

# **Contract Hire Agreement Terms and Conditions**

For scooters and  
powered wheelchairs

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**These are the terms and conditions on which we agree to lease the Product to you and to provide the related services.**

**Please read these terms carefully. These terms, together with the Pre Contract Information and the Hire Agreement tell you who we are, how we will provide products and 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 please contact us to discuss.**

# 1. Definitions

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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 “Adaptations” means any accessories and tools which are supplied with the Product by the Dealer and are required to enable the Disabled Person to use the Product and are permanently fitted to the Product.
- 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, or
  - war pensioners mobility supplement; or
  - enhanced rate mobility component of the Personal Independence Payment; or
  - the Armed Forces Independence Payment; or
  - higher rate mobility component of the Child Disability Payment; orsuch other allowance or supplement that may replace it, payable under the provisions of the applicable legislation, and as set out in your Certificate of entitlement issued by the Department for Work and Pensions, Veterans UK or Social Security Scotland.
- 1.5 “Alternative Product” means any Product provided by or on behalf of us to you in temporary replacement of the Product to provide continuous mobility under this Agreement including Adaptations.
- 1.6 “Breakdown” means that the Product cannot be used or safely driven as a result of a mechanical or electrical failure, loss or other damage.
- 1.7 “Breakdown Cover” means the roadside assistance services provided in the event of a Breakdown;
- 1.8 “British Isles” means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and includes journeys by water or rail within or directly between those areas.
- 1.9 “Dealer” means a dealer who is instructed by us to provide the servicing and maintenance of the Product.
- 1.10 “Disabled Person” means the person specified as such in this Agreement or, if no person is specified, the Hirer.
- 1.11 “Hire Agreement” means the terms set out at the start of this Agreement describing the basis upon which you hire the Product as required under the Consumer Credit Act 1974.
- 1.12 “Keys(s)” means any device(s) (or equivalent) used for starting the Product or Alternative Product or using any applicable locking mechanism;
- 1.13 “Loss and Damage Excess” means the amount set out in both the Pre Contract Information and Clause 9.1, which you will have to pay in respect of any one incident of loss or damage, such amount being subject to variation under Clause 4.4.
- 1.14 “Loss and Damage Protection” means the protection against loss and damage and loss of use provided by us in respect of the Product on the terms set out in Clauses 5 to 9 (inclusive) of this Agreement as amended or replaced from time to time as referred to in Clause 4.5.
- 1.15 “Market Value” means the cost of a product of the same make, model specification and age, and which is in the same condition as the Product or Alternative Product (as applicable) was immediately before the loss or damage which is being claimed for.
- 1.16 “Modifications” means any change to the standard specification of the Product that renders the Product unsafe for use or which contravenes any legal requirement, in particular but not limited to the Use of Invalid Carriages on Highways Regulations 1988, which regulations detail the upper speed limits of Class 2 and Class 3 scooters and detail where these products may or may not be driven.
- 1.17 “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.
- 1.18 “Product” means the product specified on the first page of the Hire Agreement and includes any Adaptations.
- 1.19 “Territorial Limits” means the British Isles and

## 1. Definitions *(continued)*

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any country which is a member of the European Union, Iceland, Liechtenstein, Norway and Switzerland. The Territorial Limits also include journeys by water or rail between or within any of these countries, provided the Product or Alternative Product is transported

by a commercial carrier, and, if transported by water, the route taken does not last more than 65 hours under normal circumstances.

- 1.20 “Total Allowance or T/A” means the aggregate of the Allowance payable to the Hirer (or Disabled Person) in each Rental Period.

Unless otherwise indicated, references to “we”, “us” and “our” in this Agreement means Motability Operations Limited.

## 2. How this Agreement is formed and how to pay for your Product Hire

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- 2.1 You will be provided with a copy of these terms together with the Pre Contract Information in our letter (the **Customer Acceptance Letter**) to you confirming that your application for a product on the Scheme has been successful. The Customer Acceptance Letter will give you instructions about how to enter into an agreement for your chosen Product, as well as providing your **Personal Identification Number (“PIN”)** that will be used by you to prove you are entitled to receive the Product you will be collecting. To “sign” your Agreement with us, you will need to insert your PIN into the system (as directed by your local dealer), and this will be used in the same way as if you had used a handwritten signature. The Agreement will not be binding with us until you have inserted your PIN into our system at your local dealership.

The price payable by you to lease the Product and to receive the related services will be as described in both the Pre Contract Information and in your Customer Acceptance Letter, and includes the Rental Instalments (see clause 2.2 below). On or before the day you sign this Agreement you will pay the Non Refundable Payment (if any) and the 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 as instructed.

- 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 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 Department for Work and Pensions or Veterans UK or, if you live in Northern Ireland, the Social Security Agency in Northern Ireland or, if you live in Scotland, Social Security Scotland (as the case may be).
- 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 Instalment 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 Department for Work and Pensions or the relevant agency.
- 2.4 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) ceases to be entitled to receive or deal with the Allowance.

# Use and Maintenance of the Product or Alternative Product

## 3. Use of the Product

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- 3.1 You must ensure that the Product or Alternative 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 not use or permit the Product or Alternative Product to be used for any unlawful or immoral purpose or in contravention of any legal requirement, in particular, but not limited to, the Use of Invalid Carriages on Highways Regulations 1988, which regulations detail the upper speed limits of Class 2 and Class 3 scooters and where these may and may not be used. The Product or Alternative Product may only be used by the Disabled Person.
- 3.2 You must keep the Product or Alternative Product under your control and not part with possession of the Product or Alternative Product other than in the ordinary course of its intended use nor sell, lease or lend the Product or Alternative Product or allow any other right to be created over the Product or Alternative 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 or Alternative Product is kept.
- 3.3 You will be responsible for the payment of all fees (including any licence fees that you will be required to obtain yourself), parking charges, fines and other outgoings in respect of the Product or Alternative Product, to the extent that they are payable or become payable during the Hire Term.

## 4. Loss and Damage Protection

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- 4.1 As part of this Agreement we offer Loss and Damage Protection to you in connection with the Product or Alternative Product. Our responsibility to you and your responsibility in relation to loss or damage to the Product or Alternative Product which arises under the Loss and Damage Protection is set out in Clauses 5 to 10 below. Nothing in this section 4 affects your legal rights as described in Clause 13.
- 4.2 Loss and Damage Protection will be available whenever the Product or Alternative Product 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 30 days.
- 4.3 You will be required to bear the Loss and Damage Excess in relation to any application to make good loss or damage to the Product or Alternative Product.
- 4.4 We reserve the right to change the level of the Loss and Damage Excesses applicable by notice to you in writing from time to time in the light of claims experience or market conditions.
- 4.5 We may make minor changes to the terms and conditions applicable to the Loss and Damage Protection from time to time where the same is required to:
- 4.5.1 reflect changes in relevant laws and regulatory requirements; and
  - 4.5.2 to implement minor technical adjustments and improvements to the cover we provide to you;
- in these circumstances, we will provide you with no less than 14 days' written notice of the applicable changes.
- 4.6 If we wish to make other changes to the terms and conditions applicable to the Loss and Damage Protection which mean that they may not be favourable to you, then we will provide you with no less than 30 days' written notice. In these circumstances, you will be entitled

## 4. Loss and Damage Protection (*continued*)

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- to terminate this Agreement and receive an appropriate refund of any sums paid to us.
- 4.7 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.

## 5. Loss and Damage Protection – Our responsibility and what we will cover

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- 5.1 We will be responsible (subject to the remainder of this Clause 5 and Clause 6 for repairing any loss of or damage (excluding purely cosmetic damage) to:
- 5.1.1 the Product;
  - 5.1.2 the Alternative Product;
  - 5.1.3 Adaptations;
  - 5.1.4 replacement Key(s) when the Keys to the Product have been lost or stolen in the British Isles, up to a limit of 3 replacement keys per Hire Term.
- 5.2 If we are responsible for the loss of or damage to the Product or Alternative Product, we will repair the damage or replace the Product, subject to the following:
- 5.2.1 we may decide to use suitable parts or Adaptations which are not supplied by the original manufacturer;
  - 5.2.2 if the Product 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 15.1.6). In that case, if we agree, you may enter into a new Agreement with us.
- 5.3 If we are responsible for loss of or damage to the Product or Alternative Product whilst abroad, we will pay the reasonable costs of:
- 5.3.1 recovering, protecting and storing the Product or Alternative Product;
  - 5.3.2 taking the Product or Alternative Product to the nearest repairer if it cannot be driven; and
  - 5.3.3 delivering the Product or Alternative Product to an appropriate address in the British Isles after it has been repaired.
- 5.4 If the Product or Alternative Product is lost or damaged abroad, we will pay customs duty for it to be stored or repaired as long as:
- 5.4.1 we are responsible under this Agreement for that loss or damage; and
  - 5.4.2 the Product or Alternative Product is in a country within the Territorial Limits.
- 5.5 The maximum amount we will spend on carrying out repairs to the Product or Alternative Product is the Market Value for the Product. If the cost of carrying out the repairs is greater than that amount, we may terminate this Agreement (as described in Clause 15.1.6). In that case, if we agree, you may enter into a new Agreement with us.

## 6. Loss and Damage Protection – What we will not be responsible for (exclusions)

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- 6.1 We will not be responsible for the following:
- 6.1.1 loss or damage to the Product or Alternative Product to the extent that it arises from a breach of this Agreement;
  - 6.1.2 the cost of any repair up to the amount of the Loss and Damage Excesses (which

## 6. Loss and Damage Protection – What we will not be responsible for (exclusions) *(continued)*

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- you will be liable to pay to us, if applicable) although these Excesses do not apply to loss or damage occurring when the Product or Alternative Product is in the care of a Dealer or similar organisation solely for servicing or repair or maintenance or testing;
- 6.1.3 loss or damage to the Product or Alternative Product of a cosmetic nature which does not affect the normal and safe operation of the Product or Alternative Product;
- 6.1.4 loss of value of the Product or Alternative Product;
- 6.1.5 wear and tear (except tyres);
- 6.1.6 mechanical, electronic, electrical or computer failure;
- 6.1.7 damage to tyres caused by braking, punctures, cuts or bursts (this does not however apply to fair wear and tear or faulty manufacture);
- 6.1.8 loss of or damage to the Product or Alternative Product due to atmospheric or climatic conditions, excluding flood;
- 6.1.9 loss or damage caused by deception;
- 6.1.10 loss or damage to any property which does not belong to us, except in the case of Adaptations and the Alternative Product;
- 6.1.11 loss or damage arising from theft, attempted theft or taking of the Product or Alternative Product without consent or by malicious persons if:
- (a) the Keys for the Product or Alternative Product or anything else which replaces a key is left in, on or about the Product or Alternative Product whilst it is left unattended; or
  - (b) the Product or Alternative Product is stored overnight in an unattended motor vehicle, unless such vehicle is locked and secure; or
  - (c) the Product or Alternative Product is left unattended, unless it is locked and secured to an immovable object by an appropriate padlock and chain (or other appropriate security device).
- 6.1.12 loss of or damage to the Product or Alternative Product if the loss and damage occurs outside the Territorial Limits;
- 6.1.13 loss of or damage to the Product or Alternative Product if you:
- (a) make a false claim that the Loss and Damage Protection applies or deliberately exaggerate a claim that the Loss and Damage Protection applies;
  - (b) send us and/or the Accident Manager a false declaration or statement to support a claim that the Loss and Damage Protection applies; or
  - (c) send us and/or the Accident Manager any other false or invalid document to support a claim that the Loss and Damage Protection applies
- 6.1.14 Loss and Damage Protection will not be available (and instead you will be responsible for) any loss or damage which occurs when the Product is:
- (a) used by you or the Disabled Person (where applicable) outside the provisions of any legal requirement, in particular but not limited to the Use of Invalid Carriages on Highways Regulations 1988;
  - (b) taken and/or used with or without your permission by any person, including but not limited to:
    - (i) a member of the family of the Hirer or the Disabled Person;
    - (ii) a spouse, girlfriend or boyfriend of the Hirer or the Disabled Person; and
    - (iii) anyone who normally resides with the Hirer or the Disabled Person.
- 6.1.15 Loss and Damage Protection will not be available (and instead you will be responsible for) any loss or damage caused by:
- (a) ionising radiation or radioactive contamination from nuclear fuel or

## 6. Loss and Damage Protection – What we will not be responsible for (exclusions) *(continued)*

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nuclear waste from burning nuclear fuel;  
(b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;  
(c) war, riot, revolution or any similar event;  
(d) riot and civil unrest outside England, Scotland, Wales, the Isle of Man or the Channel Islands;  
(e) 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  
(f) pressure waves from aircraft and other flying objects traveling at or

above the speed of sound; or  
6.1.16 any government, public or local authority legally removing, keeping or destroying the Product or Alternative Product.  
6.2 None of the Loss and Damage Protection (as set out in Clause 5 above), the loss of use of benefits (as set out in Clause 8 below) or the insurance benefits (set out in Clause 10 below) will be available if:  
6.2.1 any part of your application for hiring the Product or Alternative Product is materially false or misleading; or  
6.2.2 your correspondence with the Accident Manager is materially false or misleading  
6.2.3 if you or the Disabled Person has knowingly provided us with information that is materially misleading or false.  
6.3 If we are not responsible for any loss of or damage to the Product or Alternative Product, then you are responsible for making good that loss and repairing that damage.

## 7. Your obligations under the Loss and Damage Protection

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7.1 You must inform the Accident Manager as soon as reasonably possible about any incident or legal proceedings which may lead to us being responsible for repairs under the Loss and Damage Protection and you 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 together with any evidence which the Accident Manager may need.  
7.2 If there has been a theft, attempted theft, or taking without your consent of the Product or Alternative Product, you must also tell the police within 24 hours and obtain a crime reference number which relates to that theft, attempted theft or taking without consent.  
7.3 If you receive any writ, summons or other legal documents or letters relevant to the Product then they must be sent to the Accident

Manager as soon as reasonably possible. Correspondence must not be answered without the Accident Manager's written permission. Permission will not be refused without a good reason and without undue delay.  
7.4 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 Product or negotiate or promise to pay a claim brought against you relating to the Product without the Accident Manager's written permission. The Accident Manager will not refuse permission without a good reason and without undue delay.  
7.5 With the exception of 7.5.2., the Accident Manager must be told if any of the following happens:  
7.5.1 if you or the Disabled Person (if applicable) changes their address;



## 7. Your obligations under the Loss and Damage Protection *(continued)*

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- 7.5.2 if any modifications are made to the Product;
- 7.5.3 if you or the Disabled Person (if applicable) is involved in any incident whilst using any Product.
- 7.6 You or the Disabled Person (if applicable) must do everything possible to prevent loss or damage, must keep the Product or Alternative Product in good condition and must take reasonable precautions to prevent accidents. Useful information on ensuring you keep your Product in good condition can be found in the Scheme handbook.
- 7.7 We or the Accident Manager must be able to inspect the Product or Alternative Product at all reasonable times.
- 7.8 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 the Disabled Person (if applicable) 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 Manager, will defend or settle any legal claims in your (or the Disabled Person's) name. If we, or the Accident Manager, do this, we will pay any costs and expenses involved as the case may be.

## 8. Loss of Use

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- 8.1 Following a Breakdown of the Product or the Alternative Product in the British Isles, we will (subject to the limits of this Clause 8) refund to you those parts of the Rental Instalments which were paid to us and relate to the period when the Product or Alternative Product was subject to that Breakdown (i.e. to cover you for the time you were unable to use the Product or Alternative Product), except that:
- 8.1.1 we will not make any refund in respect of the first two weeks immediately following the date of discovery of the Breakdown;
- 8.1.2 we will not make any refund in respect of any period when you have been supplied with an Alternative Product; and
- 8.1.3 we will not make any refund in respect of any period after the termination of this Agreement.
- 8.2 We will not make any refund of Rental Instalments for a Breakdown which happens because of or in connection with:
- 8.2.1 deliberate damage, neglect or misuse of the Product;
- 8.2.2 any Modifications made to, or fitted to the Product;
- 8.2.3 the fitting of parts which the manufacturer does not recommend fitting;
- 8.2.4 freak weather conditions or frost damage (unless adequate precautions are taken);
- 8.2.5 use of the Product outside the British Isles; or
- 8.2.6 any event or situation described in Clause 6.
- 8.3 If a refund is payable, we will make one refund payment at the end of the period of the Breakdown, unless we agree otherwise.

## 9. Loss and Damage Excess

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- 9.1 If there is any loss of or damage to the Product and/or the Alternative Product which we are responsible for under this Agreement, you will be liable to pay us a Loss and Damage Excess of £nil.

## 10. Insurance

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- 10.1 We will maintain insurance against third party risks and legal expenses cover 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 Policy Schedule 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 must co-operate fully with the insurers and provide any information reasonably requested by them.

## 11. Breakdown Cover

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- 11.1 Subject to the exceptions set out in this Clause 11, we will throughout the duration of this Agreement provide Breakdown Cover, via a third party provider. used safely as a result of a mechanical, electronic, computer or electrical failure and is subject to a fair and reasonable usage policy.
- 11.2 The Breakdown Cover is limited to providing breakdown assistance in the event that the Product or Alternative Product cannot be used safely as a result of a mechanical, electronic, computer or electrical failure and is subject to a fair and reasonable usage policy.
- 11.3 You will be responsible for the costs of any breakdown that falls outside of the conditions set out in Clause 11.2 above.

## 12. Condition, Maintenance and Repairs

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- 12.1 You must keep the Product or Alternative 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. Product by the manufacturer of the Product or Alternative Product.
- 12.2 You must repair any damage and make good any loss relating to the Product or Alternative Product, 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 Product or Alternative Product by the manufacturer of the Product or Alternative Product.
- 12.3 You must also make sure that the Product or Alternative Product is regularly maintained (and mechanically repaired if appropriate) and serviced by a Dealer and take the Product or Alternative Product to a Dealer at such times as may be recommended either by us or by the manufacturer of the Product or Alternative 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 Product or

## 12. Condition, Maintenance and Repairs *(continued)*

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- Alternative Product as recommended by the manufacturer. You will not have to make any additional payment for this routine work.
- 12.4 Any mechanical repairs, maintenance or replacements not covered under Clauses 12.2 and 12.3 above or by the Loss and Damage

Protection 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 or Alternative Product, you should ensure that such third party contacts us first for quality accreditation before the work is undertaken.

## 13. How we are responsible to you

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- 13.1 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 the 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 you and we 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.
- 13.2 Whilst you have chosen the Product and the 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 Bureau. You are also entitled to the benefit of all conditions, warranties or other terms relating to the Product given to us by the manufacturer or supplier to the extent that we can give them to you. This is in addition to the Loss and Damage Protection we provide in the event that your Product is lost or damaged as a result of an accident. If you wish to exercise your legal rights in connection with the Product, please contact us as soon as possible.

## 14. Hire Term and Return of the Product at the end of the Hire Agreement

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- 14.1 You are only entitled to use the Product or Alternative Product for the Hire Term as specified in 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 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 15 and 16, terminate upon expiry of the Maximum Hire Term.
- 14.2 You must promptly return the Product or Alternative Product to whom we direct at the end of the Hire Term at your expense together with the Policy Schedule, all Keys (or equivalent), the handbook and the service record book.

## 15. When we may end this Agreement

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- 15.1 We may terminate this Agreement by providing you with notice if at any time:
- 15.1.1 you do not comply with any of your main obligations under this Agreement, or if you have given to us, the Accident Manager, the Dealer or our insurers information which is materially misleading or false; 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 if the Department for Work and Pensions, or Veterans UK or, if you live in Northern Ireland, the Social Security Agency in Northern Ireland or, if you live in Scotland, Social Security Scotland (as the case may be) do not pay such Allowance to us except where it is our fault; or
  - 15.1.3 a petition for a bankruptcy order against you is presented to the court, or a bankruptcy order is made against you; or
  - 15.1.4 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
  - 15.1.5 the Product or any Alternative Product is seized or threatened to be seized or made subject to a court order, whether or not it subsequently proves to have been unlawful; or
  - 15.1.6 the Product or any Alternative Product is lost, stolen, destroyed, or if we or our claims agent determine that it is not economic to repair any damage to the Product or any Alternative Product;
  - 15.1.7 you, in our reasonable and sole opinion, are unfit to drive or use the Product or Alternative Product.
- 15.2 In order to terminate this Agreement under Clause 15.1, 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.
- 15.3 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.
- 15.4 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.
- 15.5 If we terminate this Agreement because you are in breach of any of your main obligations, then:
- 15.5.1 you will no longer have permission to keep possession of the Product or Alternative Product without our permission;
  - 15.5.2 we will be entitled to take back the Product and any Alternative Product;
  - 15.5.3 you must use all reasonable efforts to return the Product and/or any Alternative Product (as applicable) to us as soon as possible at your own expense to a place directed by us together with all keys (or equivalent), the handbook and the service record book;
  - 15.5.4 you will still be required to pay any amounts which have become payable to us under this Agreement at the date of termination but which have not been paid; and
  - 15.5.5 you will also be responsible for any reasonable costs and expenses incurred by us in recovery and, pending any sale of the Product or Alternative Product, storage of the Product or Alternative Product, including, but not limited to, solicitor's fees, agent's fees and storage charges.
- 15.6 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 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

## 15. When we may end this Agreement *(continued)*

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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.

## 16. When you may end this Agreement

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16.1 You may terminate this Agreement if:

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

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

16.1.3 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 stated in Clause 16.3; or

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

16.2 In order to terminate this Agreement under Clause 16.1.1, 16.1.2 or 16.1.4 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.

16.3 In order to terminate this Agreement under Clause 16.1.3 you will give us not less than 4 weeks written notice.

16.4 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.

16.5 In the event of termination by you:

16.5.1 you must return the Product or Alternative Product (as applicable) to a place directed by us, which is within a reasonable distance of the Dealer from whom you collected the Product or Alternative Product, together with where applicable all Key(s) (or equivalent), the handbook and the service record book;

16.5.2 you must pay to us any amounts due under this Agreement (including, but not limited to, any Loss and Damage Excess, and any amounts in respect of repairs to the Product or Alternative Product);

16.5.3 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; and

16.5.4 pending any sale of the Product or Alternative 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 Product or Alternative Product. We may, at our discretion, waive the payment of all or part of the sum due in appropriate circumstances.

## 17. Your Responsibility for Interest

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17.1 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 per cent per annum above the base lending rate of HSBC

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.

## 18. Use of Personal Information

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This Clause 18 is a notice about how personal information is used and otherwise processed in connection with this Agreement. Except where otherwise indicated, in this Clause 18 “you” means the signatory of this Agreement.

18.1 **Who are the data controllers and how can they be contacted:** We (meaning Motability Operations Limited) and Motability (the charity) are separate data controllers of the information which we and they collect and process about you in connection with this Agreement as described in this Clause 18 and in any other notices provided to you from time to time. This includes information about you (or the Disabled Person if you are entering into this Agreement on behalf of them). Any queries in relation to how we process personal information can be submitted in writing to us at Motability Operations Limited, City Gate House, 22 Southwark Bridge Road, London SE1 9HB or alternatively you can call us on **0300 456 4566**. Queries about how Motability (the charity) processes personal information should be submitted in writing to: Motability, Warwick House, Roydon Road, Harlow, Essex CM19 5PX, or alternatively you can call **01279 635999**.

18.2 **Sources of personal information:** The information we collect about you is made up from the details you and others (such as the Department for Work and Pensions, Veterans UK or Social Security Scotland (as relevant), and the DVLA) give to us during your relationship with us and the term of this Agreement and this includes but is not limited to information collected when this Agreement is put in place, from your

subsequent communications and instructions, and other information we gain from managing this Agreement.

18.3 **Purposes for which personal information is used and otherwise processed by us (Motability Operations Limited):** We need certain items of personal information in order to provide the services promised under this Agreement. Certain other personal information is processed for our legitimate interests in cases where this does not result in prejudice to you. Certain other personal information is processed based on consent. We will use this information for the following purposes and legal reasons:

- 18.3.1 to lease you the Product or Alternative Product and provide you with the services in relation to that product as set out in this Agreement, including but not limited to support and maintenance services, facilitating the handback of the Product or Alternative Product and information on obtaining a further product on the Scheme (this is processing of personal information as necessary to perform our obligations under this Agreement);
- 18.3.2 to comply with legal and regulatory requirements and to adhere to responsible good governance requirements;
- 18.3.3 for internal analysis and research in the commercial interests of improving our services, in these cases, steps will be taken with a view to ensuring that the privacy rights of individuals are

## 18. Use of Personal Information *(continued)*

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- not inappropriately undermined, this may include turning personal information into anonymous data so that a person cannot be identified from it (this is processing of personal information, including converting it into anonymous data, as necessary for legitimate interests); and
- 18.3.4 if you have provided your consent for this during the application or otherwise, to contact you by post, phone call, electronic communications (including email, text messages and other electronic means (as relevant)) or other lawful and permitted means, with details of news items and changes to and developments within the Scheme (this is processing of personal information based on a consent and for our legitimate commercial interests). You can tell us at any time if you would prefer not to receive this type of communication by this means. To do this please use the contact details for Motability Operations Limited at Clause 18.1. Please be aware that in most cases these will be information only communications from us about the Scheme (as distinct from direct marketing communications). Occasionally these will be direct marketing communications about the Scheme.
- 18.4 We use agents and service providers to collect, hold and process your personal information on our behalf in connection with this Agreement for the above purposes. These agents and service providers include the manufacturer of your Product or Alternative Product, the dealer that supplies the Product, any Dealer, the Accident Manager and research agencies; in addition, they may include providers of data back-up and storage services or of other behind the scenes services which are relevant to us, Motability or to the group of organisations of which we are a part; steps will be taken to ensure appropriate data security and confidentiality is implemented by such third parties.
- 18.5 Purposes for which personal information is used and otherwise processed by Motability (the Charity):**
- Motability is a national charity, set up in 1977, to assist disabled people with their mobility needs. Motability sets the strategic policies and direction of the Scheme and oversees its performance to ensure that it meets the needs of disabled people. Motability also raises funds and provides financial help to those Scheme customers who would not otherwise be able to afford the product or adaptations they need. Motability processes personal information based on your consent in order to fulfil these responsibilities in relation to the Scheme. Motability will use this information for the following purposes and legal reasons:
- 18.5.1 to verify eligibility for the Scheme;
- 18.5.2 to comply with legal and regulatory requirements and to adhere to responsible good governance requirements;
- 18.5.3 to monitor and oversee the performance of the Scheme including the quality of service and the value for money provided to Customers to ensure that it meets the needs of disabled people; in these cases, steps will be taken with a view to ensuring that the privacy rights of individuals are not inappropriately undermined and this may include turning personal information into anonymised data so that a person cannot be identified from it;
- 18.5.4 for internal analysis and research for the benefit of disabled persons in accordance with its charitable objectives, in these cases, steps will be taken with a view to ensuring that

## 18. Use of Personal Information *(continued)*

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- the privacy rights of individuals are not inappropriately undermined and this may include turning personal information into anonymised data so that a person cannot be identified from it;
- 18.5.5 if you have provided your consent for this during the application or otherwise, to mail you Lifestyle magazine and to contact you by post, phone call, electronic communications including email, text messages or other lawful and permitted means with details of additional products and services which are from particular third parties, including providers of financial services, and which may be of interest to you. These include but are not limited to home, travel and pet insurance products (known as “affinity products”) and this is processing of personal information based on consent and for the legitimate commercial interests of Motability who will be the sender of this marketing. You can tell Motability at any time if you would prefer not to receive such direct marketing. To do this please use the contact details for Motability at Clause 18.1;
- 18.5.6 in the event that we (Motability Operations Limited) are replaced, such as in circumstances where our arrangements with Motability (the Charity) are terminated or expire, Motability may use, disclose and otherwise process your personal information in the ways described in Clauses 18.3 and 18.4 (above) and Clause 18.6 (below) until such time as a replacement provider of the Scheme is engaged; Motability would then disclose your personal information to the replacement provider of the Scheme and this means that replacement provider would become a data controller of your personal information processed in connection with your Agreement.
- 18.6 **Disclosures of personal information:** In addition to the disclosures described at Clause 18.4 we (meaning Motability Operations Limited) may disclose your personal information to the following persons for the relevant purposes set out in Clause 18.3 and Motability (the charity) may disclose your personal information to the following persons for the relevant purposes set out in Clause 18.5:
- 18.6.1 our agents and service providers;
- 18.6.2 the police, Government departments and agencies and law enforcement agencies;
- 18.6.3 the Department for Work and Pensions, Veterans UK or Social Security Scotland (as relevant), and the DVLA;
- 18.6.4 to any third party to whom we transfer, or may transfer, any of our rights and obligations under this Agreement (including the replacement provider mentioned at Clause 18.5.6); and
- 18.6.5 to any third party in connection with a sale, acquisition or restructuring that affects us or any members of our group of companies from time to time (including any purchaser from time to time of our business or assets).
- 18.7 **Transfers of the data outside the European Economic Area (EEA):** It may sometimes be necessary to transfer your personal information outside the EEA to countries or territories which do not have the same data protection laws as are applicable in the UK. Where this occurs, we would take appropriate steps with a view to ensuring that your personal information is protected and handled appropriately.
- 18.8 **Retention periods:** The personal information collected in connection with this Agreement



## 18. Use of Personal Information *(continued)*

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- will be stored by us in line with our data retention schedule and as permitted or required under applicable laws and regulatory requirements.
- 18.9 **Fair processing notices from third parties to you:** To obtain a copy of the privacy notices or similar statements of other organisations to whom your personal information may be disclosed, including in particular those described in Clause 18.6, please contact them directly using the details available on their websites. You should read their own notices for details of their data protection practices as they will not be the same as ours.
- 18.10 **Details about our insurer and its processing of personal information:** Our insurer is an independent data controller of the information which it collects or receives about you in connection with the insurance cover provided by it under this Agreement. Our insurer can be contacted by using the details provided in the insurance cover booklet. 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:
- 18.10.1 to administer the Loss and Damage Protection and the insurance cover provided to you as referred to in Clauses 5 to 10 of this Agreement;
  - 18.10.2 to comply with legal and regulatory requirements;
  - 18.10.3 to detect, investigate and prevent fraud;
  - 18.10.4 for internal analysis and research. Our insurer uses agents and service providers to collect, hold and process your personal information on its behalf for the above purposes; and
  - 18.10.5 to update information with the DVLA on the vehicle records, which vehicle record may subsequently be disclosed electronically to us for administrative purposes.
- 18.11 Our insurer may disclose your personal information to:
- 18.11.1 its agents and service providers for the purposes set out in Clause 18.10.1;
  - 18.11.2 the police, Government departments and legal or government agencies for the purposes set out in Clause 18.10.2 and 18.10.3; and
  - 18.11.3 any person for the purposes set out in Clause 18.10.2.
- 18.12 **Data security and accuracy:** Each of Motability, our insurer and us will take appropriate steps to seek to prevent the loss, misuse or unauthorised disclosure of the information collected about you and will try, with your help, to keep such information accurate and up to date. If your personal information changes (for example if your address or contact details change) please tell us. Please use the contact details at Clause 18.1.
- 18.13 **Your rights under data protection laws:** You have a number of rights which you can, if you wish, exercise against us, Motability and/or our insurer, including a right to ask for:
- 18.13.1 access to or a copy of the personal information held (and in certain circumstances a small fee may be charged);
  - 18.13.2 rectification or erasure of personal information or restriction of processing concerning your personal information, and this includes the right to have any inaccuracies in records rectified or deleted and to have the use of personal information restricted in certain circumstances; and
  - 18.13.3 your personal information to be returned to you (if you provided it to us) or transferred to another service provider, in certain circumstances;
- 18.14 You also have the right to:
- 18.14.1 in circumstances where the

## 18. Use of Personal Information *(continued)*

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- processing of your personal information is based on consent you may withdraw your consent at any time. You should note that this will not mean that the manner in which the data was handled before that request, is necessarily unlawful, it may instead mean that we have to stop sending you direct marketing communications, or in certain specific circumstances it may mean that we cannot continue with this Agreement and that it will terminate;
- 18.14.2 (in circumstances where the processing of your personal information is necessary for the performance of this Agreement) be informed about the possible consequences of failure to provide
- the personal information necessary (for example, if on the application form certain personal information is missing or if this proves to be inaccurate, and if it is not provided by or on your behalf as part of a follow up, then we may not be able to enter into this Agreement with you); and
- 18.14.3 make a complaint to the Information Commissioner's Office, i.e. the UK's privacy supervisory authority, for further details please visit its website at [www.ico.org.uk](http://www.ico.org.uk).
- 18.15 To exercise any of the rights described above against us or Motability, you can use the contact details provided in Clause 18.1. If your request relates to the Insurer, you should contact them using the details provided in the insurance cover booklet.

## 19. Your Responsibility to us

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- 19.1 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.
- 19.2 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 and any Alternative Product unless it was our fault.

## 20. Other Important Terms

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- 20.1 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 or, if you live in Scotland, Social Security Scotland (as relevant) if you or (where applicable) the Disabled Person changes address.
- 20.2 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 Product or Alternative Product, we can still require you to make the payment at a later date.
- 20.3 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.
- 20.4 We may transfer our rights and obligations under this Agreement to another organisation. This will not affect your rights under the Agreement. You may only transfer your rights or your obligations under this Agreement to another person if we agree to this in writing.
- 20.5 This Agreement is between you and us, and no other person, other than the Disabled Person (if different to the Hirer) will have any rights to enforce any of its terms.
- 20.6 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.
- 20.7 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 go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute provider we use. 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") at Exchange Tower London E14 9SR or telephone them on **020 7964 1000** or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The FOS's website address is **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.
- 20.8 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 **[www.motability.co.uk](http://www.motability.co.uk)**

Minicom users can call **0300 037 0100**

Motability Operations Limited is the principal service provider to Motability and the Motability Scheme.

Registered Office: City Gate House,  
22 Southwark Bridge Road, London SE1 9HB

Registered in England and Wales.  
Company No. 1373876