

Mobility Exemption Terms & Conditions

1. The agreement

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

- 1.1 These terms and conditions apply to your application and use of an M6toll Mobility Exemption.
- 1.2 When using your Mobility Exemption, you agree to these terms and conditions.
- 1.3 A Mobility Exemption is valid for one year and an annual application will be required.
- 1.4 There is a maximum of one application and one vehicle per person.
- 1.5 Holders of an M6toll Mobility Exemption must meet qualifying criteria as set out in the New Roads and Street Works Act 1991 and the Vehicle Excise and Registration Act 1994.
- 1.6 In line with the Vehicle Excise and Registration Act 1994, exemption from road tax under the classification of 'Disabled' will only be exempt when the vehicle is, used or kept for use, by or for the purpose of a disabled person who is in receipt of one of the following documents:
 - A V5 Vehicle Registration Document showing the vehicle registration number and the road tax classification 'Disabled'.
 - A confirmation letter to claim vehicle road tax classification status of 'Disabled' that also shows the vehicle registration number under a Motability Vehicle Lease Agreement.
 - War pensioner mobility supplement.
 - Armed Forces Independence Payment.
 - Disability Living Allowance (DLA) by virtue of entitlement to the **Mobility Component at the Higher Rate**.
 - Is in receipt of disability assistance for children and young people by virtue of entitlement to the **Mobility Component at the Higher Rate**
 - Personal Independent payment (PIP) by virtue of entitlement to the **Mobility Component at the Enhanced Rate**.

Setting up your Mobility Exemption

- 1.7 Please complete your application online, you will also need to upload proof of relevant documentation as part of your online application, as per section 1.6
- 1.8 An application for Mobility Exemption can be on behalf of an applicant, if the applicant is under 13 years of age, is subject to a Power of Attorney or is unable to do so themselves.
- 1.9 If the Mobility Exemption applicant is under 13 years old, a parent or guardian must sign the application form.
- 1.10 If applying to renew a current M6toll Mobility Exemption, you should reapply no less than one calendar month prior to expiry along with relevant proof as mentioned in section 1.6.
- 1.11 Incomplete applications will be returned to the sender and any incorrect online applications will be cancelled and any monies paid refunded.
- 1.12 A £7.00 administration charge is payable upon each application and renewal.
- 1.13 Once your application has been processed, we will send you an email/letter confirming that your Mobility Exemption using Automatic Number Plate Recognition (ANPR) is ready to use. Please allow 28 working days for application processing.
- 1.14 M6toll accepts no liability for loss or damage of supporting documentation related to your Mobility Exemption.

2. Using your Mobility Exemption

- 2.1 A Mobility Exemption allows free passage on the M6toll only for one personal vehicle and the person listed in the application, who must be present in the vehicle when travelling on the M6toll.
- 2.2 When travelling on the M6toll, the exemption holder, maybe when requested, required to present proof of their identity. to M6toll staff to enable verification checks.
- 2.3 If at the time of travelling on the M6toll, the holder is not travelling in the exempt vehicle, or the incorrect Vehicle Registration Number (VRN), is held on the Mobility Exemption, then M6toll Mobility Exemption will be refused, and you may be required to pay the toll amount due for your journey.
- 2.4 The M6toll has CCTV operating in all toll lanes, and we will conduct verification of the information supplied in your application in this way. If there is a breach of these terms and conditions, or a misuse of your Mobility Exemption, we reserve the right to withdraw it, without notice.
- 2.5 A Mobility Exemption is only valid for one Vehicle Registration Number, (VRN) and when the named applicant is inside the vehicle.

3. Managing your Mobility Exemption

- 3.1 Should your Mobility Exemption vehicle, be sold or stolen, please contact our Customer Services Team on 0330 660 0790, option 2, or alternatively, email us at mobilitypass@m6toll.co.uk

4. Updating your personal details

- 4.1 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 mobilitypass@m6toll.co.uk

If you fail to inform us of any changes then you should not travel on the M6toll until we have been informed of and acknowledged, those changes.

5. Communication

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

6. Changes to terms and conditions

- 6.1 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.

7. Privacy policy and data protection

- 7.1 When you apply for a Mobility Exemption 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
- 7.2 Calls to our Customer Services Team maybe recorded for training and monitoring purposes.

8. Liability

- 8.1 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.
- 8.2 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 because of an action brought by a third party.
- 8.3 All applications for Mobility Exemption are subject to availability and we reserve the right to refuse to supply Mobility Exemption to individuals who do not meet the qualifying criteria.

9. Force Majeure

If delivery and use of your Mobility Exemption 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 hindrance comes to an end.

10. Governing Law

- 10.1 Midlands Expressway Limited is incorporated in England with registered number 2309767.
- 10.2 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.

11. Contacting: The M6toll can be contacted in the following ways

By email at mobilitypass@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, option 2**