

RHA Training Terms & Conditions

1. Definitions

In these Conditions the following expressions shall have the following meanings:

- “RHA” or “RHA Training” means The Road Haulage Association Ltd.
- The “Client” means the person, company or other legal entity identified as providing a request to RHA to supply Services.
- “Services” means the goods or services to be provided by RHA to the Client under the terms of the contract and “Services” shall be construed accordingly.
- “Confirmation Date” means the date when all the following apply:
 - A request to supply Services has been received from the Client by RHA
 - RHA has confirmed to the Client that the course or other Services requested are available and the price is correct.
 - Payment has been received, or alternative payment method agreed.
- “Contract” means the contract between RHA and the Client under which the Services are to be supplied by RHA to the Client.
- “Training Provider” means the company delivering a course when this is not RHA.
- “Working Day” means every day of the week apart from Saturday, Sunday and statutory holidays. “Month” means a calendar month. “Week” means seven consecutive days.
- “Intellectual Property” includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.

2. Prices

The price payable for the Services shall be the list price of RHA at the Confirmation Date unless otherwise stated.

RHA reserves the right to increase the price from that advertised on the website or in other forms at our discretion and for any reason prior to the course commencement. Where this affects the price payable by the customer and the customer has made payment of the previous advertised price (not including Purchase Orders and Reservations) and does not wish to proceed at the increased price a full refund will be payable.

The price does not include travel, accommodation, meals or other related expenses unless explicitly stated.

All prices are exclusive of Value Added Tax, and this will be charged at the appropriate rate.

3. Terms of Payment

Where the Services relate to the provision of a training course, payment by cheque, credit card, debit card or bank transfer is required no later than 21 Working Days before the course start date. Late bookings must be paid for at the time of booking unless agreed in writing.

Where Services involve other services or goods, payment is required at the time of booking and no later than 21 Working Days prior to delivery or as otherwise agreed in writing.

RHA is entitled to charge interest at 2% per Month or part thereof on overdue payments.

Where pre-agreed by RHA Training, payment may be made by Purchase Order. Where payment by Purchase Order is agreed these Terms and Conditions shall remain in full force and no variation to these Terms and Conditions is accepted by RHA Training whether detailed by the Customer within the Purchase Order or by another means without specific acceptance by RHA Training in writing.

Where an agreement has not been provided in writing any additions or variations to these Terms and Conditions shall be null and void.

4. Training Courses

RHA provides training using its own staff as well as in conjunction with selected Training Providers. RHA conducts enquiries to ensure that all staff and Training Providers are suitably qualified and accredited to deliver the training courses offered.

The contents of course schedules are intended for general guidance only and do not form any part of a contract. RHA reserves the right to make any reasonable variations to public and in-house courses, including the content and location of the courses, without notice.

The indication of course availability and location shown on the RHA website is for general guidance and does not form any part of a contract. Please contact RHA before making any travel or accommodation arrangements as RHA will not be liable for any action that you may take in reliance on the information.

It is the responsibility of the Client to ensure that the delegates meet the prerequisites of the course on which they are booked, and that the course content meets their requirements.

RHA will perform the Services with reasonable skill and care. Any other conditions or warranties whether express or implied as to the quality of the Services are hereby expressly excluded.

Unless otherwise indicated, all courses are delivered solely in English, and all delegates must be sufficiently proficient in English language before attending a course.

For courses not exclusive to one Client, RHA and its Training Providers reserve the right to refuse admission to the training premises by any person whom they consider in their absolute discretion to be unsuitable for admission onto the training premises or to remove any such person after the commencement of a course.

Clients must ensure that they and all employees attending RHA Training courses hold the necessary identification documents detailed in the course joining instructions and that they are produced prior to the start of the course.

5. Course Duration

Course durations for all training events and access periods for eLearning products are clearly stated on the website.

6. Cancellation, Transfers and Substitutions with respect to Training Courses

RHA reserves the right to cancel or arrange an alternative date for a course. In such circumstances, RHA will endeavour to provide notice of cancellation or change to the Client. In the event of cancellation, the Client will be entitled to a full refund of the course fee, but RHA shall not be liable for any other loss or expense arising.

The Client may cancel the course booking by notifying RHA in writing by acknowledged email or by recorded delivery as soon as reasonably practicable. RHA will provide the Client with a cancellation number. The Client shall also be deemed to have cancelled the course booking if the delegate does not attend the event. The Client shall be liable to pay a cancellation fee as follows:

Public Scheduled Courses:

Number of Days' Notice	Proportion of Course Fee Payable
0 – 14 Working Days	100%
15 – 21 Working Days	50%

Customer Specific Courses (for example on Client's site):

Number of Days' Notice	Proportion of Course Fee Payable
0 – 14 Working Days	100%

In the event that the delegate is unable to attend the course booked, RHA will endeavour to transfer the delegate to an alternative course. If this is requested 21 or more Working Days from the start date of the original course, then the only charges applicable will be an administration fee of £50 (plus VAT) plus any difference in the course price. If a transfer is requested within 21 Working Days, then the cancellation fee above shall be payable.

RHA will endeavour to accommodate requests by the Client to substitute one delegate for another but is under no obligation to do so. Such requests are subject to the replacement delegate meeting the pre-requisites for the course. In the event of a substitution, the Client shall pay an administration fee of £50 plus any unavoidable costs relating to the change.

For the avoidance of doubt, E-Learning (Online) and Video (Online) courses are included as a Public Scheduled Course and upon course materials and access to E-Learning being provided to the Client 100% of the Course Fee is payable in the event of any cancellation.

All fees for examinations booked on behalf of the Client are made in advance and the Client will be responsible for these fees where the course is cancelled, or a substitute delegate cannot be made to the examination body.

7. Credit Rating

RHA reserves the right to assess the financial status of any organisation or individual making a booking or in the process of making a booking and also reserves the right to require payment prior to confirming a booking.

8. Liability

RHA's total liability for any loss or damage shall not exceed the price payable for the Services, except in cases of direct physical damage to the Client's property, personal injury or death.

RHA shall not be liable howsoever caused for indirect or consequential loss including but not limited to: loss of profits; loss of revenue; loss of goodwill; loss of data; failure to achieve savings.

9. Force Majeure

RHA shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

If RHA is unable to perform its duties and obligations under this contract as a direct result of one or more such causes RHA shall give written notice to the Client of such inability stating the cause in question.

10. Data Protection and Confidentiality

The policy of RHA with respect to data protection is detailed in its [Privacy Notice](#) which should be read in conjunction with these terms and conditions of the contract.

Where Services are training courses leading to a certified qualification, the Client consents to allow RHA full access to examination results arising from their bookings. This information will be used in accordance with the requirements of relevant data protection legislation. The data will only be used to evaluate the effectiveness of training and to assist RHA in providing advice to its clients.

All Intellectual Property associated with training courses or other Services shall remain vested in the owner be it RHA, its Training Provider or others.

Where Services are distance learning products, then the Client shall abide by all reasonable terms of any licence agreement applicable.

Intellectual Property which is identified as, or can reasonably be deemed to be, confidential shall not be copied or reproduced or disclosed to any third party without the prior written consent of RHA. The Client shall ensure that its employees and all those under the Client's control and supervision comply with this obligation.

Where Services are provided to the specification or special requirements of the Client, the Client shall indemnify RHA against all costs, claims and damages incurred or arising out of any alleged infringements of Intellectual Property.

11. General

The Contract shall only become effective at the Confirmation Date.

Any typographical clerical or other error or omission in any sales literature, administrative documentation, course materials, invoice or other document or information issued by RHA or its Training Providers shall be subject to correction without any liability on the part of RHA.

No variation to these Terms and Conditions shall be effective unless made in writing and signed by an authorised representative of RHA.

RHA may assign or sub-contract the whole or any part of the Contract to any person, firm or company.

These Terms and Conditions expressly exclude any right afforded the Training Provider or any other third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

During the term of the Contract and for a period of 12 months thereafter, the Client shall not directly or indirectly employ or solicit for employment any employees of RHA or its Training Providers.

All parties (including RHA Training, the Client and the Training Provider) shall comply with the Anti-Bribery Act 2010 and will make it clear to those providing services to it, that it does not accept or condone the payment of bribes on its behalf.

The invalidity or unenforceability for any reason of any condition, sub-clause or paragraph of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

12. Company Information

“RHA Training” and "RHA" are trading names of The Road Haulage Association Ltd.

Company No: 391886 VAT Number: VAT registration: UK 232 479 364.

Registered and Trading Address:

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