

Accessible Vehicles and Equipment Scheme

Scheme Rules

October 2019

Part I: Applications, Accreditation and Reviews

1. Applications

1.1 An entity seeking accreditation for the purposes of the Accessible Vehicles and Equipment scheme shall apply to the Scottish Government in such form and subject to such conditions as it shall specify.

1.2 No employee of the Scottish Government may make an application under the Accessible Vehicles and Equipment scheme.

2. Accreditation Committee

2.1 The Scottish Government shall constitute an Accreditation Committee which shall take decisions as to—

- a) the award of accreditation, either generally or for any particular purpose, or purposes,
- b) the subsequent withdrawal or suspension of accreditation, and
- c) the determination of complaints.

2.2 The Scottish Government shall appoint a minimum of three Members to form the Accreditation Committee and shall appoint one of these Members to chair the committee.

2.3 The quorum shall be three Members so appointed, one of whom must be the person appointed to chair the committee, and a decision may be taken by a majority of the Members.

2.4 The Accreditation Committee Members shall be drawn from the Senior Civil Service, with each Member holding a substantive post at deputy director grade or above.

2.5 Subject to the provisions of these rules, and to any measure taken by the Scottish Government or the Scottish Ministers, the Accreditation Committee may regulate its own procedure for dealing with any matter before it.

2.6 Where any Member of the Accreditation Committee has a close, direct personal or financial connection to the Applicant (or a subsidiary, or parent entity of the Applicant), the Member should disclose this and immediately withdraw from the proceedings.

2.7 Where a Member withdraws from proceedings under Article 2.7:

- 2.7.1 the Member will take no further part in the Accreditation Committee's deliberation or decision-making in relation to the Applicant;
- 2.7.2 the Member must not be present during any discussion of the applicant; and
- 2.7.3 an alternative Accreditation Committee Member will be appointed, subject to the same terms as at 2.5 and 2.6 above.

3. Decisions

3.1 The Accreditation Committee shall decide, within two months of receipt of the application, unless it considers that a longer period is required to determine a particular application in which case it shall, within that two month period, notify the Applicant of this fact and of the reasons.

3.2 The Accreditation Committee may request the Applicant (or, in the case of a legal person applying under the rules of the scheme, a nominee of the Applicant)

attend a meeting of the committee and any such request shall be sent no later than four weeks after receipt of the application.

3.3 The Accreditation Committee shall not consider an application made during a period of disqualification as defined below.

3.4 A decision to award accreditation—

- a) shall specify the period for which the accreditation will be valid (which period must begin on the date of the decision, or, where a decision is taken during an existing period of accreditation, on the expiry of that existing period)
- b) shall state that the accreditation is for all purposes or shall specify a particular purpose or purposes for which it is valid;
- c) shall include the conditions as set out in Schedule 1 of these rules; and
- d) may include such conditions as the Accreditation Committee considers appropriate, including conditions (in respect of the accreditation of persons) as to training or the continued Membership of, or registration with, a professional regulatory body.

3.5 The Scottish Government shall send the Applicant written notification of the decision within 2 weeks of it being taken.

4. Termination

4.1 An accreditation awarded under article 3 will terminate—

- a) when the Scottish Government receives written notification that the Applicant wishes to surrender the accreditation;
- b) when the Accreditation Committee withdraws the accreditation under Article 5, subject to 4.3 below;

4.2 Except where the Accreditation Committee decides otherwise, the termination of an accreditation shall not affect the validity of any work carried out by an accredited person in consequence of that accreditation nor of any work conducted in an accredited manner.

4.3 Where an Accreditation Committee (or Review Committee as appropriate), withdraws accreditation under Article 5, the accredited provider must continue to provide the same service to existing customers until the earliest of the following events:

- 4.3.1 the expiry of the customer's lease; or
- 4.3.2 the transfer of the lease to another accredited provider at the direction of the Accreditation Committee (or Review Committee as appropriate.)

5. Withdrawal

5.1 Where—

- a) an Applicant is no longer a Member of, or registered with, a professional regulatory body (other than by suspension or other temporary measure) in breach of a condition imposed in terms of article 3 or
- b) a condition to similar effect has been so breached,

the Accreditation Committee shall withdraw the Applicant's accreditation.

5.2 In any other case, the Accreditation Committee may decide to withdraw an accreditation and may do so in respect of any, or all, of the purposes for which it was awarded.

5.3 The Scottish Government shall notify the Applicant in writing of the Accreditation Committee's intention to consider taking a decision under paragraph

(2) and of the reasons for it, and, where practicable, the notification shall also be accompanied by a copy of any relevant material which the committee intends to take into account in reaching its decision.

5.4 The Applicant may submit written representations, which shall be sent to the Scottish Government within 6 weeks of the date of notification under paragraph (3).

5.5 An Applicant who wishes to make oral representations, either personally or through a representative, shall send written notice of this to the Scottish Government within 3 weeks of the date of the notification under paragraph (3), specifying, where appropriate, the name, address and occupation of any representative.

5.6 The Accreditation Committee may request the Applicant to attend an oral hearing, in which case it shall do so when sending the notification under paragraph (3); and if the Applicant wishes to be represented at that hearing then he, she or, as the case may be, it shall send the Scottish Government written notification of the name, address and occupation of the representative within the time limit specified in the preceding paragraph.

5.7 Where notification is given in accordance with paragraph (5) or (6), the Accreditation Committee shall hold an oral hearing.

5.8 Following consideration of all representations made by or on behalf of the Applicant and of all other relevant material the Accreditation Committee shall, within 3 months of the date of the notification under paragraph (3), decide whether to withdraw the accreditation, in whole or in part.

5.9 In addition to deciding to withdraw an accreditation the Accreditation Committee may, at the same time, decide to disqualify the Applicant from making a further application for accreditation under article 1 for a period of up to 3 years.

5.9.1 The circumstances in which an Applicant may be disqualified are:

- a) the Applicant has been guilty of serious misrepresentation in supplying the information required to determine whether it meets the criteria for accreditation set out in Schedules 2 and 3.
- b) the Applicant:
 - i. has or has sought to unduly influence the decision-making process of the Scottish Government;
 - ii. has or has sought to obtain confidential information that may confer upon it undue advantages in the accreditation process; or
 - iii. has negligently provided misleading information that may have a material influence on decisions concerning exclusion or accreditation.

5.9.2 The period of disqualification will be set at a reasonable time in all the circumstances.

5.10 The Scottish Government shall send the Applicant written notification of a decision taken under paragraph (1) or (8) within 2 weeks of it being taken.

6. Suspension

6.1 Where—

- a) an Applicant's Membership of, or registration with, a professional regulatory body is suspended or otherwise temporarily removed, resulting in a breach of a condition imposed in terms of article 3 of these rules,
- b) a condition to similar effect has been so breached, or

c) the Applicant is not able to satisfactorily demonstrate its ability to deliver the minimum standards of service set out in Part 2 of these rules, the Accreditation Committee shall suspend the Applicant's accreditation for so long as such condition is not fulfilled.

6.2 Where the Accreditation Committee suspends an Applicant's accreditation it shall send the Applicant written notification of this decision within 2 weeks of it being taken.

6.3 Except where the Accreditation Committee decides otherwise, the suspension of an accreditation shall not affect the validity of any work carried out by an accredited person in consequence of that accreditation nor of any work conducted in an accredited manner prior to such suspension.

6.4 Where an Applicant's accreditation is suspended:

6.4.1 The Applicant may not accept any new customers under the accreditation scheme;

6.4.2 The Applicant must continue to meet its obligations under the accreditation scheme rules to existing customers.

7. Reviews

7.1 An Applicant who has made an application in terms of Article 1 may ask for a review of a decision –

- a) under Article 3 in respect of that application, or
- b) under Article 5 to withdraw the resulting accreditation.

7.2 Such a request must –

- a) be sent to the Scottish Government within 4 weeks of the date of the notification to the Applicant of the relevant decision;
- b) specify the Article of the decision against which the review is sought; and
- c) be supported, within four weeks of being sent to the Scottish Government, by such written representations as the Applicant wishes to be considered.

8. Review Committee

8.1 The Scottish Government shall constitute an Review Committee which shall determine reviews sent to the Scottish Government in accordance with Article 7.

8.2 Subject to paragraph (4) below, the Scottish Government shall appoint a minimum of two of its Members to form the Review Committee, which number must include the convener, and the convener shall be appointed to chair the committee (but, if he or she has an interest in a particular review such that he or she cannot form Article of the committee for that decision, or if the convener is otherwise unable to participate or if the office of convener is temporarily vacant, the Scottish Government shall appoint another Member to chair the committee for that review decision).

8.3 The quorum shall be two of the Members so appointed, of whom one must be the person appointed to chair the committee.

8.4 The Review Committee Members shall be drawn from the Senior Civil Service, with each Member holding their substantive post at deputy director grade or above.

8.5 At least one Member of the Review Committee will hold a post in a different directorate.

8.6 No Member who formed part of the Accreditation Committee which made the decision under review shall form part of the Review Committee which considers the review.

8.7 The validity of any proceedings of the Review Committee is not affected by the absence of any Member appointed under paragraph (2), provided that the number of Members considering a review does not fall below two.

8.8 Where any Member of the Review Committee has a direct personal or financial connection to the Applicant, the Member should disclose this and immediately withdraw from the proceedings. In these circumstances:

8.8.1 The Member will take no further part in the Accreditation Committee's deliberation or decision-making in relation to the Applicant;

8.8.2 The Member shall not be present during any discussion of the review;

8.8.3 An alternative Review Committee Member shall be appointed, subject to the same terms as at 8.4, 8.5 and 8.6 above.

9. Review Hearing

9.1 There shall be an oral hearing, of which the Scottish Government shall give the Applicant no less than 6 weeks' notice and at which the Applicant will be entitled to make oral representations, either personally or through a representative.

9.2 If the Applicant wishes to be represented at the hearing, he, she, or, as the case may be, it shall send written notification of the name, address and occupation of the representative to the Scottish Government no later than 2 weeks before the hearing.

9.3 The hearing shall take place in private unless the Applicant requests otherwise.

9.4 Unless the hearing takes place in public, the only people who may attend are:

a) the Members of the Review Committee appointed to review the decision;

b) the Applicant (or, in the case of a legal person, a nominee of the Applicant);

c) the Applicant's representative;

d) any employee of the Scottish Government whose attendance the person chairing the committee has approved;

e) any other person to whom Article 9.5 applies (except 9.5.3), with the leave of the chair of the review committee.

9.5 Witnesses may be admitted to a hearing taking place in private where:

9.5.1 Where the party applying for a review wishes to call any person to attend a hearing to give evidence at it, he, she or, as the case may be, it shall send written notification to the Authority no later than 2 weeks before the hearing of the name, address and occupation of the person and of what the general nature of his or her evidence is likely to be;

9.5.2 The Scottish Government shall notify the Applicant in writing, no later than 2 weeks before the hearing, of the name, address and occupation of any person whom the review committee wishes to call to attend a hearing to give evidence at it, and of what the general nature of his or her evidence is likely to be.

9.5.3 The person appointed to chair the review committee may refuse to permit such a person to attend the hearing to give evidence at it if he or she is satisfied that there are good and sufficient reasons for doing so; and in such

an event the Authority shall send the appellant written notification of the refusal and of the reasons for it.

10. Procedure

10.1 Subject to the provisions of these Rules, the Review Committee may regulate its own procedure for dealing with a review;

10.2 At the beginning of the hearing the person appointed to chair the Review Committee shall explain the order of proceeding which the committee proposes to adopt at the hearing.

10.3 The Review Committee may consider any document or information, notwithstanding that such document or information may be inadmissible in proceedings before a court of law, provided that a copy of such a document or such information has been made available to the Applicant no later than 2 weeks before the hearing or such later time as shall appear to the committee to be reasonable in the circumstances.

11. Decision

11.1 The Review Committee may decide to uphold the review, in whole or in part, or to reject it; and where it upholds the review it shall take any decision in respect of the matter which the Accreditation Committee could have taken when it reached the decision under review.

11.2 The decision of the Review Committee may be taken by a majority of the Members, provided that the person appointed to chair the committee shall, in the event that the votes of the Members of the committee are tied, have a second vote.

11.3 The decision shall be recorded in a document which shall—

- a) contain a statement of the reasons for the decision;
- b) be signed and dated by the person appointed to chair the Review Committee; and
- c) be sent to the Applicant not later than 4 weeks after the end of the hearing.

12. Register

12.1 Subject to paragraph (4), the Scottish Government shall maintain a register of all currently valid accreditations under the Accessible Vehicles and Equipment scheme.

12.2 The Scottish Government shall publish the register on its website.

12.3 The register shall specify:

- a) the name and business address of accredited providers;
- b) the period of accreditation and the purpose or purposes for which it is valid.

12.4 Where the Accreditation Committee suspends an accreditation under article 6, the register shall be marked accordingly, but only for so long as the suspension is in force.

Part II: Assessment of Applications (including re-accreditation)

13. Selection Criteria

13.1 The Applicant may seek Accreditation under any one or more (as appropriate) of the following categories of Accessible Vehicles and Equipment:

13.1.1 cars;

13.1.2 wheelchair accessible vehicles;

13.1.3 scooters or powered wheelchairs.

13.2 The Accreditation Committee (or Review Committee, as appropriate) will score each Applicant in respect of each minimum requirements set out in Schedule 2, and each of the requirements of the relevant accreditation category Schedule 3 in accordance with the following table:

Score	Description
0 – Unacceptable	Nil or inadequate response. Fails to demonstrate previous experience/capacity/capability relevant to this criterion.
1 – Poor	Response is partially relevant but generally poor. The response shows some elements of relevance to the criterion but contains insufficient/limited detail or explanation to demonstrate previous relevant experience/ capacity/capability.
2 – Acceptable	Response is relevant and acceptable. The response demonstrates broad previous experience, knowledge and skills/capacity/capability but may lack in some aspects of similarity e.g. previous experience, knowledge or skills may not be of a similar nature.
3 – Good	Response is relevant and good. The response is sufficiently detailed to demonstrate a good amount of experience, knowledge or skills/capacity/capability relevant to providing similar services to similar clients.
4 – Excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates thorough experience, knowledge or skills/capacity/capability relevant to providing similar services to similar clients.

13.3 The Applicant must score a minimum of 2 for each of the requirements as set out Schedule 2, and each of requirements of the relevant accreditation category under Schedule 3 of these rules.

13.4 Failure to reach the required score shall result in the Accreditation Committee (or the Review Committee, as appropriate) refusing the application for accreditation.

13.5 In reaching its decision, the Accreditation Committee (or Review Committee, as appropriate) may require the Applicant to provide such evidence as it thinks fit to establish whether the Applicant can fulfil, or will be able to fulfil the requirements as set out in Schedule 2, and each of the requirements of the relevant accreditation category under f Schedule 3 of these rules.

SCHEDULE 1

Standard Conditions

1. Consumer Credit Activity
 - 1.1 Accredited providers must have interim or full permission from the Financial Conduct Authority to carry out consumer credit activities throughout the period of accreditation.
 - 1.2 Accredited providers are responsible for meeting the costs associated with an application for authorisation, and the annual fees payable to the Financial Conduct Authority.
 - 1.3 In the event that an accredited provider no longer has permission from the Financial Conduct Authority to carry out consumer credit activities, or this permission is withdrawn or otherwise suspended, the accredited provider must inform the Scottish Government immediately.
 - 1.4 Upon notification that an accredited provider no longer has permission, the Accreditation Committee may be asked to consider withdrawal of the accredited provider's accreditation.

2. Insurance
 - 2.1 Accredited Providers must have public liability insurance and employer's liability insurance, throughout the period of accreditation.
 - 2.2 Accredited Providers are responsible for taking appropriate advice, and meeting the costs of obtaining such advice, as to the adequacy of their insurance requirements.
 - 2.3 Accredited Providers are responsible for meeting the costs of their public liability and employer's liability insurance.

3. Information Security
 - 3.1 The Accredited Provider shall develop and maintain an Information Security Management System and Security Management.
 - 3.2 The Accredited Provider will appoint a suitably qualified individual to act as a single point of contact on all security matters related to this contract, who will liaise with Social Security Scotland's primary point of contact.
 - 3.3 The Accredited Provider must handle all data in accordance with General Data Protection Regulation (GDPR).
 - 3.4 All information provided by the Scottish Government and its executive agencies must be securely protected whilst in the Accredited Providers care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation.
 - 3.5 Paper documents containing information provided by the Scottish Government and its executive agencies must be transmitted, both within and outside premises in such a way as to make sure that no unauthorised person has access.

4. Insolvency, etc.
 - 4.1 The Accredited Provider must immediately notify the Scottish Government:
 - 4.1.1 If the Accredited Provider's assets are insufficient to meet their liabilities as and when they arise;

4.1.2 If the Accredited Provider becomes or is likely to become subject to any proceedings, whether in Scotland or elsewhere, related to insolvency, including:

- a) administration,
- b) receivership,
- c) voluntary liquidation,
- d) compulsory liquidation,
- e) a Company Voluntary Arrangement.

4.1.3 If the Accredited Provider becomes or is likely to become subject to any proceedings, whether in Scotland or elsewhere, related to:

- a) dissolution,
- b) winding-up,
- c) striking off from an appropriate register, or
- d) to otherwise cease to trade.

4.1.4 If the Accredited Provider is a partnership, where any of the partners becomes or is likely to become subject to any insolvency proceedings.

4.1.5 If the Accredited Provider is a limited company, where any of the directors, or members in a close company, becomes or is likely to become subject to disqualification.

4.2 Upon notification that an accredited provider notifies the Scottish Government of an event in accordance with Article 4.1 above, the Accreditation Committee may be asked to consider withdrawal of the accredited provider's accreditation.

5. Exclusion

5.1 An Accredited Provider, or a person to whom Article 5.2 refers, must notify the Scottish Government immediately in the event that either has been convicted of any of the following offences:

- a) the common law offence of conspiracy where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime(40) or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010(41);
- b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906(43), where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3(1) of Council Joint Action 98/742/JHA;
- c) bribery or corruption within the meaning of sections 68 and 69 of the Criminal Justice (Scotland) Act 2003, where the offence relates to active bribery or corruption;
- d) bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;
- e) where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities—
 - i. the offence of cheating the Revenue;
 - ii. the common law offence of fraud;
 - iii. the common law offence of theft or fraud;
 - iv. fraudulent trading within the meaning of section 458 of the Companies Act 1985(49), or section 993 of the Companies Act 2006;

- v. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979(51) or section 72 of the Value Added Tax Act 1994;
- vi. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- vii. the common law offence of uttering;
- viii. the common law offence of attempting to pervert the course of justice;
- f) any offence listed in—
 - i. section 41 of the Counter-Terrorism Act 2008; or
 - ii. Schedule 2 to that Act where the court has determined that there is a terrorist connection.
- g) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
- h) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988;
- i) any offence under Part 1 of the Human Trafficking and Exploitation (Scotland) Act 2015 or under any provision referred to in the Schedule to that Act;
- j) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- k) any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any EEA state or any part thereof.

5.2 This Article applies to a person who is a member of the administrative, management or supervisory body of the Accredited Provider referred to in Article 5.2 or has powers of representation, decision or control in relation to such Accredited Provider.

5.3 Upon notification that an accredited provider notifies the Scottish Government of an event in accordance with Article 5.1 above, the Accreditation Committee may be asked to consider withdrawal of the accredited provider's accreditation.

6. Exit Strategy

6.1 The Accredited Provider shall develop and maintain plans and procedures for the orderly transition of the Services to a successor Service Provider.

7. Expenses

7.1 The Accredited Provider will have the obligation to pay DAWAP and DACYP expenses to the Social Security Scotland (SSS) for the Administration services of mobility allowance.

7.2 SSS will charge the Accredited Provider the expenses on an annual basis and on a full-cost basis. Further details will be agreed within the contract/ service provider agreement.

7.2.1 A full-cost basis includes

7.2.2 A full salary of those full time and part time staff employed solely to make the transfers and a pro-rata charge for those with other responsibilities;

7.2.3 Overheads, including an apportionment of those that are shared with other teams for example management and support activities; and

7.2.4 An apportionment of other shared costs including, but not limited to, estates costs and corporate activities such as finance, human resources and technology.

8. Sustainability

8.1 Accredited Providers should actively promote vehicles that use a hybrid engine (including electric vehicles), or have low/zero emissions, and give due prominence to these vehicles in marketing their service.

9. Expenses

9.1 Subject to agreement, the Accredited Provider will be required to reimburse the Scottish Government for any expenses necessarily and reasonably incurred in the administration of the scheme.

SCHEDULE 2

Minimum Service Requirements

1. Accredited providers of any type of AVE must provide the following minimum standards of service:

1.1 **General for AVE:** service to be accessible to all recipients in Scotland of the qualifying allowance to:

- 1.1.1 ensure the sustainability and stability of AVE customer proposition in the long term;
- 1.1.2 operate efficiently and deliver a cost effective proposition'
- 1.1.3 provide a universal service offering, accessible to all recipients of the qualifying allowance, regardless of their circumstances, location or means;
- 1.1.4 provide customers with the choice of a wide range of vehicles at consistently competitive and affordable prices;
- 1.1.5 deliver excellent customer service and to understand how disability affects customers' needs;
- 1.1.6 provide customers with worry-free mobility through an 'all-inclusive' leasing package.

1.2 **Customer service:** the Accredited Provider:

- 1.2.1 must deliver excellent customer service and understand how disability affects customers' needs;
- 1.2.2 must provide a single Freephone telephone number and support 24 hours a day 7 days a week 365 days a year;
- 1.2.3 will need to put in place arrangements to allow customer to make an online query (email or web form) for AVE service in Scotland;
- 1.2.4 will need to put in place arrangements to allow customer to request a call back by submitting a web form;
- 1.2.5 must have a website that is accessible for individuals with a disability.
- 1.2.6 must have a complaints policy published in a range of accessible formats and on its website;
- 1.2.7 must treat a complaint as "an expression of dissatisfaction about a service received, or not received, or treatment by the Accredited Provider of the customer";
- 1.2.8 must publish an annual report detailing the number of complaints received, upheld/refused and average time taken to respond.

1.3 **Service continuity:** the Accredited Provider should have in place measures to support customers following a change to, or loss of their entitlement to a qualifying form of Disability Assistance, including (as a minimum):

- 1.3.1 the provision of general information on motoring, insurance and other motoring services outside of the Scheme;
- 1.3.2 ensuring that the customer is promptly notified by the Accredited Provider that their lease will be coming to an end;
- 1.3.3 pro-actively sign-posting customers to Social Security Scotland for questions about the decision to change their benefit;
- 1.3.4 allowing customers to retain access to their car, WAV, scooter or powered wheelchair for a transitional period of eight weeks following the

decision to change or withdraw their entitlement to a qualifying form of Disability Assistance.

Schedule 3

Accreditation Categories

1. Table 1: Cars

Accredited Providers of cars must meet the following minimum service requirements:

Ref	Category	Requirement
1.1 Types of AVE		
1.1.1	Types of AVE	A wide range of make, models, colours of vehicles must be available for eligible customers.
1.1.2	Types of AVE	Including: automatic transmission, driving adaptations, heavily adapted vehicles enabling wheelchair users to drive.
1.1.3	Types of AVE	Such as 3 door vehicles, high seating, large boots etc.
1.2 Affordability		
1.2.1	Affordability	A minimum selection of 30 vehicles with a wide range of models, colours, automatic and manual transmission to be available at nil Advance Payment in Scotland. Clients can choose to contribute by way of an advanced payment towards the cost of their chosen vehicle providing them flexibility in their vehicle of choice.
1.2.2	Affordability	Where possible, Accredited Providers shall provide a selection of 300 vehicles with a wide range of models, colours, automatic and manual transmission to be available at nil Advance Payment in Scotland. Clients can choose to contribute by way of an advanced payment towards the cost of their chosen vehicle providing them flexibility in their vehicle of choice.
1.2.3	Affordability	To offer complete cost transparency to customers looking to lease a car under this scheme. This will allow them to make an informed choice as to the best deal for them.
1.3 AVE Leasing Arrangements		
1.3.1	AVE Leasing Arrangements	3 year lease
1.3.2	AVE Leasing Arrangements	Road tax cover to be included in the lease.
1.3.3	AVE Leasing Arrangements	60,000 contract (3 years contract) mileage allowance
1.3.4	AVE Leasing Arrangements	20,000 mileage allowance per year

Ref	Category	Requirement
1.3.5	AVE Leasing Arrangements	Customer is able to change vehicle if disability changes
1.3.6	AVE Leasing Arrangements	AVE lease arrangements and support available and accessible in Scotland
1.3.7	AVE Leasing Arrangements	No credit checks required for customer to join the AVE scheme.
1.4 AVE Leasing Arrangements: Change of Circumstances		
1.4.1	AVE Leasing Arrangements: Change of Circumstances	The Accredited Provider will need to provide support for change of circumstances such as: hospitalisation or change to mobility allowance, change to insured drivers due to changing carer arrangements.
1.4.2	AVE Leasing Arrangements: Change of Circumstances	No penalty for early termination for reasonable needs as stated in the lease agreement.
1.5 AVE Insurance Arrangements		
1.5.1	AVE Insurance Arrangements	The Accredited Provider will need to put in place arrangements for full comprehensive insurance
1.5.2	AVE Insurance Arrangements	The Accredited Provider will support customer to access insurance due to change of circumstances by coordinating and making amendments to their insurance agreement.
1.6 AVE Maintenance and Dealership Arrangements		
1.6.1	AVE Maintenance and Dealership Arrangements	The Accredited Provider will need to put in place arrangements for AVE maintenance, service and repair to be accessible across Scotland.
1.6.2	AVE Maintenance and Dealership Arrangements	The Accredited Provider will support customer with AVE scheduled service, maintenance and repair as to be included in the lease.
1.6.3	AVE Maintenance and Dealership Arrangements	The Accredited Provider will pay for all non-cosmetic damage and mechanical repair of AVE
1.6.4	AVE Maintenance and Dealership Arrangements	The Accredited Provider will need to put in place arrangements for AVE windscreen repairs or replacement to be included in the lease.

Ref	Category	Requirement
1.6.5	AVE Maintenance and Dealership Arrangements	The Accredited Provider will need to put in place arrangements for AVE repair and replacement tyres to be included in the lease (puncture repairs, wheel balance, replacement of stolen or vandalised tyres).
1.6.6	AVE Maintenance and Dealership Arrangements	The Accredited Provider will need to put in place arrangements with dealerships across Scotland to ensure that vehicles can be viewed before a final choice is made.
1.7 AVE Breakdown and Recovery		
1.7.1	AVE Breakdown and Recovery	The Accredited Provider will need to put in place arrangements for AVE breakdown and recovery service to be included in the lease.
1.7.2	AVE Breakdown and Recovery	Breakdown Recovery for 24 hours a day, 7 days a week, 365 days a year
1.7.3	AVE Breakdown and Recovery	To support customer with alternative transport, for example hire a car or replacement car, if their vehicle is off the road
1.7.4	AVE Breakdown and Recovery	To support customer will arrange to take up to eight people to a single location
1.7.5	AVE Breakdown and Recovery	Arrange overnight accommodation, or onward travel costs up to the value of £100 per person or £300 per party - whichever is the lesser amount.
1.8 Customer Service and Support		
1.8.1	Customer Service and Support	Customers taking delivery of a new car on the same day as handing back their old car
1.8.2	Customer Service and Support	Average of 2 calendar days from incident to replacement for thefts and write-offs
1.8.3	Customer Service and Support	Roadside assistance with average response time of 45 mins.

2. Table 2: Wheelchair Accessible Vehicles

Accredited Providers of Wheelchair Accessible Vehicles must meet the following minimum service requirements:

Ref	Category	Requirement
2.1 Types of AVE		
2.1.1	Types of AVE	A wide range of WAV must be available for selection. These must offer a range of sizes and methods of access must include ramps or a lift as appropriate to the disabled person's needs and preference.
2.1.2	Types of AVE	Including: automatic transmission, driving adaptations, heavily adapted vehicles enabling wheelchair users to drive.
2.1.3	Types of AVE	Such as 3 door vehicles, high seating, large boots etc.
2.2 Affordability		
2.2.1	Affordability	A minimum selection of 30 vehicles with a wide range of models, colours, automatic and manual transmission to be available at nil Advance Payment in Scotland. Clients can choose to contribute by way of an advanced payment towards the cost of their chosen vehicle providing them flexibility in their vehicle of choice.
2.2.2	Affordability	Where possible, Accredited Providers shall provide a selection of 300 vehicles with a wide range of models, colours, automatic and manual transmission to be available at nil Advance Payment in Scotland. Clients can choose to contribute by way of an advanced payment towards the cost of their chosen vehicle providing them flexibility in their vehicle of choice.
2.2.3	Affordability	To offer complete cost transparency to customers looking to lease a car under this scheme. This will allow them to make an informed choice as to the best deal for them.
2.3 AVE Leasing Arrangements		
2.3.1	AVE Leasing Arrangements	3 year lease
2.3.2	AVE Leasing Arrangements	Road tax cover to be included in the lease.
2.3.3	AVE Leasing Arrangements	60,000 contract (3 years contract) mileage allowance

Ref	Category	Requirement
2.3.4	AVE Leasing Arrangements	20,000 mileage allowance per year
2.3.5	AVE Leasing Arrangements	Customer is able to change vehicle if disability changes
2.3.6	AVE Leasing Arrangements	AVE lease arrangements and support available and accessible in Scotland
2.3.7	AVE Leasing Arrangements	No credit checks required for customer to join the AVE scheme.
2.4 AVE Leasing Arrangements: Change of Circumstances		
2.4.1	AVE Leasing Arrangements: Change of Circumstances	The Accredited Provider will need to provide support for change of circumstances such as: hospitalisation or change to mobility allowance, change to insured drivers due to changing carer arrangements.
2.4.2	AVE Leasing Arrangements: Change of Circumstances	No penalty for early termination for reasonable needs as stated in the lease agreement.
2.5 AVE Insurance Arrangements		
2.5.1	AVE Insurance Arrangements	The Accredited Provider will need to put in place arrangements for full comprehensive insurance
2.5.2	AVE Insurance Arrangements	The Accredited Provider will support customer to access insurance due to change of circumstances by coordinating and making amendments to their insurance agreement.
2.6 AVE Maintenance and Dealership Arrangements		
2.6.1	AVE Maintenance and Dealership Arrangements	The Accredited Provider will need to put in place arrangements for AVE maintenance, service and repair to be accessible across Scotland.
2.6.2	AVE Maintenance and Dealership Arrangements	The Accredited Provider will support customer with AVE scheduled service, maintenance and repair as to be included in the lease.
2.6.3	AVE Maintenance and Dealership Arrangements	The Accredited Provider will pay for all non-cosmetic damage and mechanical repair of AVE
2.6.4	AVE Maintenance and	The Accredited Provider will need to put in place arrangements for AVE windscreen repairs or replacement to be included in the lease.

Ref	Category	Requirement
	Dealership Arrangements	
2.6.5	AVE Maintenance and Dealership Arrangements	The Accredited Provider will need to put in place arrangements for AVE repair and replacement tyres to be included in the lease (including but not limited to puncture repairs, wheel balance, replacement of stolen or vandalised tyres).
2.6.6	AVE Maintenance and Dealership Arrangements	The Accredited Provider will need to put in place arrangements with dealerships across Scotland to ensure that vehicles can be viewed before a final choice is made.
2.7 AVE Breakdown and Recovery		
2.7.1	AVE Breakdown and Recovery	The Accredited Provider will need to put in place arrangements for AVE breakdown and recovery service to be included in the lease.
2.7.2	AVE Breakdown and Recovery	Breakdown Recovery for 24 hours a day, 7 days a week, 365 days a year
2.7.3	AVE Breakdown and Recovery	To support customer with alternative transport, for example hire a WAV or replacement WAV, if their WAV is off the road
2.7.4	AVE Breakdown and Recovery	To support customer will arrange to take up to eight people to a single location
2.7.5	AVE Breakdown and Recovery	Arrange overnight accommodation, or onward travel costs up to the value of £100 per person or £300 per party - whichever is the lesser amount.
2.8 Customer Service and Support		
2.8.1	Customer Service and Support	Customers taking delivery of a new WAV on the same day as handing back their old WAV
2.8.2	Customer Service and Support	Average of 2 calendar days from incident to replacement for thefts and write-offs
2.8.3	Customer Service and Support	Roadside assistance with average response time of 45 mins.

3. Table 3: Scooters and Powered Wheelchairs

Accredited Providers of scooters and powered wheelchairs must meet the following minimum service requirements:

Ref	Category	Requirement
3.1 Types of AVE		
3.1.1	Types of AVE	A wide range of scooters and powered wheelchairs must be available for selection. These must offer a range of sizes as appropriate to the disabled person's needs and preference.
3.2 Affordability		
3.2.1	Affordability	A wide range of scooters and powered wheelchairs must be available for selection. These must offer a range of sizes as appropriate to the disabled person's needs and preference available at nil Advance Payment in Scotland. Clients can choose to contribute by way of an advanced payment towards the cost of their chosen vehicle providing them flexibility in their vehicle of choice.
3.2.2	Affordability	To offer complete cost transparency to customers looking to lease a car under this scheme. This will allow them to make an informed choice as to the best deal for them.
3.3 AVE Leasing Arrangements		
3.3.1	AVE Leasing Arrangements	3 year lease
3.3.2	AVE Leasing Arrangements	Customer is able to change scooter or powered wheelchair if disability changes
3.3.3	AVE Leasing Arrangements	AVE lease arrangements and support available and accessible in Scotland
3.3.4	AVE Leasing Arrangements	No credit checks required for customer to join the AVE scheme.
3.3.5	AVE Leasing Arrangements	The Accredited Provider will need to provide a new customer of powered wheelchair with a weather-proof storage cover for when the product is not being used. If a customer already has a suitable cover to protect it from bad weather then they can choose an alternative accessory from the dealer, up to the value of £35.
3.4 AVE Leasing Arrangements: Change of Circumstances		

Ref	Category	Requirement
3.4.1	AVE Leasing Arrangements: Change of Circumstances	The Accredited Provider will need to provide support for change of circumstances such as: hospitalisation or change to mobility allowance, change to insured drivers due to changing carer arrangements.
3.4.2	AVE Leasing Arrangements: Change of Circumstances	No penalty for early termination for reasonable needs as stated in the lease agreement.
3.5 AVE Insurance Arrangements		
3.5.1	AVE Insurance Arrangements	The Accredited Provider will need to put in place arrangements for full comprehensive insurance
3.5.2	AVE Insurance Arrangements	The Accredited Provider will support customer to access insurance due to change of circumstances by coordinating and making amendments to their insurance agreement.
3.6 AVE Maintenance and Dealership Arrangements		
3.6.1	AVE Maintenance and Dealership Arrangements	The Accredited Provider will need to put in place arrangements for AVE maintenance, service and repair to be accessible across Scotland.
3.6.2	AVE Maintenance and Dealership Arrangements	The Accredited Provider will support customer with AVE scheduled service, maintenance and repair as to be included in the lease.
3.6.3	AVE Maintenance and Dealership Arrangements	The Accredited Provider will pay for all non-cosmetic damage and mechanical repair of AVE
3.6.4	AVE Maintenance and Dealership Arrangements	The Accredited Provider will need to put in place arrangements for AVE repair and replacement tyres to be included in the lease (including but not limited to puncture repairs, wheel balance, replacement of stolen or vandalised tyres).
3.6.5	AVE Maintenance and Dealership Arrangements	The Accredited Provider will need to put in place arrangements for scooter and powered wheelchair batteries to be included in the lease.
3.6.6	AVE Maintenance and	The Accredited Provider will need to put in place arrangements with dealerships across Scotland to

Ref	Category	Requirement
	Dealership Arrangements	ensure that vehicles can be viewed before a final choice is made.
3.7 AVE Breakdown and Recovery		
3.7.1	AVE Breakdown and Recovery	The Accredited Provider will need to put in place arrangements for AVE breakdown and recovery service to be included in the lease.
3.7.2	AVE Breakdown and Recovery	Breakdown Recovery for 24 hours a day, 7 days a week, 365 days a year
3.7.3	AVE Breakdown and Recovery	To support customer with alternative transport, for example hire a car or replacement car, if their vehicle is off the road
3.7.4	AVE Breakdown and Recovery	To support customer will arrange to take up to eight people to a single location
3.7.5	AVE Breakdown and Recovery	Arrange overnight accommodation, or onward travel costs up to the value of £100 per person or £300 per party - whichever is the lesser amount.
3.7.6	AVE Breakdown and Recovery	The Accredited Provider will need to put in place arrangements to take customer and their scooter or powered wheelchair back to the home address if a customer has an accident or breakdown during normal use.
3.7.7	AVE Breakdown and Recovery	The Accredited Provider will need to put in place arrangements to take customer and their product back to their local accommodation, when a customer is on holiday or away from home within the UK and need assistance.
3.8 Customer Service and Support		
3.8.1	Customer Service and Support	Customers taking delivery of a new scooter or powered wheelchair on the same day as handing back their old scooter or powered wheelchair
3.8.2	Customer Service and Support	Average of 2 calendar days from incident to replacement for thefts and write-offs
3.8.3	Customer Service and Support	Roadside assistance with average response time of 45 mins.

SCHEDULE 4

Scottish Government Obligations

1. Scottish Government Processes
 - 1.1 Purchaser Interactions
 - 1.1.1 Scottish Government will confirm to Accredited Provider of customer eligibility of mobility allowance.
 - 1.1.2 Scottish Government will confirm to Accredited Provider of the amount of mobility allowance that customer is entitled to.
 - 1.1.3 Scottish Government will notify Accredited Provider of change of circumstances for registered claims for mobility allowance.
 - 1.2 Payment to Accredited Provider
 - 1.2.1 Clients in receipt of higher or enhanced rate mobility allowance on DACYP and DAWAP, may choose to have the whole or part of this assistance transferred directly to the Accredited Provider by the Scottish Government. The client can then use this assistance in return for the lease of a vehicle or scooter.
 - 1.2.2 Scottish Government must enable the customer's choice to have their benefit paid towards a lease vehicle or scooter to Accredited Provider
 - 1.2.3 Scottish Government must interact or/and integrate with an AVE Accredited Provider to facilitate confirmation of benefit entitlement and details of the service agreement.
 - 1.2.4 Scottish Government must calculate and pay monies to the AVE Accredited Provider and ensure that the residual monies (if applicable) are paid to the client. (There may be no residual amount if the clients lease value is equivalent to or greater than the value of their mobility payment.)



© Crown copyright 2019

OGL

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit nationalarchives.gov.uk/doc/opengovernment-licence/version/3 or write to the Information Policy Team, The National Archives, Kew, London TW9 4DU, or email: psi@nationalarchives.gsi.gov.uk.

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

This publication is available at www.gov.scot

Any enquiries regarding this publication should be sent to us at
The Scottish Government
St Andrew's House
Edinburgh
EH1 3DG

Published by The Scottish Government, October 2019