



Legal Services

Legal advice whenever you need it

**Comprehensive
legal advice and
support for all
matters that
may affect
your business**

98% of all problems resolved
within the first day

Over **21,000**
employment & regulatory
calls received since 2016

Section 1

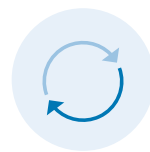
What's included

Exclusive to RHA members, Legal Services gives you unlimited calls to our experts who can advise you on:



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
- ✓ Document drafting



Regulatory

- ✓ Advice in respect of applications for O-licence
- ✓ UK prosecutions
- ✓ DVSA investigations
- ✓ Representation at public inquiries*
- ✓ Implications of insolvency/bankruptcy on the O-licence
- ✓ Advice on HSE issues
- ✓ Advice on environmental issues
- ✓ Fixed penalty (and immobilisation) or any other penalty schemes



Defence of Criminal Prosecutions

- ✓ Construction and use (including weight, length, condition, etc)
- ✓ Drivers' hours
- ✓ Tachograph and recording equipment
- ✓ Carriage of animals (welfare)
- ✓ International prosecutions

Section 2

Additional support

You will also benefit from a one hour telephone consultation on any of the following. Should you then need any further support it can easily be arranged at preferential rates:



Commercial

- ✓ Commercial contracts (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



Property

- ✓ Sale / purchase of property and land
- ✓ Leases
- ✓ Dilapidation issues
- ✓ Landlord and tenant issues
- ✓ Option agreements
- ✓ Residential property
- ✓ Re-mortgaging



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

Terms & Conditions

This service is exclusive to members of the Road Haulage Association. It is **IMPORTANT** that you understand the terms and conditions set out below as they define how you can subscribe to the scheme and what is included in your subscription. If you have any questions, please call the Helpdesk or your area manager.

Accessing the service

- Provided that your membership to the RHA and service subscription is paid, the process to obtain help will be both quick and simple.
- Make your initial enquiries to the Helpdesk or your area manager.
- If your enquiry is one that requires legal help you will immediately be referred to a suitably qualified Legal Services lawyer.

Service coverage

- Subscription covers all legal costs of support outlined in Section 1.
- Subscription further includes advice, assistance and support relating to commercial, corporate and property matters, limited to an initial consultation lasting up to one hour per issue. Thereafter members will be offered preferential rates (Section 2).

What's not included

NB: 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 while driving; failure to wear seatbelt).
- Driver fails to comply with driving hours regulations or recording requirements.
- Investigations by any authority, prosecutions or proceedings (whether criminal or civil) in any court, tribunal, inquiry or inquest brought against the member alleging dishonest conduct 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) however 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 per year.
- Any legal costs and/or fees that have not been approved in writing 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 to be agreed.

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 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 2018 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.



General conditions



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.
14. The member must notify RHA's Legal Services of any potential matter covered under the scheme as soon as reasonably practical.



Subscription fees

- Subscription fees are based upon the number of commercial/goods carrying vehicles you operate.
- On joining or renewing your subscription to the service you must complete and submit to us an up-to-date list of such vehicles.
- Subscription fees to the RHA and to the 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.
- The 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.
- The Legal Service team/Us/We means the RHA Legal Service team 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 the 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.



Scotland & Northern Ireland

The Road Haulage Association Limited
Kirkton House, 1 Allen Road
Livingston EH54 6TQ

Tel: **01506 414073**

Fax: **01506 412335**

Email: scotland-northernireland@rha.uk.net

Contact your local office today



Northern

The Road Haulage Association Limited
Roadway House, Little Wood Drive, West 26 Industrial Estate
Cleckheaton, West Yorkshire BD19 4TQ

Tel: **01274 863100**

Fax: **01274 865855**

Email: northern@rha.uk.net



HEAD OFFICE

Southern & Eastern Midlands & Western

The Road Haulage Association Limited
Roadway House, Bretton Way, Bretton,
Peterborough PE3 8DD

Tel: **01733 263434**

Fax: **01733 332349**

Email: southern-eastern@rha.uk.net

Legal Services Contact Numbers

Quotes

01274 863 115

Advice & queries

01274 863 100



Legal Services Registration and Renewal Form

RHA office use only

Region:

Inception date:

Expiry date:

LSRF Completed by:

Date received:

Payment month:

Please read the accompanying terms & conditions and complete the following:

Business name

Address

Contact name

Telephone number

Email address

RHA membership number

Number of goods-carrying vehicles operated Please enter the vehicle registrations on Part B overleaf. You are welcome to attach your own list to this form.

Number of employees

By applying to subscribe to RHA Legal Services the undersigned confirms:

- I have read and accept the terms & conditions of the subscription.
- I have declared and paid for the correct number of goods-carrying vehicles and accept that if I have intentionally under-declared the service may be withdrawn.

Our Privacy Policy can be viewed on – rhaonline.co.uk and rha.uk.net
If you are unable to access the policy then please email: gdprequiries@rha.uk.net

SIGNED

DATE



Please return completed form with full payment to:



Road Haulage Association Limited
Roadway House, Bretton Way, Bretton,
Peterborough PE3 8DD

PART B

No. of Vehicles	Fee £	Vehicle Reg no	Tick if under 3,500kg	No. of Vehicles	Fee £	Vehicle Reg no	Tick if under 3,500kg	No. of Vehicles	Fee £	Vehicle Reg no	Tick if under 3,500kg
1	£66.00			26	£1,505.00			51	£2,608.00		
2	£129.00			27	£1,557.00			52	£2,641.00		
3	£192.00			28	£1,608.00			53	£2,676.00		
4	£254.00			29	£1,659.00			54	£2,709.00		
5	£316.00			30	£1,710.00			55	£2,745.00		
6	£377.00			31	£1,757.00			56	£2,778.00		
7	£438.00			32	£1,802.00			57	£2,813.00		
8	£500.00			33	£1,848.00			58	£2,846.00		
9	£562.00			34	£1,894.00			59	£2,881.00		
10	£625.00			35	£1,940.00			60	£2,914.00		
11	£683.00			36	£1,985.00			61	£2,949.00		
12	£742.00			37	£2,032.00			62	£2,982.00		
13	£801.00			38	£2,077.00			63	£3,018.00		
14	£860.00			39	£2,123.00			64	£3,051.00		
15	£916.00			40	£2,169.00			65	£3,086.00		
16	£972.00			41	£2,210.00			66	£3,119.00		
17	£1,029.00			42	£2,250.00			67	£3,154.00		
18	£1,086.00			43	£2,290.00			68	£3,187.00		
19	£1,142.00			44	£2,331.00			69	£3,222.00		
20	£1,198.00			45	£2,372.00			70	£3,255.00		
21	£1,249.00			46	£2,412.00			71	£3,291.00		
22	£1,301.00			47	£2,453.00			72	£3,324.00		
23	£1,352.00			48	£2,493.00			73	£3,359.00		
24	£1,403.00			49	£2,533.00			74	£3,392.00		
25	£1,454.00			50	£2,573.00			75	£3,427.00		

Prices exclude VAT, which is applicable.

Please contact us on 01733 263434 for individual pricing for larger fleets, which range from:

76–100 vehicles
From **£3,455** to **£4,146** + VAT

101–200 vehicles
From **£4,170** to **£6,493** + VAT

201+ vehicles
From **£6,508** + VAT

Pro-rata calculation:

Annual fee / 12 x months left to RHA membership renewal = £

Please return completed form with full payment to:

Road Haulage Association Limited, Roadway House, Bretton Way, Bretton, Peterborough PE3 8DD