



## Department Place

### Clean Air Zone Grants Team

4th Floor Britannia House  
Bradford  
BD1 1HX

## PRIVATE & CONFIDENTIAL

Name  
Address

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

Date: DATE  
Ref: Ref number

Dear Name

### **Bradford Hackney Carriage and Private Hire Vehicle Clean Air Taxi Programme (Electric Vehicle running costs grants)**

Further to your application of **DATE OF APPLICATION** 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 £**GRANT AMOUNT** in respect of the running costs of your fully electric vehicle operating as a licensed vehicle in Bradford.

#### Termination of previous grant agreement

In accordance with the grant termination email sent to you on **ADD DATE OF TERMINATION EMAIL**, on signing and returning this new Grant Agreement, you are agreeing to the early termination of your previous Grant Agreement.

The grant amount equivalent to the unspent period of the previous Grant Agreement will be carried forward to this new Grant Agreement.

The amount carried forward from your previous Grant Agreement is **ADD AMOUNT CARRIED FORWARD**. Should there be a breach of the terms and conditions in this new Grant Agreement the amount which would be subject to withholding, suspension and repayment of grant will be **ADD COMBINED TOTAL (CARRIED FORWARD + EV GRANT)**

Although the previous Grant Agreement is terminated on the signing and returning of this new Grant Agreement, the Council still reserves the right to rely on the clause, Withholding, Suspension and Repayment of Grant of the previous Grant Agreement as that clause survives termination. Should information come to light which means you are in breach of either or both grant agreements, the council reserves the right to seek recovery on either or both grants in part or in full.

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 new Grant Agreement below by completing and signing where indicated.

**This Grant Agreement should be returned no later than 2 weeks from date of letter.**

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

Yours Sincerely

*Graham Feather*

Graham Feather  
Clean Air Zone Team

# Clean Air Electric Vehicle (EV) Taxi Grant Scheme - Grant Agreement

Reference number: REF NUMBER

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

**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**



## **Grant Recipient declaration:**

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

### **CHOOSE ONE OF THESE SIGNATORY OPTIONS**

#### **IF INDIVIDUAL APPLICANT OR SOLE TRADER ETC**

Signed:		Name:	
Role:		Date:	

For and on behalf of NAME

#### **IF LIMITED COMPANY OR REGISTERED CHARITY**

Executed by [NAME OF COMPANY] .....

acting by [NAME OF DIRECTOR], .....

a director, in the presence of: .....

[SIGNATURE OF WITNESS] .....

[NAME OF WITNESS] .....

[ADDRESS OF WITNESS] .....

[OCCUPATION OF WITNESS] .....

## 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 the running costs of a fully Electric Vehicle (EV) 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.

Except where the vehicle is the subject of a long-term lease agreement, in which case the Grant Recipient is neither the licensed proprietor nor the Legal Owner but the individual or legal entity with sole responsibility for the Vehicle's running costs and lease payments under the terms of a long term lease for 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 the Application and subject to these terms and conditions.

### It Is Agreed

#### 1. Definitions

In this Agreement, except where the context otherwise requires:

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

#### “Fully Electric Vehicle”

- Hackney carriage - These vehicles are purpose-built hackney carriage vehicles and have CO2 emissions of less than 50g/km and can travel at least 112km (70 miles) without any emissions at all.
- Cars - These vehicles have CO2 emissions of less than 50g/km and can travel at least 112km (70 miles) without any emissions at all.

“**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 ongoing running costs of a fully electric vehicle in accordance with this Agreement.

**“Grant Recipient”** means **APPLICANT NAME**, who, having accepted this offer of Grant, is responsible for receiving, expending and accounting for the funds paid and for ensuring compliance with all the terms and conditions of this Grant Agreement.

**“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 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 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.

**“Replacement Vehicle”** means the fully electric vehicle the Grant Recipient purchases or takes on a long-term lease (minimum 2 years at time of grant processing) to replace the Vehicle, more particularly described in Annex 2.

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

**“Term”** means two (2) years from the date of this Agreement.

**“Vehicle”** means the current non-compliant or not fully electric 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 assist with the ongoing running costs of a fully electric vehicle.

## **3. Purpose of the Grant**

- 3.1. The purpose of the Grant is to assist the Grant Recipient with the running costs of a fully electric vehicle over a 2-year period as identified in Annex 2.

#### **4. Amount of Grant**

- 4.1. The maximum amount of Grant payable will be £grant amount awarded to the recipient.
- 4.2. The grant will be paid in 2 equal instalments, firstly on receipt by Bradford Council of the executed Grant Agreement and associated documentation from the Grant Recipient in accordance with clause 8, and secondly, 12 months later subject to continued compliance with these grant terms and conditions.
- 4.3. Grant Funding is not payable in advance of need and shall solely be payable in accordance with this Agreement and following receipt by Bradford Council of the executed Grant Agreement and associated documentation from the Grant Recipient 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. Vehicle leasing companies are not eligible for this Grant award. Should it come to light that the Grant Recipient is a vehicle leasing company, then the provisions of Clause 6.1 (a) below shall apply
- 5.4. 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.
- 5.5. 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 Agreement is terminated in accordance with clause 7

6.2. Where there has been an early termination of a previous grant agreement for a non-fully electric licensed vehicle for the purposes of changing to a fully electric vehicle, the grant amount relating to any unspent period shall be included in any action to withhold, suspend, or request repayment of the grant award in accordance with this clause 6.

## **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 purchase or long-term lease of the replacement EV, the Grant Recipient shall submit to Bradford Council:

- a) Receipt of purchase of the EV or long-term EV lease agreement (minimum of 2 year lease period at time of grant assessment), if applicable;
- b) V5C document for the EV.
- c) Vehicle licensing documents issued by Bradford Council's Hackney Carriages and Private Hire Service;
- d) Evidence that the vehicle which was subject to replacement, is no longer owned by the Grant Recipient (where applicable); and
- e) 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 8, Bradford Council shall either:

- a) pay the Grant Recipient the 1<sup>st</sup> instalment equivalent to 50% of the grant award 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	REF NUMBER
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. The 2<sup>nd</sup> and final instalment (remaining 50% of the grant award) will be paid to the Grant Recipient 12 months from the 1<sup>st</sup> instalment payment date subject to continued compliance with the terms and conditions of this Grant Agreement.

8.9. 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.

9.3. The Grant Recipient shall continue to meet the special conditions of this Grant Agreement under Annex 3 and all other terms and conditions of this Grant Agreement to be eligible for the 2<sup>nd</sup> instalment payment of the Grant.

## **10. WARRANTIES**

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

- a) 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 required outcome (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 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 Grant 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 6.1(e) 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 11.1 as a result of any breach of Special Condition 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 the grant funding awarded under the terms of this Grant Agreement. (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 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 the EV which is subject to this grant award 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 of the Project.

### **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 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 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 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 the replacement of a hackney carriage or private hire vehicle licensed with Bradford Council which is either a vehicle which is not compliant with the Bradford CAZ vehicle standards or CAZ compliant vehicle which is not a fully electric vehicle.

### Project requirements

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

- purchase or long-term lease a fully electric vehicle (leased vehicles must be for a Term of at least 2 years at time of grant processing)
- removal from licence and cessation of ownership of the non-compliant vehicle or compliant but not fully electric vehicle.

### Purpose of the grant

To assist with the ongoing running costs of a replacement fully electric (EV) hackney carriage or private hire vehicle operating in Bradford.

### The replacement fully electric vehicle

The replacement fully electric vehicle must be a 'like for like' replacement. 'Like for like' means that a vehicle must be replaced by a vehicle of the same license type or an approved license type as per the table below:

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



## **Annex 3: Special Conditions**

### **Grant Recipient Eligibility Special Conditions**

- The Grant Recipient must be the owner/proprietor of a non-fully electric hackney carriage or private hire vehicle licensed with Bradford Council prior to **LAUNCH DATE OF SCHEME** up to the date of grant Application.

Or

Where the Grant Recipient has already upgraded to a fully electric hackney carriage or private hire vehicle:

- the grant recipient must have been the owner/proprietor of a non-fully electric hackney carriage or private hire vehicle licensed with Bradford Council
- The non-fully electric hackney carriage or private hire vehicle must have been licensed with Bradford Council's hackney carriage and private hire licensing service prior to **LAUNCH DATE OF SCHEME**
- the non-fully electric vehicle must have been licensed with Bradford Council's hackney carriage and private hire licensing service at the time the fully electric hackney carriage or private hire vehicle was purchased or leased.
- The upgrade to a replacement fully electric hackney carriage or private hire vehicle must have been after 18<sup>th</sup> February 2020.
- The non-fully electric hackney carriage or private hire vehicle must have been de-licensed with Bradford Council's hackney carriages and private hire licensing service and the Grant Recipient has ceased ownership of the vehicle at the time of upgrade to a fully electric vehicle. (Replacement Vehicle).

### **Vehicle Eligibility Special Conditions**

- The Grant Recipient must be the registered owner/proprietor of a replacement fully electric hackney carriage or private hire vehicle, or, be contracted to a long-term lease (minimum 2 years remaining at time of application or from the start of the lease contract where the vehicle is leased after the grant Application is made). Leasing companies are not eligible to apply.
- Replacement fully electric vehicles must be on a like for like basis. (see table in Annex 2)
- The original non-fully electric vehicle must be de-licensed and cease to be owned or leased by the Grant Recipient prior to the Grant being paid.

### **Post-Grant Special Conditions**

For 2 years following the date of the Grant Agreement:

- The Grant Recipient must retain ownership of the replacement EV, or, in the case of leased vehicles, remain contracted to the long-term lease.

- The replacement fully electric vehicle must remain licenced by the Grant Recipient or their lease company (as appropriate) with Bradford Council Hackney Carriage and Private Hire Service.
- The fully electric vehicle must be taxed, insured as a licensed vehicle and, where applicable have a valid MOT certificate.
- 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 of the Grant Agreement.