



Motability
The leading car scheme for disabled people

Contract Hire Agreement Terms and Conditions

For your Motability car

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1. Definitions

This booklet sets out the Terms and Conditions of your Contract Hire Agreement with Motability Operations. To help you understand some of these conditions we have given definitions for some common terms below.

In this Agreement:

- 1.1 “Accident Manager” means an agent chosen by us to represent us in relation to our duties as to Loss and Damage Protection.
- 1.2 “Agreement” means these terms and conditions and the agreement into which these terms and conditions are incorporated;
- 1.3 “Allowance” mean the higher rate mobility component of the disability living allowance (or any such other component or allowance as may replace it) payable under Section 73 of the Social Security Contributions and Benefits Act 1992 or, where you (or the Disabled Person) live in Northern Ireland, Section 73 of the Social Security Contributions and Benefits (Northern Ireland) Act 1992) or the allowance payable under Article 26A of the Naval, Military and Air Forces etc (Disablement and Death) Service Pensions Order 1983 (as amended) or Article 25A of the Personal Injuries (Civilians) Scheme 1983 (in any case, as may be replaced or re-enacted from time to time), or the enhanced rate mobility component of the Personal Independence Payment (or any such other component or allowance as may replace it) payable under Section 77(2)(b) of the Welfare Reform Act 2012 or the Armed Forces Independence Payment (or such other component or allowance as may replace it) payable under Article 24A of the Armed Forces and Reserves (Compensation Scheme) Order 2011;
- 1.4 “Breakdown” means that the Vehicle cannot be used or safely driven as a result of a mechanical or electric failure, loss or damage;
- 1.5 “British Isles” means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and includes journeys by water, air or rail within or between any of these areas;
- 1.6 “Certificate of Motor Insurance” means the document given to you, in accordance with Clause 5.1 of this Agreement, in respect of the Vehicle which proves that the insurance cover is in force as required by road traffic laws;
- 1.7 “Disabled Person” means the person specified as such in this Agreement or, if no person is specified, the Hirer;
- 1.8 “Driver” means a person shown on the Certificate of Motor Insurance as being entitled to drive the Vehicle and who has your permission to drive it;
- 1.9 “In-Car Equipment” means a radio, cassette, compact disc player or other audio equipment, a phone or other communication equipment, navigation equipment, television or other visual entertainment equipment; including video cassette recorders, DVD players and games consoles, electronic information, communication or entertainment equipment. The equipment must be permanently fitted in the Vehicle and must have been supplied with it as standard by the manufacturer or dealer;
- 1.10 “Incorrect Fuel” means diesel which has been put into a petrol engine car, or petrol which has been put into a diesel engine car;
- 1.11 “Key(s)” means any device(s) used for starting your Vehicle or using its locking mechanism or immobiliser;
- 1.12 “Loss and Damage Excess” means the amounts shown in Clause 9, which you will have to pay in respect of any one incident of loss or damage, such amounts being subject to variation under Clause 4.3;
- 1.13 “Loss and Damage Protection” means the protection against loss and damage and loss of use provided by us in respect of the Vehicle on the terms set out in Clauses 5 to 9 (inclusive) of this Agreement as amended or replaced from time to time in accordance with Clause 4.4;
- 1.14 “Market Value” means the cost of a vehicle of the same make, model specification, mileage and age, and which is in the same condition as the Vehicle was immediately before the loss or damage which is being claimed.

1. Definitions (continued)

- 1.15 “Medical Emergency” means a sudden illness or worsening of illness or condition, which necessitates immediate attention by a qualified doctor, or admittance to a hospital as an in-patient or outpatient;
- 1.16 “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;
- 1.17 “Relevant Person” means you, any other Driver, any passenger whom a Driver allows into the Vehicle and any person using (but not driving) the Vehicle with your permission;
- 1.18 “Replacement Vehicle” means any vehicle provided by or on behalf of us to you in temporary replacement of the Vehicle to provide continuous mobility under this Agreement;
- 1.19 “Service Agent” means a dealer which provides vehicle servicing and maintenance services and which is accredited by us for the supply of such services at the date such servicing or maintenance of the Vehicle is undertaken;
- 1.20 “Territorial Limits” means the British Isles, any country which is a member of the European Union, Iceland, Liechtenstein, Norway and Switzerland. The Territorial Limits also include journeys by water, rail or air between or within any of these countries, as long as the Vehicle or Replacement Vehicle is transported by a commercial carrier, and, if transported by water, the route taken does not last more than 65 hours under normal circumstances;
- 1.21 “Total Allowance or T/A” means the aggregate of the Allowance payable to the Hirer (or Disabled Person) in each Rental Period;
- 1.22 “Vehicle” means the Vehicle specified on the first page of this Agreement and includes adaptations, any In-Car Equipment and tools which were supplied with the Vehicle;
- 1.23 “Windscreen Excess” means the excess amount shown in clause 9, which you will have to pay in respect of the any one incident of the replacement of any windscreen, window or glass sunroof, such amount being subject to variation under clause 4.3.

2. Payments

- 2.1 On the day you sign this Agreement you will pay the Total Advance Rental Payment (if any) less any contribution from Motability made to you to the supplying dealer to enable you to enter into this Agreement. You will be responsible for ensuring that such contribution is paid to the supplying dealer.
- 2.2 You will pay to us the Rental Instalments on the last day of each Rental Period. 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 from the Department for Work and Pensions, Veterans UK or, if you live in Northern Ireland, the Social Security Agency in Northern Ireland (as the case may be).
- 2.3 Where specified in this Agreement, 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 Instalment specified in this Agreement.
- 2.4 When requested to do so, you will pay to us Excess Mileage Payments together with any applicable Value Added Tax. Excess Mileage Payments will be calculated by us and payable by you at certain times that the Vehicle is inspected during the Minimum Hire Term or Maximum Hire Term and on termination of this

2. Payments *(continued)*

Agreement (for whatever reason). Any Excess Mileage Payments will be calculated by comparing the actual mileage at the date of inspection to a time-apportioned basis of the annual levels indicated in this Agreement. If you have made an Excess Mileage Payment during the Hire Term based on the then actual mileage and, at a subsequent inspection, the Excess Mileage Payment you would be required

to make based on the subsequent actual mileage is less than the amounts you have previously paid (taking account of any previous refunds) we will refund the difference to you.

- 2.5 You must ensure that all payments due to us under this Agreement are made on time and must notify us if you or the Disabled Person (as the case may be) cease to be entitled to receive or deal with the Allowance.

// Use and Maintenance of the Vehicle or Replacement Vehicle

3. Use of the Vehicle

- 3.1 You must ensure that the Vehicle or Replacement Vehicle is used properly and only for the purpose for which it was designed. You must not use or permit the Vehicle to be used for any unlawful or immoral purpose or in contravention of any statute, statutory instrument, regulation or order. The Vehicle or Replacement Vehicle may only be driven by Drivers and may only be used by or for the benefit of the Disabled Person. We reserve the right to install a vehicle telematics device in the Vehicle to track the location and use of the Vehicle and to monitor Driver behaviour.
- 3.2 You must keep the Vehicle or Replacement Vehicle under your control and not part with possession of the Vehicle nor sell, lease or lend the Vehicle or Replacement Vehicle or allow any other right to be created over the Vehicle or Replacement Vehicle. You must tell us immediately if you or any Driver change address or change the place at which the Vehicle is kept.
- 3.3 To avoid abuse of the Scheme we have strict qualification criteria for Drivers, which include the following:
 - 3.3.1 each Driver must live within five miles of the Disabled Person's home;
 - 3.3.2 each Driver under the age of 21 must live with the Disabled Person; and
 - 3.3.3 Drivers under the age of 25 are only allowed to drive Vehicles and Replacement Vehicles in ABI Insurance Group 16 or lower and which also have a power output of 115BHP or less.
- 3.4 The criteria as set out in clause 3.3 above shall not apply in the event that we have expressly agreed otherwise.
- 3.5 At the time an application is made to make a person a Driver we will ask a series of questions to establish whether or not the person meets the qualification criteria. If a Driver does not meet the qualification criteria at any time (either because false information is given about the Driver or because his/her circumstances change which means the Driver ceases to meet the qualification criteria) then this will have serious consequences for you and the Drivers (please read the rest of this Agreement for details). It is therefore important that you make each Driver aware of the significance of the qualification criteria and that you ensure that each Driver meets those criteria at all times during the term of this Agreement. Please note that you are responsible to us for ensuring that Drivers do

3. Use of the Vehicle *(continued)*

- not give us false information and tell us of any relevant changes to their circumstances.
- 3.6 If you propose to modify or adapt the Vehicle or Replacement Vehicle, 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 this prior written consent.
- 3.7 You must not use or permit anyone else to use the Vehicle or Replacement Vehicle for business purposes (including, without limitation, as a taxi or mini-cab) in connection with a motor trade or motor sport or in any way that would contravene or invalidate any term or condition of this Agreement or the insurance policy in respect of the Vehicle or Replacement Vehicle.
- 3.8 You may not take or permit anyone else to take the Vehicle outside the United Kingdom for more than 90 days in any 12 month period, nor outside the European Union for any 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.
- 3.9 You will be responsible for the payment of all licences, except for road fund licences where you have an exemption certificate, fees, duties, parking charges, fines, congestion charges and other outgoings in respect of the Vehicle.

4. Loss or Damage

- 4.1 Your and our respective obligations in relation to loss or damage to the Vehicle are governed by the terms and conditions which arise under the Loss and Damage Protection, as set out in clauses 5 to 10 below.
- 4.2 You will be required to bear the Loss and Damage Excess in relation to any application to make good loss or damage to the Vehicle or the Windscreen Excess in relation to the application to replace any window, windscreen or glass sunroof of the Vehicle.
- 4.3 We reserve the right to change the level of the Loss and Damage Excesses or Windscreen Excess applicable by notice to you in writing from time to time in the light of claims experience or market conditions.
- 4.4 We may change the terms and conditions applicable to the Loss and Damage Protection from time to time by giving you 14 days written notice of the applicable changes. We may also make arrangements for a third party to provide equivalent replacement cover to the Loss and Damage Protection, and in that event our obligations under the Loss and Damage Protection shall cease to apply. The extent of cover provided by the Loss and Damage Protection (or equivalent protection provided by a third party on our behalf) will at all times be not materially different to those at the date of this Agreement.

// Loss and Damage Protection

5. Loss and Damage Protection

- 5.1 We will be responsible (subject to the remainder of this Clause 5 and Clauses 6 and 8) for repairing any loss of or damage to:
 - 5.1.1 the Vehicle;
 - 5.1.2 the Vehicle's In-Car Equipment;
 - 5.1.3 the Vehicle's windscreen, windows or glass sunroof; or
 - 5.1.4 replacement locks, lock mechanisms or Key(s) when the Key(s) to the Vehicle have been stolen in the British Isles or the Republic of Ireland.
- 5.2 We will not be responsible for the following:
 - 5.2.1 loss or damage to the Vehicle to the extent that it arises from a breach of this Agreement;
 - 5.2.2 the cost of any repair up to the amount of the Loss and Damage Excesses or Windscreen Excess (which you will be liable to pay to us, if applicable), although these Excesses do not apply to:
 - (a) the repair (but not replacement) of windscreens or;
 - (b) loss and damage occurring when the Vehicle is in the care of a garage or similar motor trade organisation for servicing or repair or maintenance or testing; or
 - (c) loss or damage occurring when the Vehicle is in the care of a hotel or restaurant or similar organisation solely for the purpose of parking;
 - 5.2.3 loss or damage to trim and upholstery in the Vehicle, unless this arises from an incident which requires bodywork repair and/or mechanical repair to the Vehicle;
 - 5.2.4 loss of value of the Vehicle;
 - 5.2.5 wear and tear (except tyres);
 - 5.2.6 mechanical, electronic, computer and electrical failure or breakdown unless as a result of rodent damage to electrical wiring;
 - 5.2.7 damage to tyres caused by braking, punctures, cuts or bursts;
 - 5.2.8 loss or damage caused by deception;
 - 5.2.9 loss or damage to any property which does not belong to us;
 - 5.2.10 loss or damage arising from theft, attempted theft or taking without consent if the Key(s) for the Vehicle is/ are left in, on or about the Vehicle while it is unattended or unoccupied and:
 - (a) the Vehicle is left unlocked; or
 - (b) the windows or glass sunroof of the Vehicle are left open.
 - 5.2.11 loss or damage resulting from the Vehicle being taken or arising when the Vehicle has been taken, without your permission by:
 - (a) a member of the family of you or any Driver;
 - (b) a girlfriend or boyfriend of you or any Driver; or
 - (c) anyone who normally lives with you or any Driver unless such a person has been reported to the police for the purpose of a criminal prosecution and no subsequent statement is made indicating that such a person did in fact have your permission; or
 - 5.2.12 loss or damage to Key(s).
 - 5.2.13 loss or damage caused by the use of red diesel, bio fuels or any other alternative fuel unless agreed by us.
- 5.3 If we are not responsible for any loss of or damage to the Vehicle, then you are responsible for making good that loss and repairing that damage.
- 5.4 The maximum amount we will spend on carrying out repairs to the Vehicle is the Market Value for the Vehicle. If the cost of carrying out the repairs is greater than that amount, we may terminate this Agreement

5. Loss and Damage Protection *(continued)*

- (as described in Clause 14). In that case, if we agree, you may enter into a new Agreement with us.
- 5.5 If we are responsible for the loss of or damage to the Vehicle, we will repair the damage or replace the Vehicle, subject to the following:
- 5.5.1 we may decide to use suitable parts or accessories which are not supplied by the original manufacturer;
- 5.5.2 if the Vehicle is lost and never found or if it is damaged and cannot be repaired for a reasonable cost, we may terminate this Agreement (as described in Clause 14). In that case, if we agree, you may enter into a new Agreement with us.
- 5.6 If we are responsible for loss of or damage to the Vehicle and the loss or damage relates to the Vehicle's In-Car Equipment, we will:
- 5.6.1 pay for the damage to be repaired (if repairs can be carried out for a reasonable cost); or
- 5.6.2 if repairs cannot be carried out for a reasonable cost, or if the item is lost and never found, we will arrange replacement with an item of similar quality and value.
- 5.7 We are not responsible for loss of or damage to any adaptations or modifications to the Vehicle (including those which are needed so that the Vehicle can be used by you or the Disabled Person) and loss of or damage to any Replacement Vehicle.
- 5.8 If Incorrect Fuel is accidentally put into the Vehicle, we will pay for the costs of:
- 5.8.1 draining the Incorrect Fuel and cleansing the fuel tank; and
- 5.8.2 rectifying any subsequently damage inadvertently caused to the Vehicle through it being driven or moved following insertion of the Incorrect Fuel.
- 5.9 We shall not be liable for reimbursing you for the cost of the Incorrect Fuel or for damage caused by the driving or moving of the Vehicle by anyone having knowledge that the Vehicle has been incorrectly fueled.
- 5.10 If we are responsible for loss of or damage to the Vehicle, we will pay the reasonable costs of:
- 5.10.1 recovering, protecting and storing the Vehicle;
- 5.10.2 taking the Vehicle to the nearest repairer if it cannot be driven; and
- 5.10.3 delivering the Vehicle to an appropriate address in the British Isles after it has been repaired.
- 5.11 Loss and Damage Protection will be available whenever the Vehicle is taken to a country within the Territorial Limits (outside the British Isles and the Republic of Ireland), provided that the total length of any visit or the total length of all visits during any 12 month period is no more than 90 days.
- 5.12 If the Vehicle is lost or damaged abroad, we will pay customs duty for it to be stored or repaired as long as:
- 5.12.1 we are responsible under this Agreement for that loss or damage; and
- 5.12.2 the Vehicle is in a country within the Territorial Limits.

6. Conditions of Loss and Damage Cover

- 6.1 You must inform the Accident Manager immediately about any incident or legal proceedings which may lead to us being responsible for repairs under the Loss and Damage Protection and must cooperate with any investigations that may arise out of the incident. The Accident Manager may ask you to provide all the details in writing

6. Conditions of Loss and Damage Cover

- together with any evidence which the Accident Manager may need.
- 6.2 If there has been a theft, attempted theft, or taking without your consent of the Vehicle, you must also tell the police immediately and obtain a crime reference number which relates to that theft, attempted theft or taking without consent.
- 6.3 If you receive any writ, summons or other legal documents or letters relevant to the Vehicle then they must be sent to the Accident Manager immediately. Correspondence must not be answered without the Accident Manager's written permission. Permission will not be refused without a good reason.
- 6.4 You must cooperate and give the Accident Manager whatever help and information it asks for and must not admit or deny a claim brought against you relating to the Vehicle or negotiate or promise to pay a claim brought against you relating to the Vehicle without the Accident Manager's written permission. The Accident Manager will not refuse permission without a good reason.
- 6.5 We will not be responsible for loss of or damage to the Vehicle if you or another Relevant Person:
- 6.5.1 makes a false claim that the Loss and Damage Protection applies or deliberately exaggerates a claim that the Loss and Damage Protection applies;
 - 6.5.2 sends us and/or the Accident Manager a false declaration or statement to support a claim that the Loss and Damage Protection applies; or
 - 6.5.3 sends us and/or the Accident Manager any other false or invalid document to support a claim that the Loss and Damage Protection applies.
- 6.6 With the exception of 6.6.2, 6.6.5, 6.6.6 and 6.6.7 where immediate notification is required, you or any Driver must tell the Accident Manager within 30 days (or the end of the Minimum Hire Term (or Maximum Hire Term if applicable) whichever is the sooner) about any change in circumstances which could affect our liability under the Loss and Damage Protection. For example, the Accident Manager must be told if any of the following happens:
- 6.6.1 if you or any Driver has been convicted of any motoring offence;
 - 6.6.2 if the persons you require to drive the Vehicle change;
 - 6.6.3 if you or any Driver changes their address;
 - 6.6.4 if any modifications are made to the Vehicle;
 - 6.6.5 if you or any Driver intend to use the Vehicle for a use not shown in the Certificate of Motor Insurance; or
 - 6.6.6 if any Driver has been advised by a medical practitioner not to drive; or
 - 6.6.7 if any Driver has had their driving licence revoked or withdrawn by the DVLA.
- This is not a full list. If you or a Driver are not sure whether to report any change, please speak to the Accident Manager. If the Accident Manager is not told about anything which is relevant, we may not be responsible for any loss of or damage to the Vehicle which we may otherwise be responsible for, and will hold you responsible instead.
- 6.7 You and any Driver must do everything possible to prevent loss or damage, must keep the Vehicle in good condition and must take reasonable precautions to prevent accidents.
- 6.8 We or the Accident Manager must be able to inspect the Vehicle at all reasonable times.
- 6.9 If there is any loss or damage which we may be responsible for under the Loss and Damage Protection, you will (and will use reasonable efforts to ensure that any Relevant Person will) take any steps we or the Accident Manager might reasonably expect you or them to take in connection with any incident giving rise to the loss or damage. You must also be prepared to allow us or the Accident Manager to act in your name and take any steps we feel are necessary to protect your rights. This may mean that we, or the Accident

6. Conditions of Loss and Damage Cover

- Manager, will defend or settle any legal claims in your (or a Relevant Person's) name. If we, or the Accident Manager, do this, we will pay any costs and expenses involved as the case may be.
- 6.10 Loss and Damage Protection will be available if you or any Driver accepts payment from passengers in the Vehicle as part of a car-sharing agreement, but only as long as:
- 6.10.1 the Vehicle is not designed to carry more than eight passengers and a Driver;
 - 6.10.2 passengers are not being carried as part of a business of carrying passengers; and
 - 6.10.3 you or any Driver do not make a profit from the total payments received for the journey.

7. Loss of Use

- 7.1 Following a Breakdown of the Vehicle in the British Isles, we will (subject to the limits in this Clause 7) refund to you those parts of the Rental Payments which were paid to us and relate to the period when the Vehicle was subject to that Breakdown, except that:
- 7.1.1 we will not make any refund in respect of the first week immediately following the date of discovery of the Breakdown;
 - 7.1.2 we will not make any refund in respect of any period when you have been supplied with a Replacement Vehicle; and
 - 7.1.3 we will not make any refund in respect of any period after the termination of this Agreement.
- 7.2 We will not make any refund of Rental Instalments for a Breakdown which happens:
- 7.2.1 because of deliberate damage, neglect or misuse of the Vehicle;
 - 7.2.2 because of the fitting of any modifications, replacement or experimental parts which the manufacturer does not approve of;
 - 7.2.3 because of freak weather conditions or frost damage (unless adequate precautions are taken);
 - 7.2.4 because of or during use of the Vehicle outside the British Isles; or
 - 7.2.5 because of or in connection with any event or situation described in Clause 8.
- 7.3 If a refund is payable, we will make one refund payment at the end of the period of the Breakdown, unless we agree something different.

8. Exclusions

- 8.1 Loss and Damage Protection will not be available (and instead you will be responsible for) any loss or damage which occurs when the Vehicle is:
- 8.1.1 used by you, a Driver or with your permission by someone else for a use which is not covered by the Certificate of Motor Insurance;
 - 8.1.2 driven, used or is in the custody or control of someone who is not shown as allowed to drive on the Certificate of Motor Insurance;
 - 8.1.3 driven, used or is in the custody or control of someone who does not have

8. Exclusions (continued)

- a valid licence unless he or she has held one and is not disqualified from obtaining one; or
 - 8.1.4 driven, used or is in the custody or control of someone who does not meet the conditions of their driving licence, except as required by road traffic laws.
- 8.2 The exclusions in Clause 8.1 do not apply if the Vehicle is:
 - 8.2.1 in the care of a garage or similar motor trade organisation for servicing, maintenance, repair or testing;
 - 8.2.2 in the care of a hotel, restaurant or similar organisation for the purpose of parking;
 - 8.2.3 necessarily being used or driven as a result of a Medical Emergency affecting you; or
 - 8.2.4 necessarily being used or driven as a result of a failure of an adaptation which renders the Vehicle undrivable by you providing the person holds a valid driving licence to drive the Vehicle.
- 8.3 Loss and Damage Protection will not be available (and instead you will be responsible for) any loss or damage caused by:
 - 8.3.1 ionising radiation or radioactive contamination from nuclear fuel or nuclear waste from burning nuclear fuel;
 - 8.3.2 the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
 - 8.3.3 war, riot, revolution or any similar event, except as required under road traffic laws;
 - 8.3.4 riot and civil unrest outside England, Scotland, Wales, the Isle of Man or the Channel Islands;
 - 8.3.5 pollution or contamination unless the pollution or contamination is the direct result of a single incident which happens during the term of this Agreement and which is sudden, identifiable, unintended and unexpected and, for this purpose, all pollution caused by one incident will be considered to have happened at the time the incident took place; or
- 8.3.6 pressure waves from aircraft and other flying objects traveling at or above the speed of sound
- 8.3.7 the Vehicle being used:
 - (a) in a rally;
 - (b) in a competition;
 - (c) in a motor trial;
 - (d) on a racetrack;
 - (e) on a circuit; or
 - (f) on a prepared course.

The provisions of this clause 8.3.7 do not apply to events organised to encourage road safety, or to treasure hunts where the event is organised for the benefit of the charity Motability.
- 8.3.8 a deliberate act caused by any Relevant Person; or
- 8.3.9 any government, public or local authority legally removing, keeping or destroying the Vehicle; or
- 8.4 None of the Loss and Damage Protection (as set out in Clause 5 above), the loss of use benefits (as set out in Clause 7 above) or the insurance benefits (set out in Clause 10 below) will be available if:
 - 8.4.1 any part of your application for hiring the Vehicle is materially false or misleading; or
 - 8.4.2 if you or any Driver have not told us about any change in circumstances which could affect our liability. This could include not telling the Accident Manager if:
 - (a) you or any Driver has been convicted of any motoring offence;
 - (b) you or any Driver has been involved in any accidents, losses or thefts regardless of whether or not a claim was made;
 - (c) you or any Driver change address;
 - (d) you or any Driver have been advised by a medical practitioner not to

8. Exclusions

- drive;
 - (e) you or any Driver has had their driving licence revoked or withdrawn by the DVLA; or
 - (f) any modifications are made to the Vehicle
- 8.4.3 if you or any Driver has knowingly provided us with information that is materially misleading or false, for example giving false information about where any Driver lives or their date of birth.
- 8.4.4 if as a result of an incident you or any Driver is convicted of driving whilst under the influence of alcohol or drugs, which includes failing to provide a specimen for analysis when required by law.
- 8.4.5 if providing the Loss or Damage Protection or insurance would breach any prohibition or restriction imposed by law or regulation which is imposed during the Minimum or Maximum Hire Term.

9. Loss and Damage Excess

- 9.1 Except when Clause 9.2 applies, if there is loss of or damage to the Vehicle which we are responsible for under this Agreement, you will be liable to pay us the first £100 of our cost in repairing or making good that loss or damage or a £50 in the event that the windscreen, windows or glass sunroof are replaced. This applies each time that loss or damage occurs
- 9.2 If the loss or damage occurs whilst the Vehicle is driven by or in the charge of a young driver the following amounts will replace the amount shown above in 9.1:
* ages 16 – 20 inclusive £500
* ages 21 – 24 inclusive £300.

10. Insurance

- 10.1 We will maintain insurance against third party risks, legal expenses cover and certain other risks under a policy of insurance with a third party provider on your behalf. We will, at our discretion, determine the risks, restrictions, terms and conditions of such insurance and provide details to you. You will be provided with a Certificate of Motor Insurance as proof of cover. You have no right to enforce the policy directly, but we will enforce the policy
- for your benefit as far as practicable. Your statutory rights of enforcement are unaffected.
- 10.2 You will be responsible for any excess charges under the insurance policy as shown on the schedule to the Certificate of Motor Insurance.
- 10.3 You must co-operate fully with the insurers and provide any information reasonably requested by them.

11. Condition, Maintenance and Repairs

- 11.1 You must keep the Vehicle or Replacement Vehicle in good condition (allowing for fair wear and tear). Fair wear and tear has its ordinary and natural meaning.
- 11.2 You must repair any damage and make good any loss relating to the Vehicle, apart from any loss or damage for which we are responsible under the Loss and Damage Protection. You must also observe all recommendations regarding care and maintenance of the Vehicle by the manufacturer of the Vehicle.
- 11.3 If you fail to keep the Vehicle in good condition (allowing for fair wear and tear) you shall be liable to us for the costs incurred in repairing the damage to the Vehicle and/or restoring the Vehicle to a good condition or the difference in the net proceeds of the sale actually realised and the net proceeds of sale we would have realised but for the condition of the Vehicle. The condition of the Vehicle will be determined by us on receipt of the Vehicle condition information, provided by the Service Agent or other such party instructed by us to inspect the Vehicle.
- 11.4 You must also make sure that the Vehicle is regularly maintained (and mechanically repaired if appropriate) and serviced by a Service Agent and take the Vehicle to a Service Agent at such times as may be recommended either by us or by the manufacturer of the Vehicle. The Service Agent 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 Vehicle as recommended by the manufacturer. You will not have to make any additional payment for this routine work.
- 11.5 Throughout the duration of this Agreement, we will replace or arrange for the replacement (free of charge) of any tyres which have become unsafe or unusable.
- 11.6 If requested to do so by us, and on reasonable notice, you will deliver the Vehicle to a Service Agent selected by us, for inspection or for the purpose of carrying out an “MOT” test. Alternatively you will allow us or our selected Service Agent access to your premises to inspect the Vehicle at all reasonable times. The cost of carrying out the “MOT” test and any routine maintenance will be met by us, subject to the terms of this Agreement.
- 11.7 Any mechanical repairs, maintenance or replacements not covered under Clauses 11.2, 11.3 & 11.4 above or by the Loss and Damage Protection will be at your expense. If you want a third party other than a Service Agent to carry out such work on or any repair to the Vehicle, you should ensure that this third party contacts us first for quality accreditation before the work is undertaken.
- 11.8 We may decide (due to the state or condition of the Vehicle or otherwise), to replace the Vehicle with a vehicle of similar make and model in which case the terms of this Agreement shall apply to the replacement vehicle. This does not apply to temporary vehicles provided when the Vehicle has been lost or damaged.

12. Exclusion of Liability

- 12.1 You have chosen the Vehicle and the Vehicle has not been inspected by us. You are entitled to the benefit of all conditions, warranties or other terms relating to the Vehicle given to us by the manufacturer or supplier to the extent we can give them to you. You do, however, have the benefit of the terms of Sections 9, 10, or 11 and 19 to 24 of the Consumer Rights Act 2015, as may be amended from time to time, to the extent that these are applicable. This legislation ensures your right to use the Vehicle without interference from us, that the Vehicle corresponds to any description of it we have given to you, that the Vehicle is fit for the particular purposes for which you tell us it is required and that the Vehicle is of satisfactory quality when it is supplied.
- 12.2 Other than as a result of a breach of the Consumer Rights Act 2015 (as described in clause 12.1 above), we are not obliged to replace the Vehicle, and we shall not be liable to you if the Vehicle becomes unusable for any reason unless it is our fault.
- 12.3 Nothing in the exclusions in this Agreement will reduce your statutory rights relating to faulty goods or goods that do not correspond with their description. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizens' Advice Bureau.

// The end of the Hire Agreement

13. Hire Term and Return of the Vehicle at the end of the Hire Agreement

- 13.1 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 terminating 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 14 and 15, terminate upon expiry of the Maximum Hire Term.
- 13.2 You must promptly return the Vehicle to whom we direct at the end of the Hire Term at your expense together with the Certificate of Motor Insurance, all keys (or equivalent), the handbook, the service record book and, where applicable, a current "MOT" test certificate.

14. Termination by Us

- 14.1 We may terminate this Agreement if at any time:
- 14.1.1 you are in default of any of your obligations under this Agreement, or if you or any Driver have given to us, the Accident Manager or our insurers information which is materially misleading or false; or
 - 14.1.2 you or the Disabled Person (as the case may be) cease to be entitled to receive or deal with an Allowance or if the Department for Work and Pensions, or Veterans UK or, if you live in Northern Ireland, the Social Security Agency in Northern Ireland (as the case may be) do not pay such Allowance to us except where it is our fault; or
 - 14.1.3 a petition for a bankruptcy order against you is presented to the court, or a bankruptcy order is made against you; or
 - 14.1.4 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
 - 14.1.5 the Vehicle or Replacement Vehicle 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
 - 14.1.6 the Vehicle is lost, stolen, destroyed, or if we or our claims agent determine that it is not economic to repair any damage.
- 14.2 In order to terminate this Agreement under Clause 14.1, we will give you not less than 14 days' 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.
- 14.3 At any time after the end of the Minimum Hire Term referred to in this Agreement, we may terminate this Agreement by giving you not less than 14 days' written notice.
- 14.4 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.
- 14.5 If we terminate this Agreement then:
- 14.5.1 you will cease to be in possession of the Vehicle or Replacement Vehicle with our permission;
 - 14.5.2 we will be entitled to take possession of the Vehicle or Replacement Vehicle;
 - 14.5.3 you must immediately return the Vehicle or Replacement Vehicle to a place directed by us together with where applicable the Certificate of Motor Insurance, all keys (or equivalent) and the current "MOT" test certificate in respect of the Vehicle or Replacement Vehicle (if applicable);
 - 14.5.4 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;
 - 14.5.5 if the termination is prior to the expiry of the Minimum Hire Term, we will try to sell the Vehicle and, when we do, you will pay to us a sum equal to the amount (if any) by which (a) the net proceeds of sale of the Vehicle are less than (b) the aggregate of all future Rental Instalments for the remainder of the Minimum Hire Term from the date of termination plus the Original Estimated Residual Value of the Vehicle applicable at the date of commencement of the Term (as determined by us) (the future Rental Instalments and original estimated value being discounted for early receipt at the then current base lending rate of Barclays Bank PLC); and
 - 14.5.6 you will also be responsible for any reasonable costs and expenses incurred by us in recovery and, pending any sale of the Vehicle, storage of the Vehicle, including, but not limited to, solicitor's fees, agent's fees and towing and storage charges.

14. Termination by Us *(continued)*

14.6 If we repossess the Vehicle and it contains property owned by you or someone else we will write to you. You must then collect it within twenty one days. 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. If you do not own the property, you will be responsible for any claim made against us by the owner. We will pay to you the sale price, less any amounts payable by you under this Agreement.

15. Termination by You

15.1 You may terminate this Agreement if:

15.1.1 at any time we are in default of any of our obligations under this Agreement; or

15.1.2 you or the Disabled Person (as the case may be) cease to be entitled to receive or deal with an Allowance; or

15.1.3 you request that this Agreement be terminated and we (in our sole discretion) agree to such termination either in writing or verbally.

15.2 In order to terminate this Agreement under Clause 15.1 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.

15.3 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.

15.4 In the event of termination by you:

15.4.1 you must return the Vehicle to a place directed by us, together with where applicable the Certificate of Motor Insurance, all keys (or equivalent), the handbook, the service record book and the current "MOT" test certificate in respect of the Vehicle;

15.4.2 you must pay to us an administration fee of £250.00;

15.4.3 you must pay to us any amounts payable under this Agreement (including, but not limited to, any Excess Mileage Payment, any insurance policy excess, any unpaid Loss and Damage

Excess and any amounts in respect of repairs to the Vehicle and reinstating the Vehicle following modifications or adaptations);

15.4.4 you will continue to be liable 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;

15.4.5 if the termination is prior to the expiry of the Minimum Hire Term, we will try to sell the Vehicle and, when we do, you will pay to us a sum equal to the amount (if any) by which (a) the net proceeds of sale of the Vehicle are less than (b) the aggregate of all future Rental Instalments for the remainder of the Minimum Hire Term from the date of termination plus the Original Estimated Residual Value of the Vehicle applicable at the date of commencement of their Term (as determined by us) (the future Rental Instalments and original estimated value being discounted for early receipt at the then current base lending rate of Barclays Bank PLC); and

15.4.6 pending any sale of the Vehicle, you will be responsible for and pay to us any costs and expenses incurred by us in respect of the storage of the Vehicle. We may, at our discretion, waive the payment of all or part of the sum due in appropriate circumstances.

16. Default Interest

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 per cent per annum above the base lending rate of Barclays Bank PLC

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.

17. Personal Information

17.1 We and Motability are data controllers of the information which we collect about you in connection with this Agreement. The information we collect about you is made up from the details you and others give to us during your relationship with us and includes information about this Agreement, from your subsequent communications and instructions, and other information we gain from managing this Agreement. We and Motability will use this information for the following purposes:

- 17.1.1 to let you the vehicle and provide you with the services in relation to that vehicle set out in this Agreement, including facilitating the handback of the Vehicle or Replacement Vehicle and information on obtaining a further vehicle on the Scheme;
- 17.1.2 to comply with legal and regulatory requirements;
- 17.1.3 to carry out credit checks, to detect, investigate and prevent fraud and to trace debtors;
- 17.1.4 for internal analysis and research; and
- 17.1.5 to contact you by post, phone, electronic communications or other permitted means with details of news items and changes to and developments within the Scheme, as well as additional products and services which may be of interest to you. You can tell us at any time if you would prefer not to receive such direct marketing. We and Motability use agents and service providers to collect, hold and process on our behalf your

personal information for the above purposes. These agents and service providers include the manufacturer of your Vehicle, the dealer that supplies the Vehicle, any Service Agent and the Accident Manager.

17.2 We and Motability may disclose your personal information to:

- 17.2.1 our agents and service providers for the purposes set out in Clause 17.1.1 and Clause 17.1.2;
- 17.2.2 credit reference agencies, the police, Government departments and agencies for the purposes set out in Clause 17.1.3;
- 17.2.3 any person for the purposes set out in Clause 17.1.2; and
- 17.2.4 any person, service provider or other third party for the purposes set out in Clause 17.1.4.

17.3 Our insurer is a data controller of the information which it collects or receives about you in connection with the insurance cover provided by it under this Agreement. The information it collects about you is made up from the details you and others give to it during your relationship with us and includes information about this Agreement, from your subsequent requests and instructions, and other information it gains from managing the insurance cover. Our insurer will use this information for the following purposes:

- 17.3.1 to administer the insurance cover provided to you as referred to in Clause 5 to 10 of this Agreement;
- 17.3.2 to comply with legal and regulatory requirements;

17. Personal Information *(continued)*

- 17.3.3 to detect, investigate and prevent fraud;
 - 17.3.4 for internal analysis and research. Our insurer uses agents and service providers to collect, hold and process on its behalf your personal information for the above purposes; and
 - 17.3.5 to the DVLA for the purposes of recording such information on the vehicle record, which vehicle record may subsequently be disclosed electronically to us for administrative purposes.
- 17.4 Our insurer may disclose your personal information to:
- 17.4.1 its agents and service providers for the purposes set out in Clause 17.3;
 - 17.4.2 the police, Government departments and agencies for the purposes set out in Clause 17.3.3; and
 - 17.4.3 any person for the purposes set out in Clause 17.3.2.
- 17.5 Each of Motability, our insurer and us will take appropriate steps to help prevent the loss, misuse or unauthorised disclosure of the information it collects about you and will try, with your help, to keep such information accurate and up to date.
- 17.6 You have the right to ask for a copy of the information we, Motability and our insurer hold about you (for which a fee may be charged). If you find at any time that any of the information we, Motability or our insurer hold about you is incorrect then you should notify us, Motability or our insurer (as applicable) and we, Motability or our insurer (as applicable) will correct the inaccuracy.

18. Your Responsibility for Our Expenses

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 Vehicle unless it was our fault.

19. General

- 19.1 You must promptly notify us, the insurers and the Department for Work and Pensions or Veterans UK or, if you live in Northern Ireland, the Social Security Agency in Northern Ireland (as the case may be) if you or (where applicable) the Disabled Person changes address.
- 19.2 No delay by us in enforcing any of the terms and conditions of this Agreement, shall affect our rights under this Agreement, nor shall any waiver of a breach operate as a waiver of any subsequent or continuing breach.
- 19.3 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 liability to you.
- 19.4 We may assign or transfer our rights and obligations under this Agreement to any person. Your rights and obligations are personal to you and cannot be assigned or transferred.
- 19.5 We may vary the terms of this Agreement to reflect any changes in our procedures or arrangements with respect to our vehicles generally or where reasonably required due to a change in applicable law. Any such variation will be notified to you in writing and will not take effect until at least 7 days after that notice is given to you.
- 19.6 No person other than you and us will be entitled to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 19.7 This Agreement shall be governed by and construed in accordance with English law (or, if your address is in Scotland, in accordance with Scottish law).
- 19.8 Where you remain dissatisfied with the outcome of a complaint made to us, you have the right to refer such complaint to the Financial Ombudsman Service (the "FOS"). The FOS's website address is www.financial-ombudsman.org.uk.



Motability

The leading car scheme for disabled people

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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