

Department Place

Clean Air Zone Grants Team

4th Floor Britannia House
Bradford
BD1 1HX

PRIVATE & CONFIDENTIAL

Mr Sample
2 Sample Street
Sample

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

Date: 15 November 2023
Ref: Sample

Dear Mr Sample

Bradford Hackney Carriage and Private Hire Vehicle Clean Air Taxi Programme (Up-front Grant Payment Option)

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 £5,000 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 Agreement), please return a copy of the full Grant Agreement below by completing and signing where indicated.

In addition, please sign and return a copy of the taxi de-licensing Surrender Agreement which will be sent in a separate email. This form is a post-dated commitment to de-license your current vehicle should you not purchase a replacement vehicle within 4 months of the date the signed Grant Agreement and Surrender Agreement are received by Bradford Council’s grants team.

Please ensure that you have carefully read and understood the terms and conditions of this Grant Agreement and the Surrender Agreement before accepting the Grant.

The Grant Agreement and Surrender Agreement should both 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 "**Agreement**") sets out the terms and conditions of Bradford Council's offer of grant funding to Mr 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 Mr 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 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 form the Registered Keeper as applicable);
or
 - ii. the Registered Keeper (with permission form 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.
- E. The Grant Recipient has applied to receive the funding in advance of need in return for submitting a post-dated Surrender Agreement to de-license the Vehicle by way of security for the Grant.
- F. The Council has agreed, subject to these terms and conditions, that in the event the Grant Recipient does not use the Grant for the purpose set out in this Grant Agreement by the Expenditure Deadline the Vehicle may be delicensed under the terms of the Surrender Agreement in lieu of clawback of the Grant.
- G. The Grant Recipient understands that if they do not use the Grant they must de-license their Vehicle.

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.

“**De-license**” means the removal of a Vehicle's licence for use by Bradford Council's Hackney Carriages and Private Hire Service;

“**Expenditure Deadline**” means the date 4 months from the issue of this Grant Agreement and Surrender Agreement as stated in clause 2.2.. In which time, the Grant Recipient must have evidenced that they have used the Grant for its intended purpose as set out in clause 3 and, in more detail in Annex 2, of this Grant Agreement.

“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 in respect of the costs of purchasing a Replacement Vehicle in accordance with this Grant Agreement;

“Grant Recipient” means Mr 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;

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

“Surrender Agreement” means the post-dated agreement that authorises Bradford Council's licensing service to remove the Grant Recipient's non-compliant Vehicle no later than 4 months from the date of signing.

“Replacement Vehicle” means the vehicle the Grant Recipient purchases to replace the Vehicle

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

“Vehicle” means the current non-compliant hackney carriage or private hire Vehicle described 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 a replacement, CAZ compliant hackney carriage or private hire Vehicle (Replacement Vehicle).
- 2.2. The Grant Recipient shall use the Grant and provide evidence to the Council that it has used the Grant, by the end of business (17:00) on **15 March 2024**

3. Purpose of the Grant

The purpose of the Grant is as follows:

- 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 Replacement Vehicle.
- compulsory de-licensing of a non-compliant hackney carriage or private hire Vehicle should the Grant Recipient choose not to purchase a Replacement Vehicle.

as more particularly described in Annex 2.

4. Amount of Grant

- 4.1. The amount of Grant payable will be **£5,000**.
- 4.2. Grant Funding is payable in advance and shall solely be payable in accordance with this Grant Agreement and following invoicing 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 Replacement 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 Replacement Vehicle 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 Vehicle ("**Unspent Grant**") then the Grant Recipient shall promptly repay such Grant to Bradford Council upon determining that such Grant is not required to be expended in

respect of the Vehicle. In the event that Unspent Grant is returned in full to the Council before the Expenditure Deadline the Council shall return the Surrender Agreement to the Grant Recipient as null and void.

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 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 completion of the purpose of the Grant;
- 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) The Grant Recipient commits or committed a Prohibited Act;
- i) The Grant has not been utilised for the purposes permitted under this Grant Agreement;
- j) In Bradford Council's opinion, acting reasonably, the Grant would be deemed to be a prohibited subsidy if not repaid by the Grant Recipient;
- k) There is a breach by the Grant Recipient of any of the terms and conditions of this Grant Agreement.
- l) This Grant Agreement is terminated in accordance with Clause 7.

6.2. Bradford Council may require all or part of the Grant to be repaid or returned if:

- a) This Grant Agreement is terminated in accordance with Clause 7;
- b) The funding provided to Bradford Council by JAQU to facilitate this Grant is required under the terms of its funding arrangements to be repaid;
- c) The Grant Recipient has failed to comply with the terms of the Surrender Agreement after the Expenditure Deadline.

6.3. 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.

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 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 accordance with this clause 8;

8.2. A signed Grant Agreement, Surrender Agreement and associated documentation set out in clause 8.8 shall be sent to Bradford Council's Clean Air Plan Team in order for the Grant to be paid.

8.3. The Clean Air Plan Team will arrange for payment to be made within 20 working days of receipt of the signed Grant Agreement and signed Surrender Agreement.

8.4. 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.

8.5. The amount of the Grant shall not be increased in the event of any overspend by the Grant Recipient on the Replacement Vehicle.

8.6. 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.

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

8.8. Upon completion of the replacement the Grant Recipient shall submit to Bradford Council:

- a) Receipt of purchase of the Replacement Vehicle
- b) V5C document for the Replacement Vehicle.
- c) Vehicle licensing documents issued by Bradford Council's Hackney Carriages and Private Hire Service for the Replacement Vehicle;
- d) Vehicle licensing documents issued by Bradford Council's Hackney Carriages and Private Hire Service for the removal from license of the non-compliant Vehicle;
- e) such other supporting evidence as Bradford Council may reasonably request to demonstrate compliance with the Special Conditions.

9. Surrender Agreement

9.1. Upon the confirmation by Bradford Council of the receipt of satisfactory evidence under clause 8.7 that the Grant has been spent before the Expenditure Deadline, Bradford Council shall return the Surrender Agreement to the Grant Recipient as null and void.

9.2. In the event that Bradford Council:

- a) notifies the Grant Recipient that the evidence described in clause 8.78 is not satisfactory and the Grant Recipient is unable to provide further evidence to the Council's satisfaction before the Expenditure Deadline; or
- b) does not receive any evidence before the Expenditure Deadline;

it shall issue a notice to the Grant Recipient that the Surrender Agreement must be complied with forthwith.

10. Obligations of the Grant Recipient

- 10.1. 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.
- 10.2. 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 the Replacement Vehicle is procured at market price.
- 10.3. The Grant Recipient shall ensure that in the event that they do not spend the Grant monies by the Expenditure Deadline they shall comply promptly with the terms of the Surrender Agreement to Delicense the Vehicle.

11. Warranties

- 11.1. 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 (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 Grant Agreement it meets and, and shall continue throughout the Term, to meet the Special Conditions.

12. Claw-back

12.1. The Grant Recipient acknowledges that the Grant is paid to the Grant Recipient solely for the purchase of a compliant vehicle in replacement of the non-compliant vehicle, as specified, or through the surrender of the non-compliant vehicle license after a period of no more than 4 months from when the surrender agreement is returned, 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.

12.2. Where any Grant is repayable in accordance with clause 6 **Error! Unknown switch argument.** 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.

13. Reporting and change

13.1. 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.

13.2. 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 at least 5 days in advance of such replacement. The replacement for such Replacement 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 Replacement 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.

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

- a) In the case of Bradford Council – Clean Air Plan Team at the address stated above 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:

Name:

Contact Address:

or such other person as the Grant Recipient shall notify to Bradford Council from time to time ("**Grant Recipient Representative**").

14. Financial or Other Irregularities

14.1. 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.

15. VAT

15.1. 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.

- 15.2. 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.
- 15.3. 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.
- 15.4. 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.

16. Disputes

- 16.1. 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 the Grant Recipient or its appointed representative who will work together to resolve the dispute.
- 16.2. Where the parties have been unable to resolve a dispute in accordance with clause 16.1. 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 proceedings as permitted by law in accordance with clause 24.

17. Confidentiality and Freedom of Information

- 17.1. Subject to this clause 17 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.
- 17.2. 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.

- 17.3. 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.
- 17.4. 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 Grant. 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.

18. Conflict of Interest

- 18.1. 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.
- 18.2. 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.

19. Council's Obligations/Fettering Discretion

- 19.1. 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.

20. Assignment

- 20.1. 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 Grant Agreement, transfer or pay to any other person any part of the Grant.

21. No Partnership or Agency

- 21.1. 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.

22. Waiver

- 22.1. 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.

23. Contracts (Rights Of Third Parties) Act 1999

- 23.1. 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.

24. Governing Law and Jurisdiction

- 24.1. 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.
- 24.2. 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 on-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 not currently compliant with the Bradford CAZ vehicle standards with a Bradford CAZ compliant vehicle of a like-for-like licence type. (not including fully electric vehicles)

Or

- compulsory de-licensing of a non-compliant hackney carriage or private hire Vehicle should the grant recipient choose not to purchase a replacement vehicle within 4 months of this Grant Agreement and Surrender Agreement.

The current non-compliant hackney carriage or private hire vehicle is defined as “the Vehicle”.

Project requirements

To meet the requirements of the project, the grant recipient will need to complete the following:

Purchase of Replacement Vehicle

- purchase a replacement Bradford CAZ compliant (but not fully electric) vehicle.
- When a replacement compliant vehicle is purchased, the removal from license of the non-compliant vehicle.

Delicensing of the non-compliant Vehicle

Where no Replacement Vehicle is purchased, the removal from licence with Bradford Council of the non-compliant Vehicle in accordance with the vehicle Surrender Agreement and within 4 months from issue of the Surrender Agreement.

Purpose of the grant

- To assist with the cost of a replacement CAZ compliant (not a fully electric vehicle) hackney carriage or private hire Replacement Vehicle operating in Bradford or approved retrofit solution for an existing non-compliant vehicle within a 4-month period of this Grant Agreement and Surrender Agreement.

Or

- In the instance where no Replacement Vehicle is purchased, removal of a non-compliant Vehicle from the Bradford licensed vehicle fleet no later than 4 months after the issue of this Grant Agreement and Surrender Agreement.

The replacement compliant vehicle

Where the Grant Recipient 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:

Current vehicle	Replacement vehicle options
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

Bradford Clean Air Zone (CAZ) compliance standards

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

Licence 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 either the Legal Owner or the Registered Keeper of a non-compliant licensed 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).
- The non-compliant Vehicle must have been licensed with Bradford Council Licensing Service on or before 26th May 2021 and still be licensed after the grant is paid.
- The non-compliant Vehicle must not have been subject to previous Clean Air Zone grant funding.

Replacement 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 in accordance with the table set out in Annex 2.
- Replacement Vehicles must be on a like for like basis in accordance with the table set out in Annex 2)
- Should the Grant Recipient purchase and license a vehicle with Bradford Council's licensing service after the 4-month de-licensing period but before the end of the 2 year compliance period of the Grant Agreement, the vehicle will still be considered as a Replacement Vehicle and therefore must be a like-for-like replacement as per the table set out in Annex 2.

Post Grant Special Conditions

For 2 years following the date of this Grant Agreement:

Where a compliant Replacement Vehicle has been purchased:

- The Grant Recipient must remain either the Legal Owner or Registered Keeper of the compliant Replacement Vehicle.
- The compliant Replacement Vehicle must remain licenced by the Grant Recipient with Bradford Council Hackney Carriage and Private Hire Vehicle Licensing Service

- The compliant Replacement Vehicle must be maintained to ensure the vehicle continues to meet Clean Air Zone emissions standards.
- The compliant Replacement 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 these terms and conditions.

Where a non-compliant Vehicle has been de-licensed without the purchase of a Replacement Vehicle, for 2 years following the date of this Grant Agreement:

- The Grant Recipient must not license a new vehicle which could be deemed as a replacement of the non-compliant vehicle unless the new vehicle is of the same vehicle licence type in accordance with the table set out in Annex 2).
- 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.