



"HGV DRIVER HUB" TERMS AND CONDITIONS

The **HGV Driver Hub** App is a mobile application platform for Drivers employed by their own Personal Services Companies (PSC). These terms and conditions ("**Conditions**") explain how HGV Driver Hub will give you access to the App which you can use to receive and manage work orders from Hirers i.e. Hauliers and Agencies. ***These Conditions do not in any way constitute or indicate an employment relationship between you and HGV Driver Hub or you and the Hirer.***

By using the App, you are confirming that you agree to comply with these Conditions. Please read them carefully before you start to use the App and/or provide the Work Services. If you do not agree to these Conditions, you must not use the App and/or provide the Work Services.

1. DEFINITIONS

1.1 In these Conditions, the following words shall have the following meanings:

"**App**" means the mobile application which provides a platform for access to the Services and is owned by HGV Driver Hub;

"**Applicable Law**" means all laws and regulations applicable in England and Wales;

"**HGV Driver Hub**" means HGV Driver Hub Limited with company number 10903609 and with registered address at 76 Market Street, Farnworth, Bolton, BL4 7NY;

"**Data Protection Laws**" means the General Data Protection Regulation (GDPR), together with all legislation made thereunder and any other laws relating to the processing of Personal Data, in each case as amended, superseded or replaced from time to time;

"**Driver**" means you, a person who has accepted these Conditions to provide Work Services to Hirers who place Work orders in the App and has signed terms of engagement with Driver's PSC;

"**Driver Account**" means the Driver's account in the App which contains the Driver's personal information including, but not limited to, their name, address, date of birth and driving license information;

"**PSC**" means is a limited company that typically has a sole director, the contractor (with sub-contractors which is optional), who owns most or all of the shares; generally supplies professional services to end user clients, either directly or via an agency.

"**Hirer**" means an agency or haulier identified via the App who places Work orders for the services provided by the Drivers;

"**Order**" means a request for Work Services by a Hirer via the App;

"**Privacy Policy**" means HGV Driver Hub's privacy policy which available on the App and the HGV Driver Hub website;

"**Personal Data**" has the meaning set out in Data Protection Law;



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"**Services**" means the platform, through the App or otherwise, which connects Hirers and Drivers for the performance of Work Services in accordance with Orders;

"**Work Services**" means Class 1 Category C and/or E LGV and/or HGV driving services provided by a Driver to Hirers in accordance with Work Orders; and

"**Substitution**" means the Driver's ability to provide a replacement Driver, for the performance of Work Orders secured from the Hirers, in accordance with Driver's PSC terms & conditions and HGV Driver Hub App terms & conditions.

"**Substituted Driver**" means the Driver accepts the main Driver's request to accept Work Orders for the Hirers and agreed to share their details with the Hirers by the main Driver.

1.2 In these Conditions (unless the context requires otherwise):

- (a) the words "**including**", "**include**", or "**in particular**" means including, includes or in particular without limitation and words in the singular include the plural and in the plural shall include the singular;
- (b) references to "**you**" and "**your**" shall be construed as references to the Driver. References to "**us**" and "**we**" shall mean HGV Driver Hub;
- (c) reference to a party shall, upon any assignment or other transfer that is permitted by these Conditions, be construed to include those successors and permitted assigns or transferees;
- (d) the contents list, headings, and any descriptive notes are for ease of reference only and shall not affect the construction or interpretation of these Conditions; and
- (e) reference to any legislative provision shall be deemed to include any statutory instrument, bylaw, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same.

2. SERVICES

2.1 The App provides a means to enable Hirers who seek temporary Work Services from Drivers employed by their PSC. HGV Driver Hub does not employ the Drivers and does not provide Work Services. It is a provider of technology solutions that use cloud platform to provide the Services for both Hirers and Drivers.

2.2 You will need to provide your own mobile device in order to download the App and will be responsible for all costs associated with such mobile device including, without limitation, any data or call charges.



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- 2.3 You are free (or at pre-agreed monthly subscription) to use the App at any time and no minimum or maximum periods of use are applied save that you must ensure that you comply with any regulatory and insurance requirements imposed on you as a provider of the Work Services, or as reasonably required by the Hirer, particularly in respect of periods of rest.
- 2.4 You may engage professional accountancy services providing by the HGV Hub App’s sister company “HGV Driver Accountancy Limited”, but this is not a mandatory opt-in service.
- 2.5 Notwithstanding the provisions of Condition 2.1, HGV Driver Hub does not guarantee availability nor uninterrupted or error free use of the App and shall not be liable for any damage, loss, claims, costs or expenses resulting from or as a consequence of scheduled or unscheduled downtime, unavailability or slowness.
- 2.6 The Services shall only be available by the Drivers who operate using their PSC’s. Nothing contained in these Conditions shall be construed or have effect as constituting any relationship of employer and employee between HGV Driver Hub and the Driver or between the Hirer and the Driver.
- 2.7 HGV Driver Hub will endeavour to obtain and post suitable offers of Work Services for Drivers to perform via the App. HGV Driver Hub is not obliged to offer Work Services to Drivers and the Drivers shall not be obliged to apply for any Work Services published via the App.
- 2.8 Nothing in these Conditions shall constitute the Driver acting as an agent of HGV Driver Hub. The Driver shall not have any right or power whatsoever to contract on behalf of HGV Driver Hub or bind HGV Driver Hub in any way in relation to third parties unless specifically authorised to do so.

3. WORK SERVICES

You acknowledge that your geolocation information must be provided by your mobile device in order to enable you to provide the Work Services. You acknowledge and agree that your geolocation information will be accessible by the App and when you are logged in your location will be displayed to HGV Driver Hub and Hirers.

4. DRIVER REQUIREMENTS

4.1 In order to use the Services, you must:

- (a) be an employee of your own PSC and operate under a signed contract of employment with your PSC;
- (b) comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Work Services and applicable to the Hirer's business and hold the licences necessary for you to provide the Work Services and have uploaded evidence of such to the App;
- (c) not be in breach of any agreement with or obligation owed by you to any third party,

including that you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you;

- (d) have antivirus software installed and maintained on your device which will provide appropriate security against unauthorised access to Personal Data;
- (e) abide by the terms of any standards issued by HGV Driver Hub from time to time;
- (f) not download any software or other applications which may interfere with or modify the App or its operation,

together the "**Minimum Requirements**". You must notify HGV Driver Hub immediately if you do not have any of the Minimum Requirements and you must cease to provide the Work Services immediately.

- 4.2 You warrant that you will provide the Work Services in full conformity to the Minimum Requirements and shall not do anything in contravention of these requirements and/or which may threaten the validity of, or limit the cover provided by, such Minimum Requirements. In addition, you must only accept Orders that are in accordance with the type of driving or other licence you hold and any restrictions on your driving or other licence. You shall indemnify HGV Driver Hub against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred arising out of, or in connection with, a breach by you of this Condition 4.2.
- 4.3 At all times when providing the Work Services, you acknowledge and warrant that you will comply with the requirements of Applicable Law.
- 4.4 You are at all times responsible for your PSC and own taxes and liabilities, in relation to the Work orders and income.
- 4.5 You are responsible for claiming the payments from Hirers via HGV Driver Hub App and App is not responsible for any losses incurred by you & your PSC in relation to the completed Work Orders & services.
- 4.6 You are responsible for choosing qualified Driver as Substituted Driver for the Work Orders that you cannot perform due to your own decision and have the permission from the Substituted Driver to share their details to the Hirers.
- 4.7 You are agreed with HGV Driver Hub to share your details within the data protection laws, with their sister companies and third-party suppliers. The HGV Driver Hub shall not sell your details to any third-party.



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5. APP USAGE

Where it is reasonably considered by HGTV Driver Hub that you have acted in a manner that is otherwise than in accordance with these Conditions, HGTV Driver Hub will notify you and, at its sole discretion, may suspend or terminate your access to the App. If you receive such a notification and you believe that you have not breached the requirements of these Conditions, you can dispute this decision by notifying HGTV Driver Hub through the App or HGTV Driver Hub's website within 48 hours of receipt of such notification and providing full reasons for your dispute. HGTV Driver Hub will consider your representations and will notify you of the outcome of its decision (which shall be final).

6. DATA AND PRIVACY

6.1 When you download and/or use the App, HGTV Driver Hub will process your Personal Data for purposes connected with the Services. From time to time, HGTV Driver Hub may process your Personal Data in order to notify you of opportunities connected with the Services either directly or by an affiliate of HGTV Driver Hub. When processing your Personal Data, HGTV Driver Hub will take appropriate technological measures to protect and keep your Personal Data secure and shall process your information in accordance with Data Protection Laws. Your Personal Data may be processed outside of the EEA.

6.2 In order to allow you to provide the Work Services, Hirer Personal Data may be transferred to you by HGTV Driver Hub. You must keep this Hirer Personal Data safe and secure at all times and not allow access to any third parties to such information. You must not store any Hirer Personal Data on your mobile device or any other mobile telephone (other than on the App) or otherwise process any Hirer Personal Data unless the Hirer provides you with express permission to do so.

6.3 In order to allow HGTV Driver Hub to provide the Services, HGTV Driver Hub will provide PSC and Hirers with your information so that the Hirer can identify you as the provider of Work Services. HGTV Driver Hub shall provide Hirers with your name, date of birth, driving licence number, telephone number and such other details in your Driver Account which may help the Hirer to identify you.

6.4 We also process your Personal Data in accordance with HGTV Driver Hub's Privacy Policy, please ensure that you read this document before using the App. By using the App, you acknowledge and confirm that you have understood the use of your Personal Data set out in the Privacy Policy.

6.5 You confirm that at all times when accessing the Services and Hirer Personal Data, you will:

- (a) comply with all Data Protection Laws;
- (b) not knowingly or recklessly do anything which would put HGTV Driver Hub in breach of its obligations under Data Protection Laws; and
- (c) indemnify HGTV Driver Hub in full for any losses which it incurs as a result of a breach by you of this Condition 6.



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- 6.6 You must:
- (a) notify us immediately if you become aware of any Hirer Personal Data Breach;
 - (b) provide all information relating to the Hirer Personal Data Breach which is in your possession; and
 - (c) comply with our reasonable instructions in relation to the contamination and remediation of the Hirer Personal Data Breach.
- 6.7 HGVD Driver Hub does not guarantee that the App will be secure or free from bugs or viruses. You must not misuse the App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the App, the server on which the App is stored or any server, device or database connected to the App. You must not attack the App via a denial of service attack or a distributed denial of service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. HGVD Driver Hub will report any such breach to the relevant law enforcement authorities and HGVD Driver Hub will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the App will cease immediately.
- 6.8 The App may include links to other websites, apps or material which is beyond HGVD Driver Hub's control and which are owned and controlled by third parties. HGVD Driver Hub is not responsible for the content on these links, the internet or World Wide Web pages or any other site or app outside the App. Where the App contain links to other sites or apps or materials provided by third parties, these links are provided for your information only. These links are provided as a courtesy to HGVD Driver Hub's users and are not administered or verified in any way by HGVD Driver Hub. Such links are accessed by you at your own risk and HGVD Driver Hub makes no representations or warranties about the content of such websites or apps and cannot be held liable for the content and activities of these websites or any losses you suffer as a result of using such third-party websites. HGVD Driver Hub may provide links to third party websites or apps that use cookies on users to collect data and/or to solicit personal information. As a result, HGVD Driver Hub strongly recommends that you read the privacy policies and terms of use of any third-party websites or apps prior to using them.
- 6.9 When you use the App or send us emails or use popups or make calls, you may be communicating with HGVD Driver Hub electronically. HGVD Driver Hub will communicate with you by email, popup, phone, text or by posting notices on the HGVD Driver Hub website. You agree that all agreements, notices, disclosures and other communications sent to you electronically satisfy any legal requirement that such communications should be in writing.



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7. SUSPENSION OR MODIFICATION

HGV Driver Hub reserves the right, at its sole discretion, to change, alter, suspend or indefinitely close the App and/or your access to the Services. From time to time, HGV Driver Hub may also restrict access to some or all parts of the Services and/or the App.

8. HGV DRIVER HUB'S LIABILITY

8.1 Nothing in these Conditions excludes or limits HGV Driver Hub's liability for death or personal injury arising from HGV Driver Hub's negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

8.2 The material displayed on the App is provided without any guarantees, conditions or warranties as to its accuracy. You must bear the risks associated with the use of the App, the Services and the internet.

8.3 To the fullest extent permitted by law, HGV Driver Hub (including its officers, directors and employees) and third parties (including any agents or subcontractors) connected to it hereby expressly exclude:

- (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity in its provision of the Services and/or use of the App; and
- (b) any liability arising under or in connection with:
 - (i) use of, or inability to use, the App and/or Services;
 - (ii) use of or reliance on any content or Orders displayed on the App;
 - (iii) incompatibility of the App with any of your electronic and/or mobile equipment, devices, software or telecommunications links; and
 - (iv) unsuitability, unreliability or inaccuracy of the App and/or the Services.

8.4 To the fullest extent permitted by law you acknowledge and agree that HGV Driver Hub will not be liable to you or any third party for any indirect or consequential losses or for any loss of income or

revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management and/or office time, however arising and whether caused by tort (including negligence), breach of contract or otherwise, (even if foreseeable) resulting from your use of the App and/or Services.

8.5 HGV Driver Hub will not be liable for any loss or damage caused by a virus, distributed denial of service attack, or other technologically harmful material that may infect your electronic and/or mobile equipment, computer programs, data or other proprietary material due to your use of the



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App and/or the Services or to your downloading of any content on it, or on any website linked to it.

- 8.6 HGV Driver Hub shall not be in breach of these Conditions nor liable for any delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 8.7 Subject to the remainder of this Condition 8, HGV Driver Hub's total liability to you in connection with these Conditions and the Services, however arising whether caused by tort (including negligence), breach of contract or otherwise, shall be limited to any fees payable to you in relation to the Order in which the liability arose.

9. WARRANTIES AND INDEMNITIES

9.1 You warrant that the information supplied to HGV Driver Hub via the App and/or in any application documents is correct.

9.2 By accepting these Conditions you agree to defend, indemnify (compensate) and hold HGV Driver Hub, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents, harmless from all and against any and all claims, costs, damages, losses, liabilities and expenses (including attorney's fees) arising out of or in connection with:

- (a) your violation or breach of these Conditions or any Applicable Law or regulation, whether or not referenced in these Conditions;
- (b) your violation or breach of any rights of any third party, including Hirers; or
- (c) your use or misuse of the App and/or Services.

10. TERMINATION

10.1 These Conditions shall exist for an indefinite period of time. However, you may terminate your agreement with us at any time by permanently deleting the App installed on any device and deactivating your account.

10.2 HGV Driver Hub is entitled to terminate its provision of the Services to you or your licence to use the App, with immediate effect, by disabling your account or otherwise preventing you from accessing or using the App, at its sole discretion.

11. VARIATIONS

11.1 HGV Driver Hub reserves the right, in its sole discretion, to vary these Conditions at any time. It is your responsibility to check the terms and conditions available in the App in order ensure you agree to the latest version. The date of the most recent revisions will appear at the bottom of this page.



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11.2 If there is any inconsistency between HGTV Driver Hub's Privacy Policy and these Conditions, the Privacy Policy shall prevail.

12. ASSIGNMENT

Your Driver Account and the Services are personal to you, and therefore you may not assign, sublicense or transfer in any other way your rights and obligations under these Conditions of use to any third party. However, if necessary, HGTV Driver Hub may freely assign its rights and obligations without your consent and without the need to notify you before assigning them.

13. INVALIDITY

If any part of these Conditions are found to be ineffective by any court or regulator, the other provisions shall continue to apply to the maximum extent permitted by law.

14. THIRD PARTY RIGHTS

Rights under these Conditions only accrue to a person party to these Conditions. Accordingly a person who is not a party to these Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15. WAIVER

No failure or delay by HGTV Driver Hub to exercise any right or remedy provided in these Conditions or by law shall constitute a waiver of that or any right or remedy, nor shall it preclude or restrict the further exercise of that or any right or remedy. No single or partial exercise of such remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16. PARTNERSHIP AND JOINT VENTURE

16.1 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16.3 Nothing in this clause shall limit or exclude any liability for fraud.

16.4 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

17. YOUR CONCERNS

If you have any concerns about material which appears on our website and/or the App, please contact HGTV Driver Hub via the App or the Website.

18. JURISDICTION AND APPLICABLE LAW

These Conditions, and any non-contractual obligations arising out of them, are governed and construed in accordance with the law of England and Wales and any proceedings resulting out of these terms of use, and any non-contractual obligations arising out of them, the Privacy Policy, Services and/or the use of the App shall be held in the Courts of England and Wales.

19. DETAILED PRIVACY POLICY

Should you wish to read our detailed Privacy Policy, refer to the link <https://HGVDriverHub.App/Privacy.pdf>

20. DETAILED GDPR

Should you wish to read our detailed GDPR policy, refer to the link <https://HGVDriverHub.App/GDPR.pdf>