

Family Fund Mobility Support Terms and Conditions and Data Privacy Notice

Please read the Terms and Conditions below. Before we can consider referring your application to Motability Operations Limited, we require you to declare that you have understood and agreed to be bound by the Terms and Conditions in respect of applying for a grant from us under Family Fund Mobility Support.

Family Fund Mobility Support aims to help families raising a disabled or seriously ill child under three years old to meet their mobility needs through a car leasing package for a limited period.

Family Fund from time to time will identify families applying to its main grant programmes who may meet the criteria for Family Fund Mobility Support (FFMS). Family Fund will at its discretion, and subject to the availability of funding, make an assessment and introduce the eligible applicants to Motability Operations Limited. Motability Operations Limited and its insurers will then use information that you have provided to see if they can lease you a vehicle including but not limited to checking the endorsements on the named drivers' driving licences including offences, penalties and disqualifications and their car insurance claims history.

Family Fund are authorised and regulated by the Financial Conduct Authority (FCA). As described above, we will introduce you to Motability Operations and this introduction falls under the scope of Credit Broking regulations; and so we need the FCA's permission and approval to do this. This also means that we adhere to the FCA's high standards of overall conduct in relation to this scheme.

If you are eligible for a vehicle, Motability Operations Limited will invite you to enter into a lease agreement which sets out responsibilities between you, as the hirer, and Motability Operations Limited for that vehicle. The lease agreement is between you and Motability Operations Limited. Family Fund is not Party to this agreement. This lease agreement is likely considered a regulated hire agreement.

If your application is successful, and the lead time for your Motability adapted vehicle is more than 30 days, Motability Operations Limited will do all they can to expedite this as soon as possible. You may be eligible for Rapid Mobility – a hire car, until your vehicle is ready. Motability Operations Limited will discuss all options with you and provide clear information on this process. Rapid Mobility would not usually be subject to a regulated hire agreement due to the length of time it is required for, but you will enter into a hire agreement with the hire car company.

In the event that you apply to Family Fund Mobility Support and the Disabled Person is older than two years and six months, and you have the intention to or already have applied for the High Rate Mobility element of DLA to commence at the child's third birthday, it may be more suitable to offer you Short Term Hire – a hire car. Motability Operations Limited will discuss all options with you and provide clear information on this process. You will enter into an agreement with the hire car company.

Family Fund will provide a grant to cover only the monthly "Rental Instalments" for the "Duration of hire" as set out in the lease agreement or, where applicable, the hire



agreement you enter into with the hire car company and payment will be made directly to Motability Operations Limited.

Family Fund will not provide a grant for any other costs in relation to the Lease Agreement or, where applicable, the agreement you enter into with the hire car company. For example Family Fund grants will not cover any excess mileage costs, loss or damage excesses, early termination fees, costs of recovering the vehicle or if you are charged under the lease agreement or, where applicable, the hire agreement you enter into with the hire car company, for failing to keep the vehicle in good condition (allowing for wear and tear). Any other costs that arise will be covered by you or Motability Operations Limited as set out in the lease agreement or, where applicable, the hire agreement you enter into with the hire car company, and Family Fund will not cover these costs. It is your responsibility to read and understand the lease agreement or any other hire agreement, before you enter into them.

Under Family Fund Mobility Support the grant can only be paid in respect of lease or hire agreements that you enter into with Motability Operations Limited – or where they have guided you into Rapid Mobility or Short Term Hire. If you, Motability Operations Limited or the hire car company, terminate the agreement in place then our grant will be paid to Motability Operations Limited to cover the “Rental Instalments” up to the date of termination as set out in the agreement. You will not be entitled to payment of any remainder of the Grant in whole or in part.

In the event the lease or hire agreement is terminated early the grant support will cease and will not be transferable. Family Fund will be under no obligation to provide you with any additional support to meet your transport needs.

If you do not provide the information that we require to make a decision or are found not to be eligible for the Mobility support, we will

not be obliged to contact you with any further updates on the scheme. Should you wish to reapply at a later date then you can contact us using the details that can be found on our website.

Declaration

In applying for the support as described above:

You warrant that the information provided to Family Fund in relation to the Family Fund Mobility Support is accurate and not misleading.

You understand that if you knowingly give information that is incorrect or incomplete, you may be excluded from the support and could be liable to prosecution or other action.

You understand that the Family Fund determines eligibility for the support at its discretion and that if your application is introduced to Motability Operations Limited the application may still be unsuccessful for reasons including limitations on available funding. There is no entitlement to a grant and all cases are assessed on an individual basis.

You understand that the lease agreement will be between you and Motability Operations Limited and that Family Fund will not be party to the agreement. It is your responsibility to read and understand the Lease Agreement before agreeing to it, including any payments for which you may be liable. This is also applicable for any other hire agreements you may be asked to enter into in respect of Rapid Mobility or Short Term Hire.

You understand that the grant funding will only cover the “Rental Instalments” under the lease or hire agreement and will not be transferable or repayable in the event of early termination.

You understand that any information that you provide directly to Motability Operations



Limited will be between you and Motability Operations Limited and will be managed in accordance with its terms and conditions as set out in the lease agreement and its privacy policy.

You agree that Family Fund will use the data as set out in the Family Fund Mobility Support Data Privacy Notice.

Your agreement to the terms and conditions will be required over the phone before your application is passed to Motability Operations. Calls are recorded and retained to evidence your consent.

Should you wish to make a complaint about your introduction to Motability Operations, you should write to Claire Locker, Finance Director, Family Fund, Unit 3 Alpha Court, Monks Cross Drive, Huntington, York, North Yorkshire, YO32 9WN. In general terms, if we are unable to resolve your complaint within three working days we must acknowledge your complaint and then respond in writing within eight weeks; telling you whether the complaint has been successful or why we might need more time to look into it. If you have a complaint about any other party or process involved in this scheme, you may still contact us but your complaint will be passed to the relevant party to deal with. We will make you aware of this at all stages.

If you remain unhappy with our response, you may take your complaint to the Financial Ombudsman Service. More detail about their service and how to complain to them can be found at www.financial-ombudsman.org.uk, by calling 0800 023 4567 or by writing to them at Exchange Tower, Harbour Exchange, London, E14 9SR. It is important you contact the Financial Ombudsman Service within six months of receiving a final, or it may not be able to deal with your complaint.

Data Privacy Notice

Family Fund takes privacy very seriously, and this notice explains our practices including your choices regarding the collection, use and

disclosure of your personal data, processed in respect of Family Fund Mobility Support. This notice applies to all data that we collect about you. Please note if you are invited to sign up to a lease agreement with Motability Operations Limited, you will be required to read, understand and be bound by terms and conditions in relation to the lease agreement and the insurance. Please read this notice carefully and contact us if you have any questions using the details provided in the contact and feedback section below. This is also applicable for any other hire agreements you may be asked to enter into in respect of Rapid Mobility or Short Term Hire.

Who are the data controllers and how can they be contacted?

We (meaning Family Fund) and Motability Operations Limited are separate data controllers of the information which we, and they, collect and process about you in connection with Family Fund Mobility Support as described in this notice and in any other notices provided to you from time to time. This includes information about you, the Disabled Person or any Driver.

Any queries in relation to how we process personal information can be submitted in writing to our registered office in the contact and feedback section below.

Queries about how Motability Operations Limited and its Insurer processes personal information should be submitted to them in accordance with any Privacy notices provided by them.

This application and all documents related to this application will be treated in accordance with the Data Protection Act 2018 or in accordance with any future Act which take its place.

We have a Data Protection Officer, who oversees compliance with data protection laws and this privacy notice, and provides guidance and advice as required. You can

contact our Data Protection Officer using the details at the end of this notice.

Purpose for which information is used and otherwise processed by Family Fund

By providing us with your information and signifying consent in writing or verbally, you will be providing your explicit consent to us using your information, including any sensitive personal information, where required, contained within your application in order to verify eligibility for the Grant and Family Fund Mobility Support.

Family Fund may also use this information in its legitimate interests for the following purposes:

- To monitor and oversee the performance of the Family Fund Mobility Support. For example to understand the quality of service, the value for money provided to Customers and to ensure that it meets the needs of disabled children;
- To generate evidence reports and summaries of our completed work for publication on our Website, and performance data for inclusion in our annual report. We may do this by sending you a link to a survey. You do not have to complete the survey and can opt out of this communication by unsubscribing to the email, by contacting us using the details provided in the contact and feedback section below. Please note that any such reports and summaries will contain general information on trends and/or issues;
- Our own research purposes (or for the legitimate research purposes established by organisations which we are associated with, including our funders, “Motability (the Charity)”. This may involve providing your contact details to a trusted research organisation conducting research on our behalf. If you’re contacted for research purposes and you don’t want to be involved, you can say that you don’t want to be contacted as set out in the bullet point above. Please note that any such

research reports will contain general information on trends and/or issues and will not identify you;

- To contact you to ask you if you would like to provide a case study or tell your story so we can report the impact of what we do to our funders. If you are happy to do this we will only use the information that you provide with your explicit consent;
- To detect, investigate and prevent fraud;
- To comply with legal and regulatory requirements and to adhere to responsible good governance requirements of the scheme.
- In the event that Motability Operations Limited is replaced, Family Fund may use, disclose and otherwise process your personal information in the ways described in this Notice until such time as a replacement provider of Family Fund Mobility Support is engaged.

We will also process this information where necessary for the substantial public interest in us ensuring that we can effectively and efficiently administer our related funding agreements.

We only collect personal data that we need from you to provide and oversee this service to you and will not collect any unnecessary data.

Disclosures of personal information

In addition to the disclosures described in this Notice, Family Fund may disclose your personal information to the following third parties for the relevant purposes set out above:

- Our funder, Motability, the Charity which provide us with funding (where necessary for the substantial public interest in us ensuring that we comply with our related funding agreement with the relevant funder).

Any third party which is involved in the provision of the assistance we are providing to or procuring for you. For example; (a) information will have to be

shared with Motability Operations Limited, its insurers and the DVLA to understand whether your application meets the requirements of the scheme;
(b) Where applicable and you enter into Rapid Mobility or Short Term Hire, information will have to be shared with the hire car company – Europcar.

We may also share personal information about you:

- (a) With third parties who are directly involved in dealing with any request, enquiry or correspondence submitted by you;
- (b) With third parties who are providing us with professional advice and support where necessary for our legitimate interests in obtaining such advice or support;
- (c) Where we are legally required to do so;
- (d) In connection with criminal investigations, legal proceedings or prospective legal proceedings where necessary for our legitimate interests and permitted by law;
- (e) Where necessary for our legitimate interests in establishing, exercising or defending our legal rights (including providing information to others);
- (f) For the purposes of fraud prevention) and permitted by law; and
- (g) Where we state or inform you otherwise (for example, in this policy or on our Website).
- (h) Where we believe there is a threat to life.
- (i) With any third party to whom we or Motability Operations Limited transfer, or may transfer, any of its rights and obligations under this support (including the replacement provider mentioned above).

Transfers of data outside the European Economic Area (EEA):

From time to time we may need to process some of your data using third party processors located in countries outside of the European Economic Area (EEA), for example, for the purposes of data hosting, analytics and fraud prevention. If your data is processed outside of the EEA, we will take all necessary

steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the UK.

Retention periods

The personal information collected in connection with Family Fund Mobility Support will be stored by us in line with our data retention schedule and as permitted or required under applicable laws and regulatory requirements. A copy of this schedule is available on request.

Fair processing notices from third parties to you

To obtain a copy of the privacy notices or similar statements of other organisations with which your personal information may be disclosed, including in particular Motability Operations Limited, its insurer or, where applicable, the hire care company, 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.

Details about Motability Operations Limited and its insurer and its processing of personal information

The insurer of Motability Operations Limited is an independent data controller of the information which it collects or receives about you in connection with the insurance cover that may be provided by it under the Scheme. When we introduce your application to Motability Operations Limited they, or the insurer may check the information provided against 3rd party databases. If you are invited to enter into a lease agreement with Motability Operations Limited, you will be signing up to their terms and conditions which set out how Motability Operations Limited and its insurer will use personal information of the disabled person or any driver in

connection with the Support. You must make sure you understand these terms and conditions when you agree to be bound by them. For example they may reserve the right to collect and use data about the vehicles use with a tracking device installed in the leased vehicle.

To comply with legal and regulatory requirements and to detect, investigate and prevent fraud, Motability Operations Limited or its insurer may be required to disclose information about you to the police, Government departments and agencies and law enforcement agencies and the DVLA.

Where Motability Operations Limited are able to support you with Rapid Mobility or Short Term Hire, this will be facilitated through Europcar, the hire car company. Before you enter into these processes, you will be provided with suitable information by Motability Operations Limited in their own privacy notice, and further privacy notices as the journey progresses. You must ensure you read this information carefully.

Data security and accuracy

Family Fund, 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 set out in this privacy notice.

Your rights under data protection laws

You have a number of rights which you can if you wish exercise against, the Family Fund, Motability Operations Limited and/or its insurer, including a right to ask for:

- Access to or a copy of the personal information held (in certain circumstances a small fee may be charged);
- 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

- Your personal information to be returned to you (if you provided it to us) or transferred to another service provider, in certain circumstances.

You also have the right

- 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 Support and that it will terminate;
- In circumstances where the processing of your personal information is necessary for the performance of this Support 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
- To exercise any of the rights described above against Family Fund you can use the contact details provided in this privacy notice. If your request relates to Motability Operations Limited contact details will be on their website or in any privacy notice they have provided you with. If your request relates to the Insurer and you have signed a lease agreement, its contact details will be in the insurance cover booklet.

Contact and Feedback

If you have any queries or wish to raise a complaint on how Family Fund have handled your personal data, please contact our Data Protection Officer at:

Data Protection Officer, Family Fund,
Unit 3 Alpha Court, Monks Cross Drive,
Huntington, York, North Yorkshire,
YO32 9WN.

You can call 01904 550010, or email us using data.protection@familyfund.org.uk

If at any time you are not satisfied with our response or believe we are processing your personal data not in accordance with the law, you can complain to the Information Commissioner's Office (www.ico.org.uk).