



# **Contract Hire Agreement Terms and Conditions**

For scooters and  
powered wheelchairs

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**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 some definitions on the opposite page for some common terms.**

# 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 agreement into which these terms and conditions are incorporated.
- 1.4. “Allowance” means 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 of the mobility component of the Personal Independence Payment (or 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 Section 24A of the Armed Forces and Reserves (Compensation Scheme) Order 2011.
- 1.5. “Alternative Product” means any Product provided by or on behalf of Motability Operations to the Hirer in temporary replacement of the Product to provide continuous mobility under the 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 damage.
- 1.7. “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.
- 1.8. “Dealer” means a dealer who is instructed by Motability Operations to provide the servicing and maintenance of the Product.
- 1.9. “Disabled Person” means the person specified as such in this Agreement or, if no person is specified, the Hirer.
- 1.10. “Loss and Damage Excess” means the amount shown in 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.
- 1.11. “Loss and Damage Protection” means the protection against loss and damage and loss of use cover 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 4.4.
- 1.12. “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.
- 1.13. “Modifications” means any change to the standard specification of the Product that renders the Product unsafe for use or which contravenes any statute, statutory instrument, regulation or order, in particular but not limited to the Use of Invalid Carriages on Highways Regulations 1988.
- 1.14. “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.
- 1.15. “Product” means the product specified on the first page of the Agreement and includes any Adaptations.
- 1.16. “Territorial Limits” means the British Isles and any country which is a member of the European Union. The Territorial Limits also

## 1. Definitions (continued)

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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.

## 2. Payments

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- 2.1 On the day you sign this Agreement you will pay to us or as we may direct the Non Refundable Payment (if any) and the Total Advance Rental Payment (if any) less any contribution from Motability made to you to enable you to enter into this Agreement. You will be responsible for ensuring that such contribution is paid to us.
- 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 by 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 You must ensure that all payments due to us under this Agreement are made on time.

## 3. Use of the Product or Alternative 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 statute, statutory instrument, regulation or order, in particular, but not limited to, the Use of Invalid Carriages on Highways Regulations 1988. 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 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 immediately 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 licences, fees, duties, parking charges, fines, congestion charges 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 or Damage

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- 4.1. Your and our respective obligations in relation to loss or damage to the Product or Alternative Product are governed by the terms and conditions which arise under the Loss and Damage Protection, as set out in clauses 5 to 9 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 Product or Alternative Product where such Loss and Damage Excess is payable.
- 4.3. We reserve the right to change the level of the Loss and Damage Excess applicable to all our contract hire Products 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 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

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- 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 (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. We will not be responsible for the following:
  - 5.2.1. loss of or damage to the Product or Alternative Product to the extent that it arises from a breach of this Agreement;
  - 5.2.2. the amount of the Loss and Damage Excess if applicable, although the Loss and Damage Excess will not apply to loss or damage occurring when the Product or Alternative Product is in the care of a Dealer or similar organization for servicing and repair or maintenance or testing;
  - 5.2.3. loss of 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;
  - 5.2.4. loss of value of the Product or Alternative Product;
  - 5.2.5. loss of or damage to the Product or Alternative Product due to atmospheric or climatic conditions, excluding flood;
  - 5.2.6. wear and tear;
  - 5.2.7. mechanical, electrical, electronic or computer failure;
  - 5.2.8. damage to tyres caused by braking, punctures, cuts or bursts (but this does not apply to fair wear and tear or faulty manufacture);
  - 5.2.9. loss or damage caused by deception;
  - 5.2.10. loss of or damage to property that does not belong to us, except in the case of Adaptations and the Alternative Product; or
  - 5.2.11. loss or damage arising from the 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,

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

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- on or about the Product or Alternative Product whilst it is left unattended;
  - (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); and
- 5.2.12. loss of or damage to the Product or Alternative Product if the loss and damage occurs outside the Territorial Limits.
- 5.3. 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 the damage.
- 5.4. The maximum amount we will spend on carrying out repairs to the Product or Alternative Product is the Market Value for the Product or Alternative Product. If the costs of carrying out the repairs are greater than that amount, we may terminate this Agreement (as described in Clause 14 below). 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 Product or Alternative Product, we will repair the damage or replace the Product or Alternative Product, subject to what appears below:
  - 5.5.1. we may decide to use suitable parts or Adaptations which are not supplied by the original manufacturer; or
  - 5.5.2. if the Product or Alternative Product is lost and never found, we may terminate this Agreement (as described in Clause 14 below). 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 Product or Alternative Product, we will pay the reasonable costs of:
  - 5.6.1. recovering, protecting and storing the Product or Alternative Product;
  - 5.6.2. taking the Product or Alternative Product to the nearest repairer if it cannot be driven; and
  - 5.6.3. delivering the Product or Alternative Product to an appropriate address in the British Isles after it has been repaired.
- 5.7. 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), provided that the total length of all visits during any 12 month period is no more than 30 days.
- 5.8. 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:
  - 5.8.1. we are responsible under this Agreement for the loss or damage; and
  - 5.8.2. the Product or Alternative Product is in a country within the Territorial Limits.

## 6. Conditions of Loss and Damage Protection

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- 6.1. You must inform the Accident Manager immediately about any incident or legal proceedings which may lead to us being responsible for the repairs under the Loss and Damage Protection and 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.
- 6.2. If there has been a theft, attempted theft, or taking without consent of the Product or Alternative Product, you must also tell the police immediately and obtain a crime

## 6. Conditions of Loss and Damage Protection *(continued)*

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- reference number.
- 6.3. If you receive any writ, summons or other legal documents or letters relevant to the Product or Alternative Product 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 with and give the Accident Manager whatever reasonable help and information it asks for and you must not admit or deny a claim brought against you relating to the Product or Alternative Product or negotiate or promise to pay a claim brought against you relating to the Product or Alternative Product 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 Product or Alternative Product if you:
    - 6.5.1. make a false claim that the Loss and Damage Protection applies or deliberately exaggerate a claim that the Loss and Damage Protection applies;
    - 6.5.2. send 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. send us and/or the Accident Manager any other false or invalid document to support a claim that the Loss and Damage Protection applies.
  - 6.6. You must tell the Accident Manager immediately 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 happen:
    - 6.6.1. you or the Disabled Person (if applicable) changes address;
    - 6.6.2. any Modifications are made to the Product; or
    - 6.6.3. you or the Disabled Person (if applicable) is involved in any incident whilst using any product.
  - 6.7. 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.
  - 6.8. We or the Accident Manager must be able to inspect the Product or Alternative Product 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 the Disabled Person (if applicable) will) take any steps we or the Accident Manager might reasonably expect you to take in connection with any incident giving rise to the loss or damage (including but not limited to reporting such loss of or damage to the Accident Manager, as soon as is reasonably practicable). 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 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 not be available if:
    - 6.10.1 any part of your application for hiring the Product; or
    - 6.10.2 your correspondence with the Accident Manager; or
    - 6.10.3 any further changes requested pursuant to these terms and conditions are materially misleading or false. This could include:
      - (a) not telling the Accident Manager about previous accidents or losses, even if a claim was not made;
      - (b) making any Modifications to the Product;
      - (c) knowingly giving false information to the Accident Manager.

## 7. Loss of Use

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- 7.1. Following a Breakdown of the Product in the British Isles, we will (subject to the limits of this Clause 7) refund to you those parts of the Rental Payments which were paid to us and relate to the period when the Product was subject to that Breakdown, except:
- 7.1.1 we will not make any refund in respect of the first two weeks 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 an Alternative Product; 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 because of or in connection with:
- 7.2.1 deliberate damage, neglect or misuse of the Product;
  - 7.2.2 any Modifications made to, or fitted to the Product;
  - 7.2.3 the fitting of parts which the manufacturer does not recommend fitting;
  - 7.2.4 freak weather conditions or frost damage (unless adequate precautions are taken);
  - 7.2.5 use of the Product outside the British Isles; or
  - 7.2.6 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

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- 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 Product or Alternative Product is:
- 8.1.1 used by you or the Disabled Person (where applicable) outside the provisions of any statute, statutory instrument, regulation or order, in particular but not limited to the Use of Invalid Carriages on Highways Regulations 1988;
  - 8.1.2 taken and/or used with or without the Hirer's or the Disabled Person's permission by any person, including but not limited to:
    - 8.1.2.1 a member of the family of the Hirer or of the Disabled Person;
    - 8.1.2.2 a spouse, girlfriend or boyfriend of the Hirer or of the Disabled Person; and
    - 8.1.2.3 anyone who normally resides with the Hirer or with the Disabled Person.
- 8.2. Loss and Damage Protection will not be available (and instead you will be responsible for) any loss or damage caused by:
- 8.2.1 ionising radiation or radioactive contamination from nuclear fuel or nuclear waste from burning nuclear fuel;
  - 8.2.2 the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
  - 8.2.3 war, riot, revolution or any similar event;
  - 8.2.4 riot or civil unrest outside England, Scotland, Wales, the Isle of Man or the Channel Islands;
  - 8.2.5 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,



## 8. Exclusions *(continued)*

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all pollution caused by one incident will be considered to have happened at the time the incident took place); or

8.2.6 pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

## 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.

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 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.

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

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

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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 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 for quality accreditation before the work is undertaken.

## 13. Exclusion of Liability

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13.1. You have chosen the Product and the Product has not been inspected by us. You are 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, but we are not ourselves bound by any representations, warranties or guarantees relating to the Product given by a manufacturer or supplier except as required by law or to the extent that they are authorised by us to give them. 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 Product without interference from us; that the Product corresponds to any description of it that we have given to you; that the Product is fit for the particular purposes for which you tell us it is required; and that the Product is of satisfactory quality when it is supplied.

13.2. Other than as a result of a breach of Sections 7, 8 or 9 of the Supply of Goods and Services Act 1982 (described in Clause 13.1 above), we are not obliged to replace the Product, and we shall not be liable to you if the Product becomes unusable for any reason unless it is our fault.

13.3. 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.

13.4. Other than as a result of a breach of the of the Consumer Rights Act 2015 (as described in clause 13.1 above), we are not obliged to replace the Product, and we shall not be liable to you if the Product becomes unusable for any reason unless it is our fault.

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

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- 14.1. You must return the Product or Alternative Product (as applicable) to whom we direct promptly at the end of the Hire Term at your expense together with all keys (or equivalent), the handbook and the service record book.

## 15. Termination by Us

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- 15.1. We may terminate this Agreement if at any time:
- 15.1.1. you are in default of any of your obligations under this Agreement, or if you have given to us or the insurers or the Dealer 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 (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. We may at any time terminate this Agreement by giving you not less than 14 days' written notice.
- 15.3. 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.
- 15.4. If we terminate this Agreement then:
- 15.4.1. you will cease to be in possession of the Product and/or any Alternative Product with our permission;
  - 15.4.2. we will be entitled to take possession of the Product and any Alternative Product;
  - 15.4.3. you must immediately return the Product and/or any Alternative Product (as applicable) at your own expense to a place directed by us together with all keys (or equivalent), the handbook and the service record book;
  - 15.4.4. you will still be required to pay any amounts which have become payable to us at the date of termination but which have not been paid; and
  - 15.4.5. you will also be responsible for any reasonable costs and expenses incurred by us in recovery and, pending any sale of the Product, storage of the Product, including, but not limited to, solicitor's fees, agent's fees and storage charges.
- 15.5. If we repossess the Product and it contains

## 15. Termination by Us

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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 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.

## 16. Termination by You

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- 16.1. You may terminate this Agreement:
- 16.1.1. if at any time we are in default of any of our obligations under this Agreement; or
  - 16.1.2. if 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. if 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. if 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. In the event of termination by you:
- 16.4.1. you must return the Product or Alternative Product (as applicable) to a place directed by us, together with all keys (or equivalent), the handbook and the service record book;
  - 16.4.2. you must pay to us any amounts payable under this Agreement (including, but not limited to, any Loss & Damage Excess, and any amounts in respect of repairs to the Product);
  - 16.4.3. 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
  - 16.4.4. pending any sale of the Product, you will be responsible for and pay to us any costs and expenses incurred by us in respect of the storage of the Product. We may, at our discretion, waive the payment of all or part of the sum due in appropriate circumstances.

## 17. Default 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. Personal Information

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- 18.1. Both Motability and us 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:
- 18.1.1. to let you the Product and provide you with the services in relation to the Product set out in this Agreement;
  - 18.1.2. to comply with legal and regulatory requirements;
  - 18.1.3. to carry out credit checks, to detect, investigate and prevent fraud and to trace debtors;
  - 18.1.4. for internal analysis and research; and
  - 18.1.5. to contact you by post, phone, electronic communications or other permitted means with details of news items and changes to and developments within the Motability 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 Product, the dealer that supplies the Product and any Dealer.
- 18.2. We and Motability may disclose your personal information to:
- 18.2.1. our agents and service providers for the purposes set out in Clause 18.1;
  - 18.2.2. credit reference agencies, the police, Government departments and agencies for the purposes set out in Clause 18.1.3;
  - 18.2.3. any person for the purposes set out in Clause 18.1.2; and
  - 18.2.4. any person, service provider or other third party for the purposes set out in Clause 18.1.4.
- 18.3. 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:
- 18.3.1. to administer the insurance cover provided under Clause 10 of this Agreement;
  - 18.3.2. to comply with legal and regulatory requirements;
  - 18.3.3. to detect, investigate and prevent fraud; and
  - 18.3.4. 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.
- 18.4. Our insurer may disclose your personal information to:
- 18.4.1. its agents and service providers for the purposes set out in Clause 18.3;
  - 18.4.2. the police, Government departments and agencies for the purposes set out in Clause 18.3.3; and
  - 18.4.3. any person for the purposes set out in Clause 18.3.2.
- 18.5. 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.
- 18.6. 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

## 18. Personal Information *(continued)*

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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 the relevant party will correct the inaccuracy.

## 19. Your Responsibility for Our Expenses

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19.1 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. General

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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 (as the case may be) if you or (where applicable) the Disabled Person changes address.

20.2. 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.

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 liability to you.

20.4. 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.

20.5. We may vary the terms of this Agreement to reflect any changes in our procedures or arrangements with respect to our business 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.

20.6. 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.

20.7. 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).





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.

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Company No. 1373876