

Witness Name: Stephen Henderson

Exhibits: SH01 – SH12

Dated: 27th September 2025

THE SOUTHPORT INQUIRY

FIRST WITNESS STATEMENT OF STEPHEN HENDERSON

I, **STEPHEN HENDERSON**, will say as follows: -

INTRODUCTION

1. I am a director and CEO of the UK companies Ruach Music Limited ("**Ruach Music**") and SJ Henderson Fulfilment Ltd ("**SJ Henderson**").
2. This witness statement is made to assist the Southport Inquiry (the "**Inquiry**") with the matters set out in the Rule 9 Request dated 16 September 2025.
3. Prior to my receipt of the Rule 9 request, I was not aware that there was any connection between Ruach Music, SJ Henderson and the appalling events that form the subject of the Inquiry. This information has come as a complete shock to me.

BACKGROUND

4. Ruach Music and SJ Henderson are both subsidiaries of Genesis Group Enterprises Ltd, of which I am also a director and the CEO. My role as a director and CEO of both subsidiary companies is to provide strategic direction and leadership to the respective businesses.

Ruach Music

5. Ruach Music is a musical instrument and accessory manufacturing and supply company formed in 2014.

SJ Henderson

6. SJ Henderson, which was formed in 2019, is a third-party logistics service business, operating as an order fulfilment provider for approximately 70 clients spread across a range of sectors, such as fashion, wellness and beauty, school supplies, musical

instruments, and more. The service provides storage, processing, packing and dispatch of orders for clients.

7. SJ Henderson operates across two fulfilment sites in Northern Ireland, totalling 34,000 sqft, with a dedicated team of 27 staff. Over the past 12 months, the business has fulfilled 185,000 orders, and 1,770,000 items - ranging from single lipstick packs to full pallets of school supplies.
8. For 99.81% of the items we dispatch, SJ Henderson will receive notification of the arrival of client's goods via ASN (Advanced Shipping Notification) through our client portal. The goods are then received into our facility and booked in, based on declared packaging contents and quantities. An inventory of the stock is then scanned into designated storage locations, ready for dispatch. Stock will remain in storage until ordered by our clients' customers, at which point we pick, pack, and ship as per their instruction.

"Dropship" Goods

9. 0.19% of items received at our facilities are what we refer to as "dropship" products. Clients can instead select and detail 'dropship' as a product description on the warehouse management system if the goods are to be forwarded directly to the end customer rather than stored in the facility for later dispatch. Dropship goods are pre-packed by clients. They arrive at our warehouse and are digitally (but not physically) booked in and then dispatched/onward forwarded to the relevant end customer / recipient, using the delivery details provided by the client on our online portal. Dropship items are typically dispatched the same day as arrival at our facility.
10. The client notifies us of inbound packages via an advanced shipping notice (ASN), marking the shipment as "dropship" on our portal to indicate that the goods are pre-packed and already sold - therefore not requiring the breaking open of contents to warehouse the goods for later sale. Upon receipt, where directed, we open the outer box to reveal individually labelled and packaged orders. Since the client has already input these orders on our portal, prior to arrival at our premises, the name and address on each package is affixed and identifiable to match up to our system's records. At this point, the dispatch button is selected, automatically transmitting all order details to the courier. A shipping label is then generated instantly, based on the courier service the client selected during order upload.

11. Our portal system is designed to allow for either (1) website integration so that order data can be automatically synced in real-time between the website and our systems; or (2) manual input by clients. Where manual uploads are made to the portal, the client is responsible to ensure all information critical to that order is input to the system. This will include product description/information where necessary. Typically, detailed information of dropship items is not a requirement for the facility because the items are not being warehoused and therefore we do not need to keep a stock inventory for these items.

Ageo Wholesale UK Ltd

12. Ageo Wholesale UK Ltd (**'Ageo'**) was a client of SJ Henderson Fulfilment Ltd. We were first approached by Ageo in February 2022 to fulfil its orders throughout the U.K. On 18 February 2022, SJ Henderson and Ageo entered into a Services Agreement and I exhibit a copy of the agreement at **SH/01 – RUAM000004**.
13. My original understanding back in 2022, on the basis of my initial discussions with one of its directors, Mr Juan Martinez Ciguentes ("**Mr Martinez**"), was that Ageo sold outdoor supplies. This was my understanding until we had reason to terminate our contractual relationship with them in March 2025, following receipt of a notice from Irish customs, to which I refer in more detail in paragraphs 24 and 25 below. From my subsequent review of our email records from the time of my first contact with Ageo, I note that in response to my standard questionnaire, the answer Mr Martinez gave to my question about product types was *'outdoor supplies, we are specialized in knives'*.
14. Under the terms of our Services Agreement it is made very clear that we do not accept any dangerous or unlawful goods from clients. Clause 2 of this agreement explicitly states that:

"SJ Henderson does not accept any of the following goods for storage, fulfilment or dispatch and no liability shall arise in respect of them to the Client:

2.12.1 goods which are, or may become, dangerous, hazardous, noxious, explosive, radioactive or damaging to itself or other property;

2.12.2 firearms, living organisms, cash, frozen or perishable food;

2.12.3 goods prohibited by law or regulation of any government or public authority of any jurisdiction where the goods are carried;

2.12.4 goods which SJ Henderson deems unsafe or not in a suitable condition for storage or packing or otherwise unsuitable for the Services offered by SJ Henderson; and

2.12.5 goods tendered by Client which do not conform to the description or specification as provided in an Order or otherwise agreed by SJ Henderson.

2.12.6 goods on which Client has not paid all applicable duties, levies, taxes or other similar governmental or statutory requirement in connection with the import, export and/or delivery of such goods.”

2.13 Should Client nevertheless provide any such goods to SJ Henderson to handle or deal with, Client will be liable for all loss or damage caused in connection with such goods and will indemnify SJ Henderson against all losses, damage, liabilities, costs, claims and expenses arising in connection with such goods and such goods may be destroyed or otherwise dealt with at SJ Henderson’s sole discretion, so long as the goods are in the custody or under the direction of SJ Henderson.”

15. In addition, the Service Agreement terms require the clients to give the following warranties and assurances under Clause 3:

“3. Client Obligations

3.1 Client represents, warrants and agrees that:

3.1.1 it is either the owner of the goods or has lawful possession of the goods and all right and authority to store them with SJ Henderson and to direct the release and/or delivery of the goods to Customers;

3.1.2 all goods are appropriately marked and packed for storage and handling by SJ Henderson;

3.1.3 all information provided to SJ Henderson to perform the Services, including Customer orders and delivery details, is accurate, true, complete and provided in the specified and correct format;

3.1.4 title in goods will not pass from Client, or legal owner of the goods where Client is an agent, until delivery;

3.1.5 it is the importer of record in relation to its goods and SJ Henderson is not the importer; it will obtain all necessary import or export licences or permits; it

will pay all necessary duties, levies or taxes to which goods are liable on entering or leaving any country; and it will comply with all statutory, regulatory and policy rules and reporting requirements relating to the import, export or movement of its goods (including, but not limited to, Trader Support Service registration and reporting as required by the UK Government).

3.1.6 comply will all laws and regulations affecting manufacture, sale, packaging and labelling of its goods.

3.2 Client shall make available all of its Customer orders in a format and manner as directed by SJ Henderson and shall permit access by SJ Henderson systems to Client systems for the sole purpose of accessing such orders

Hunting&Knives Ltd

16. Neither Ruach Music or SJ Henderson have any relationship with a company called Hunting&Knives Ltd. I can confirm that I was not aware of this company name until I received the Inquiry letter dated 16 September 2025. Following receipt of the Inquiry correspondence, I have conducted an internal investigation into our agreement and dealings with Ageo to ascertain any recorded link between Ageo and a company under that name. Having revisited the initial correspondence with Ageo I notice that in answer to a question in my questionnaire about what e-commerce platform Ageo used to process sales, the answer given was "www.huntingandknives.co.uk (magento 2)". While I have no specific recollection of the mention of that website in 2022, I fully accept that the records show such reference.
17. From my recent investigations, I also noticed that a temporary integration link was established by Ageo between our warehouse management system and Ageo's web-store www.huntingandknives.co.uk (magento 2). This temporary integration seems to have been established by Ageo when we received our first order from Ageo in March 2022.
18. Our records show that in March 2022 there were 22 separate orders (containing 23 products) shipped by Ageo to our facility as one consignment (ASN.1350) under this integration, and I can see that the descriptions for products included in this consignment did include a reference to "knives" and similar references. See exhibit **SH03-RUAM000006** for details of ASN.1350. This information was provided by Ageo for the purposes of onward shipping. Whilst as the nominated courier would have also received

a record of this description on its system. Because we have an online integration with all of our couriers, real-time data is passed from our warehouse management system to the courier at point of dispatch/label creation. Although our operatives would, in theory, have had access to this information, this would not have prompted them to physically check the goods in and out because they were already pre-packed by the client. In other words, the information would not have been worked on and because the packages were dropship and the system would have generated the packaging labels in our system based on the information uploaded by the client. This was in the format as exhibited at SH/04 – RUAM000007.

19. Consignment ASN.1350 was received at our facility on 9th March 2022, with each individual order already pre-packed and pre-sold, as evidenced in the attached photograph in exhibit SH/05A - RUAM000008 SH/05B - RUAM000016. All 22 orders were dispatched on the same day using a Whistl courier service. According to Whistl's terms at that time, such items were permitted provided that the items were appropriately packaged and labelled.

20. My understanding is that it was (and is) Whistl's policy that knives or bladed items are not **strictly** prohibited. Rather, they are permitted provided that the sending party complies with any additional requirements relating to them as set out in their "prohibited items" section of their customer and carrier guides. Although I could not obtain a copy of Whistl's carrier / customer guide as provided to us in 2021 anywhere within in our email communications with them, I have conducted a search of the Wayback Machine of website archives and note that on 26 October 2020, Whistl's policy, specifically the Restricted Items list, stated as follows:

"Sharp Objects and Bladed Products: Sharp objects like knives, kitchen utensils and gardening tools may only be posted if they are packaged appropriately so that they are no risk to employees, other packages or recipients"

See printout from Whistl's website via the Wayback Machine from 26 October 2020 exhibited at SH/06 – RUAM000009. Accordingly, I do not believe that Whistl's terms and conditions were breached when Consignment ASN 1350 was dispatched to them for delivery.

21. Following this initial consignment for Ageo on 9th March 2022, subsequent orders placed by Ageo detailed the contents of the ASNs and Orders for dispatch simply as "dropship". There was no further detail provided regarding the parcel contents. Between 9th March

and 31st March 2022, a total of 67 orders were fulfilled via the temporary Magento integration. After this period, our data records show that the client removed the integration, and transitioned to manually uploading orders and selecting their chosen courier service for each shipment. As mentioned, this was done without providing any additional instructions or specific delivery requirements.

22. At the time the services agreement was signed, Ageo had informed me that their supplier, Grupo Marpasi S.L. in Spain, would pre-pack individual customer orders for Ageo, and send in bulk to us for individual final distribution. Mr Martinez is also a director of Grupo Marpasi S.L. As far as SJ Henderson was concerned, it was the client's and supplier's responsibility to package and mark boxes where required, as confirmed by Clause 3 of the noted services agreement.
23. Between March 2022 and March 2025 a total of 2,810 orders were fulfilled by SJ Henderson for Ageo. All of these orders were received for immediate onward forwarding via the drop-ship model detailed i.e. they were not opened nor warehoused in our facilities.

Termination of Contract with Ageo

24. In or around 6 March 2025 we received a notification from the Irish Tax and Customs concerning the seizure in Dublin of a shipment sent by Ageo's supplier, Grupo Marpasi which was destined for our facility, and which was found to include a variety of knives and a pepperbox revolver. I exhibit a copy of the Notice at **SH07 – RUAM000010**. For completeness I also exhibit a copy of my email communications with the Irish customs thereafter regarding this consignment at **SH08 – RUAM000011**.
25. I was extremely shocked to learn that they had attempted to send dangerous and prohibited goods to us under the pretext that they were cutlery items and immediately took steps to terminate the agreement with Ageo on the basis of the clear breach of various clauses of the Services Agreement. Leading up to this, there was an exchange of correspondence between me and Grupo Marpasi, in which I set out SJ Henderson's explanation for why we were terminating the agreement and I exhibit a copy of this correspondence at **SH09 – RUAM000012**. I was particularly surprised by Grupo Marpasi's claim (in an email from Mr Martinez) that the contents of the delivery only comprised cutlery items, when they clearly didn't.

26. Up to that point, as far I am aware from my investigations of our records to date, there was no indication that Ageo and/or its supplier Grupo Marpasi had ever attempted to send shipments outside of our terms and conditions nor that of our couriers. Other than as detailed at paragraph 17 above, we had never received any shipments from Ageo with declarations that the contents comprised either dangerous or prohibited goods or bladed articles, and nor would we have expected to receive such deliveries given the terms of our Services Agreement. As the seller, Ageo is responsible for correctly marking the packages as containing bladed goods in accordance with sections 35 and 36 of the Offensive Weapons Act 2019. In addition, they did not provide a description of the goods or specific instructions at the time of the manual input. There was a "Delivery Notes" and "Packing Notes" section for every manual upload that the client made to our system. No information appears to have been uploaded by the client into these sections, which meant that no notification was made to us to alert us to the contents or specific instructions regarding delivery. As we were unaware of the parcel contents (because Ageo did not disclose this to us), we do not believe there was anything we could have reasonably done to prevent the delivery to AR.

Whistl as a courier

27. SJ Henderson use a number of courier firms to deliver goods in the UK in fulfilment of orders, including Whistl. The client generally selects the courier service they desire us to use by selecting one when they upload their orders on the portal. Whenever a client selects Whistl as a courier, SJ Henderson uses the Ruach Music's Whistl account as a subcontractor to fulfil the order.

Order number # 100004317 / Tracking number H00IEA0123404828

28. Parcel H00IEA0123404828 was received at our facility, pre-packed for delivery on 23 October 2024. This order, consistent with all orders submitted by Ageo, was manually placed via a spreadsheet upload to our system confirming the order details and distribution method. As with all of Ageo's orders after the initial order in March 2022, the order details bore no declaration indicating the nature of the contents. There was no indication that it contained a bladed or similar item. Please refer to Exhibit **SH10 – RUAM000013**, which contains the data held in our warehouse management system for order 100004317 (tracking number H00IEA0123404828).

29. In accordance with the order details uploaded onto our portal, as soon as the parcel was received by our facility a label would have been affixed in the form exhibited at **SH11 – RUAM000014**.
30. As requested in the order, SJ Henderson used Ruach Music's Whistl Account as a subcontractor to fulfil order number 100004317, tracking H00IEA0123404828. The parcel was dispatched on 23 October 2023 using the Parcelhub–Evri–Whistl PacketPOD Standard courier service as directed by the client.

Witness statement of Whistl

31. At the time of setting up the contract with Whistl, the proposal was first in the name of SJ Henderson, then changed to Ruach Music as Whistl noted we would secure better credit terms based on its longer trading history as a company. I respectfully disagree with the claim that Whistl was unaware another business operated at our site, which is stated in Nigel Polglass's witness statement at paragraph 19 in the following terms: "*what was unknown to us at the time, but we have learned since receiving the Inquiry's information request, is that there is also another business located at that site which is run by Mr Henderson. This company is called SJ Henderson Fulfilment Limited*". This is not true. Whistl knew from initial contact with us their services would be used to fulfil a variety of parcels and commodities for third parties, not solely musical instruments, as they first reached out to us via telephone to sell us their services, and communicated with info@sjhfulfilment.com following this, making a proposal specifically to SJ Henderson Fulfilment Ltd on 24th November 2020, and I exhibit a copy of this proposal at exhibit **SH12 – RUAM000015**.
32. As explained above, we had no reasonable means of knowing the parcels we dispatched for Ageo via Whistl contained prohibited items, as the goods were pre-packed by the client, were not marked appropriately in accordance with the legislation, and no specific content information had been provided to us within the ASN.
33. According to our warehouse management system, a total of 2,630 orders were fulfilled via Whistl for Ageo during our engagement from 21st February 2022 until 11th March 2025, when the contract was terminated.
34. Other than as referenced at paragraph 17 above, we are unable to determine from our own records how many of the dropship parcels that were forwarded through our facility

on behalf of Ageo contained bladed articles or offensive weapons as each order was pre-packed by the seller for the end customer before arriving at our facility and no product information was uploaded onto our portal.

35. It is correct that of the Whistl movements, deliveries were sent through Evri save for one which was sent through Yodel.
36. Given the context of the above statement, I believe the terms and conditions Ruach Music held with Whistl were upheld in good faith. Other than as referenced at paragraph 17 above, Ageo did not declare contents of the dropship parcels, notwithstanding the terms of our services agreement. It is worth noting that for domestic shipments, Whistl do not require accurate product descriptions to be given on the courier packaging so long as the products comply with their terms and conditions.
37. The courier contract with Whistl on SJ Henderson's warehouse management system was held via Ruach Music, and Whistl was fully aware of the operational relationship between SJ Henderson and Ruach Music for the reasons I have explained above. Under clause 2.9 of our service agreement—"*SJ Henderson shall be free to use such subcontractors or agents as it may at its absolute discretion choose to appoint*". Accordingly, this courier service was utilised through Ruach Music's account, selected as the sought courier service by Ageo.

Witness statements of Mr Martinez

38. I have read the two witness statements of Mr Martinez to the Inquiry dated 21 August 2025 and 22 September 2025. There are a number of points within Mr Martinez's statements, particularly his second statement, with which I disagree and which are plainly incorrect. I believe the contents of my statement above addresses a number of these points already, however I would like to respond to the following statements specifically:

- (i) **Paragraph 2: "GRUPO MARPASI SL sent it to Ageo Wholesale at SJ Henderson's facilities, where Ageo Wholesale was renting a space of 5 cubic metres. Once there, SJ Henderson had to identify the package and the client. "**

It is incorrect that Ageo was renting space at any of our facilities. This was discussed during initial negotiations but did not proceed on the basis that Ageo would be using our

drop-ship service meaning that goods arrived and left our premises usually the same day. At no point did SJ Henderson charge or invoice Ageo for warehousing or storage facilities, for the simple reason that Ageo never availed of that service.

- (ii) **Paragraph 2:** *“SJ Henderson as an expert Company in Drop Shipping and knowledgeable about the merchandise, had to mark and indicate the merchandise that was being carried as bladed products and choose the delivery company to fulfill the requirements to deliver this merchandise.”*

This statement is not true for a number of reasons. First, it is my understanding that there is a statutory requirement on the seller of bladed items who have sold these products remotely (online or by mail order) to ensure that packages containing such items are clearly marked to indicate: (i) that it contains an article with a blade or which is sharply pointed and (ii) that, when finally delivered, it should only be delivered into the hands of a person aged 18 or over.

Second, as set out above, drop-shipping is essentially a middle-man service for onward delivery to the end customer. We do not open or check client products when providing a drop-shipping service. This service means that we receive orders from the client which are fully packaged for onward delivery once we have added an additional shipping label. Ageo was aware of this. I refer to Ageo’s correspondence from 18 February 2022 exhibited at SH/02 - RUAM000005 in which they confirmed that *“These packages could be sent already packed and labeled so that you only have to include the label of the transport agency and from your warehouse they would be sent to the final clients.”* This was the process that was used for all of Ageo’s deliveries. Notwithstanding that we did not at any time agree to package and label Ageo’s orders, at no stage did Ageo provide any information with any order from April 2022 onwards that would have indicated that the package contained knives or bladed items even had we been in a position to mark/label the products appropriately in any event.

- (iii) **Paragraph 2:** *“In point 2.9 of the contract signed between Ageo Wholesale and SJ Henderson the following was indicated: ““SJ Henderson shall be free to use such subcontractors or agents as it may at its absolute discretion choose to appoint”. Ageo Wholesale did not have and does not have any contractual relationship with Whistl or Evri to which I could not give any instructions to.”*

To be clear, Ageo was fully aware of that we subcontract courier services to different courier providers and agents. They specifically chose from a range of providers and services, which courier service they would like to use at the point of submitting an order with us.

(iv) **Paragraph 3:** *“SJ Henderson sent a questionnaire asking what products were sold and the website, it was answered Outdoor products especially knives and the domain Huntingandknives.co.uk was provided for their verification”*

I would like to clarify that this statement is not correct. The response from Ageo in relation to our question regarding the type products sold was “Outdoor supplies, we are specialized in knives”. See exhibit SH02 - RUAM000005.

(v) **Paragraph 5(b) and (c):** *“The entirety of the objects were bladed weapons.”*

As set out above, as we were not inspecting or physically inbounding Ageo’s orders, we cannot comment on whether or not the “the entirety of the items were knives” as claimed. We do not have those records. SJ Henderson was never made aware that “the entirety of the items” were knives. As seen above, we were advised that the products were “outdoor supplies”, such description would encompass a wide range of products. In addition, from the HuntingandKnives.co.uk website, Ageo also sells a range of other items such as outdoor products including backpacks, gloves and water bottles, gardening products including shovels, and kitchen utensils such as chopping boards and graters.

(vi) **Paragraph 5d:** *“Video calls were carried out between Hunting &Knives and SJ Henderson to clarify matters...”*

It is not clear what Mr Martinez is trying to suggest here. Although Mr Martinez does not expressly state as such, any suggestion that SJ Henderson were asked to mark/ indicate on all of Ageo’s orders that they contained blades is expressly denied. In any event, we clearly did receive some orders from Ageo which did not contain blades (as evidenced in the product descriptions from their first order with us exhibited at SH03 - RUAM000006 which, from my scrutiny of the listed items, appears to list a leather pouch article).

- (vii) **Paragraph 5(e):** *“In the contract nothing was specified over SJ Henderson's course of action with the deliveries, the only thing that was indicated was that SJ Henderson would have the freedom to utilise subcontractors or agents, which, at his absolute discretion, would choose to designate. I understood that this was a standard contract and this clause was within a standard agreement, which they used to be able to provide the best service to their clients depending on the products sent and of course in keeping with the legislation in each case.*

Mr Martinez seems to be suggesting here, without any foundation, that it was SJ Henderson's duty or responsibility to ensure that Ageo complied with its legal obligations as a seller of bladed items and knives. That was not the case at all. It was Ageo who was responsible for packaging and marking products, for selecting the delivery method and provider and for informing us of any relevant product information or specific instructions as per the terms of our master services agreement.

- (viii) **Paragraph 6(c): b.** *Ageo Wholesale Ltd never contracted Whistl nor Evri nor Ruach Music Ltd, to deliver any package.*

While it is quite true that Ageo did not contract directly with Whistl or Evri, it was nevertheless their decision in their selection of the courier provider and mode. SJ Henderson does not have any role in selecting the specific method of delivery used for client orders or to provide delivery instructions to subcontractors beyond what we are advised by our clients in the order.

- (ix) **Paragraph 6(f):** *“The nature of the items was communicated to SJ Henderson who was going to receive them at the rented space, he also had to take charge of any returns that arose, as well as delivering items in stock, in their warehouse, that Ageo Wholesale indicated to them.*

Save for the initial 22 orders in Ageo's first consignment to us (ASN 1350), Ageo never communicated the nature of the items in any of the 2810 orders which it sent to our facility. As set out above, Ageo never rented space at any of our facilities.

Reflection on events

39. SJ Henderson has seventy active clients at the time of this report. We receive, warehouse and fulfil orders for them, holding services agreements with each of them.

Our rules and services agreements are strict, and in line with the couriers we subcontract (in this case, Ruach Music). The courier services of Whistl are used as per the request and selection of the client, Ageo. The client has access to our vast range of courier services we hold contracts with, and we trust our clients to clearly define and package their products and packages truthfully. We subcontract couriers daily at the request and choice of our clients on the assumption that our clients have adhered to their obligations under the terms of our master services agreement, particularly bearing in mind their obligations at clause 3.1.5

40. I was aware at the time of this shipment that it is the responsibility of the account holder with Whistl that any items it was asking Whistl and Evri to deliver were not prohibited items, and that Evri do not deliver bladed items, nor those covered by the Offensive Weapons Act 2019. Our services agreement details what we can receive, warehouse and fulfil and similarly sets out what we can't receive, warehouse or fulfil and the fact that we do not handle dangerous or prohibited items. Our clients are legally obliged to comply with our agreement. With the orders pre-packed, already imported to the country, by the client, who is the importer of record, without customs or couriers identifying the packages as prohibited or dangerous, we relied on the customs authorities, the couriers handling the import via the client, our client and their packaging that any goods delivered to us for onward dispatch conformed to our contractual agreement and therefore suitable for the courier service selected for use.
41. During the preparation of the referenced shipment, visual inspections of the packaging were conducted, as standard, to confirm alignment with our service agreement and the requirements of the selected courier. No signs of prohibited items were observed during these checks.
42. Whistl place responsibility on the customer, Ruach Music (sub-contracted by SJ Henderson), to ensure parcels comply with their policies. This is the same approach taken by other couriers we use. As set out above, at SJ Henderson, we have strict service agreements with our clients requiring them to send only goods which comply with Clause 2 and Clause 3 of the services agreement.
43. In this case, we were not informed by the client, Ageo, that the goods fell outside of our services agreement, nor were the parcels labelled confirming the contents included bladed items, therefore we had no way of knowing that the parcel contained a machete other than unpacking every sealed parcel and checking the contents, which is not part

of the service we provide. Accordingly, the client failed to comply with our contract, which resulted in Whistl's terms and conditions being breached without our knowledge.

44. I can confirm that Ageo's choice was to use the courier service utilised, and they were obliged to ensure delivery details (including special delivery courier service use where applicable) and all laws and regulations were complied with, including importing and exporting, as we required by clause 3.1.5 and 3.1.6 of our services agreement.
45. After running a check on Ruach Music's and SJ Henderson's systems, I can confirm that the only order that has been shipped to AR was order 100004317 to the alias DPA Olakunle with tracking number H00IEA0123404828. All aliases, emails and phone numbers requested to be searched, have been searched, and this one order is the result.
46. A full search on our warehouse management system, across all clientele, has been undertaken and only the one order has been dispatched to AR with tracking H00IEA0123404828.
47. To our knowledge, at the time, SJ Henderson fulfilled an order for a client who, as per the terms of our signed agreement, bore full responsibility for understanding and complying with their legal obligations. The client pre-packed their orders, imported them into the UK which then went through customs, and to our knowledge, the parcels did not contain prohibited items nor items requiring age verification courier service. With no labelling or indication (such as a customs stamp which might have alerted our staff to a potential risk, for example) no concerns or issues were raised at the point of receiving the parcel on 23 October 2023 or when the parcel was dispatched on the same date. Accordingly, I believe there was nothing different we reasonably could have done. With hindsight however, and now with a clearer understanding of how the client undermined our contract, misrepresented the contents, and used our fulfilment centre to process this order, I am implementing changes to reduce the potential for such deceit in the future. As a direct result of this case, we are strengthening our internal processes.
48. A brief summary of the improvements include:
 - The use of "dropship" as a product term will cease to be allowed as a product description.
 - All goods entering our premises must now be declared via our portal with full product data: SKU, barcode, title, description, value, and commodity code - no matter the method of movement.

- Each shipment into our premises will be opened, checked, and booked into our warehouse and warehouse management system, before being made available for release. This process is more time-consuming for compliant clients, but it ensures that any non-compliant goods are identified immediately and dealt with.
49. These improvements are currently being implemented following this case only coming to my attention this week. I believe they will be effective in safeguarding against similar instances of client misrepresentation going forward. As these changes are introduced, they will follow our established practice of requiring clients to provide detailed declarations of all items being sent to our facility for warehousing. On arrival, our team will open outer cases, count, and book in the goods. Once recorded, the client can then process orders against the confirmed inventory. Since this is already the standard process across most of our operations, we have decided to implement this process in relations to “drop ship” parcels.
50. We believe that following this incident further training is also required. The emphasis will instead be on client management and clear communication to ensure all clients understand and comply with these operational and system requirements across the board. For staff, we are delivering refresher training to highlight the importance of due diligence when handling both inbound and outbound inventory, recognising that trust in client declarations, packaging and signed agreements alone is not sufficient. This training reinforces the need to ensure compliance with our service agreements and courier requirements, and to escalate any concerns or suspicions immediately to the senior team.

Wider Recommendations for Courier Movements in the UK

51. To ensure safe, transparent, and compliant goods movement within the UK, I recommend the following measures are considered:
- **Mandatory digital traceability:** Every parcel shipment should carry a SKU, barcode, product title, and commodity code in digital format. This ensures full traceability and aligns domestic movements with international standards.
 - **GS1 registration and oversight:** Barcodes must comply with GS1 standards, and each product should be registered with GS1 to ensure data transparency and global uniqueness. If formally empowered by government, GS1 could serve as a regulatory authority - validating barcode integrity, enforcing standardization, and supporting customs and courier compliance.

- **Real-time data transmission via WMS:** Modern logistics and ecommerce businesses already use warehouse management systems capable of transmitting SKU-level data to couriers in real time. This mirrors export processes, where commercial invoices are auto-generated using SKU, description, commodity code, value and country of origin.
- **Domestic customs-style enforcement:** Customs authorities already block shipments with incorrect or incomplete data. Couriers could adopt a similar approach for domestic movements, enabling them to:
 - Restrict or police certain commodity codes,
 - Notify senders of prohibited or restricted goods prior to dispatch,
 - Route shipments into appropriate services based on content and classification.
- **Feasibility and precedent:** This system would not hinder productivity. Data flows are already instantaneous, and infrastructure changes required by Brexit and recent US customs reforms have demonstrated that such transitions are achievable. Implementing these standards domestically would reduce risk, improve compliance, and eliminate many potential points of failure across the supply chain.

52. To support greater transparency and strengthen compliance across UK movement of goods, I propose the following measures be considered as part of an enhanced Fulfilment House Due Diligence Scheme (“**FHDDS**”), of which SJ Henderson are already part of:

- **Import entry recording as standard practice:** Fulfilment centres should be required to digitally record import entry references (e.g. MRNs, CDS declarations) for every overseas consignment received. This creates a direct link between goods received and their customs clearance history, making it easier to verify VAT and duty compliance from the outset.
- **WMS integration and data capture requirement:** Most fulfilment centres already operate warehouse management systems capable of capturing SKU, product description, commodity code, and country of origin. Adding import entry data to this flow can be easily adopted.
- **Six-year retention period:** These records should be held for a minimum of six years, in line with existing FHDDS obligations. That gives HMRC a reliable audit trail and supports retrospective checks where needed.

- **Automated reporting capability:** Fulfilment centres should be able to share import entry data with HMRC either on request or via scheduled reporting. This would allow for proactive risk profiling and reduce the need for manual inspections.
- **Feasibility and precedent:** The infrastructure is already in place. Brexit and recent US customs reforms have shown that fulfilment centres can adapt quickly to new compliance frameworks without disrupting operations. This is a logical next step.
- **Fairness and fraud prevention:** By making import entry recording mandatory, loopholes are closed off that allow non-compliant sellers to operate outside the scope of regulation. It protects legitimate businesses and empowers fulfilment centres to drive high standards throughout the supply chain.

Statement of Truth

I believe that the facts stated in this witness statement are true. I understand that proceedings may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signature _____

Signed: _____

STEPHEN HENDERSON

Dated: 27 September 2025

Annex A: Exhibit Index

Index to the First Witness Statement of Stephen Henderson.

Exhibit No.	Inquiry Reference No.	Description	Date
1.	SH01 - RUAM000004	Services Agreement between Ageo Wholesale UK Limited and SJ Henderson	18 February 2022
2.	SH02 - RUAM000005	Email correspondence between SJ Henderson and Ageo	08-18 February 2022
3.	SH03 - RUAM000006	Speadsheet with ASN.1350 product information	N/A
4.	SH04 - RUAM000007	Packaging label	N/A
5.	SH05A RUAM000008 SH05B RUAM000016	Sample Photograph of “dropship” items (ASN no. 1350) together with email correspondence with Grupo Marpasi	01 March 2022
6.	SH06 - RUAM000009	Wayback Machine screenshot of Whistl’s Restricted Items List (as 26 October 2020)	26 October 2020
7.	SH07 - RUAM000010	Irish Tax and Customs Notice	6 March 2025
8.	SH08 - RUAM000011	Email correspondence with Irish Customs	11-13 March 2025
9.	SH09 - RUAM000012	Email correspondence with Grupo Marpasi / Juan Martinez Ciguentes	11 March 2025
10.	SH010 - RUAM000013	System information for Order 100004317	N/A
11.	SH011 - RUAM000014	Delivery label for Order 100004317	N/A
12.	SH012 - RUAM000015	Email communications between SJ Henderson and Whistl	24 November 2020