage, RHA and for non-UK haulage CMR conditions will apply. In RHA Conditions, item 11 (1) limitations of liability shall be amended as per Condition 2 above.

Declaration

I confirm that I have read and received a copy of the Keedwell Konnect Ltd Sub Contractors Code of Practice and agree this Code of Practice will take precedence in all transactions between ourselves (as the Sub Contractor) and Keedwell Konnect Ltd. I agree to comply with all the conditions set out in this agreement.

Signed _____ Position _____

Print Name _____ Date _____

On Behalf of _____

The signatory must be someone with full authority to sign these terms and conditions.



SUBCONTRACTORS CODE OF PRACTICE

Sub-Contractor Assessment Questionnaire

Company Name _____

Address _____

Post Code _____

Telephone _____ Mobile _____

Traffic Email _____

Accounts Email _____

Company Registration Number _____

'O' Licence Registration Number _____ Expiry Date _____

Number of vehicles in use _____ Trailers in use _____

Insurance Details

Goods in Transit Policy Number _____

Expiry Date _____

Exclusions / Warranties / Endorsements _____

Motor Policy Number

Expiry Date _____

Exclusions / Warranties / Endorsements _____

Liability Policy Number

Expiry Date _____

Exclusions / Warranties / Endorsements _____

Waste Carrier Licence Number _____

Expiry Date _____



SUBCONTRACTORS CODE OF PRACTICE

Declaration

You have confirmed your full understanding of the driver's rules and regulations covering all work taken on by all and any sub-contractors who undertake work on behalf of Keedwell Konnect Ltd and that such work is undertaken and will be completed within all relevant legal requirements and statutes.

A sub-contractor has the right to refuse a load if it cannot be done within the legal working time. Keedwell Konnect Ltd accepts no responsibility for any sub-contractor who is caught breaking the rules and regulations. All and any costs and or penalties arising from any breach of said rules and regulations are the sole responsibility of the Sub-Contractor.

I confirm that all vehicles and services provided will be facilitated under the terms and conditions of the above-mentioned operator's licence, registered with _____ Licensing authority, and I will ensure that all legal requirements including driving hours are adhered to. It is my responsibility as a contractor to ensure me / my drivers and vehicles comply with legal requirements in all respects regarding the operation of large goods vehicles. Me / my drivers are responsible for securing loads on vehicles without damage to the goods in the process. All loads are to be always secured no matter how short the transportation period.

I accept that if I am found at any time to be contravening the legal requirements regarding the operation of large goods vehicles that you have the right to discontinue using me as a sub-contractor with immediate effect.

Would you please sign / date and return this declaration within 7 working days confirming your understanding and acceptance of our terms of business.

Yours sincerely,

Signed _____ Date _____

Position _____