

Terms and conditions

RHA SHOP

Prices: All prices listed in this catalogue are in units of one, unless stated otherwise. Prices shown are subject to the addition of VAT at the current rate, unless stated otherwise. Orders will be charged at the prices ruling at the date of despatch.

Carriage costs: A carriage charge is applicable on all orders below £100.00 (calculated before VAT and carriage). For orders under £100.00, we currently charge £ 5.95 + VAT per order weighing 500g or more and £ 3.50 + VAT for orders under 500g for most mainland areas. However, Northern Ireland, Scottish Highlands & Offshore carriage is currently £10.25 + VAT for members and £14.25 + VAT for non-members.

The Road Haulage Association reserves the right to discontinue lines without notice. Also, due to the changes in product development and on-going supplier negotiations, some products illustrated and described in the RHA Hauliers Shop Catalogue may vary slightly from the products you receive. The Road Haulage Association also reserves the right to change the price of items within the RHA Hauliers Shop Catalogue without prior notice.

Online purchasing terms and conditions - Cancellation and return of goods

Customers have seven working days, from receiving the goods, in which to cancel the order. Providing cancellation is within seven days of receipt of the goods, customers are entitled to a full refund. Customers will not be charged an administration or re-stocking fee, unless the purchase was cancelled outside the seven-day period. RHA will refund any postage and packing fee on the original delivery. However, RHA will not be liable for the costs of sending the goods back.

RHA TRAINING TERMS & CONDITIONS

Please note: For Driver CPC courses the regulations state that you must bring either your photo licence and your paper counterpart to confirm your identity, or a paper based licence and current UK Passport, or valid UK ID Card (issued under the identity cards act 2006)

RHA Training cannot upload your details if you do not meet this requirement.

Payment is required at the time of booking. Places cannot be reserved without payment. In the event of non-payment RHA Training, reserves the right to cancel the booking.

Cheques should be made payable to Road Haulage Association Ltd.

Cancellation and Postponement

If you wish to cancel it is imperative that you obtain a cancellation number from the training department on 01733 261456.

Cancellation of a booking 14 working days or more prior to the commencement of the course or risk assessment will incur an administration charge of 25% of the total fee excluding VAT. For cancellations within 14 days of the event by a customer, 100% of the fee excluding VAT, will be payable.

Postponement of an in-company event within 7 working days of the date of that event, an administration fee of 25% of the fee excluding VAT, will be payable. Substitution of course delegates will be accepted upon reasonable notice being given, and the original confirmation and fee will be deemed to be accepted.

General

Any variations to the joining instructions, course dates, time of attendance etc, made by RHA will be notified to the customer. RHA will make every effort to ensure the original

instructions are complied with. In the event of cancellation by RHA every endeavour will be made to offer a suitable alternative. All incidents and actions, including any money refunds, are dealt with promptly and fairly within the RHA Quality Management System.

Every effort is made to ensure that the instructions, hand-outs, course notes, or reports given are true and correct at the time but RHA does not accept responsibility for any errors or omissions.

Any delegate attending RHA's premises or those of a sub-contractor, including vehicles, are required to adhere to any notices or instructions given to them by RHA, or sub-contractors staff. RHA does not accept responsibility for personal belongings or vehicles left on the premises.

Unless specific arrangements are made for course refreshments by RHA, refreshments during the course will be the delegate's responsibility

Where external examinations are involved and details have been supplied by the delegate for enrolment, RHA cannot accept any responsibility for the accuracy if a dispute should arise, with the examinations body.

The above terms and conditions are binding on accepting the confirmation of the event and no variation may be made without a specific agreement with the management of RHA Training. It is important that adequate provision is made to ensure that drivers attending courses are able to comply with the rest requirements laid down in Driver Hours Regulations.

RHA EVENTS

1. Delegate substitutions will be accepted at any time, at no extra charge, but must be sent in advance in writing to events@rha.uk.net
2. Alterations to discounted package bookings will be accepted but any adjustment in cost from discounted to standard fees must be approved and agreed before the alteration is confirmed.
3. Notice of cancellation must be sent in writing to events@rha.uk.net. Please note that non-payment after booking an event does not indicate cancellation unless you have informed the RHA that you no longer require your booking.
4. Written notice of cancellation received more than 30 days prior to the event will be issued a refund of registration fees.
5. Where accommodation is included in your booking a refund for the accommodation will be issued in accordance with the Hotel's cancellation terms and conditions.
6. No repayment will be made for any travel, accommodation and any other costs incurred, by you.
7. Cancellations, verbal or written received 30 days or less prior to the event will not receive a refund.
8. It may be necessary for reasons beyond the Road Haulage Association's (RHA's) control to change the content or speakers for an event. The RHA will use all reasonable endeavours to notify attendees of changes made. The RHA reserves the right to make changes to an event without notice to booked delegates.
9. Occasionally the RHA may have to cancel or postpone an event. In this circumstance, the RHA will use reasonable endeavours to notify all attendees. The RHA will refund your event fee or transfer your booking to another date or event, whichever suits you best. The RHA will not be able to refund travel or accommodation expenses or

other costs incurred by you. Please note the RHA requiring to cancel any event will only be due to unforeseen circumstances.

CONDITIONS OF BUSINESS

1. If you wish to cancel it is imperative that you obtain a cancellation number from the training department.
2. Cancellation of confirmed bookings by a customer 14 working days or more prior to the commencement of the course date will incur an administration charge of 25% of the total fee excluding VAT.
 - a. For cancellations within 14 working days of the event by a customer, 100% of the fee, excluding VAT, will be payable.
 - b. In the case of postponement, by the customer, of an in-company event within 7 working days of the date of that event, an administration fee of 25% of the cost of the event, excluding VAT, will be payable unless we are able to re-deploy the personnel concerned.
3. Substitution of course delegates will be accepted upon reasonable notice being given, and the original confirmation and fee will be deemed to be accepted.
4. Payment – Payment is required at the time of the booking or in no circumstances later than 14 working days prior to the training or Risk Assessment taking place. Confirmation will be dispatched on receipt of payment. In the event of non-payment, RHA Training reserves the right to cancel the booking. Cheques should be made payable to Road Haulage Association Ltd.
5. Any variations to the joining instructions, course dates, time of attendance etc, made by RHA will be notified to the customer. RHA will make every effort to ensure the original instructions are complied with. In the event of cancellation by RHA every endeavour will be made to offer a suitable alternative. All incidents and actions, including any money refunds, are dealt with promptly and fairly within the RHA Quality Management System.
6. Every effort is made to ensure that the instructions, hand-outs, course notes, or reports given are true and correct at the time but RHA does not accept any responsibility for any errors or omissions.
7. Any delegate attending RHA's premises or those of a sub-contractor, including vehicles, are required to adhere to any notices or instructions given to them by RHA, or sub-contractors staff. RHA does not accept any responsibility for personal belongings or vehicles left on the premises.
8. Unless specific arrangements are made for course refreshments by RHA, refreshments during the course will be the delegate's responsibility.
9. Where external examinations are involved and details have been supplied by the delegate for enrolment, RHA cannot accept any responsibility for the accuracy if a dispute should arise, with the examinations body.
10. It is important that adequate provision is made to ensure that drivers attending courses are able to comply with the rest requirements laid down in Driver Hours Regulations.

The above terms and conditions are binding on accepting the confirmation of the event and no variation may be made without specific agreement with the management of RHA Training.

New Membership Compliance Services offer.

Offer is only applicable for RHA Contract of Employment Service. Offer price £200, discounted from £395. Must be completed via telephone and paid for at the same time as new membership. Offer only applies to new members. Valid until January 31st 2018.

[^ Back to Top](#)

RHA Legal Services

RHA Legal Services is a comprehensive legal advice and support service available exclusively to members of the RHA. It is **IMPORTANT** that you understand the terms and conditions set out below as they define how you become a member of the scheme and what services will be available to you. If you are in any doubt as to the extent of the service or what is included you can ring the RHA Help Desk or your Area Manager.

Benefits to members of RHA Legal Services

Provided you have paid your RHA Legal Services subscription fee and complied with these terms and conditions you will be entitled to comprehensive legal advice, assistance and representation from suitably qualified Lawyers.

The process to obtain help will be both quick and simple. Initial enquiries will be made to the RHA Help Desk or your Area Manager.

If your enquiry is one that requires legal help you will immediately be referred to a suitably qualified RHA Legal Services Lawyer. As simple as that.

Your membership of RHA Legal Services covers all legal costs of the areas included in the scheme set out below. In areas not included in the scheme you will still have the benefit of up to one hour's free legal advice and the option of further assistance at preferential rates.

1. Included in the scheme

EMPLOYMENT

- The Working Time Regulations 1998 (as amended)
- The Road Transport (Working Time) Regulations 2005
- Misconduct and disciplinary matters (including dismissal)
- Wages, bonuses, attendance bonuses, overtime and general pay disputes
- Holidays
- Unlawful deduction from wages, loans and training costs
- Sickness absence and long term illness
- Maternity and Paternity leave
- Parental leave and time off for dependants
- Flexible working requests
- Confidentiality and restrictive covenants
- The Equality Act 2010 (including sex, disability, race, age, sexual orientation, disability related discrimination, etc)
- Agency Worker Regulations 2010
- Representation at Employment Tribunal
- Compromise and other settlement agreements
- Issues relating to casual, self employed and agency staff

REGULATORY

- Advice in respect of Applications for Operators Licences
- Prosecutions in the UK
- DVSA Investigations
- Representation at Public Inquiries
- Implications of Insolvency/Bankruptcy on the Operator's Licence
- Advice on HSE Issues
- Advice on Environmental Issues
- Fixed Penalty (and immobilisation) or any other penalty schemes

DEFENCE OF PROSECUTIONS

- Construction and Use (including weight/length/condition, etc)
- Drivers Hours
- Tachograph and Recording Equipment
- Carriage of Animals (Welfare)
- International Prosecutions

2. Additional support

You are also entitled to advice, assistance and support relating to Commercial, Corporate and Property matters which will be limited to an initial consultation lasting up to one hour per issue.

Thereafter members will be offered preferential charge rates.

COMMERCIAL

- Commercial contracts (including terms and conditions of trading, supply agreements, contracts for services and Agency, distribution and franchising agreements)
- Commercial disputes arising out of any aspect of the business (for example, breach of contract or sale of goods claims)
- Debt Recovery

CORPORATE

- Mergers and Acquisitions
- Company disposals
- Management buy-ins / buy-outs
- Group and Company restructures
- Joint Ventures
- Investment and Shareholders Agreements
- Banking and Finance
- Corporate Recovery
- Company Formations
- Partnership and LLP advice and information
- Corporate Governance and Companies Act compliance

PROPERTY

- Sale and Purchase of property and land
- Leases
- Dilapidation issues
- Landlord and Tenant issues

- Option agreements
- Residential property
- Re-mortgaging

What is not included in the scheme

Important: Exclusions and limitations to the provision of Legal Services.

- Prosecutions or proceedings (whether criminal or civil) in any Court, Tribunal, Inquiry or Inquest brought against the member that occur within three months of the member subscribing to RHA Legal Services.
- Prosecutions or proceedings (whether criminal or civil) in any Court, Tribunal, Inquiry or Inquest brought against a member arising out of or relating to death, bodily or psychological injury, property damage, pollution and other environmental issues, health and safety.
- Driver offences (for the purpose of this exclusion driver offences shall mean the following: driver-related manslaughter; dangerous, careless or inconsiderate driving; driving or attempting to drive under the influence of alcohol or drugs; failure to comply with signs, signals, directions or restrictions, speed limits; obstruction and parking; failure to furnish information; driving without insurance or driver licence or Driver CPC; the use of hand-held devices whilst driving; failure to wear seatbelt).
- Driver fails to comply with driving hours regulations or recording requirements.
- Prosecutions or proceedings (whether criminal or civil) in any Court, Tribunal, Inquiry or Inquest brought against the member arising out of the dishonest or intentional or reckless acts or omissions of the member, its servants or agents.
- Any compensation or other award or costs ordered or agreed in the course of employment cases.
- Any penalty, fine or similar imposition, third-party costs or other expenses arising under any fixed penalty process or other penalty scheme or deposit scheme (criminal or civil) howsoever arising (for example: LEZ or any other emission scheme, congestion schemes, immigration and asylum, foreign deposits, parking or leasing of vehicles, etc).
- Fines, damages, awards, costs or similar expenses ordered against or agreed to be paid by the member in the course of or in conclusion of any criminal or civil proceedings.
- The cost of appeal against convictions, fixed penalties or other similar impositions, civil or criminal or the cost of appeal against any decision of any Employment Tribunal or Traffic Commissioners.
- All matters arising out of/in respect of war, riots, civil commotion, insurrection and other force majeure events.
- Any legal expenses exceeding £75,000 per enquiry.
- Any legal costs and/or fees that have not been approved by RHA Legal Services.

NB: Exclusions and limitations may apply to hearings and substantive proceedings but will not deprive the member of advice and guidance in the first instance limited to one hour and thereafter at preferential rates.

General conditions

1. Providing membership subscription to RHA and RHA Legal Services has been paid in full and up-to-date, your request for legal assistance will be referred to a legal services Lawyer/Representative.
2. Provided that the enquiry is raised during the course of a subscription year the matter will

be dealt with by RHA Legal Services to conclusion subject only to any other exclusions or limitations.

3. If RHA Legal Services agree to appoint a representative of your choosing and at your request we shall do so under terms to be agreed by us directly with your chosen representative. Any such approval must be in writing.

4. On matters being referred to a Legal Services Lawyer or Representative you will enter into all necessary client care protocols and procedures as may be reasonably required of you by them. Any such client care protocols will be sent to you at the appropriate time.

5. You undertake that you shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of us or of any member of the group of companies to which we belong, except:

a. to your employees, officers, representatives or advisers who need to know such information for the purposes of carrying out your obligations under this agreement. You shall ensure that its employees, officers, representatives or advisers to whom you disclose our confidential information comply with your undertaking; and

b. as may be required by law, court order or any governmental or regulatory authority.

6. You warrant to us that at all times you will act in compliance with the provisions of the Data Protection Act 1998 relating to (as the case may be) data processors and data controllers as defined within that Act.

7. We will be reliant upon you for the accuracy of the information or documentation you provide. We will not be liable for any losses caused wholly or in part by the provision by you of false, misleading or incomplete information or documentation due to the acts or omissions of any person(s) other than us. Where you have particular concerns to you and not of general application it is your responsibility to advise us.

Under the Scheme our liability to you for a breach of your instructions shall be limited to £3,000,000 unless we agree a higher amount with you in writing. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

8. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of delivery, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

9. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

10. Should you wish to make a complaint about the Services provided under the Scheme please contact us and we will provide a copy of our complaints procedure.

11. These terms 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) of the Scheme shall be governed by and construed in accordance with the law of England and Wales.

12. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Scheme, these terms or their subject matter or formation (including non-contractual disputes or claims).

13. You consent to Backhouse Jones disclosing information relating to your matter to authorised personnel at the Road Haulage Association and any Agents appointed on your behalf.

Subscription fees

- Subscription fees are based upon the number of commercial/goods carrying vehicles you operate.
- On joining or renewing your subscription to the scheme you must complete and submit to us an up-to-date list of such vehicles.
- Subscription fees to the RHA and RHA Legal Services must be paid and up-to-date before your entitlement to this Scheme begins.
- Failure to provide an accurate list of vehicles may result in advice, assistance and representation being declined or refused.

Definitions

In these Terms and Conditions the following meanings will apply:

- Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- Road Haulage Association/the RHA means the Road Haulage Association Limited of Roadway House, Bretton Way, Bretton, Peterborough PE3 8DD. Registered Company in England no. 391886.
- RHA Legal Services/Us/We means RHA Legal Services which is administered and supplied by Backhouse Jones Limited of The Printworks, Hey Road, Clitheroe, Lancashire BB7 9WD. Registered Company in England no. 4521733. Backhouse Jones Limited are regulated by the Solicitors Regulation Authority, number 408098.
- Scheme/Legal Services/Services means Road Haulage Association Legal Services Scheme.
- Member/You means the member of the Road Haulage Association and the scheme.
- Lawyer/Representative/Solicitor means the person, firm or other entity supplying legal services to the RHA or member.