

DATA PROTECTION ADDENDUM TO YARBOROUGH LIMITED t/a SHEPHERD DISTRIBUTION SERVICES TERMS AND CONDITIONS OF BUSINESS

In the course of providing carrier services Shepherd Distribution Services will collect and process personal data on its customers that is subject to EU and UK data protection laws. It is for this reason that this Data Protection Addendum (“**Addendum**”) has been prepared and will supplement and form part of our Contract with you.

Except as modified by this Addendum, any Contract already in force with a Customer shall remain unchanged and in full force and effect and any new Contract with a Customer shall be subject to this Addendum.

All references in this Addendum to Shepherd Distribution Services or the Carrier shall mean Yarborough Limited trading as Shepherd Distribution Services, a private limited company registered in England and Wales under company number 0660908 with its registered office at Birley Vale Avenue, Sheffield, South Yorkshire, England S12 2AX.

1. DEFINITIONS

1.1 The terms used in this Addendum shall have the same meanings as set out in the Road Haulage Association Limited’s Condition of Carriage 2020 (“**CC20**”). Any capitalised terms used in this Addendum and not defined in the CC20 shall have the meaning given to them in this clause

Agreed Purposes: has the meaning given to it in clause 3.1.

Carrier’s Website: means www.shepherd-distribution.co.uk.

Contract Personal Data: means any personal data that is processed under or in connection with the carriage services performed under the Contract.

Data Protection Laws: means any European laws and regulations directly applicable to the processing of Contract Personal Data in respect of which the Carrier is subject to, including (a) the GDPR, (b) the Data Protection Act 2018, (c) the Electronic Communications Data Protection Directive (2002/58/EC), (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and where applicable the guidance and codes of practice issued by any Data Protection Authority.

GDPR: the EU General Data Protection Regulation (EU) 2016/679 and laws implementing or supplementing that Regulation.

Data Protection Authority: means the UK’s Information Commissioner, and the supervisory authority in the countries where the Customer is established.

Data Receiver: has the meaning given to it in clause 6.3.

1.2 The terms ‘**data controller**’, ‘**data processor**’, ‘**data subject**’, ‘**personal data**’, ‘**processing**’, ‘**sensitive personal data**’, ‘**special category data**’ and ‘**supervisory authority**’ shall each have the meanings given to them in the GDPR as applicable.

1.3 A reference to a regulation, statute or statutory provision shall include all subordinate legislation made from time to time under that regulation, statute or statutory provision.

1.4 In the case of any conflict, ambiguity or inconsistency between any provision in this Addendum and other terms of the Contract the terms in this Addendum shall prevail.

2. GENERAL DATA PROTECTION OBLIGATIONS

2.1 For the purposes of this Addendum, the Carrier and the Customer are each a separate and independent controller and the Carrier is also acting as data processor in respect of carrying out the Contract in respect of the Contract Personal Data.

2.2 The Carrier and the Customer each warrant that they will comply with their respective obligations in relation to the

Contract Personal Data under the Data Protection Laws and this Addendum.

3. CONTROLLER OBLIGATIONS

3.1 The Customer acknowledges and understands that the Carrier (and its service providers) collects Contract Personal Data on it for the following purposes (“**Agreed Purposes**”):

- (a) the processing of their order;
- (b) the delivery of their Consignment;
- (c) the management of its relationship with the Carrier, including the marketing of products or services to the Customer which the Carrier believes may be of interest to them via a newsletter, invoicing, payment of invoices, invitations to events, administration of the customer log in facility on the Carrier’s Website and the settlement of any disputes; and
- (d) the development of the Carrier’s products and services, including statistical data analysis and carrying out service reports for its Customers.

3.2 The Customer agrees that the Contract Personal Data made available by it or on their behalf to the Carrier can be processed by the Carrier for the Agreed Purposes. Further details regarding the collection and processing of Contract Personal Data by the Carrier can be found in the Carrier’s privacy policy held on its website www.shepherd-distribution.co.uk.

3.3 The Carrier shall not publish externally or otherwise disclose any Contract Personal Data relating to a Customer or any information deriving from that data that would enable the Customer to be identified without first obtaining the prior written consent of the relevant Customer.

4. PROCESSOR OBLIGATIONS

4.1 To the extent that the performance of the Contract by the Carrier involves the Carrier processing Contract Personal Data, the Carrier acting as a data processor shall:

- (a) only carry out processing of the Contract Personal Data in accordance with the Customer’s documented or written instructions;
- (b) deal with any data subject requests from the Customer promptly (though the Carrier may need to carry out further checks to verify the identity of the Customer before responding to such a request);
- (c) take all appropriate technical and organisational measures to protect the Contract Personal Data against unauthorised or unlawful processing and accidental loss and to detect and report any Contract Personal Data breaches (including, if necessary, to the Data Protection Authority) without undue delay;
- (d) inform the Customer, without undue delay, of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Contract Personal Data transmitted, stored or otherwise processed; and
- (e) ensure that any persons authorised to access and/or process the Contract Personal Data on behalf of the Carrier are obliged to keep that data confidential.

5. CONTRACT PERSONAL DATA

5.1 The following types of Contract Personal Data will be collected, stored and shared between the Carrier and the Customer (and its service providers):

- (a) Identity data – includes first name, surname, username or similar identifier, title, marital status;

- (b) Contact data – includes delivery address, billing address, email address, telephone numbers;
- (c) Financial data – includes bank account and payment card details;
- (d) Transaction data – includes details about payments from and to the Customer, details of products and services the Customer has purchased from the Carrier;
- (e) Technical data – includes [internet protocol (IP) address, the Customer’s login data, browser type and version, time setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the Carrier’s Website.
- (f) Profile data – includes the Customer’s username and password you use to access the customer log in on the Carrier’s Website.
- (g) Usage data – includes information about how you use the Carrier’s Website, products and services.
- (h) Marketing and Communications reporting – including your preferences in receiving marketing information from the Carrier or third parties and your communication preferences.
- (i) Neither sensitive personal data nor special category data relating to the Customer will be collected or processed by the Carrier.

6. FAIR AND LAWFUL PROCESSING

- 6.1 Data Protection Laws state that the Carrier must ensure that it processes the Contract Personal Data fairly, lawfully and in a transparent manner in accordance with the Data Protection Laws.
- 6.2 The Carrier shall ensure that it processes the Contract Personal Data on the basis of one or more of the following legal grounds:
 - (a) processing is necessary to take steps at the request of the Customer prior to entering into a Contract;
 - (b) for the performance of a Contract to which the Customer is a party;
 - (c) processing is necessary for compliance with a legal obligation to which the Carrier and/or the Customer are subject, other than an obligation imposed by contract; or
 - (d) processing is necessary for the purposes of the legitimate interests pursued by the Carrier and the Customer except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the Customer; and
 - (e) in certain circumstances, where the Customer has unambiguously given its consent.
- 6.3 The Carrier shall, in respect of Contract Personal Data, ensure that its privacy policy is clear and provides sufficient information to a Customer for it to understand what, if any, Contract Personal Data the Carrier is sharing with others, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the person or organisation the Carrier is sharing the data with or a description of the type of organisation that will receive the Contract Personal Data (“Data Receiver”).
- 6.4 The Carrier will also ensure that the Data Receiver undertakes to inform the Customer of the purposes for which it will process their Contract Personal Data and provide it with all of the information that it must provide, to ensure that the Customers understand how their Contract Personal Data will be processed by the Data Receiver.

7. TRANSFERS

The Carrier shall not disclose or transfer Contract Personal Data outside the European Economic Area (EEA).

8. RESOLUTION OF DISPUTES

- 8.1 In the event of a dispute or claim brought by a Customer or a Data Protection Authority concerning the processing of Contract Personal Data, the parties will cooperate with a view to settling the dispute or claim amicably in a timely fashion.
- 8.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by either party or a Data Protection Authority. The parties may elect to participate in the proceedings, electronically (such as by telephone or other electronic means) and they agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 8.3 The parties shall abide by a decision of a competent court of England and Wales which is final and against which no further appeal is possible.

9. LIMITATION OF LIABILITY

The parties agree that the following provision shall be added to CC20 as a new clause 11(3):
[Subject to clause 11(2),] the Carrier shall not be liable to the Customer in the event of the loss, destruction, corruption or unauthorised disclosure of Contract Personal Data.]

10. THIRD PARTY RIGHTS

This Addendum is between the Carrier and the Customer only and no other party or person has any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce the provisions of this Addendum.

11. FURTHER ASSURANCE

The Carrier and the Customer that, on request, they will provide the other party with reasonable assistance, information and co-operation, at their own expense, to ensure the other party’s compliance with their respective obligations under the Data Protection Laws and this Addendum.

12. GOVERNING LAW AND JURISDICTION

This Addendum and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the Carrier and the Customer each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.