

# HGV Shield Master Legal Bundle

## HGV Shield - FULL LEGAL BUNDLE

### HGV Shield Legal Documentation Bundle

#### 1. Terms & Conditions

Effective Date: 19 July 2025 (Valid indefinitely until amended)

Version: 1.0 - Last Updated: 19 July 2025

These Terms and Conditions ("Terms") govern your access to and use of HGV Shield's services, including our website, mobile platforms, legal/tax claim assistance, and membership offerings. By using our services, you agree to be bound by these Terms.

1. Definitions - "We", "us", "our" refer to HGV Shield. - "You", "your" means the user, whether a driver, member, claimant, or site visitor.
2. Eligibility Must be 18+ and legally eligible to contract in the UK. Services are intended for UK HGV drivers.
3. No Win, No Fee Claims Salary Scam claims are handled on a no-win, no-fee basis. Fees deducted from any compensation won. Cancellation after case progression may incur a cost.
4. Tax Recovery Claims Subject to a GBP100 admin fee. Processed by a carefully selected and approved third-party accountant with expertise in HGV-related tax matters. These professionals have been chosen for their proven experience and ability to handle driver-specific tax claims accurately and efficiently. HGV Shield is not responsible for delays, decisions, or outcomes once claims are transferred. All third-party professionals engaged by HGV Shield are required to comply with our internal data and service quality standards in addition to applicable UK laws.
5. Membership & Benefits Optional, with full list of benefits including will service, legal help, prize draw access, and more. Subject to change.
6. Death at Work Benefit This benefit is only payable in the event of a death occurring at the workplace, and where such an event can be independently verified by an official authority (e.g. employer, police, or coroner).
7. Employment Solicitor Support Members are entitled to a free consultation and initial legal advice from a hand-selected, qualified employment solicitor with a strong track record of supporting workers' rights. These solicitors are chosen specifically for their knowledge of employment law affecting HGV drivers. HGV Shield is

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not liable for legal strategies, delays, or outcomes once the case is handled externally. Any further legal work or representation may incur fees (either no-win-no-fee or a pre-agreed rate). All third-party professionals engaged by HGV Shield are required to comply with our internal data and service quality standards in addition to applicable UK laws.

8. Self-Employed Support Support is for personal tax and related services only, not for commercial or business-related matters.

### Eligibility Criteria

#### General Membership

Must be at least 18 years old and legally eligible to enter into contracts in the United Kingdom. Membership is open to current or former UK HGV drivers only.

#### Salary Scam Legal Support

Members must:

- Have worked as a UK-based HGV driver within the last 6 years
- Provide employment contracts, payslips, and evidence of working hours
- Have experienced fixed wage pay with no contractual hours stated, or hours exceeding the Working Time

Directive without appropriate pay

- Be willing to cooperate with appointed solicitors for the duration of the claim.

#### Tax Reclaim Service

Members must:

- Provide valid payslips or P60s
- Have received a taxable night-out or meal allowance within the last 4 tax years
- Be responsible for a GBP100 admin fee, deductible from any successful reclaim
- Claims are limited to one per tax year per member unless otherwise agreed.

#### Death at Work Benefit

Members must:

- Have an active, fully paid membership at the time of the incident

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- Pass away during working hours, in the course of HGV-related employment
- Ensure next of kin submits a valid claim within 60 calendar days
- Be employed and working under UK-based conditions at time of incident
- Provide third-party verification of cause of death (e.g., employer, medical examiner)

### **Self-Employed Support**

Available to self-employed HGV drivers for individual advice or support only. Not applicable to commercial legal disputes or fleet-level issues.

### **Website Terms of Use**

#### **Acceptance of Terms**

By accessing and using the HGV Shield website, you agree to be bound by these Terms of Use and all applicable laws and regulations. If you do not agree with any part of these terms, please do not use the website.

#### **Changes to Terms**

HGV Shield reserves the right to revise these terms at any time. Continued use of the website constitutes acceptance of the modified terms.

#### **Access and Availability**

We strive to ensure the website remains available, but we may suspend, withdraw, or restrict parts of the website for operational or legal reasons.

#### **Intellectual Property**

All content on this website, including text, graphics, logos, and designs, is the property of HGV Shield unless stated otherwise. You may not reproduce, distribute, or commercially exploit any content without explicit permission.

#### **Prohibited Use**

Users may not:

- Engage in illegal or fraudulent activity
- Attempt to gain unauthorized access to any part of the site or servers

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- Distribute viruses or other harmful technologies
- Interfere with the site's functionality or security

### **External Links**

Links to third-party websites are provided for convenience only. HGV Shield accepts no responsibility for content or practices of external sites.

### **Privacy**

Use of the website is also governed by our Privacy Policy and Cookie Policy, both of which are incorporated by reference into these terms.

### **Disclaimer**

HGV Shield makes no warranties or guarantees about the availability, completeness, accuracy, or reliability of the site or its content.

### **Limitation of Liability**

HGV Shield shall not be liable for any indirect or consequential damages arising from use or inability to use the website.

### **Governing Law**

These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales.

### **Free Preliminary Claim Review and No Win, No Fee Transition**

HGV Shield provides initial claim eligibility reviews, document gathering support, and estimated compensation assessments as part of a free preliminary service. This includes assistance in obtaining contracts, timesheets, and payslips, followed by a formal written estimate outlining the potential value of the claim.

Following the delivery of this estimate, clients must enter into a separate 'No Win, No Fee' agreement in order to proceed with legal action, case handling, or financial recovery services. This transition will be subject to dedicated Terms & Conditions and a transparent fee structure.

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Where applicable, clients acknowledge that civil court attendance may be required if a case proceeds to litigation. Failure to attend may result in costs being recoverable from the claimant. These obligations and all related rights and exceptions will be set out within the final legal agreement prior to escalation.

### **Court Attendance & Claimant Responsibilities (Salary Scam Claims Only)**

Claimants proceeding under a "No Win, No Fee" agreement for Salary Scam claims acknowledge that, depending on the legal process, they may be required to attend civil court hearings in person.

Failure to attend, without lawful reason or prior cancellation, may result in the case being dismissed or costs being awarded against the claimant. In such cases, HGV Shield and its appointed legal team reserve the right to recover wasted fees, disbursements, or penalties from the claimant.

These responsibilities, and all related exceptions, will be clearly outlined in the final legal agreement before a claim proceeds beyond the estimate phase.

- Repeated, criminal, or serious traffic violations are excluded
- Once used, this benefit refreshes every 2 years of continued membership
- Maximum GBP400 support per eligible incident
- Minor DVLA offences occurring after the start of paid membership

### **Covers:**

#### **Legal Commitments & Regulatory Compliance**

At HGV Shield, we are committed to operating with full transparency, legal integrity, and compliance with UK law. Our mission to protect HGV drivers is built on a foundation of lawful practice, secure data handling, and ethical service delivery.

#### **UK Legal Compliance**

HGV Shield operates in accordance with:

- UK GDPR and the Data Protection Act 2018
- Consumer Rights Act 2015

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- Companies Act 2006
- The Employment Rights Act 1996
- The Civil Procedure Rules (for no-win, no-fee litigation)
- UK Advertising Standards Authority (ASA) Guidelines
- HMRC Guidelines for tax reclaim support and allowances

### **Data Protection & Privacy**

- We only collect the data required to provide our services.
- Your personal data is never sold or misused.
- All claim-related documentation is handled with strict confidentiality.
- Our Privacy Policy and Cookie Policy are fully GDPR compliant and available to review at any time.

### **Professional Standards**

- All legal work is handled by experienced, qualified solicitors, regulated by the Solicitors Regulation Authority (SRA), under a no-win, no-fee agreement.
- Tax reclaim services are managed by vetted UK accountants with experience in HGV driver cases and registered with the appropriate regulatory bodies.
- We only engage third-party professionals who meet HGV Shield's standards for driver-specific support, legal ethics, and compliance with UK law.

### **Fair Claims Handling & Benefit Access**

- Our Salary Scam legal claims, tax recovery support, and DVLA fine assistance are delivered under structured, legally sound agreements with full documentation.
- All member benefits are governed by our Master Legal Bundle, which includes Terms & Conditions, Eligibility Criteria, Privacy Terms, and Prize Draw rules.
- Members may request a copy of any legal agreement at any time.

### **Transparency Promise**

HGV Shield is committed to total transparency. All legal documentation - including our Non-Disclosure Agreement (NDA), copyright protections, and eligibility criteria - is available in our public-facing Master Legal

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Bundle (PDF).

We will continue to update our policies in line with evolving laws, best practice, and the needs of UK HGV drivers.

### Prize Draw Terms & Conditions

Effective Date: 19 July 2025

The HGV Shield Monthly Prize Draw is operated for the benefit of active HGV Shield members.

Eligibility: Entry is automatic and limited to active, paying members.

Draws take place monthly.

Entry Method: Each member is automatically entered using their unique membership number. No additional purchase or action is necessary.

Prize Value: The prize draw starts at GBP500. The value may increase as HGV Shield grows, up to a maximum of GBP5,000 per week.

Winner Selection: One winner is selected at random each week using a secure system based on membership numbers.

Notification: Winners will be contacted via the email or contact details provided upon membership registration.

Claiming Prize: It is the member's responsibility to keep contact information up to date. If the winner cannot be contacted within 28 days, the prize will be considered unclaimed and may be redrawn.

Changes: HGV Shield reserves the right to suspend, cancel, or amend the prize draw terms at any time, with reasonable notice.

Legal Classification: This draw is not classified as a gambling lottery under UK law. It is a promotional prize draw associated with membership.

### Non-Disclosure Agreement (NDA)

This agreement is between HGV Shield ("Disclosing Party") and any individual or entity accessing HGV Shield's services or communications who accepts these terms ("Receiving Party").

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Purpose: To protect confidential information shared in relation to services, development, partnerships, or negotiations.

Terms:

- Confidential info shall not be disclosed without written consent.
- NDA applies during discussions and for 5 years afterward.
- Includes documents, conversations, financials, IP, strategy.

Exceptions:

- Info already public or independently developed.

Governing Law: England & Wales.

Copyright & Trademark Notice

All intellectual property including the HGV Shield name, logo, documents, scripts, designs, and digital content are protected under UK copyright law.

Ownership: All rights belong to HGV Shield. This includes the stylised knight helmet, shield with Union Jack, and the "HGV SHIELD" brand.

Unauthorised Use: Use of branding, materials, or logos without written permission is prohibited and may lead to legal action.

Trademarks: "HGV Shield" and the "HGV Shield logo" are registered trademarks of HGV Shield Ltd.

Private Profit Share Scheme Terms

Participation in the Private Share Scheme is optional and by invitation or approval.

Key Terms:

- Members contribute GBP40/month.
- Funds grant access to 10% of profit from member subscriptions (non-equity).
- Scheme is a goodwill-based loyalty reward - not FCA regulated.
- Members can withdraw their share any time, held in a ring-fenced sub-account.
- No voting rights, ownership, or investment advice included.
- Invoices sent monthly, one month in arrears.



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### **Supporter Terms (Reform Supporters)**

Supporters who sign up to back the HGV Shield reform manifesto agree to be contacted for campaign updates, future petitions, and advocacy events.

Unsubscribing from emails does not revoke support. A formal written request is required to fully withdraw.

All reform supporters are considered allies under the Reform Supporter Framework.

### **GDPR Marketing & Contact Consent**

HGV Shield may use your contact details to send essential updates, claim notifications, campaign alerts, and service improvements.

You may opt out of non-essential updates at any time via email preferences.

All communications comply with UK GDPR and are never shared or sold to third parties.