

Powered Wheelchair and Scooter Scheme (PWS) Contract Hire Agreement Terms and Conditions

These are the terms and conditions on which we agree to lease the Scheme Product to you and to provide the related services. Please read these terms carefully. These terms, together with the Pre-Contract Information, the Hire Agreement and the Cover Booklet tell you:

- more information about the finance product;
- who we are;
- how we will provide the Scheme Product and related services to you;
- how you and we may change or end the contract
- what to do if there is a problem; and
- other important information.

If you have any questions about these terms (also available in different formats) or you need further information please contact us on 0300 456 4566 to discuss.

1. Definitions

This section sets out the meaning of key terms in these terms and conditions and helps to clarify your obligations set out in the terms that follow. If you have any questions or need any help understanding these, please contact us.

In this Agreement:

- 1.1 “Accident Manager” means an agent chosen by us to represent us in relation to our responsibility for loss and damage to the Product;
- 1.2 “Adaptations” means accessories and tools which are needed to allow the Scheme Product to be used by the Disabled Person and which have been fitted to the Scheme Product with our approval;
- 1.3 “Agreement” means these terms and conditions and the Hire Agreement into which these terms and conditions are incorporated;
- 1.4 “Allowance” means:
 - the higher rate mobility component of the disability living allowance;
 - the war pensioners mobility supplement;
 - the enhanced rate mobility component of the Personal Independence Payment;
 - the Armed Forces Independence Payment;
 - the higher rate mobility component of the Child or Adult Disability Payment; orany replacement allowance or supplement for any of the above allowances, payable under the provisions of the applicable legislation, and as set out in your Certificate of Entitlement issued by the relevant Payment Agency;
- 1.5 “Breakdown” means the Scheme Product cannot be used or safely driven as a result of a mechanical or electric failure, loss or damage;
- 1.6 “Breakdown Cover” means the roadside assistance services provided in the event of a Breakdown. Please see www.motability.co.uk/get-support;
- 1.7 “Cover Booklet” means the cover booklet provided to you by us (or a person on our behalf) that sets out details of the arrangements that we and our insurer have put in place to provide protection for users of the Motability PWS Contract Hire Scheme;
- 1.8 “Dealer” means a dealer who is instructed by us to provide the service and maintenance of the Product;
- 1.9 “Disabled Person” means the person specified as such in this Agreement or, if no person is specified, the Hirer;
- 1.10 “Excess” means the first £0 of our cost in repairing or making good that loss or damage to the Product if there is loss or or damage to the Product for which we are responsible. The excess applies each time that loss or damage occurs;
- 1.11 “Hire Agreement” means the terms set out at the start of this Agreement describing the basis upon which you lease the Scheme Product from us as required under the **Consumer Credit Act 1974**;
- 1.12 “Key” means any device used for starting your Product or using its locking mechanism or immobiliser;
- 1.13 “Motability” means the charity named Motability registered number 299745 whose registered office is at Warwick House, Roydon Road, Harlow, Essex CM19 5PX and its subsidiaries;
- 1.14 “Motability PWS Contract Hire Scheme” means the scheme operated by us (under contract to Motability) for the lease of scheme products to hirers;
- 1.15 “Payment Agency” means any of the following agencies:
 - Department for Work and Pensions; or
 - Veterans UK; or
 - Social Security Agency in Northern Ireland; or
 - Social Security Scotland; orany such agency that may replace it.
- 1.16 “Policy” means the single motor insurance policy we have put in place with our insurer in respect of the Motability PWS Contract Hire Scheme;
- 1.17 “Product” means the Scheme Product or a Replacement Product;
- 1.18 “Replacement Product” means any product provided by or on behalf of us to you in temporary replacement of the Scheme Product to provide continuous mobility under this Agreement;
- 1.19 “Scheme Product” means the Product specified on the first page of the Hire Agreement and includes Adaptations, and tools which were supplied with the Product;
- 1.20 “Territorial Limits” means Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, and journeys between these places;

1. Definitions (continued)

- 1.21 “Total Allowance or T/A” means the aggregate of the Allowance payable to the Hirer (or Disabled Person) in each Rental Period (being the period in which you lease the Scheme Product);
- 1.22 “Ultimate Territorial Limits” means Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, any country which is a member of the European Union, Iceland, Liechtenstein, Norway and Switzerland. The Ultimate Territorial Limits also include journeys between these places; and
- 1.23 “We”, “us” and “our” means Motability Operations Limited, unless otherwise indicated.

2. How this Agreement is formed and how to pay for your product lease

This section explains how the contract between you and us for the lease of the Scheme Product will be made and how repayments work.

Note that if you have selected a product which has a higher cost than your Allowance, you will be required to pay the difference in full as an upfront payment to the person providing the Scheme Product (this is set out in your

agreement as the “Total Advance Rental Payment”). This is not a deposit and is not refundable.

It is really important you understand what you have to pay, why and when, so that you can assess the cost of the agreement and whether it is suitable for you. If you need help with this, contact us on 0300 456 4566.

- 2.1 You will be provided with a copy of these **terms** together with the **Pre-Contract Information** with our **Customer Acceptance Letter** confirming that your application to lease a product on the Motability PWS Contract Hire Scheme has been successful. You will also receive a copy of the Cover Booklet and Scheme Handbook before you enter into the Agreement. The Customer Acceptance Letter will give you instructions about how to enter into the finance agreement with us for your chosen Scheme Product, as well as providing your **Personal Identification Number (“PIN”)** that will be used by you to prove you are entitled to receive the Scheme Product you will be collecting. You can speak to your supplying dealer or you can contact us on **0300 456 4566** should you need more information about this.

Instructions on how to sign your Agreement

To “sign” your Agreement with us, you will need to be with your supplying dealer. You will need to insert your PIN into our system (as directed by your supplying dealer), and this will be used in the same way as if you had used a handwritten signature. **Note this**

Agreement is not finalised until you have inserted your PIN into our system at your local dealership.

Payments to be made

The price payable by you to lease the Scheme Product from us and to receive the related services will be as described in both the Pre-Contract Information and in your Customer Acceptance Letter and includes details of the Rental Instalments (**see Clause 2.2 below**). You will pay to the supplying dealer **on or before the day you sign** this Agreement (that is by entering the PIN into our system), the Total Advance Rental Payment (if any) and the Total Advance Adaptation Rental Payment (if any) less any contribution from Motability made to you.

- 2.2 You will pay to us the Rental Instalments on the last day of each Rental Period. The Rental Instalments represent the amount payable by you for leasing the Scheme Product from us. Unless otherwise specified, for so long as you are entitled to it, the Rental Instalments should be paid by diversion of your or (where applicable) the Disabled Person’s Allowance by the relevant Payment Agency.
- 2.3 Where specified in this Agreement,

- and confirmed within the Pre-Contract Information, the Rental Instalments will vary automatically to reflect the amount of any increase or decrease in the Allowance but will not be less than the initial amount of the Rental Instalments specified in this Agreement. For the avoidance of doubt, you will not be liable to us for any further amounts to cover the Rental Instalments, and these variations are entirely dependent on the sums received from the relevant Payment Agency.
- 2.4 You must ensure that all payments due to us under this Agreement are **made on time** and you must notify us if you or the Disabled Person (as the case may be) ceases to be entitled to receive or deal with the Allowance.
- 2.5 If you wish to discuss your payments for any reason, please contact us on **0300 456 4566**. You can contact us at any time during the lifetime of your Agreement and we shall also be in contact with you at regular intervals.
- 2.6 There are a range of other fees and costs which can be payable under this Agreement and these are set out within the Hire Agreement and these Terms and Conditions. These may include:
- 2.6.1 Excess (see **Clause 1.11**)
- 2.6.2 our reasonable costs and expenses if you break the Agreement and we have to recover the Scheme Product or take other action (including our reasonable recovery and storage costs);
- 2.6.3 our reasonable costs where you end the agreement early (including where the Scheme Product is not returned in the condition or with the associated items required under this Agreement (see **Clause 12**);
- 2.6.4 any other costs set out in the body of the Hire Agreement (see **Clauses 11 and 12**); and
- 2.6.5 any fees, charges, permits, licences, fines or other costs and charges payable to third parties in connection with your use of the Product (see **Clause 3.3**).

3. Your use of the Product

This section covers your permitted use of the product and our requirements in relation to permitted Drivers. Please note, you are responsible for certain costs and there are restrictions on taking the Product abroad.

- 3.1 You must ensure that the Product is used properly, including but not limited to ensuring that the battery is kept properly and appropriately charged, and only for the purpose for which it was designed. You must ensure that the Product is not used for any unlawful or immoral purpose or in contravention of any legal requirement, and observe the speed limits of Class 2 and Class 3 scooters (or their equivalents) and where these products may and may not be used. The Scheme Product or Replacement Product may only be used by the Hirer or Disabled Person if different from the Hirer. It is your responsibility to ensure that any user is aware of the restrictions around the use of the Product.
- 3.2 You must keep the Product under your control and not part with possession of the Product other than in the ordinary course of its intended use, nor sell, lease or lend the Product or allow any other right to be created over the Product. You must tell us as soon as possible, and in any event **within 5 working days**, if you change address or change the place at which the Product is kept.
- 3.3 If you propose to modify or adapt the Product, other than in accordance with our policy, you must obtain our written consent to do so. **No modification or adaptation of any kind may be carried out without our prior written consent.**
- 3.4 You must not take or permit anyone else to take the Product outside the Territorial Limits or the Republic of Ireland **for more than 30 cumulative days in any 12 month period**, unless we have first agreed in writing, and you have complied in full with all conditions that we may impose in giving such consent, subject always to the fact that you may not take the Product outside the Territorial Limits or the Republic of Ireland **for more than 12 months** under any circumstances. You must not take the Product outside the Ultimate Territorial Limits for any period of time.
- 3.5 You will be **responsible for the payment of all fees** including any licence fees (except for road fund licences for Replacement Products or for any Product where you have an exemption certificate), parking charges, fines, congestion charges and other outgoings in respect of the Product.

4. Responsibility for Product loss and damage

This section describes our responsibility for Product loss and damage. Please note that you will be responsible for Product loss and damage that is not our responsibility.

- 4.1 We are responsible for Product loss and damage on the basis, and subject to the terms and conditions, set out in the Cover Booklet. Please refer to the Cover Booklet for full details. You agree to comply with, and be bound by, the terms and conditions of the Cover Booklet.
- 4.2 You are responsible for any loss and damage to the Product that is not our responsibility.

5. Insurance benefits

This section describes the single insurance policy we have put in place for the Motability PWS Contract Hire Scheme and the benefits the policy provides to users of the Motability PWS Contract Hire Scheme, in their capacity as beneficiaries under the policy.

- 5.1 The Policy is designed to protect us, whilst also providing certain valuable benefits for users of the Motability PWS Contract Hire Scheme. These insurance benefits include third party liability cover and legal expenses cover and are described in full in the Cover Booklet.
- 5.2 Only we, as the sole policyholder, have contractual rights under the Policy to enforce the insurance cover that is provided under the Policy. You are a beneficiary under the Policy and do not have any contractual rights to enforce the insurance provided under the Policy against our insurer. Instead, you rely on us to do this on your behalf, which we will do to the extent we reasonably can. Full details about how the insurance works can be found in the Cover Booklet.
- 5.3 You will be provided with a Policy Schedule as proof of cover.
- 5.4 To help ensure that the Policy properly protects us and provides you with the intended insurance benefits, you must co-operate fully with our insurer and provide any information reasonably requested by them. You must also comply with the terms and conditions of the Cover Booklet at all times.

6. Loss of Use

This section describes when we will make a refund to you following a Breakdown of the Scheme Product.

- 6.1 Following a Breakdown of the Scheme Product within the Territorial Limits or the Republic of Ireland, we will (subject to the limits in this Clause 6) refund to you those parts of the Rental Instalments which were paid to us and relate to the period when the Scheme Product was subject to that Breakdown (i.e., to refund you for the time you were unable to use the Scheme Product), except that:
 - 6.1.1 we will not make any refund in respect of the first week immediately following the date of discovery of the Breakdown;
 - 6.1.2 we will not make any refund in respect of any period when you have been supplied with a Replacement Product; and
 - 6.1.3 we will not make any refund in respect of any period after the termination of this Agreement.
- 6.2 We will not make any refund of Rental Instalments for a Breakdown which happens:
 - 6.2.1 because of deliberate damage, neglect or misuse of the Scheme Product;
 - 6.2.2 because of the fitting of any modifications, replacement or experimental parts which the manufacturer does not approve of;
 - 6.2.3 because of freak weather conditions or frost damage (unless adequate precautions are taken);
 - 6.2.4 because of or during use of the Scheme Product outside of the Territorial Limits or the Republic of Ireland; or
 - 6.2.5 because of or in connection with any event, situation or described in **Part 2 or Part 4 of the Cover Booklet** where we are not responsible for Product loss or damage.
- 6.3 If a refund is payable, we will make one refund payment at the end of the period of the Breakdown, unless we agree otherwise.

7. Breakdown Assistance (Roadside Services)

This section describes the breakdown cover we provide as part of your hire agreement. Full details of the cover and how to access it are available on request by contacting us or by visiting our website www.motability.co.uk/get-support.

- 7.1 Subject to the exceptions set out in this **Clause 7**, we will throughout the duration of this Agreement provide Breakdown Cover, via a third party provider.
- 7.2 The Breakdown Cover is limited to providing breakdown assistance in the event that the Product cannot be used safely as a result of a mechanical, electronic, computer or electrical failure and is subject to fair and reasonable usage.
- 7.3 You will be responsible for the costs of any breakdown that falls outside of the terms and conditions set out in **Clause 7.2** above.

8. Condition, Maintenance and Repairs

This section sets out your obligations to maintain the product. Where you fail to do this, you could be responsible for any additional costs that result. In serious cases, we may also end the agreement (see section 11 below).

As part of your package we arrange servicing, maintenance and repair, but you need to take the product to the appointments. We also arrange replacement of tyres to ensure the product remains road legal. You can access further information by contacting us or visiting our website at: www.motability.co.uk/get-support.

- 8.1 You must keep the Product in good condition (allowing for fair wear and tear). Fair wear and tear has its ordinary and natural meaning. Useful information on wear and tear can be found in the Scheme Handbook.
- 8.2 You must repair any damage and make good any loss relating to the Product that is not our responsibility under the Cover Booklet. You must also observe all reasonable recommendations regarding care and maintenance of the Product by the manufacturer of the Product including but not limited to, care and maintenance of the Product's battery.
- 8.3 If you fail to keep the Product in good condition (allowing for fair wear and tear) you will be **responsible to us for the costs incurred in repairing the damage** to the Product and/or restoring the Product to a good condition. The condition of the Product will be determined by us on receipt of the Product condition information, provided by the Dealer or other such party instructed by us to inspect the Product.
- 8.4 You must also make sure that the Scheme Product is regularly maintained (and mechanically repaired if appropriate) and serviced by a Dealer and take the Scheme Product to a Dealer at such times as may be recommended either by us or by the manufacturer of the Scheme Product. The Dealer will carry out routine maintenance work (excluding modification or work as a result of damage which is not fair wear and tear) and will service the Scheme Product as recommended by the manufacturer. You will not have to make any additional payment for this routine work.
- 8.5 Throughout the duration of this Agreement, we will replace or arrange for the replacement (free of charge) of any Product tyres which have become unsafe or unusable, subject always to fair and reasonable usage of this service.
- 8.6 Any **mechanical repairs, maintenance or replacements** not covered under **Clauses 8.2, 8.3 and 8.4** above and any Product loss or damage for which we are not responsible under the Cover Booklet will **be at your expense**. If you want a third party other than a Dealer to carry out such work on or any repair to the Product, you should ensure that this third party contacts us first for quality accreditation before the work is undertaken.
- 8.7 We may decide (due to the state or condition of the Scheme Product or otherwise), to replace the Scheme Product with a product of similar make and/or model in which case the terms of this Agreement shall apply to the replacement product. This does not apply to Replacement Products provided when the Product has been lost or damaged.

9. How we are responsible to you

This section sets out our responsibilities to you and provides a basic overview of your rights in connection with the product. If you wish to find out more about your statutory rights, there is information about how you can get further independent information from Citizens Advice below.

For more general information about our obligations and how we support you, you can visit our website at www.motability.co.uk/get-support/.

- 9.1 If we fail to comply with this Agreement, we will be responsible for loss or damage you suffer that is a foreseeable result of us breaking this Agreement or our failing to use reasonable care and skill when providing services to you, including the Breakdown Cover. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time we entered into this Agreement, both parties knew it might happen, for example, if you discussed it with us during the application process. This includes liability for death and personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors, or fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the Product.
- 9.2 Whilst you have chosen the Scheme Product and the Scheme Product has not been inspected by us, we are nevertheless under a legal duty to supply you with a Product that is in conformity with this Agreement. Nothing in these terms will affect your legal rights and remedies.

In summary, your rights include, but are not limited to, the right to receive products which are as they are described; of satisfactory quality and fit for a particular purpose. For detailed information about your legal rights and remedies please contact the **Citizens Advice at www.citizensadvice.org.uk**. You are also entitled to the benefit of all conditions, warranties or other terms relating to the Scheme Product given to us by the manufacturer or supplier to the extent that we can give them to you. This is in addition to our responsibility for loss of or damage to the Scheme Product in the event that the Scheme Product is lost or damaged as a result of an accident, as detailed in the Cover Booklet. If you wish to exercise your legal rights in connection with the Scheme Product, please contact us on **0300 456 4566** as soon as possible.

10. Hire Term and Return of the Scheme Product at the end of the Hire Agreement

This section explains the duration of the agreement and how it may be terminated at the end of the Minimum Hire Period. If you need assistance in understanding our rights and your rights to end this agreement, please get in touch.

- 10.1 You are only entitled to use the Scheme Product for the Hire Term as specified on the front of the Agreement. The Hire Term shall continue automatically following the end of the Minimum Hire Term referred to in this Agreement unless either you or we have served **not less than 60 days' written notice** on the other to terminate this Agreement on the last day of that Minimum Hire Term. If no such notice is served, this Agreement shall, subject to the provisions of **Clauses 11 and 12**, terminate upon expiry of the Maximum Hire Term.
- 10.2 You must promptly return the Scheme Product and any Adaptations to whom we direct at the end of the Hire Term at your expense together with the Keys, the handbook and the service record book– where you fail to return the Scheme Product with these items we may pass on the reasonable costs we incur in replacing them to you.

11. When we may end this Agreement

This section sets out where the hire agreement may be ended by us because of your breach of the terms of this agreement (which can include changes in your eligibility) or the end of the minimum Hire Term.

It is really important you understand your obligations under this hire agreement and you fulfil them. Where we end the agreement in some circumstances there may be additional costs you are responsible for, which are also set out below.

- 11.1 We may terminate this Agreement by providing you with **written notice** if at any time:
- 11.1.1 you do not comply with any of your main obligations under this Agreement, or if you have given to us, the Dealer, the Accident Manager or our insurer information which is materially misleading or false; or
- 11.1.2 you or the Disabled Person (as the case may be) cease to be entitled to receive or deal with an Allowance or if the relevant Payment Agency does not pay such Allowance to us except where it is our fault; or
- 11.1.3 a petition for a bankruptcy order against you is presented to the court, or a bankruptcy order is made against you; or
- 11.1.4 we consider that you are insolvent or you enter or attempt to enter into any form of arrangement or composition with your creditors or you suffer any judgment to be made against you; or
- 11.1.5 the Product or any goods of yours are seized or threatened to be seized or made subject to a court order, whether or not it subsequently proves to have been unlawful; or
- 11.1.6 the Scheme Product is lost, stolen, destroyed, or if we or our claims agent determine that it is not economic to repair any damage; and
- 11.1.7 you, in our reasonable and sole discretion, are unfit to use the Product.
- 11.2 In order to terminate this Agreement under **Clause 11.1**, we will give you **not less than 14 days' written notice** and, in the case of a default by you in the performance of your obligations, during that period, you will have the opportunity to remedy the default.
- 11.3 At any time after the end of the Minimum Hire Term, we may terminate this Agreement by giving you not less than 14 days' written notice.
- 11.4 Any termination shall not affect our respective rights under this Agreement prior to termination, nor our respective obligations, which are intended to continue after such termination.
- 11.5 If we terminate this Agreement because you are in breach of any of your main obligations, then:
- 11.5.1 you will no longer have permission to keep possession of the Product without our permission;
- 11.5.2 we will be entitled to take back the Product;
- 11.5.3 you must use reasonable efforts to return the Product to a place directed by us as soon as possible at your own expense together with, where applicable, the Keys, the handbook and the service record book – where you fail to return the Product with these items we may pass on the reasonable costs we incur in replacing them to you;
- 11.5.4 you will still be required to pay any amounts which have become payable to us at the date of termination but which have not been paid; and
- 11.5.5 you will also be responsible for any reasonable costs and expenses incurred by us in relation to recovery and, pending any sale of the Scheme Product, storage of the Scheme Product, including, but not limited to, solicitor's fees, agent's fees and towing and storage charges.
- 11.6 If we take back the Product and it contains property owned by you or someone else we will write to you. You must then collect it within 21 days of the date of the letter, or such longer period we may agree with you. If you do not do this we may destroy this property or sell it on your behalf even if you do not own the property. We will pay to you the sale price, less any amounts payable by you under this Agreement. If you do not own the property, you will be responsible for any claim made against us by the owner.

12. When you may end this Agreement

This section sets out your rights to end the agreement where we have broken its terms. You may have other termination rights in addition to the below, see your agreement for details.

It also explains what fees, costs and charges you may be responsible for when you end the agreement.

- 12.1 In addition to any right you have to terminate this agreement under the Consumer Credit Act (which will be set out in the agreement where it applies), you may terminate this Agreement if:
- 12.1.1 at any time we are in default of any of our main obligations under this Agreement; or
 - 12.1.2 you or the Disabled Person (as the case may be) cease to be entitled to receive or deal with an Allowance; or
 - 12.1.3 the Rental Instalments due pursuant to this Agreement during any one year are less than £1500, at the end of 18 months from the date of this Agreement, subject to the notice period referred to in clause 12.2; or
 - 12.1.4 you request that this Agreement be terminated and we (in our sole discretion) agree to such termination either in writing or verbally.
- 12.2 In order to terminate this Agreement under **Clause 12.1** you will give us **not less than 14 days' written notice** and, in the case of default by us in the performance of our obligations, we will have the opportunity to remedy the default.
- 12.3 At any time after the end of the Minimum Hire Term referred to in this Agreement, you may terminate this Agreement by giving us **not less than 14 days' written notice**.
- 12.4 In the event of termination by you:
- 12.4.1 you must return the Product to a place directed by us which is within a reasonable distance of the dealer from whom you collected the Product, together with where applicable the Keys, the handbook and service record book— where you fail to return the Product with these items we may pass on the reasonable costs we incur in replacing them to you;
 - 12.4.2 you must pay to us any amounts due under this Agreement, including, but not limited to, the following amounts (where these have been incurred and are payable):
 - (a) any unpaid Excess; and
 - (b) any amounts in respect of repairs to the Product and reinstating the Scheme Product following modifications or adaptations;
 - 12.4.3 you will continue to be responsible in respect of Rental Instalments until the termination date and to pay to us any other amounts which have become payable to us at the date of termination but which have not been paid; and
 - 12.4.4 pending any sale of the Scheme Product, you will be responsible for and pay to us any reasonable costs and expenses incurred by us in respect of the storage of the Scheme Product. We may, at our discretion, waive the payment of all or part of the sum due in appropriate circumstances.

13. Your responsibility for interest and likely costs

This section explains that where amounts you owe under this agreement are not paid on time and go overdue, we may charge you interest on those amounts until they are paid. It sets out how the interest rate is calculated and how you can validate it.

- 13.1 If any sum payable under this Agreement is not paid by its due date, we may require you to pay us interest at the rate of **2 percent per annum above the base lending rate of HSBC Bank plc** (as time to time published) accruing daily from the date for payment until the payment is received by us, whether before or after any judgment which may be awarded against you.

14. Your responsibility to us

This section sets out our expected standards of conduct and the consequences if you abuse our employees, representatives of scheme partners.

It also explains that if someone brings a legal claim against us, for something caused by you as a result of you not complying with the terms of this agreement, you will be responsible for any associated expenses and losses we may suffer as a result.

- 14.1 You are responsible for ensuring that you engage with us and our Scheme Partners in a reasonable and courteous manner at all times. We operate a policy of zero tolerance of abuse towards our employees or the employees or contractors of our Scheme Partners and **reserve the right to withdraw the services and terminate this Agreement if in our sole discretion your conduct falls below what a reasonable person would believe to be reasonable and courteous.**
- 14.2 **You are responsible for any claims made against us and all damages and reasonable costs and expenses suffered or incurred by us as a result of any default by you in the performance of your obligations under this Agreement** or as a result of a third party claim arising out of the state, condition or use of the Product unless it was our fault.

15. Use of your personal information

This section describes how your, the Disabled Person and Drivers' personal information will be used in connection with this Agreement. Please inform these people that their personal information will be used and let them know where they can find full details about how their information will be used, as set out below.

- 15.1 We and Motability will process personal information about you, the Disabled Person (if you are not the Disabled Person) in connection with this Agreement.
- 15.2 Full details about how we collect, process and share personal information can be found at www.motability.co.uk/utilities/privacy-notice/.
- 15.3 Full details about how Motability collects, processes and shares personal information can be found in Motability's Privacy Policy included in the Customer Acceptance Letter.
- 15.2 We will also share, as necessary, personal information about you, the Disabled Person (if you are not the Disabled Person) with our Scheme Partners in connection with this Agreement. Many of our Scheme Partners, including the insurer of the Policy, will act as controllers when processing that personal information. Full details about how our insurer collects, processes and shares personal information in connection with the Policy can be found at u-k-insurance.co.uk/directline-motability.html.

16. Other important terms

This section includes other important terms, including about changing address, our rights to relax the agreement, appoint people to represent us and to transfer the agreement to someone else. It also sets out the law applicable to the contract and which courts can hear a dispute about it.

- 16.1 You must promptly notify us, our insurer and the relevant Payment Agency if you or (where applicable) the Disabled Person changes address.
- 16.2 If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking of this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Scheme Product, we can still require you to make the payment at a later date.
- 16.3 We may nominate any person as our agent for any purpose in respect of our rights and obligations under this Agreement but this will not affect our responsibility to you.
- 16.4 We may transfer our rights and obligations under this Agreement to another organisation. This will not affect your rights under the Agreement.
- 16.5 This Agreement is between you and us, and no other person(s), other than the Disabled Person (if different to the Hirer) will have any rights to enforce any of its terms.
- 16.6 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17. Complaints

This section provides details of how you can raise a complaint with us and your rights if this is not resolved to your satisfaction within 8 weeks of the date of your complaint.

- 17.1 If you have a complaint about this Agreement or the Product, you can contact us on **0300 456 4566, by email at correspondence2@motabilityoperations.co.uk, by post to our registered address or via our website at www.motability.co.uk/getsupport.**
- 17.2 If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute provider we use. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to attend court. Please let us know on the contact details provided above if this is something you wish to consider further. We can then provide you with the details.
- 17.3 Where you remain dissatisfied with the outcome of a complaint made to us or 8 weeks has elapsed since the date of your complaint, you have the right to refer such complaint to the **Financial Ombudsman Service (the "FOS") at Exchange Tower London E14 9SR or telephone them on 020 7964 1000 or email complaint.info@financial-ombudsman.org.uk**. The FOS's website address is **www.financial-ombudsman.org.uk**.

18. How we are regulated

This section sets out how we are authorised and regulated. You can find out more about the Financial Conduct Authority at www.FCA.org.uk and you can view our details on the FCA register at register.FCA.org.uk

- 18.1 Motability Operations Limited is authorised and regulated by the Financial Conduct Authority with registration number 735390. The Financial Conduct Authority is located at 12 Endeavour Square, London E20 1JN and is the supervisory authority of consumer hire agreements.

For more information:

Telephone **0300 456 4566** or visit **[motability.co.uk](https://www.motability.co.uk)**
Minicom users can call **0300 037 0100**

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