

# **Contract Hire Agreement Terms and Conditions**

For your Motability Scheme vehicle

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## **Motability scheme Vehicle contract hire terms and conditions**

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# Motability scheme Vehicle contract hire terms and conditions

These are the terms and conditions on which we agree to lease the Vehicle 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 items which aid mobility and/or are needed so that the Vehicle can be driven and/or used by the Hirer (or disabled person) and which have been provided and/or fitted to the Vehicle as at the date of this Agreement;
- 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 “Breakdown” means that the Vehicle cannot be used or safely driven as a result of a mechanical or electric failure, loss or damage;
- 1.6 “Breakdown Cover” means the roadside assistance services provided in the event of a Breakdown;
- 1.7 “British Isles” means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and includes journeys by water, air or rail within or between any of these areas;
- 1.8 “Certificate of Motor Insurance” means the document given to you, in accordance with Clause 10 of this Agreement, in respect of the Vehicle which proves that the insurance cover is in force as required by road traffic laws;
- 1.9 “Disabled Person” means the person specified as such in this Agreement or, if no person is specified, the Hirer;
- 1.10 “Driver” means a person shown on the Certificate of Motor Insurance as being entitled to drive the Vehicle and who has your permission to drive it;
- 1.11 “Hire Agreement” means the terms set out at the start of this Agreement describing the basis upon which you hire the Vehicle as required under the Consumer Credit Act 1974;
- 1.12 “In-Car Equipment” means a radio, compact disc player or other audio equipment, a phone or other communication equipment, navigation equipment, television or other visual entertainment equipment; including video cassette recorders, DVD players and games consoles, electronic information, communication or entertainment equipment. The equipment must be permanently fitted in the Vehicle and must have been supplied with it as standard by the manufacturer or dealer. For the avoidance of doubt this does not include any optional extras you have purchased directly from the supplying dealer and any such optional extras shall be purchased under a separate legal contract that you will have with the supplying dealer;

## 1. Definitions *(continued)*

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- 1.13 “Incorrect Fuel” means diesel which has been put into a petrol engine car, or petrol which has been put into a diesel engine car;
- 1.14 “Key(s)” means any device(s) used for starting your Vehicle or using its locking mechanism or immobiliser;
- 1.15 “Loss and Damage Excess” means the amounts set out in both the Pre Contract Information and Clause 9 which you will have to pay in respect of any one incident of loss or damage, such amounts being subject to variation under Clause 4.4;
- 1.16 “Loss and Damage Protection” means the protection against loss and damage and loss of use provided by us in respect of the Vehicle on the terms set out in Clauses 5 to 9 (inclusive) of this Agreement as amended or replaced from time to time in accordance with Clause 4.5;
- 1.17 “Market Value” means the cost of a vehicle of the same make, model specification, mileage and age, and which is in the same condition as the Vehicle was immediately before the loss or damage which is being claimed;
- 1.18 “Medical Emergency” means a sudden illness or worsening of illness or condition, which necessitates immediate attention by a qualified doctor, or admittance to a hospital as an in-patient or outpatient;
- 1.19 “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;
- 1.20 “Relevant Person” means you, any other Driver, any passenger whom a Driver allows into the Vehicle and any person using (but not driving) the Vehicle with your permission;
- 1.21 “Replacement Vehicle” means any vehicle provided by or on behalf of us to you in temporary replacement of the Vehicle to provide continuous mobility under this Agreement;
- 1.22 “Service Agent” means a dealer which provides vehicle servicing and maintenance services and which is accredited by us for the supply of such services at the date such servicing or maintenance of the Vehicle is undertaken;
- 1.23 “Telematics Device” means a device installed on the Vehicle to record information on how and where the Vehicle is driven, including but not limited to the distance driven and location of the Vehicle at any time.
- 1.24 “Telematics Installer” means a third party that is selected by us to provide the installation and maintenance services for any Telematics Device on a Vehicle.
- 1.25 “Territorial Limits” means the British Isles, any country which is a member of the European Union, Iceland, Liechtenstein, Norway and Switzerland. The Territorial Limits also include journeys by water, rail or air between or within any of these countries, as long as the Vehicle or Replacement Vehicle is transported by a commercial carrier, and, if transported by water, the route taken does not last more than 65 hours under normal circumstances;
- 1.26 “Total Allowance or T/A” means the aggregate of the Allowance payable to the Hirer (or Disabled Person) in each Rental Period;
- 1.27 “Vehicle” means the vehicle specified on the first page of the Hire Agreement and includes Adaptations, any In-Car Equipment and tools which were supplied with the Vehicle;
- 1.28 “Windscreen Excess” means the excess amount shown in Clause 9, which you will have to pay in respect of the any one incident of the replacement of any windscreen, window or glass sunroof, such amount being subject to variation under Clause 4.3.
- 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 Vehicle 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 lease vehicle on the Scheme has been successful. The Customer Acceptance Letter will give you instructions about how to enter into an agreement for your chosen Vehicle, as well as providing your **Personal Identification Number (“PIN”)** that will be used by you to prove you are entitled to receive the Vehicle 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 Vehicle 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 Total Advance Rental Payment (if any) and the Total Advance Adaptation 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 Vehicle 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 When requested to do so, you will pay to us Excess Mileage Payments, of 5p per mile for every mile in excess of 20,000 miles per year of the Hire Term, together with any applicable Value Added Tax.
- 2.5 You must ensure that all payments due to us under this Agreement are made on time and must notify us if you or the Disabled Person (as the case may be) ceases to be entitled to receive or deal with the Allowance.

## Use and Maintenance of the Vehicle or Replacement Vehicle

### 3. Your use of the Vehicle

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- 3.1 You must ensure that the Vehicle or Replacement Vehicle is used properly and only for the purpose for which it was designed. You must ensure that the Vehicle or Replacement Vehicle is not used for any unlawful or immoral purpose or in contravention of any legal requirement. The Vehicle or Replacement Vehicle may only

### 3. Your use of the Vehicle *(continued)*

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be driven by Drivers and may only be used by or for the benefit of the Disabled Person. It is your responsibility to ensure that any Driver is aware of the restrictions around the use of the Vehicle. We reserve the right to install a Telematics Device in the Vehicle to track the location and use of the Vehicle and to monitor Driver behaviour, but we will always discuss this with you first. Where we have concluded that a Telematics Device is required, you shall if requested to do so, and on reasonable notice, deliver the Vehicle to a Telematics Installer selected by us, for the purposes of installing the Telematics Device.

- 3.2 You must keep the Vehicle or Replacement Vehicle under your control and not part with possession of the Vehicle or Replacement Vehicle other than in the ordinary course of its intended use, nor sell, lease or lend the Vehicle or Replacement Vehicle or allow any other right to be created over the Vehicle or Replacement Vehicle. You must tell us as soon as possible, and in any event within 5 working days, if you or any Driver change address or change the place at which the Vehicle or Replacement Vehicle is kept.
- 3.3 To avoid abuse of the Scheme, but subject always to Clause 3.4, we have strict qualification criteria for Drivers, which include the following:
  - 3.3.1 each Driver under the age of 21 must live with the Disabled Person; and
  - 3.3.2 Drivers under the age of 25 are only allowed to drive Vehicles and Replacement Vehicles in ABI Insurance Group 16 or lower and which also have a power output of 120BHP or less; and
  - 3.3.3 Drivers are required to hold a valid UK drivers licence.
- 3.4 The criteria as set out in Clause 3.3 above shall not apply in the event that we have expressly agreed otherwise.
- 3.5 At the time an application is made to make a person a Driver we will ask a series of questions to establish whether or not the person meets the qualification criteria. If a Driver does not meet the qualification criteria at any time (either because false information is given about the Driver or because his/her circumstances change which means the Driver ceases to meet the qualification criteria) then this will have serious consequences for you and the Drivers (please read the rest of this Agreement for details). It is therefore important that you make each Driver aware of the significance of the qualification criteria and that you ensure that each Driver meets those criteria at all times during the term of this Agreement. Please note that you are responsible to us for ensuring that Drivers do not give us false information and tell us of any relevant changes to their circumstances.
- 3.6 If you propose to modify or adapt the Vehicle or Replacement Vehicle, other than in accordance with our policy, you must obtain our written consent to do so. No modification or adaptation of any kind may be carried out without this prior written consent.
- 3.7 You must not use, or permit anyone else to use, the Vehicle or Replacement Vehicle for business purposes (including, without limitation, as a taxi or mini-cab or to advertise or promote goods and services), in connection with a motor trade or motor sport or in any way that would contravene or invalidate any term or condition of this Agreement or the insurance policy in respect of the Vehicle or Replacement Vehicle.
- 3.8 You may not take or permit anyone else to take the Vehicle or Replacement Vehicle outside the United Kingdom for more than 90 days in any 12 month period, unless we have first agreed in writing, and you have complied in full with all conditions that we may impose in giving such consent. You may not take the Vehicle or Replacement Vehicle outside the Territorial Limits for any period of time.
- 3.9 You will be responsible for the payment of all fees including any licence fees (except for road fund licences where you have an exemption certificate), parking charges, fines, congestion charges and other outgoings in respect of the Vehicle or Replacement Vehicle.

## 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 Vehicle. Our responsibility to you and your responsibility in relation to loss or damage to the Vehicle which arise 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 Vehicle is taken to a country within the Territorial Limits (outside the British Isles and the Republic of Ireland), provided that the total length of any visit or the total length of all visits during any 12 month rolling period is no more than 90 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 Vehicle or the Windscreen Excess in relation to the application to replace any window, windscreen or sunroof of the Vehicle.
- 4.4 We reserve the right to change the level of the Loss and Damage Excesses or Windscreen Excess applicable by notice to you in writing from time to time in the light of claims experience or market conditions.
- 4.5 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 to terminate this Agreement.
- 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 Clauses 5 and 6) for repairing any loss of or damage to:
- 5.1.1 the Vehicle;
  - 5.1.2 the Adaptations;
  - 5.1.3 the Vehicle's In-Car Equipment;
  - 5.1.4 the Vehicle's windscreen, windows or glass sunroof; or
  - 5.1.5 replacement locks, lock mechanisms or Key(s) when the Key(s) to the Vehicle have been stolen in the British Isles or the Republic of Ireland.
- 5.2 If we are responsible for the loss of or damage to the Vehicle, we will repair the damage or replace the Vehicle, subject to the following:
- 5.2.1 we may decide to use suitable parts or accessories which are not supplied by the original manufacturer;
  - 5.2.2 if the Vehicle is lost and never found or if it is damaged and cannot be repaired for a reasonable cost, we may terminate this Agreement (as described in Clause 15.1.6). In that case, if we agree, you may enter into a new Agreement with us.

## 5. Loss and Damage Protection – Our responsibility and what we will cover *(continued)*

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- 5.3 If we are responsible for loss of or damage to the Vehicle and the loss or damage relates to the Vehicle's Adaptations or In-Car Equipment, we will:
- 5.3.1 pay for the damage to be repaired (if repairs can be carried out for a reasonable cost); or
  - 5.3.2 if repairs cannot be carried out for a reasonable cost, or if the item is lost and never found, we will arrange replacement with an item of similar quality and value.
- 5.4 If Incorrect Fuel is accidentally put into the Vehicle, we will pay for the costs of:
- 5.4.1 draining the Incorrect Fuel and cleansing the fuel tank; and
  - 5.4.2 rectifying any subsequent damage inadvertently caused to the Vehicle through it being driven or moved following insertion of the Incorrect Fuel.
- 5.5 We shall not be liable for reimbursing you for the cost of the Incorrect Fuel or for damage caused by the driving or moving of the Vehicle by anyone having knowledge that the Vehicle has been incorrectly fueled.
- 5.6 If the Vehicle is lost or damaged abroad, we will pay customs duty for it to be stored or repaired as long as:
- 5.6.1 we are responsible under this Agreement for that loss or damage; and
  - 5.6.2 the Vehicle is in a country within the Territorial Limits.
- 5.7 If we are responsible for loss of or damage to the Vehicle whilst abroad, we will pay the reasonable costs of:
- 5.7.1 recovering, protecting and storing the Vehicle;
  - 5.7.2 taking the Vehicle to the nearest repairer if it cannot be driven; and
  - 5.7.3 delivering the Vehicle to an appropriate address in the British Isles after it has been repaired.
- 5.8 Loss and Damage Protection will be available if you or any Driver accepts payment from passengers in the Vehicle as part of a car-sharing agreement, but only as long as:
- 5.8.1 the Vehicle is not designed to carry more than eight passengers and a Driver;
  - 5.8.2 passengers are not being carried as part of a business of carrying passengers; and
  - 5.8.3 you or any Driver do not make a profit from the total payments received for the journey.
- 5.9 The maximum amount we will spend on carrying out repairs to the Vehicle is the Market Value for the Vehicle. If the cost of carrying out the repairs is greater than that amount, we may terminate this Agreement (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 Vehicle 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 or Windscreen Excess (which you will be liable to pay to us, if applicable), although these Excesses do not apply to:
    - (a) the repair (but not replacement) of windscreens or;
    - (b) loss and damage occurring when the Vehicle is in the care of



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

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- a garage or similar motor trade organisation for servicing or repair or maintenance or testing; or
- (c) loss or damage occurring when the Vehicle is in the care of a hotel or restaurant or similar organisation solely for the purpose of parking;
- 6.1.3 loss or damage to trim and upholstery in the Vehicle, unless this arises from an incident which requires bodywork repair and/or mechanical repair to the Vehicle;
- 6.1.4 loss of value of the Vehicle;
- 6.1.5 wear and tear (except tyres);
- 6.1.6 mechanical, electronic, computer and electrical failure or breakdown unless as a result of rodent damage to electrical wiring;
- 6.1.7 damage to tyres caused by braking, punctures, cuts or bursts;
- 6.1.8 loss or damage caused by deception;
- 6.1.9 loss or damage to any property which does not belong to us;
- 6.1.10 loss or damage arising from theft, attempted theft or taking without consent if the Key(s) for the Vehicle is/ are left in, on or about the Vehicle while it is unattended or unoccupied and:
  - (a) the Vehicle is left unlocked; or
  - (b) the windows or glass sunroof of the Vehicle are left open.
- 6.1.11 loss or damage resulting from the Vehicle being taken or arising when the Vehicle has been taken, without your permission by:
  - (a) a member of the family of you or any Driver;
  - (b) a girlfriend or boyfriend of you or any Driver; or
  - (c) anyone who normally lives with you or any Driverunless such a person has been reported to the police for the purpose of a criminal prosecution and support for such prosecution is not subsequently withdrawn; or
- 6.1.12 loss or damage to Key(s);
- 6.1.13 loss or damage caused by the use of red diesel, bio fuels or any other alternative fuel unless agreed by us;
- 6.1.14 loss or damage to the Replacement Vehicle. Where the loss and damage occurs to the Replacement Vehicle cover will be provide under the insurance cover referred to in Clause 10;
- 6.1.15 loss of or damage to the Vehicle if you or another Relevant Person:
  - (a) makes a false claim that the Loss and Damage Protection applies or deliberately exaggerates a claim that the Loss and Damage Protection applies;
  - (b) sends us and/or the Accident Manager a false declaration or statement to support a claim that the Loss and Damage Protection applies; or
  - (c) sends us and/or the Accident Manager any other false or invalid document to support a claim that the Loss and Damage Protection applies;
- 6.1.16 Loss and Damage Protection will not be available (and instead you will be responsible for) any loss or damage which occurs when the Vehicle is:
  - (a) used by you, a Driver or with your permission by someone else for a use which is not covered by the Certificate of Motor Insurance;
  - (b) driven, used or is in the custody or control of someone who is not shown as allowed to drive on the Certificate of Motor Insurance;
  - (c) driven, used or is in the custody or control of someone who does not have a valid licence;
  - (d) driven, used or is in the custody or control of someone who does not meet the conditions of their driving

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

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- licence, except as required by road traffic laws;
- 6.1.17 the exclusions in Clause 6.1.16 do not apply if the Vehicle is:
- (a) in the care of a garage or similar motor trade organisation for servicing, maintenance, repair or testing;
  - (b) in the care of a hotel, restaurant or similar organisation for the purpose of parking;
  - (c) necessarily being used or driven as a result of a Medical Emergency affecting you; or
  - (d) necessarily being used or driven as a result of a failure of an Adaptation which renders the Vehicle undrivable by you providing the person holds a valid driving licence to drive the Vehicle;
- 6.1.18 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 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, except as required under road traffic laws;
  - (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
  - (g) the Vehicle being used:
    - (i) in a rally;
    - (ii) in a competition;
    - (iii) in a motor trial;
    - (iv) on a racetrack;
    - (v) on a circuit; or
    - (vi) on a prepared course.The provisions of this Clause 6.1.18(g) do not apply to events organised to encourage road safety, or to treasure hunts where the event is organised for the benefit of the charity Motability.
- (h) a deliberate act caused by any Relevant Person; or
  - (i) any government, public or local authority legally removing, keeping or destroying the Vehicle; or
- 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 Vehicle is materially false or misleading; or
- 6.2.2 if you or any Driver have not told us about any change in circumstances which could affect our liability. This could include not telling the Accident Manager if:
- (a) you or any Driver has been convicted of any motoring offence;
  - (b) you or any Driver has been involved in any accidents, losses or thefts regardless of whether or not a claim was made;
  - (c) you or any Driver change address;

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

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- (d) you or any Driver have been advised by a medical practitioner not to drive;
  - (e) you or any Driver has had their driving licence revoked or withdrawn by the DVLA; or
  - (f) any modifications are made to the Vehicle;
- 6.2.3 if you or any Driver has knowingly provided us with information that is materially misleading or false, for example giving false information about where any Driver lives or their date of birth;
- 6.2.4 if as a result of an incident you or any Driver is convicted of driving whilst under the influence of alcohol or drugs, which includes failing to provide a specimen for analysis when required by law;
- 6.2.5 if providing the Loss or Damage Protection or insurance would breach any prohibition or restriction imposed by law or regulation which is imposed during the Minimum or Maximum Hire Term.
- 6.3 If we are not responsible for any loss of or damage to the Vehicle, then you are responsible for making good that loss and repairing that damage.

## 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 Vehicle, 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 Vehicle 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 they ask for and must not admit or deny a claim brought against you relating to the Vehicle or negotiate or promise to pay a claim brought against you relating to the Vehicle without the Accident Manager's written permission. The Accident Manager will not refuse permission without a good reason 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 any Driver has been convicted of any motoring offence;
  - 7.5.2 if the persons you require to drive the Vehicle change;
  - 7.5.3 if you or any Driver changes their address;
  - 7.5.4 if any modifications are made to the Vehicle;
  - 7.5.5 if you or any Driver intend to use the Vehicle for a use not shown in the Certificate of Motor Insurance;

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

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- 7.5.6 if any Driver has been advised by a medical practitioner not to drive; or
- 7.5.7 if any Driver has had their driving licence revoked or withdrawn by the DVLA.

This is not a full list. If you or a Driver are not sure whether to report any change, please speak to the Accident Manager. If the Accident Manager is not told about anything which is relevant, we may not be responsible for any loss of or damage to the Vehicle which we may otherwise be responsible for, and will hold you responsible instead.

- 7.6 You and any Driver must do everything possible to prevent loss or damage, must keep the Vehicle in good condition and must take reasonable precautions to prevent accidents. Useful information on ensuring you keep your Vehicle in good condition can

be found in the Scheme handbook.

- 7.7 We or the Accident Manager must be able to inspect the Vehicle 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 any Relevant Person will) take any steps we or the Accident Manager might reasonably expect you or them to take in connection with any incident giving rise to the loss or damage. You must also be prepared to allow us or the Accident Manager to act in your name and take any steps we feel are necessary to protect your rights. This may mean that we, or the Accident Manager, will defend or settle any legal claims in your (or a Relevant Person's) name. If we, or the Accident Manager, do this, we will pay any costs and expenses involved as the case may be.

## 8. Loss of Use

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- 8.1 Following a Breakdown of the Vehicle in the British Isles, we will (subject to the limits in this Clause 8) refund to you those parts of the Rental Instalments which were paid to us and relate to the period when the Vehicle was subject to that Breakdown (i.e. to cover you for the time you were unable to use the Vehicle), except that:
  - 8.1.1 we will not make any refund in respect of the first week 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 a Replacement Vehicle; 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:
  - 8.2.1 because of deliberate damage, neglect or misuse of the Vehicle;
  - 8.2.2 because of the fitting of any modifications, replacement or experimental parts which the manufacturer does not approve of;
  - 8.2.3 because of freak weather conditions or frost damage (unless adequate precautions are taken);
  - 8.2.4 because of or during use of the Vehicle outside the British Isles; or
  - 8.2.5 because of or in connection with 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 Except where Clause 9.2 applies, if there is loss of or damage to the Vehicle which we are responsible for under this Agreement, you will be liable to pay us the first £100 of our cost in repairing or making good that loss or damage or £50 in the event that the windscreen, windows or glass sunroof are replaced. This applies each time that loss or damage occurs
- to the Vehicle or the window, windscreen or glass sunroof is replaced.
- 9.2 If the loss or damage occurs whilst the Vehicle is driven by or in the charge of a young driver the following amounts will replace the amount shown above in 9.1:
- \* ages 16 – 20 inclusive £500
  - \* ages 21 – 24 inclusive £300.

## 10. Insurance

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

## 11. Breakdown Assistance (Roadside Services)

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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 Vehicle or Replacement Vehicle cannot be
- used safely as a result of a mechanical, electronic, computer or electrical failure and is subject to fair and reasonable usage.
- 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 Vehicle or Replacement Vehicle 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.
- 12.2 You must repair any damage and make
- good any loss relating to the Vehicle, apart from any loss or damage for which we are responsible under the Loss and Damage Protection. You must also observe all reasonable recommendations regarding care and maintenance of the Vehicle by the manufacturer of the Vehicle.

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

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- 12.3 If you fail to keep the Vehicle in good condition (allowing for fair wear and tear) you will be responsible to us for the costs incurred in repairing the damage to the Vehicle and/or restoring the Vehicle to a good condition. The condition of the Vehicle will be determined by us on receipt of the Vehicle condition information, provided by the Service Agent or other such party instructed by us to inspect the Vehicle.
- 12.4 You must also make sure that the Vehicle and any Telematics Device (if applicable) is regularly maintained (and mechanically repaired if appropriate) and serviced by a Service Agent and/or Telematics Installer and take the Vehicle to a Service Agent and/or Telematics Installer at such times as may be recommended either by us or by the manufacturer of the Vehicle or the Telematics Device. The Service Agent and/or Telematics Installer will carry out routine maintenance work (excluding modification or work as a result of damage which is not fair wear and tear) and will service the Vehicle or Telematics Device as recommended by the manufacturer. You will not have to make any additional payment for this routine work.
- 12.5 Throughout the duration of this Agreement, we will replace or arrange for the replacement (free of charge) of any tyres which have become unsafe or unusable.
- 12.6 If requested to do so by us, and on reasonable notice, you will deliver the Vehicle to a Service Agent selected by us, for inspection or for the purpose of carrying out an "MOT" test. Alternatively you will allow us or our selected Service Agent access to your premises to inspect the Vehicle at all reasonable times. The cost of carrying out the "MOT" test and any routine maintenance will be met by us, subject to the terms of this Agreement.
- 12.7 Any mechanical repairs, maintenance or replacements not covered under Clauses 12.2, 12.3 and 12.4 above or by the Loss and Damage Protection will be at your expense. If you want a third party other than a Service Agent to carry out such work on or any repair to the Vehicle, you should ensure that this third party contacts us first for quality accreditation before the work is undertaken.
- 12.8 We may decide (due to the state or condition of the Vehicle or otherwise), to replace the Vehicle with a vehicle of similar make and/or model in which case the terms of this Agreement shall apply to the replacement vehicle. This does not apply to temporary vehicles provided when the Vehicle has been lost or damaged.

## 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 parties knew it might happen, for example, if you discussed it with us during the application process. This includes liability for death and personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors, or fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the Vehicle.
- 13.2 Whilst you have chosen the Vehicle and the Vehicle has not been inspected by us, we are nevertheless under a legal duty to supply you with a vehicle 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,

## 13. How we are responsible to you *(continued)*

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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 Vehicle 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 Vehicle is lost or damaged as a result of an accident. If you wish to exercise your legal rights in connection with the Vehicle, please contact us as soon as possible.

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

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14.1 You are only entitled to use the Vehicle 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 Vehicle and any Adaptations to whom we direct at the end of the Hire Term at your expense together with the Certificate of Motor Insurance, all keys (or equivalent), the handbook, the service record book and, where applicable, a current "MOT" test certificate.

## 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 or any Driver have given to us, the Accident Manager or our insurer 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 Vehicle or Replacement Vehicle or any goods of yours are seized or threatened to be seized or made subject to a court order, whether or not it subsequently proves to have been unlawful; or

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

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- 15.1.6 the Vehicle is lost, stolen, destroyed, or if we or our claims agent determine that it is not economic to repair any damage.
- 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 Vehicle or Replacement Vehicle without our permission;
- 15.5.2 we will be entitled to take back the Vehicle or Replacement Vehicle;
- 15.5.3 you must use reasonable efforts to return the Vehicle or Replacement Vehicle to a place directed by us as soon as possible at your own expense together with, where applicable, the Certificate of Motor Insurance, all keys (or equivalent) and the current "MOT" test certificate in respect of the Vehicle or Replacement Vehicle (if applicable);
- 15.5.4 you will still be required to pay any amounts which have become payable to us at the date of termination but which have not been paid; and
- 15.5.5 you will also be responsible for any reasonable costs and expenses incurred by us in relation to recovery and, pending any sale of the Vehicle, storage of the Vehicle, including, but not limited to, solicitor's fees, agent's fees and towing and storage charges.
- 15.6 If we take back the Vehicle and it contains property owned by you or someone else we will write to you. You must then collect it within 21 days of the date of the letter, or such longer period we may agree with you. If you do not do this we may destroy this property or sell it on your behalf even if you do not own the property. We will pay to you the sale price, less any amounts payable by you under this Agreement. If you do not own the property, you will be responsible for any claim made against us by the owner.

## 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 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 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 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.
- 16.4 In the event of termination by you:



## 16. When you may end this Agreement *(continued)*

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- 16.4.1 you must return the Vehicle to a place directed by us which is within a reasonable distance of the dealer from whom you collected the Vehicle, together with where applicable the Certificate of Motor Insurance, all keys (or equivalent), the handbook, the service record book and the current "MOT" test certificate in respect of the Vehicle;
- 16.4.2 you must pay to us an administration fee of £250.00;
- 16.4.3 you must pay to us any amounts due under this Agreement (including, but not limited to, any Excess Mileage Payment, any insurance policy excess, any unpaid Loss and Damage Excess and any amounts in respect of repairs to the Vehicle and reinstating the Vehicle following modifications or adaptations);
- 16.4.4 you will continue to be responsible in respect of Rental Instalments until the termination date and to pay to us any other amounts which have become payable to us at the date of termination but which have not been paid;
- 16.4.5 pending any sale of the Vehicle, you will be responsible for and pay to us any costs and expenses incurred by us in respect of the storage of the Vehicle. We may, at our discretion, waive the payment of all or part of the sum due in appropriate circumstances.

## 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 percent 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) or any Driver. 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

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

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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 Vehicle and provide you with the services in relation to that vehicle as set out in this Agreement, including but not limited to support and maintenance services, facilitating the handback of the Vehicle or Replacement Vehicle and information on obtaining a further vehicle 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 with the prior consent of the Hirer or the Driver (as relevant), to conduct limited, proportionate and necessary tracking of the location of the Vehicle or Replacement Vehicle and/or monitoring of the behaviour of the Hirer or the Driver (as relevant) in cases where we install a telematics device and this will be for the purpose of

protecting our commercial interests and to ensure that the terms of this Agreement are not breached (including, for example, ensuring that the Vehicle is used in accordance with these terms in cases where the Driver lives more than 5 miles away from the Disabled Person);

- 18.3.4 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 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
- 18.3.5 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. Use of Personal Information *(continued)*

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- 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 Vehicle or Adaptation, the dealer that supplies the Vehicle, any Service Agent, any Telematics Installer, 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 vehicle 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 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 us at any time if you would prefer not to receive such direct marketing from Motability. 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 the arrangements with Motability (the Charity) are terminated or expire,

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

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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 18.5.7); 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 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 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. Use of Personal Information *(continued)*

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- 18.10.4 for internal analysis and research. Our insurer uses agents and service providers to collect, hold and process on its behalf your personal information for the above purposes; and
- 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 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 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 Vehicle 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 Vehicle, 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(s), 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 attend 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 **[motability.co.uk](https://www.motability.co.uk)**

Minicom users can call **0300 037 0100**

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