

Department Place

Clean Air Zone Grants Team

4th Floor Britannia House
Bradford
BD1 1HX

PRIVATE & CONFIDENTIAL

Mrs Sample
2 Sample Lane
Sample

Tel No: 01274 435533
Email: CleanAirZoneGrant@bradford.gov.uk

Date: 15 November 2023
Ref: Sample

Dear Mrs Sample

Bradford Hackney Carriage and Private Hire Vehicle Clean Air Taxi Programme (Grant paid after upgrade to a compliant vehicle)

Further to your application of 12 November 2023 for grant funding from the Clean Air Taxi Programme (“**Application**”) I am pleased to confirm that the City of Bradford Metropolitan District Council (“Bradford Council”) having evaluated your application have determined that you should be awarded grant funding of £3,200 in respect of the replacement of your vehicle operating in Bradford.

If you wish to accept this offer of Grant (on the terms and conditions set out in this Grant Agreement), please return a copy of the full Grant Agreement below by completing and signing where indicated.

This should be returned no later than 29 November 2023.

If you are unable to return this document by the above date, please contact the grants team to discuss.

Yours Sincerely

Clean Air Zone Team

Clean Air Taxi Grant Scheme - Grant Agreement

Reference number: Sample

This letter and its annexes (the "**Grant Agreement**") sets out the terms and conditions of Bradford Council's offer of grant funding to Mrs Sample

Annex 1 sets out the general terms and conditions of the funding.

Annex 2 sets out the description of the key deliverables and payments.

Annex 3 sets out the Special Conditions.

Signed for and on behalf of City of Bradford Metropolitan District Council

Sample

Grant Recipient declaration:

We hereby acknowledge receipt of this letter and accept the Grant Agreement provided, an executed copy of which is also returned:

Signed:		Name:	
Role:		Date:	

For and on behalf of Mrs Sample

ANNEX 1: GRANT AGREEMENT TERMS AND CONDITIONS

Background

- A. Bradford Council has secured funding from the Clean Air Fund, administered by HM Government's Joint Air Quality Unit ("JAQU"), to provide a capital grant funding scheme for replacement vehicles or accredited technology to improve the emissions of hackney carriages and private hire vehicles operating in Bradford – the Clean Air Taxi Programme.
- B. The Grant Recipient is the licensed proprietor of the vehicle and either:
- i. the Legal Owner (with permission from the Registered Keeper as applicable);
or
 - ii. the Registered Keeper (with permission from the Legal Owner as applicable) of the Vehicle.
- C. The Grant Recipient applied for a Grant under the Clean Air Taxi Programme and the Application was successful.
- D. Bradford Council agrees to pay the Grant to the Grant Recipient on the basis of its Application and subject to the terms and conditions of this Grant Agreement.

It Is Agreed

1. Definitions

In this Grant Agreement, except where the context otherwise requires:

“**Application**” means the application for grant funding from the Clean Air Taxi Programme.

“**Accredited Technology**” means in respect of the vehicle the retrofitting technologies listed against that Vehicle in Annex 2, that have been accredited to reduce emissions of nitrogen oxides through the Clean Vehicle retrofit Accreditation Scheme (CVRAS) or UKLPG approved installers scheme;

“**Grant**” means the funding provided by Bradford Council to deliver the lower emission hackney carriage or private hire vehicle, which shall be paid as a Grant per Unit in respect of the costs of replacing a vehicle, or fitting Accredited Technology to a vehicle, in accordance with this Grant Agreement;

“**Grant Recipient**” means Mrs Sample, who, having accepted this offer of Grant, is responsible for receiving, expending and accounting for the funds paid and for ensuring compliance with this Grant Agreement;

“**Legal Owner**” means the person who owns the Vehicle and can demonstrate such ownership with a valid proof of purchase;

“**Prohibited Act**” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by Bradford Council a financial advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Grant Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010
 - (ii) under legislation creating offences concerning fraudulent acts
 - (iii) at common law concerning fraudulent acts relating to this Grant Agreement or any other contract with Bradford Council; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud Bradford Council.

“Project” means the Project set out in annex 2 to this Grant Agreement.

“Registered Keeper” means the person who is named on the V5C document of the Vehicle as such;

“Replacement Vehicle” means the vehicle the Grant Recipient purchases to replace the Vehicle more particularly described in Annex 2;

“Special Conditions” means the Special Conditions set out at Annex 3 to this Grant Agreement

“Term” means two (2) years from the date of this Grant Agreement;

“Vehicle” means the current non-compliant hackney carriage or private hire vehicle listed in Annex 2 to this Grant Agreement;

2. Grant Offer

- 2.1. Subject to the Grant Recipient complying with the grant terms and conditions set out in this Grant Agreement, Bradford Council shall pay the Grant to the Grant Recipient to fund the costs of replacement or fitment of an approved retrofit to their Vehicle.

3. Purpose of the Grant

- 3.1. The purpose of the Grant is to allow the Grant Recipient to deliver the replacement or retrofit of a vehicle as identified in Annex 2.

4. Amount of Grant

- 4.1. The maximum amount of Grant payable will be £3,200 to the recipient.

4.2. Grant Funding is not payable in advance of need and shall solely be payable in accordance with this Grant Agreement and following receipt by Bradford Council of the executed Grant Agreement and associated documentation in accordance with clause 8.

5. Prohibitions and restrictions on the use of the Grant

5.1. The Grant shall solely be used for the purposes set out in the Application.

5.2. The Grant shall be paid to the Grant Recipient only and shall not be transferrable to any other party.

5.3. Where the Grant Recipient intends to apply to a third party for other funding for the vehicle, it will notify Bradford Council in advance of its intention to do so and, where such funding is obtained, it will provide Bradford Council with details of the amount and purpose of that funding. The Grant Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that Bradford Council is funding in full under this Grant Agreement.

5.4. Where the Grant Recipient does not expend any Grant in respect of the Project ("**Unspent Grant**") then the Grant Recipient shall promptly repay such Grant to the Bradford Council upon determining that such Grant is not required to be expended in respect of the Project.

5.5. Where the Grant Recipient fails to comply with any of the terms and conditions of this Grant Agreement then the Grant Recipient shall promptly notify the Bradford Council of such non-compliance, specify how it intends to rectify such non-compliance and seek to rectify such non-compliance as soon as reasonably practicable. Failure to remedy the non-compliance will result in a breach of these terms and conditions and Clause 6 and Clause 7 shall apply.

6. Withholding, Suspension and Repayment of Grant

6.1. Bradford Council may withhold and suspend any payment and/or may require all or part of the Grant to be repaid or returned if in its opinion, acting reasonably:

- a) Evidence or information comes to light which, if known at the time of application, would have made the Grant Recipient ineligible for a grant award.
- b) The Grant Recipient uses the Grant for purposes other than those for which it has been awarded;
- c) There is unsatisfactory progress towards starting or completion of the Project;
- d) Any information provided to Bradford Council in claims or supporting documentation is found to be incorrect, incomplete or misleading;

- e) Information regarding expenditure is not maintained accurately and reported to Bradford Council as requested;
 - f) Any other circumstances or events occur which renders the Grant Recipient unsuitable to receive funding;
 - g) The Grant Recipient becomes insolvent or subject to a winding up resolution or being dissolved;
 - h) In Bradford Council's opinion, acting reasonably, the Grant would be deemed to be a prohibited subsidy if not repaid by the Grant Recipient;
 - i) There is a breach by the Grant Recipient of any of the terms and conditions of this Grant Agreement.
 - j) The Grant Recipient commits or committed a Prohibited Act;
- k) This Grant Agreement is terminated in accordance with Clause 7

7. Termination

- 7.1. Bradford Council may terminate this Grant Agreement and any Grant payments immediately on giving the Grant Recipient written notice should it be required to do so by financial restraints or for any other reason.
- 7.2. Bradford Council may terminate this Grant Agreement in the event of a breach by the Grant Recipient of any of the terms and conditions of this Grant Agreement by notice:
- a) where such breach is capable of remedy, 15 days after notification of the breach has been given and the Grant Recipient has failed to rectify the breach;
 - b) where such breach is irremediable, immediately.
- 7.3. Where Bradford Council requires the repayment of any amount of Grant, the Grant Recipient shall repay the amount within twenty (20) working days of receiving a demand for repayment. The liability to meet such a demand shall be enforceable as a contractual debt.

8. Payment Arrangements

- 8.1. Subject to the conditions set out in this Grant Agreement, the Grant shall be paid to the Grant Recipient in arrears in accordance with this clause 8;
- 8.2. Upon completion of the replacement or retrofit the Grant Recipient shall submit to Bradford Council:
- a) Receipt of purchase of the Replacement Vehicle or Accredited Technology;
 - b) New V5C document for the Replacement Vehicle, if applicable;

- c) Certification of the approved retrofit solution, if applicable;
- d) Vehicle licensing documents issued by Bradford Council's Hackney Carriages and Private Hire Service for the licensing of the Replacement Vehicle;
- e) Vehicle licensing documents issued by Bradford Council's Hackney Carriages and Private Hire Service for the removal from license of the non-compliant Vehicle;
- f) such other supporting evidence as Bradford Council may reasonably request to demonstrate compliance with the Special Conditions.

8.3. A signed Grant Agreement and the associated documentation specified in Clause 8.2 shall be sent to Bradford Council's Clean Air Plan Team. For the avoidance of doubt, no payment may be made if any Special Condition has not been satisfied, or is no longer satisfied, in respect of the vehicle.

8.4. Within thirty (30) days of receipt of this grant offer and associated documentation submitted in accordance with this clause, Bradford Council shall either:

- a) pay the Grant Recipient the amount stated; or
- b) notify the Grant Recipient in writing of any amount that Bradford Council does not consider to be due and payable pursuant to this Grant Agreement and the valid reasons therefor to the extent permitted under this Grant Agreement (which for the avoidance of doubt shall include any circumstances where the Bradford Council has reasonable cause to query any information provided in respect of satisfaction of the relevant Completion of Fitment or replacement vehicle).

8.5. All payments required to be made under this Grant Agreement will be made on the due date in cleared funds to the bank account set out below:

Grant recipient bank details

Recipient name	
Reference	SAMPLE
Account name	
Sort code	
Account reference number	
Building society roll number (if applicable)	

If the due date falls on a day which is not a working day, payment will be made on the next working day thereafter.

8.6. The amount of the Grant shall not be increased in the event of any overspend by the Grant Recipient in its delivery of the Project.

8.7. Bradford Council may retain or set off any amount owed to it by the Grant Recipient under this Grant Agreement against any amount due from it to the Grant Recipient under this Grant Agreement, in each case where such amounts have become due and payable.

8.8. Following the final payment of the Grant under this Grant Agreement, the Council shall not be obliged to provide any additional funding to the Recipient for any purpose.

9. Obligations of the Grant Recipient

9.1. The Grant Recipient shall use reasonable endeavours to deliver the agreed scope of the Grant within the available funding and the Grant Recipient shall be responsible for any cost overruns.

9.2. The Grant Recipient shall have due regard for regularity and propriety and must make sure efficiency, economy, effectiveness and prudence in the utilisation of the Grant Funding (which is a public resource), to secure value for public money. The Grant Recipient shall ensure that all replacement vehicles and/or Accredited Technology are procured at market prices.

10. WARRANTIES

10.1. The Grant Recipient warrants, undertakes and agrees that:

- a) it is properly constituted and incorporated under the law of England and Wales and has the corporate power to own its assets and to carry on its business as it is now being conducted;
- b) it has all necessary resources, approvals, powers and expertise to deliver the replacement or retrofit (assuming due receipt of the Grant);
- c) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- d) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- e) all financial and other information concerning the Grant Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- f) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- g) it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Grant Agreement;

- h) since the date of its last accounts there has been no material change in its financial position or prospects; and
- i) at the date of this Agreement it meets and, and shall continue throughout the Term, to meet the Special Conditions.

11. Claw-back

11.1. The Grant Recipient acknowledges that Grant is paid to the Grant Recipient solely for the purposes of the Project and is only legally payable where such Grant is legally payable to the Grant Recipient compatible with subsidy control rules. The Grant Recipient acknowledges that all payments of Grant paid or payable under this Grant Agreement are subject to continued compliance with subsidy control rules, and that any Grant shall be repayable to Bradford Council where and to the extent:

- a) Required pursuant to clause 6 above; or
- b) Where it is otherwise determined that such payment is a prohibited subsidy,

and where Bradford Council notifies the Grant Recipient that such Grant is repayable, the Grant Recipient shall:

- c) promptly meet with Bradford Council to determine whether there are any actions which can be taken to mitigate the requirement to repay such Grant, and where such actions are possible, promptly take such actions; and
- d) otherwise promptly repay to Bradford Council any such Grant that is repayable.

11.2. Where any Grant is repayable in accordance with clause 6 as a result of any breach of Special Condition or any of the terms and conditions pursuant to this Grant Agreement, any other act or omission pursuant to this Grant Agreement, or any other act or omission of the Grant Recipient which has the object or effect whether directly or indirectly of distorting competition or otherwise leading to payment of the grant being a prohibited subsidy, then the Grant Recipient shall indemnify the Bradford Council against all costs or losses arising from such breach, act or omission, including any costs or losses relating to any requirement for the Bradford Council to repay amounts relating to the Grant to JAQU or any other party.

12. Reporting and change

12.1. The Grant Recipient shall:

- a) agree in writing with Bradford Council in advance any significant changes;
- b) keep a record of expenditure funded partly or wholly by the Grant and retain all accounting records relating to that expenditure and income for a period of at least six years after the end of Grant funding. (Note: accounting records include original invoices, receipts, accounts and deeds, whether in writing or electronic form). The Grant Recipient must make these available at any reasonable time for inspection by Bradford Council;

- c) with regard to any request for change as to how the Grant is to be spent, and the treatment of any underspends, seek approval from Bradford Council, and not make any material change without the prior written consent of Bradford Council.

12.2. The Grant Recipient shall not be entitled to replace any Replacement Vehicle during the Term except in exceptional circumstances where a write-off is made or uneconomical repairs are required to the Vehicle. In such circumstances the Grant Recipient must notify Bradford Council in writing as soon as possible and at least 5 days in advance of such replacement. The replacement for such Vehicle must not lead to an overall degradation in emissions performance, and the Grant Recipient must provide Bradford Council with any information reasonably required to satisfy that this requirement has been met. For the avoidance of doubt, where a Vehicle is replaced in accordance with this clause, it shall be a breach of a Special Condition if there is a degradation in emissions performance during the original Term specified.

12.3. All correspondence in respect of this Grant Agreement shall be sent to:

- a) In the case of the Bradford Council – Clean Air Plan Team or such other person as Bradford Council shall notify to the Grant Recipient from time to time ("**Bradford Council Representative**"); and
- b) In the case of the Grant Recipient or such other person as the Grant Recipient shall notify to Bradford Council from time to time ("**Grant Recipient Representative**").:

Name	
Contact Address	

13. Financial or other irregularities

13.1. If the Grant Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, they must notify Bradford Council immediately, explain what steps are being taken to investigate the suspicion, and keep Bradford Council informed about the progress of the investigation. For these purposes "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than the purposes set out in this Grant Agreement .

14. VAT

14.1. The payment of funds by Bradford Council under this Grant Agreement is believed to be outside the scope of Value Added Tax ("VAT"), but if any VAT shall become chargeable, all payments shall be deemed to be inclusive of all VAT and Bradford Council shall not be obliged to pay any additional amount by way of VAT.

- 14.2. It is the responsibility of the Grant Recipient to determine whether its supplies are subject to VAT or not, and, if necessary, reach Grant Agreement with HM Revenue & Customs (“HMRC”) as to the correct treatment of the supplies.
- 14.3. All sums or other consideration payable to or provided by the Grant Recipient to Bradford Council at any time shall be deemed to be exclusive of all VAT payable. The Grant Recipient shall, on demand by Bradford Council, pay to Bradford Council all the VAT payable upon the receipt of a valid VAT invoice.
- 14.4. The parties acknowledge and agree that Bradford Council shall not have any liability for amounts due to be paid by the Grant Recipient to HMRC.

15. Disputes

- 15.1. In the event of a dispute about the Grant or the payment of the Grant, and where the Bradford Council Representative and the Grant Recipient Representative are unable to resolve such dispute within ten (10) working days, either party may escalate the matter for resolution by David Shepherd (Director of Place) from Bradford Council and recipient (or representative of) from the Grant Recipient who will work together to resolve the dispute.
- 15.2. Where the parties have been unable to resolve a dispute in accordance with clause 15.1. **Error! Unknown switch argument.** within ten (10) working days, or such longer period as agreed to in writing by the parties, each party shall have the right to commence any legal proceeding as permitted by law in accordance with clause 23.

16. Confidentiality and Freedom of Information

- 16.1. Subject to this clause 16 and any other reason why Bradford Council may be required to disclose confidential information for the purposes of compliance with this Grant Agreement, each party shall seek to keep confidential information disclosed pursuant to this Grant Agreement confidential and not disclosed other than for the purposes of this Grant Agreement.
- 16.2. The Grant Recipient acknowledges that Bradford Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). The Grant Recipient shall:
- a) provide all necessary assistance and co-operation as reasonably requested by Bradford Council to enable the Bradford Council to comply with its obligations under the FOIA and EIR;
 - b) provide Bradford Council with a copy of all information stipulated in a request for information which is in the Grant Recipient's possession or control in the form that Bradford Council requires within five (5) working days (or such other period as Bradford Council may reasonably specify) of Bradford Council's request for such information;
 - c) transfer to Bradford Council all requests for information relating to this Grant Agreement that it receives as soon as practicable and in any event within two (2) working days of receipt; and

- d) not respond directly to a request for information unless authorised in writing to do so by Bradford Council.

16.3. The Grant Recipient acknowledges that Bradford Council may be required under the FOIA and EIR to disclose information without consulting or obtaining consent from the Grant Recipient. Bradford Council shall notify the Grant Recipient of any request for information that seeks disclosure of confidential information of the Grant Recipient to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Grant Agreement) Bradford Council shall be responsible for determining in its absolute discretion whether any information and/or any other information is exempt from disclosure in accordance with the FOIA and EIR.

16.4. The Grant Recipient shall provide Bradford Council with such information within the possession or control of the Grant Recipient which Bradford Council may request to enable Bradford to comply with information provision obligations in favour of JAQU in respect of the Project. The Grant Recipient acknowledges that Bradford Council has certain information provision obligations which may extend beyond the Term and agrees that it shall provide such information notwithstanding that the Grant Recipient's substantive obligations under this Grant Agreement may have come to an end or been discharged.

17. CONFLICT OF INTEREST

17.1. The Grant Recipient acknowledges and agrees that no conflict of interest exists between the Grant Recipient and/or any Grant Recipient sub-contractor and Bradford Council at the date of this Grant Agreement. In the event that the Grant Recipient becomes aware of a conflict of interest between its own interests or those of a Grant Recipient sub-contractor and Bradford Council, it shall notify Bradford Council of the full details of any such conflict of interest immediately.

17.2. Bradford Council reserves the right to terminate this Grant Agreement immediately by notice in writing and/or take such steps as it shall deem necessary should it become aware of a conflict of interest between itself and the Grant Recipient or a Grant Recipient sub-contractor.

18. COUNCIL'S OBLIGATIONS/FETTERING DISCRETION

18.1. Save as otherwise expressly provided, the obligations of Bradford Council under this Grant Agreement are obligations of Bradford Council in its capacity as a contracting counterparty and nothing in this Grant Agreement shall operate as an obligation upon, or in any other way fetter or constrain Bradford Council in any other capacity, nor shall the exercise by Bradford Council of its duties and powers in any other capacity lead to any liability under this Grant Agreement (howsoever arising) on the part of Bradford Council to the Grant Recipient.

19. ASSIGNMENT

19.1. The Grant Recipient may not, without the prior written consent of Bradford Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Grant Agreement or, except as

contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

20. NO PARTNERSHIP OR AGENCY

- 20.1. This Grant Agreement shall not create any partnership or joint venture between Bradford Council and the Grant Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

21. WAIVER

- 21.1. No failure or delay by either party to exercise any right or remedy under this Grant Agreement shall be construed as a waiver of any other right or remedy.

22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 22.1. This Grant Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

23. Governing Law and Jurisdiction

- 23.1. This Grant Agreement and any non-contractual obligations arising out of or in connection with this Grant Agreement shall be governed by and interpreted in accordance with English law.
- 23.2. Except as expressly provided in this Grant Agreement the English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Grant Agreement (including claims for set-off and counterclaims), including disputes arising out of or in connection with:
- a) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Grant Agreement; and
 - b) any non-contractual obligations arising out of or in connection with this Grant Agreement.

For such purposes, each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

Annex 2: Description of the Project

The project

The project is either for:

- the replacement of a hackney carriage or private hire Vehicle licensed with Bradford Council which is not currently compliant with the Bradford CAZ vehicle standards with a Bradford CAZ compliant vehicle of a like-for-like license type. (not including fully electric vehicles)

Or

- the approved retrofit of a hackney carriage or private hire Vehicle licensed with Bradford Council which is not currently compliant with the Bradford CAZ vehicle standards to bring the vehicle up to Bradford CAZ compliant vehicle standards. (see below for details of approved retrofit solutions).

Project requirements

To meet the requirements of the project, the Grant Recipient will need to complete the following:

- purchase a replacement Bradford CAZ compliant (but not fully electric) vehicle or approved retrofit solution for an existing non-compliant vehicle.
- Where a replacement compliant vehicle is purchased, the removal from licence and cessation of ownership of the non-compliant vehicle.

Purpose of the grant

To assist with the cost of a replacement CAZ compliant (not a fully electric vehicle) hackney carriage or private hire vehicle operating in Bradford or the retrofit upgrade of a hackney carriage or private hire vehicle licensed with Bradford Council which is not currently compliant with the Bradford CAZ vehicle standards.

Replacement Vehicle Eligibility Special Conditions

Where the Grant Applicant chooses to purchase a replacement vehicle, the Replacement Vehicle must be a 'like for like' replacement. 'Like for like' means that a vehicle must be replaced by a vehicle of the same licence type or an approved licence type as per the table below:

<u>Current vehicle</u>	<u>Replacement vehicle options</u>
Hackney Carriage	Hackney Carriage
4-seat non-wheelchair accessible private hire vehicle	4-seat non-wheelchair accessible private hire vehicle
5-8 seat non-wheelchair accessible private hire vehicle	5-8 seat non-wheelchair accessible private hire vehicle OR Wheelchair accessible private hire vehicle OR

	4-seat non-wheelchair accessible private hire vehicle
Wheelchair accessible private hire vehicle	Wheelchair accessible private hire vehicle OR 4-seat non-wheelchair accessible private hire vehicle

Approved retrofit solutions

Approved retrofit solutions are those which are approved by:

- The Clean Vehicle Retrofit Accreditation Scheme (CVRAS) details of which can be found at [Clean Vehicle Retrofit Accreditation Scheme - Energy Saving Trust](#)
- or
- an approved petrol/LPG conversion which is certified by UKLPG, details of which can be found at [LPG Autogas - the greener, cleaner and cheaper fuel alternative \(drivelpg.co.uk\)](#)

Bradford Clean Air Zone (CAZ) compliance standards

For licensed vehicles, the required compliance standards are as follows:

License type	Compliance standard
Hackney Carriage	Euro 4 petrol, Euro 6 diesel, Euro 4 petrol/LPG conversion
Private Hire - WAV	Euro 4 petrol, Euro 6 diesel, Euro 4 petrol/LPG conversion
Private Hire – non-WAV 5-8 passenger seat	Euro 4 petrol, Euro 6 diesel, Euro 4 petrol/LPG conversion
Private Hire – non-WAV 4 passenger seat	Euro 5 petrol/electric hybrid or Euro 5 petrol/LPG conversion

Annex 3: Special Conditions

Grant Recipient Eligibility Special Conditions

- The Grant Recipient must be the legally registered keeper/owner and proprietor of a hackney carriage or private hire vehicle licensed with Bradford Council which is not compliant with the Bradford Clean Air Zone licensed vehicle standards on or before 26th May 2021 continually up to the date of grant application.

Or

- Where the grant recipient has already upgraded to a Bradford CAZ compliant hackney carriage or private hire vehicle:
 - the Grant Recipient must have been the legally registered keeper/owner and proprietor of a non-compliant hackney carriage or private hire vehicle licensed with Bradford Council.
 - The non-compliant hackney carriage or private hire vehicle must have been licensed with Bradford Council prior to 27th May 2021.
 - The non-compliant vehicle must have been licensed with Bradford Council at the time the compliant vehicle purchased or retrofit upgrade completed.
 - The purchase and licensing of a replacement CAZ compliant hackney carriage or private hire vehicle or completion of a retrofit upgrade must have been after 18th February 2020.
 - Where a replacement compliant vehicle has been purchased, the non-compliant hackney carriage or private hire vehicle must have been de-licensed with Bradford Council and the grant recipient ceased ownership of the non-compliant vehicle at the time of licensing the compliant vehicle.
- The non-compliant vehicle must not have been subject to previous Clean Air Zone grant funding.

Vehicle Eligibility Special Conditions

- The Grant Recipient must be either the Legal Owner or the Registered Keeper of a replacement vehicle, and, where they are not the same person, have secured the permission of the Registered Keeper (in the case of the Legal Owner) or Legal Owner (in the case of the Registered Keeper).
- A Replacement Vehicle must be compliant with the Clean Air Zone vehicle emissions standards. (see table in annex 2)
- Replacement Vehicles must be on a like for like basis. (see table in annex 2)
- LPG conversions and other retrofit solutions must be approved by UKLPG or Clean Vehicle Retrofit Accreditation Scheme (CVRAS)

Post-Grant Special Conditions

For 2 years following the date of this Grant Agreement:

- The Grant Recipient must remain either the Legal Owner or Registered Keeper of the compliant vehicle.
- The compliant vehicle must remain licenced by the grant recipient with Bradford Council Hackney Carriage and Private Hire Vehicle Licensing Service.
- The compliant vehicle must be maintained to ensure the vehicle continues to meet Clean Air Zone emissions standards.
- The compliant vehicle must be kept 'on the road' i.e. the vehicle must be taxed, insured for use as a licensed vehicle and have a valid MOT (if applicable)
- The Grant Recipient agrees to provide evidence of compliance where requested.
- The Grant Recipient must inform the Council Representative immediately of any change which would cause a breach of the terms and conditions.