

## **Mobility Exemption Pass – Terms and Conditions**

### **1. The agreement**

Thank you for choosing a Mobility Exemption Pass. Please take a few minutes to read carefully the terms and conditions set out below:

- 1.1 These terms and conditions apply to your application and use of an M6toll Mobility Exemption Pass (MEP).
- 1.2 When using your Mobility Exemption Pass you agree to these terms and conditions.
- 1.3 A Mobility Exemption Pass is valid for one year for the person listed on the application form, and an annual application is required.
- 1.4 Holders of a Mobility Exemption pass must meet qualifying criteria, which shows the holder being in receipt of one of the following:
  - Lower or Higher rate mobility component of Disability Living Allowance dated within the last 2 years.
  - Higher rate Attendance Allowance dated within the last 1 year.
  - Entitled to at least the standard mobility component of Personal Independence Payment (PIP) dated within the last 2 years.
  - War Pensioners Mobility Supplement or Armed Forces Independent Payment

### **2. Setting up your Mobility Exemption Pass**

- 2.1 Upon completion of your application, please return to us via post, along with a copy of the all required supporting documentation as listed on the form and a recent passport sized signed photograph.
- 2.2 An application for a Mobility Exemption Pass can be made on behalf of an applicant, if the applicant is under 13, is subject to a Power of Attorney or is unable to do so themselves.
- 2.3 If applying for the renewal of a Mobility Exemption Pass, please ensure your renewal is submitted no less than one calendar month prior to expiry along with all the relevant supporting documents within date as mentioned in section 1.4 and 2.1.
- 2.4 If the Mobility Exemption Pass applicant is under 13 years old age, a parent or guardian is required to sign the application form.
- 2.5 Incomplete applications will be returned to the sender.
- 2.6 A £7.00 administration charge is payable upon each application and renewal.
- 2.7 Once your application has been processed your Mobility Exemption Pass will be returned to you. Please allow 28 working days for delivery. Delivery to an address outside of UK mainland may take longer and will be subject to an additional charge to be paid by the applicant.
- 2.8 M6toll accepts no liability for loss or damage of supporting documentation or a Mobility Exemption Pass in the post.

### **3. Using your Mobility Exemption Pass**

3.1 A Mobility Exemption Pass allows free passage on the M6toll only for the pass holder listed in the application, who must be present in the vehicle when travelling.

3.2 When travelling on the M6toll, the pass holder may be required, when requested, to present their M6toll Mobility Exemption Pass along with their Blue Badge Pass to M6toll staff in to enable verification checks.

3.3 If you do not have your M6toll Mobility Exemption Pass with you at the time of travel you may be required to pay the toll amount due for your journey.

3.4 The M6toll has CCTV operating in all toll lanes, and we will carry out verification of the information supplied in your application in this way. If there is a breach of these terms and conditions, or a mis-use of your Mobility Exemption Pass, we reserve the right to withdraw it, without notice.

### **4. Lost, stolen or damaged Mobility Exemption Passes**

4.1 Should your Mobility Exemption Pass be lost, stolen or damaged, please contact our Customer Services Team on 0330 660 0790 or alternatively email us on [customer.services@m6toll.co.uk](mailto:customer.services@m6toll.co.uk)

We may charge an administration fee for lost Mobility Exemption Passes.

### **5. Updating your personal details**

5.1 It is important that you notify us of any changes to your details. These include your personal details and your vehicle details. You can do this by calling our Customer Services Team on 0330 660 0790 or alternatively email us on [customer.services@m6toll.co.uk](mailto:customer.services@m6toll.co.uk)

If you fail to inform us of any changes then you may not be eligible for free travel until we are informed of any changes.

### **6. Communication**

6.1 We would like to contact you by email, post or telephone, therefore, please ensure your personal details are kept up to date.

### **7. Changes to terms and conditions**

7.1 We may at any time, change these terms and conditions and we will notify you of these changes no less than 14 days in advance.

### **8. Privacy policy and data protection**

8.1 When you apply for a Mobility Exemption Pass you consent to the use of your personal information as set out in our privacy policy, which can be found at [www.m6toll.co.uk](http://www.m6toll.co.uk)

8.2 Calls to our Customer Services Team maybe recorded for training and monitoring purposes.

## **9. Liability**

9.1 We will accept liability for any direct damage caused to your tangible property through negligence of the M6toll. Our entire liability shall be limited to damages equal to £50,000.

9.2 We will not be responsible for loss of profits, goodwill or any type of special, indirect or consequential loss however caused, including loss or damage suffered by you as a result of an action brought by a third party.

9.3 All applications for Mobility Exemption Passes are subject to availability and we reserve the right to refuse to supply a Mobility Exemption Pass to individuals who do not meet the qualifying criteria.

## **10. Force Majeure**

If delivery and use of your Mobility Exemption Pass is prevented or hindered by anything beyond the M6toll, including but not limited to, extreme weather including: flood, drought, lightening or snow, acts of God, acts of government, strikes, fire, aircraft explosion, riots, acts of war or malicious mischief then this agreement shall be suspended until the prevention or hinderance comes to an end.

## **11. Governing Law**

11.1 Midlands Expressway Limited is incorporated in England with registered number 2309767.

11.2 These terms and conditions are governed by and interpreted in accordance with English law and the English courts have exclusive jurisdiction to resolve any disputes.

## **12. Contacting M6toll**

The M6toll can be contacted in the following ways

- By email at [customer.services@m6toll.co.uk](mailto:customer.services@m6toll.co.uk)
- In writing to Customer Services, Midland Expressway, Operations Centre, Express Way, Weeford, Lichfield, Staffordshire WS14 0PQ
- By telephone on 0330 660 0790