



## **SHOPMOBILITY TERMS AND CONDITIONS**

I agree:

- that the vehicle transporting the shopmobility users, may wait in a parking place free of charge up to first three hours in any one day but must pay any additional parking charge applicable for a period exceeding three hours
- to inform Shopmobility services of any medication changes that could stop me operating a powered mobility aid in a safe manner and I understand that I might be requested to provide a letter from my doctor confirming this
- to return the equipment to the office and leave in the care of an attendant in the same condition as issued on the same day and on/before the time as booked. In the event of a delay I will immediately contact the Shopmobility office and if the equipment is not returned pay for its recovery
- to pay upon receipt of an invoice issued by Cambridge City Council for the recovery, repair or replacement of the equipment if damaged due to misuse. Until payment is made you will not be able to use the service
- not to permit any other person to use the equipment. Children and pets are not permitted to ride on the equipment
- to travel at a slow and safe speed, particularly when travelling through busy areas and shops and to show courtesy and consideration to others
- to remain on public walkways and not to use the equipment on a public road except when crossing public highways. I acknowledge that users of powered equipment do not have a legal right of way on the highway
- to only use the equipment within the boundaries of the city centre as marked on the map held at Shopmobility offices
- not to use the equipment on escalators or stairs. I will use dropped kerbs where available and when climbing kerbs approach them at right angles
- not to hang shopping or carrier bags over the handlebars of the equipment
- when leaving equipment unattended that it does not cause an obstruction to others and the key in respect of powered equipment is removed
- not to drive powered equipment for the purposes of illegal activity or when intoxicated with alcohol, non-prescribed drugs or solvents

- to use the equipment for the sole purpose of visiting shops and other public facilities within the city centre. I will not use the equipment for the purpose of taking me to and from my workplace
- that my registration may be suspended or cancelled immediately if any of these conditions are not followed

## **If involved in an accident**

If involved in an accident whilst using Council issued Shopmobility equipment you should stop whether or not the accident was your fault if:

- anyone, other than themselves, is injured; or
- another vehicle, or someone else's property, is damaged; or
- an animal is injured; or
- any item of street furniture is damaged

If you have to stop, you must remain with the equipment at the scene of the accident long enough for anyone who is involved directly or indirectly in the accident to ask for details. The Shopmobility user must then give their name and address.

The Shopmobility user must report the accident to Shopmobility Services as soon as practicable and in any case within 24 hours. This duty arises whenever the Shopmobility user has not given their name and address at the scene of the accident, whether or not they were asked to do so.

## **We do not compensate you for all losses caused by us or our products**

To the extent allowed by law, Cambridge City Council shall not be liable for any accident or any losses (whether direct or indirect) unless caused by the Council's negligence, for example, the sole or main cause of the accident was a mechanical fault with the equipment in use at the time of the accident.

Except in the case of death or personal injury caused by the Council's negligence where the Council cannot exclude its liability, the Council will not be liable for:

- any unexpected losses or unforeseeable losses
- losses caused by an event outside the Council's control
- avoidable losses for example, something you could have avoided by taking reasonable action
- a business loss
- loss of profit and/or expected income

## **Insurance**

**Shopmobility user should take out their own insurance. In all accidents, Shopmobility user should inform their own insurance company.**

## **Shopmobility personal data processing Privacy Notice**

### **Why are we asking for your personal information?**

We require your personal data to provide you with a Shopmobility Service that is most suitable for your requirements. We also need contact details in case of emergencies and Health & Safety reasons.

We cannot process your application unless you provide this personal information. Failure to provide personal information will result in you not being permitted to join the Council's Shopmobility scheme or hire the mobility equipment.

You hold the following rights with regard to the personal data you provide us:

- Right to Access – You have the right to access (receive a copy) of your personal data and supplementary information
- Right to Rectification – You have the right to have any inaccurate or incomplete personal data rectified
- Right to Erasure – You have the right to request the erasure of your personal data so long as it's processing is no longer necessary for the purposes for which it was obtained or unlawfully obtained (non-exhaustive) or the information is required for a legal obligation or if it is needed to defend a legal claim
- Right to Data Portability - You have the right to request your personal data which you have provided to us to be supplied in a 'structured, commonly used and machine-readable format (for example, CSV). You may request that this information is supplied directly to another data controller on your behalf
- Right to Restriction – You have the right to request a restriction of the processing of your personal data in situations where it is inaccurate, unlawful, and no longer needed for the purposes for which it was originally collected, or if a withdrawal of consent has been made

## **Sharing your information**

We may share your personal data with partner authorities. Also, the Police or other emergency services in the event of an incident occurring.

We may process the information you provide to prevent and detect fraud in any of our systems and may supply information to government agencies, credit reference agencies, audit or other external bodies for such purposes. We participate in the governments National Fraud Initiative.

If any of the information we have about you is incorrect, please tell us, we are reliant on you assisting us to keep your information accurate and up to date.

## **Retention of your personal information**

We only retain your information for two years after termination of membership or last use of equipment, for some items this will be dictated by law. You can find out more by looking at the Councils Retention Policy on the website.

We will not transfer your personal data outside of the UK.

Cambridge City Council is a registered Data Controller with the Information Commissioners Office.

You can find out more about how we handle your data by visiting the Councils Privacy Notice page on the web site. If you have a query regarding your rights, please contact the Data Protection Officer who can be contacted by emailing [infogov@3csharedservices.org](mailto:infogov@3csharedservices.org)

You have the right to lodge a complaint with the Information commissioner's Office (ICO) should you believe any part of this statement to be unlawful.