

The Make Way Foundation: Terms and Conditions of Supply

Only on agreement to these terms will The Make Way Foundation (the “Charity” or “Make Way”) agree to supply a equipment to a Beneficiary (collectively the “Parties”).

By making a grant, Make Way agrees, and by accepting a grant the Beneficiary agrees that:

1. Make Way will fund the supply of an item of mobility equipment (the “Equipment”) for use by the Beneficiary.
2. Make Way will aim to support the Beneficiary with required follow up, adjustments, maintenance, etc, but all such cases will be assessed on their own merit and Make Way reserves the right not to fund such purchases, work or consultation.
3. In connection with the supply of the Equipment, Make Way will make payment to the vendor directly and will not remit funds to the Beneficiary or their connected parties.
4. The Beneficiary (and any parents, guardians, carers, or other connected persons) will not resell, return, refund, or otherwise monetise the Equipment in any form.
5. The Beneficiary will offer the Equipment to Make Way when it is no longer suitable or of use, in order for Make Way to consider the refurbishment and re-use of the Equipment for another child. Make Way may decide in such circumstances to approve the donation of the Equipment to a worthy cause, such as a charity or sports club.
6. Make Way does not perform any suitability assessment of the Equipment for the Beneficiary’s needs. The fitting and assessment of the Equipment will be performed by the vendor from whom the Equipment is purchased. Therefore, the Beneficiary’s rights with regard to any damage or injury caused by the Equipment, including but not limited to those related to a lack of suitability, poor construction, or an inadequate or improper assessment of the suitability of the equipment for the child’s needs, shall be with the vendor or manufacturer of such Equipment. Make Way will therefore not be liable for any such damage or injury.
7. Make Way can accept no liability for comments made by others in any online or offline forum resulting from Make Way’s social media activity.
8. There is no obligation for Make Way to support the Beneficiary for their further mobility needs in the future, and any future needs or follow-up will be assessed at that time on their own merit and against the other applications for funding which the Charity is assessing at that time.
9. To allow us to help as many children as possible, other than under exceptional circumstances, the Charity will fund only one item of mobility equipment for a child at one time.

