**Terms and Conditions**

Please read these terms and conditions (“Terms”) carefully. Subscription to the Road Haulage Association credit check service (“Service”) is subject to these Terms. By using the Service, you agree immediately to be bound by these Terms, which form a binding contract between you and the RHA (“we”, “us”, “our”) and which contain your legal rights and important obligations. If you do not accept these Terms in full, please do not subscribe to the Service.

1. Use of the Service is subject to the laws of England & Wales and to these Terms. You may have other consumer rights granted by law and these Terms do not affect such rights. You must be over 18 years of age to use the Service.
2. This is a subscription service. The Service will run for an initial 12 month period and subsequent 12 month periods (“Term”) commencing from the 1st day of the month your subscription to the Service is taken out.
3. During the Term, you will be entitled to the number of monthly credit checks stipulated on your invoice. Any unused credit checks during any month can be carried forward to the following month and used at any point prior to the annual renewal date of the subscription to the Service.
4. Payment for the Service (“Service Fee”) will be charged monthly by direct debit to your bank account, on the date notified to you in writing.
5. In order to cancel the Service on the expiry of the Term you will need to provide 90 days’ notice to us prior to the expiry of the Term. You can give notice of your wish to cancel the Service by contacting us by phone on [ 01274 863100 ] or by email on [helpdesk@rha.uk.net ]. If you do not cancel the Service on expiry of the Term, you authorise us until further notice to charge the Service Fee to you by monthly direct debit for the remainder of the Term.
6. If we are unable to take payment for the Service due to cancellation or failure of a direct debit payment, the full remaining Service Fee to be charged for the remainder of the Term will be payable immediately.
7. These Terms are a contract between you and us. If any part of these Terms is held by any competent authority to be invalid or unenforceable, the validity and enforceability of all other parts of these Terms shall not be affected. These Terms do not give any third party any rights under the Contracts (Rights of Third Parties) Act 1999. No third party shall have any rights to enforce any of the Terms.
8. You agree that you will not use any of the information we provide to you through the Service as the sole basis for any decision you may make.
9. You agree that you will not hold us, our employees, or any of our suppliers liable for any direct or indirect damages, costs, losses or expenses of any nature resulting from the use or misuse of the information delivered by us through the Service. You agree to indemnify and keep indemnified us, our employees and agents and our suppliers against any claim or action made against them for any losses, damages, costs or other expenses in connection with your use of our Service.
10. We will take care to exercise reasonable skill in providing accurate information to you in relation to the Service. The information supplied to you is provided from other companies whose accuracy we do not control or influence. We do not limit nor exclude any liability we may have to you for death or personal injury caused by our negligence, or for fraud or fraudulent representation. Neither do we limit any liability we may have to you for any loss or damage that you suffer that is a foreseeable result of our breach of these Terms or our negligence.
11. You agree that we shall not be liable for any delay or failure to provide the Service or otherwise to perform any obligation under these Terms if the delay or failure is caused by circumstances that are beyond our reasonable control.
12. We are authorised and regulated by the Financial Conduct Authority. You can check our registration details on the Financial Services Register. We are an independent company and are not linked to any lender or to any financial institution.