[the authority]

**and**

[THE GRANT RECIPIENT]

**GRANT FUNDING AGREEMENT for [ ]**

**This Grant Funding Agreement** is made on [insert date of signature]

**Between:**

1. THE SECRETARY OF STATE FOR TRANSPORT whose principal address is at Great Minster House, 33 Horseferry Rd, London SW1P 2AA (the “**Authority**”)
2. [INSERT THE FULL NAME OF THE GRANT RECIPIENT], whose principal address is at [ADDRESS] (the “**Grant** **Recipient”**).

**In relation to:**

**Project Name: Installation of Infrastructure Works at [address]**

**Project Number: [insert project number (if applicable) otherwise remove].**

**BACKGROUND**

1. The Grant is made pursuant to section 50 of UK Internal Market Act 2020. Grants are awarded under a scheme known as the Depot Charging Scheme.
2. The Grant Recipient is being awarded a Grant to deliver charging infrastructure at its depot site(s).
3. The Authority shall provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
4. The Grant Recipient shall use the Grant solely for the Funded Activities.
5. INTRODUCTION
   1. The Parties confirm that it is their intention to be legally contractually bound by this Grant Funding Agreement.
6. DEFINITIONS AND INTERPRETATION
   1. Where the following terms appear in this Agreement the following definitions apply:

**Anticipated Project Cost** means the anticipated Eligible Expenditure for the delivery of the Funded Activities as specified in the quotation(s) at Annex 2 to this Agreement;

**Asset** means the Charge Points and associated infrastructure installed in accordance with the Funded Activities set out in Annex 2 to this Agreement and **Assets** shall be construed accordingly;

**Battery Energy Storage System (‘BESS’)** means a storage system based on electrochemical energy storage (e.g. li-ion cells) intended to store electricity for later use.

**Branding Manual** means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government first published by the Cabinet Office in November 2022, and is available [here](https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/), including any subsequent updates from time to time;

**Bribery Act** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

**Charge Point(s)** means a device intended for charging a vehicle that is capable of being propelled by electrical power derived from a storage battery (or for discharging electricity stored in such a vehicle), as provided in the Automated and Electric Vehicles Act 2018 (and as may be updated/amended/replaced from time to time);

**Coach** means Class III vehicles, belonging to vehicle categories M2 and M3, as defined in Article 4 of Regulation (EU) 2018/858, as that regulation has effect in domestic law, or, as the case may be, as it has effect in EU law from time to time and by virtue of the Windsor Framework;

**Code of Conduct** means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available [here](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf), including any subsequent updates from time to time;

**Commencement Date** means the date on which the Grant Funding Agreement comes into effect, being the [**Insert commencement date]**;

**Confidential Information** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party’s personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

1. any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:

(i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;

1. any information developed by the Parties in the course of delivering the Funded Activities;
2. the Authority Personal Data; and
3. any information derived from any of the above.

Confidential Information shall not include information which:

1. was public knowledge at the time of disclosure (otherwise than by breach of paragraph 10.1 of this Agreement);
2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
3. is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
4. is independently developed without access to the Confidential Information.

**Change of Control** means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

**Depot** means the commercial site where HGVs, Vans and/or Coaches are housed and maintained, from which they are dispatched for service. Depot sites are where eligible Charge Points shall be installed

**Duplicate Funding** means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made;

**EIR** means the Environmental Information Regulations 2004;

**Electric Vehicle** means a vehicle that is capable of being propelled by electric power derived from a storage battery, as provided in The Public Charge Point Regulations 2023. For the purposes of this GFA, Electric Vehicle shall mean a vehicle entirely propelled by electric power, excluding hybrid vehicles, and shall be used interchangeably with the term Zero Emission Vehicle;

**Eligibility Criteria** mean the Authority’s selection criteria used to determine who should be grant recipients including the Grant Recipient;

**Eligible Expenditure** means the cost of the Funded Activities paid by the Grant Recipient, excluding any ineligible expenditure

**EU GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;

**Event of Default** means an event or circumstance set out in paragraph 20.1;

**Existing Finance Arrangements** means the corporate funding and finance facilities of the Grant Recipient which may be used as Match Funding as more particularly set out in Annex 2;

**Financial Year** means from 1 April to 31 March;

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Funded Activities** means the Infrastructure Works set out in Annex 2**;**

**Funding Period** means the period for which the Grant is awarded starting on the Commencement Dateand ending on 31 March 2026.

**Grant** means the sum or sums the Authority shall pay to the Grant Recipient in accordance with this grant funding agreement;

**Grant Claim** means the payment request **[form/claim form]** submitted by the Grant Recipient to the Authority for payment of the Grant in accordance with each Milestone;

**Grant Funding Agreement (GFA)** means this Agreement together with its annexes and schedules including but not limited to the Annex 1 Grant Funding Letter;

**Grant Funding Letter** means the letter the Authority issued to the Grant Recipient dated [ ], a copy of which is set out in Annex 1;

**Grant Manager** means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

**HGV** means heavy goods vehicle, belonging to Class III vehicles of vehicle categories N2 and N3, as defined in Article 4 of Regulation (EU) 2018/858, as that regulation has effect in domestic law, or, as the case may be, as it has effect in EU law from time to time and by virtue of the Windsor Framework.

**HMRC** means HM Revenue and Customs;

**HRA** means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Ineligible Expenditure** means expenditure of the type listed in paragraphs 4.3 and 4.4;

**Infrastructure Works** means the project to install Charge Points at the Depot owned and/or operated by the Grant Recipient;

**Information Acts** means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

**Intellectual Property Rights** or **IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Law** means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Grant Recipient is bound to comply;

**Losses** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** shall be interpreted accordingly;

**Match Funding** means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant. For the avoidance of doubt, Match Funding may include (without limitation) third party funding (including Permitted Borrowing or Existing Finance Arrangements) and internal funding from the Grant Recipient;

**Maximum Sum** means 75% of the Eligible Expenditure incurred by the Grant Recipient, up to a maximum of 75% of the Anticipated Project Cost, or £1million, whichever is the lower;

**Milestones** means the stages of completion set out in Annex 3 in accordance with which the Grant payments for the Infrastructure works set out in Annex 2 may be made;

**Party** means the Authority or Grant Recipient and **Parties** shall be each Party together;

**Personal Data** has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

**Prohibited Act** means:

1. directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
   * + - 1. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Funding Agreement; or
         2. showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement;
2. committing any offence:
   * + - 1. under the Bribery Act;
         2. under legislation creating offences in respect of fraudulent acts; or
         3. at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or
3. defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Publication** meansany announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities, the Grant Funding Agreement or the Authority;

**Remedial Action Plan** means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default, pursuant to the process set out in paragraphs 20.4 to 20.10 ;

**Representatives** means any of the Parties’ duly authorised directors, employees, officers, agents, professional advisors and consultants;

**Solar Energy Equipment** means the components that make up a solar energy system intended to harness the sun’s energy, convert it into electricity and distribute it for use. Common components include solar panels and inverters.

Schedule means the schedules attached to this Agreement which form part of the Agreement (unless otherwise provided);

Site(s) shall be construed as Depot, and means the land upon which the Charge Points shall be installed and where the Infrastructure Works shall take place;

Special Payments means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient’s employees;

**State Aid Law** means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

Subsidy Control Act means the Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;

**Technical Specification(s)** means the agreed specification for each of the Infrastructure Works and the Charge Points as set out in Annex 2;

**Third Party** means any person or organisation other than the Grant Recipient or the Authority;

**Trade and Cooperation Agreement** means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

**UK GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

**Van** means a vehicle which is:

* 1. a vehicle of category N1 which is type-approved in accordance with Annex 21 to Regulation (EU) 2017/1151;
  2. a vehicle of category N1; which is type-approved in accordance with Regulation (EC) 595/2009; and in relation to which the zero-emission conditions are met; or
  3. a vehicle
     1. of category N2;
     2. which is type-approved in accordance with Annex 21 to Regulation (EU) 2017/1151 or Regulation (EC) 595/2009;
     3. which has a maximum mass for the purposes of Article 4 of Regulation (EU) 2018/858 which exceeds 3,500 kilograms but which does not exceed 4,250 kilograms, and the proportion of that mass which exceeds 3,500 kilograms is attributable entirely to the mass of the vehicle’s energy storage system; and
     4. in relation to which the zero-emission conditions are met;

**VAT** means value added tax chargeable in the UK;

**Windsor Framework** means the protocol on Ireland and Northern Ireland in the EU withdrawal agreement;

**Working Day** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

* 1. In this Agreement, unless the context otherwise requires:
     1. the singular includes the plural and vice versa;
     2. reference to a gender includes the other gender and the neuter;
     3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
     4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
     5. the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
     6. references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
     7. references to “representations” shall be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Grant Funding Agreement;
     8. references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of this Agreement and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
     9. the headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
  2. No review comment or approval by the Authority under the provisions of this Agreement shall operate to exclude or limit the Grant Recipient’s obligations or liabilities under this Agreement save where the Authority has confirmed the said comment or approval in writing.

1. CONDITIONS

**Duration and purpose of the grant**

* 1. The Funding Period starts on [ ] (the **Commencement Date**) and ends on 31 March 2026 unless terminated earlier in accordance with this Grant Funding Agreement. Expiry or termination of this Grant Funding Agreement shall be without prejudice to any accrued rights or obligations under this Agreement as at the date of termination.
  2. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may only change the Funded Activities with the consent of the Authority.

Payment of grant

* 1. Subject to this Grant Funding Agreement, the Authority shall pay the Grant Recipient the Maximum Sum in accordance with each Milestone as follows:
     1. Milestone 1: Charge Points together with BESS and/or Solar Energy Equipment, if any, have been ordered and paid for and conditions set out in the Grant Funding Letter have been fulfilled (for example, relevant electric vehicles have been ordered). The Authority shall pay 75% of the cost of such Charge Points, BESS and/or Solar Energy Equipment.
     2. Milestone 2: Civil engineering works substantially complete: The Authority shall pay 75% of the cost of such civil engineering works.
     3. Milestone 3: Civil engineering works are completed and Charge Points together with BESS and/or Solar Energy Equipment, if any, are energised and relevant electric vehicles have been delivered. The Authority shall pay 75% of the cost of completing the civil engineering works and commissioning the Charge Points, BESS and Solar Energy Equipment.
     4. The total paid by the Authority for Milestone 1 shall not exceed 90% of the Maximum Sum.
     5. The cumulative total paid by the Authority for Milestones 1 and 2 shall not exceed 90% of the Maximum Sum.
     6. The cumulative total paid by the Authority for Milestones 1, 2 and 3 shall not exceed the Maximum Sum.
  2. The Maximum Sum shall not be increased in the event that the amount paid by the Grant Recipient in its delivery of the Funded Activities exceeds the Anticipated Project cost.
  3. The Authority shall pay the Grant to the Grant Recipient in arrears in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities.
  4. The Authority shall not pay the Grant for each Milestone until it is satisfied that the Grant Recipient has paid for the Funded Activities in full for that Milestone.
  5. Save where approved in exceptional circumstances, the Authority shall not pay for Funded Activities delivered after the end of the Funding Period**.**
  6. The Grant Recipient shall provide the Authority with evidence of Eligible Expenditure incurred in the delivery of each Milestone together with evidence that those costs have been paid by the Grant Recipient. Such evidence may include receipts and invoices or any other documentary evidence specified by the Authority.
  7. The Grant Recipient shall declare to the Authority any Match Funding which has been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it agrees to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement and where applicable, require all or part of the Grant to be repaid.
  8. Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in such format as may be required by the Authority and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
  9. The Grant Recipient agrees that:
     1. it shall not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been or will be paid for in full using the Grant;
     2. it shall not apply for payment of the Grant in respect of any expenditure which has been or will be paid for using Duplicate Funding;
     3. the Authority may refer the Grant Recipient to the police should it be suspected that it has dishonestly and intentionally obtain Duplicate Funding for the Funded Activities.
  10. The Authority shall not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
      1. the Grant shall be used to reimburse only Eligible Expenditure that has been incurred; and
      2. if applicable, any previous Grant payments have been used for the Funded Activities.
  11. Save where approved in exceptional circumstances, the Grant Recipient may not (for a period of 2 years from the date on which the Funding Period ends) apply for any other grants to fund the installation of other Charge Points at the same sites as those for which this Grant is paid.
  12. The Authority reserves the right not to pay any Grant Claims which are incomplete, incorrect or submitted without the full supporting documentation.
  13. The Authority shall have no liability to the Grant Recipient for any Losses caused by a delay in the payment and/or non-payment of a Grant Claim howsoever arising.
  14. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph, shall fall due immediately. If the Grant Recipient fails to repay within 15 days, the sum shall be recoverable summarily as a civil debt.
  15. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient shall remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
  16. Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
  17. The Grant Recipient may not retain any Unspent Monies without the Authority’s prior written permission.
  18. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 daysof the Authority’s request for repayment.

**Banking requirements**

* 1. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK. The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
  2. The signatory shall be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
  3. The Grant shall be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. All cheques from the bank account shall be signed by at least two individual Representatives of the Grant Recipient.

1. ELIGIBLE AND INELIGIBLE EXPENDITURE
   1. The Authority shall only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient shall use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of this Agreement).
   2. The following costs/payments shall be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities**:**
      1. The reasonable cost to purchase Charge Points of any type or speed;
      2. The reasonable costs to purchase such BESS and/or Solar Energy Equipment to support charging infrastructure as has been approved by the Authority;
      3. The reasonable costs of labour and materials required for the installation and energisation of the Charge Points and approved BESS or Solar Energy Equipment including:
2. civil engineering work (e.g. digging up land, laying cables, etc)
3. electrical components
4. electrical contractor works required to connect and energise the Charge Points, BESS and/or Solar Energy Equipment.
   1. The Grant Recipient may not in any circumstance claim any of the Ineligible Expenditure set out in the following non-exhaustive list:
      1. purchase or lease of a vehicle
      2. grid connection
      3. grid capacity upgrade
      4. planning application
      5. cosmetic works to the site
      6. project management and reporting costs
      7. administration costs
      8. new/additional land required for the proposed infrastructure
      9. electricity provided by the Charge Points
      10. ongoing back office data provision
      11. any other ongoing operating costs (for example, maintenance)
      12. any other cost not listed as an eligible expenditure
      13. costs related to BESS and Solar Energy Equipment that exceeds the capacity that has been approved by the Authority
      14. marketing, advertising, communication, or consultancy
   2. Other examples of ineligible expenditure include the following:
      1. contributions in kind;
      2. interest payments or service charge payments for finance leases;
      3. gifts;
      4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
      5. payments for works or activities which the Grant Recipient, has a statutory duty to undertake,
      6. payments for works that are fully funded from sources other than this grant;
      7. bad debts;
      8. payments for unfair dismissal or other compensation;
      9. depreciation, amortisation or impairment of any assets owned by the Grant Recipient including the Assets being funded by the Grant;
      10. the acquisition or improvement of assets other than the Assets described in Annex 2; and
      11. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.
5. OBLIGATIONS
   1. The Grant Recipient acknowledges that the Authority has allocated the Grant in accordance with this Agreement on the understanding that the Infrastructure Works shall be delivered in accordance with the Project Plan at Annex 2.
   2. The Grant Recipient shall use its best endeavours to ensure that its contractors comply with the terms of any Contract and shall enforce and procure the enforcement of the terms of the Contract at all times.
   3. The Grant Recipient shall ensure that the Infrastructure Works are:
      1. carried out in accordance with all Consents, the Technical Specifications and in accordance with any Laws; and
      2. carried out in a good and workmanlike manner.
   4. The Grant Recipient shall ensure that from the energisation of the Charge Points:
      1. the Technical Specifications and any relevant Laws are met on an ongoing basis;
      2. there are appropriate arrangements to manage both planned and reactive maintenance requirements.
   5. The Grant is paid on the basis that the Charge points shall be used primarily by the Grant Recipient for their own commercial use to charge HGVs, vans or coaches. The Grant Recipient shall ensure that if the Charge Points are shared with other users, this shall be on a cost recovery basis for at least 3 years from the date of energisation.
   6. The Grant Recipient shall ensure that no Infrastructure Works are commenced and/or continued without all necessary Consents being received such as that of its landlord, or in the event that planning permission is required under the Town and Country Planning Act 1990.
   7. The Grant Recipient shall ensure that it and any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in relation to the works, goods or services funded by the Grant.
   8. Where relevant, the Grant Recipient shall comply as necessary, with the Procurement Act 2023 when procuring goods and services in connection with this Agreement and the Authority shall not be liable for the Grant Recipient’s failure to comply with its obligations under the Procurement Act 2023.
   9. The Grant Recipient shall maintain or ensure that there is a maintained and accurate record of all health, safety and environmental incidents which occur on or in connection with the delivery of the Infrastructure Works and shall (if requested) provide a report to the Authority as part of the Monitoring Report arrangements.
   10. The Grant is paid on the basis that the Charge Points being installed are not excessive in relation to the current or reasonably anticipated fleet needs of the Grant Recipient. For a period of 3 years from the date on which the funding period ends, the Grant Recipient shall ensure that it continues to own and operate or lease and operate at least the same number of HGVs, vans or coaches as were owned, leased or on order at the Commencement Date.
6. MONITORING AND REPORTING
7. 1. The Grant Recipient shall:
      1. closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved;
      2. provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with this Grant Funding Agreement;
      3. provide the Authority with a completion report setting out such information about the infrastructure works and use of the Charge Points, BESS and Solar Energy Equipment, if any, as the Authority may reasonably specify including data on the Funded Activities, usage and costs, and any other element where requested;
      4. allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period;
      5. record in its financial reports the amount of Match Funding it receives if any, together with details of what it has used that Match Funding for; and
      6. notify the Authority as soon as reasonably practicable of:
8. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
9. actual or potential variations to the Funded Activities in this Agreement.
   1. The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings on delivery of its completion report):
      1. that the reports and information it gives pursuant to this paragraph are accurate;
      2. that it has diligently made full and proper enquiry in relation to the reports and information given; and
      3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.
10. AUDITING AND ASSURANCE
    1. The Grant Recipient shall:
       1. where requested by the Authority, nominate an independent auditor to verify the evidence of expenditure and income submitted to the Authority;
       2. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
       3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.
    2. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure and shall make it available on request to the Authority or anyone acting on their behalf;
    3. The Grant Recipient shall ensure that all its contractors retain each record, item of data and document relating to the Funded Activities for a period of 3years from the date on which the Funding Period ends.
    4. Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file their annual return and accounts by the dates specified by Companies House.
    5. Where requested the Grant Recipient shall provide the Authority with copies of their annual return and accounts within five days of filing them at Companies House and/or the Charity Commissioner. If a Grant Recipient fails to comply with paragraph 7.4 of this Agreement the Authority may suspend funding or terminate the Grant Funding Agreement in accordance with paragraph 20.1.2 of this Agreement.
11. **FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY** 
    1. The Grant Recipient shall at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
    2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. Where applicable, the Grant Recipient shall require that the internal/external auditors appointed under paragraph 8.3 report on the adequacy or otherwise of that system.
    3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may require the matter to be referred to external auditors or other Third Party as required.

* 1. The Authority shall have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what is actually proven.
  2. The Grant Recipient agrees and accepts that it may become ineligible for this Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
  3. For the purposes of paragraph 8.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or other appropriate organisations as part of pursuing sanctions, criminal or civil proceedings.

1. CONFLICTS OF INTEREST
   1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
   2. The Grant Recipient must have and shall keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.
2. CONFIDENTIALITY
   1. Except to the extent set out in this paragraph or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
   2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.
   3. Nothing in this paragraph shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
      1. for the purpose of the examination and certification of the Authority’s accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
      2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
      3. where disclosure is required by Law, including under the Information Acts.
   4. Nothing in this paragraph shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party’s Confidential Information or an infringement of the other Party’s Intellectual Property Rights.
3. TRANSPARENCY 
   1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.
4. STATUTORY DUTIES
   1. Where applicable, the Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the Human Rights Act 1998.
   2. Where requested by the Authority, the Grant Recipient shall provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.
   3. On request from the Authority, the Grant Recipient shall provide the Authority with all such relevant documents and information relating to the Grant Recipient’s data protection policies and procedures as the Authority may reasonably require.
   4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.
   5. The Authority shall take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
5. DATA PROTECTION AND PUBLIC PROCUREMENT

**Data Protection**

* 1. The Grant Recipient and the Authority shall comply at all times with their respective obligations under Data Protection Legislation in relation to this Grant Funding Agreement.

**Public Procurement**

* 1. Where applicable, the Grant Recipient shall ensure that any of its Representatives involved in the Funded Activities shall adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
  2. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Act 2023 the Grant Recipient shall comply, as necessary, with that Act when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient’s failure to comply with its obligations under that Act.

1. SubsidY CONTROL
   1. To the extent that it is within its control, the Grant Recipient shall ensure that delivery of the Funded Activities does not put the Authority in breach of the UK’s domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies.
   2. The Grant Recipient agrees to comply with the following additional conditions in order to ensure that the Grant remains consistent with the subsidy control principles in Schedule 1 to the Subsidy Control Act and the energy and environment principles in Schedule 2 to the Subsidy Control Act.
   3. The Grant Recipient shall maintain appropriate records of compliance with the relevant subsidy control regime and shall take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
   4. The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.
   5. Where there is any breach of the terms of this paragraph, the Authority may terminate this Agreement in full and at its discretion recover any Grant paid under this Agreement to the Grant Recipient together with any interest, fees and penalties applicable thereon.
2. ENVIRONMENTAL REQUIREMENTS
   1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority’s environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
   2. The Grant Recipient shall endeavour to reduce greenhouse gas emissions relating to the Infrastructure Works wherever possible.
3. ASSETS

**Disposal of Asset**

* 1. The Grant Recipient must ensure that the Assets which have been installed with this Grant are maintained in working order for at least 3 years from the date of energisation.
  2. The Grant Recipient must not sell, lease or otherwise dispose of any Assets that have been installed with this Grant without the prior written consent of the Authority. If the Authority grants consent to the disposal, such consent may be subject to satisfaction of certain conditions, which may include a requirement to repay some or all of the grant, to be determined by the Authority.
  3. The Grant Recipient must notify the Authority if, within 3 years from the date on which the Funding Period ends, they intend to sell the site upon which the depot and charging points are located, or, where the site is held by the Grant Recipient as a leaseholder, where, within 3 years from the date on which the Funding Period ends, the lease comes to an end for any reason. The Authority may require some or all of the grant to be repaid by the Grant Recipient.

**Charging of any Asset**

* 1. The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

1. INSURANCE
   1. The Grant Recipient shall during the term of the Funding Period and for 3 years from the date on which the Funding Period ends, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
   2. The Grant Recipient shall upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.
2. ASSIGNMENT
   1. The Grant Recipient shall not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority’s prior approval.

1. PUBLICITY
   1. The Grant Recipient gives consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient’s initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 6 of this Agreement.
   2. The Grant Recipient shall comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that shall assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
   3. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.
   4. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority’s logo. If a Third Party wishes to use the Authority’s logo, the Grant Recipient must first seek permission from the Authority.
   5. The Grant Recipient shall acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
   6. In using the Authority's name and logo, the Grant Recipient shall comply with all reasonable branding guidelines issued by the Authority from time to time.
2. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

**Events of Default**

* 1. The Authority may exercise its rights set out in paragraph 20.3 if any of the following events occur:
     1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
     2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
     3. where delivery of the Funded Activities does not start within 1 month of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or fails to agree a new date on which the Funded Activities shall start with the Authority;
     4. the Grant Recipient uses the Grant for Ineligible Expenditure;
     5. the Grant Recipient fails, in the Authority’s opinion, to make satisfactory progress with the Funded Activities without a good reason;
     6. the Grant Recipient fails to:

1. submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 20.3.4; or
2. improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
   * 1. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
     2. the Grant Recipient fails to declare Duplicate Funding;
     3. the Grant Recipient fails to declare any Match Funding in accordance with paragraph 3.9;
     4. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
     5. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its Grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
     6. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as it becomes aware of it;
     7. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
3. acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority;
4. taken any actions which unfairly brings or are likely to unfairly bring the Authority’s name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
5. transferred, assigns or novates the Grant to any Third Party without the Authority’s consent; or
6. failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
   * 1. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation;
     2. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
     3. the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Windsor Framework;
     4. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK’s domestic obligations under the Subsidy Control Act or its international obligations (including under the Trade and Cooperation Agreement);
     5. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 24.1;
     6. the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
7. shall be materially detrimental to the Funded Activities and/or;
8. the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
9. that the Change of Control would raise national security concerns and/or;
10. the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.
    1. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with this Agreement or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

**Rights reserved for the Authority in relation to an Event of Default**

* 1. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:
     1. suspend or terminate the payment of Grant for such period as the Authority shall determine;
     2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
     3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt;
     4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 20.4 to 20.10; and/or
     5. terminate the Grant Funding Agreement.

**Opportunity for the Grant Recipient to remedy an Event of Default**

* 1. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 20.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.
  2. The draft Remedial Action Plan shall set out:
     1. full details of the Event of Default; and
     2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.
  3. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority shall submit its comments on the draft Remedial Action Plan to the Grant Recipient.
  4. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and shall confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
  5. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority’s comments.
  6. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
  7. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under paragraph 20.3.5 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

**General Termination rights – Termination for Convenience**

* 1. The Grant Recipient may terminate the Grant Funding Agreement at any time by giving at least 3 months written notice to the Authority.
  2. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
  3. If the Grant Recipient terminates the Grant Funding Agreement in accordance with paragraph 20.11 the Authority may require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt.

Change of Control

* 1. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
  2. The Grant Recipient shall ensure that any notification made pursuant to paragraph 20.14 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
  3. Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 20.14 shall include any changes to the consortium members as well as the lead Grant Recipient.
  4. Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 20.3 of this Agreement providing the Grant Recipient with notification of its proposed action in writing within 2 months of:
     1. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
     2. where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred;
     3. The Authority shall not be entitled to terminate where approval was granted prior to the Change of Control.

1. DISPUTE RESOLUTION
   1. The Parties shall use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
   2. All disputes and complaints (except for those which relate to the Authority’s right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.
   3. If the dispute cannot be resolved between the Parties Representatives within a maximum of 10 Working Days, then the matter shall be escalated to formal meeting between the Grant Senior Responsible Officer and the Grant Recipient’s chief executive (or equivalent).
2. LIMITATION OF LIABILITY
   1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, and its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.
   2. Subject to this paragraph, the Authority’s liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.
3. VAT
   1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
   2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.
4. CODE OF CONDUCT FOR GRANT RECIPIENTS AND BRANDING MANUAL
   1. The Grant Recipient:
      1. acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
      2. shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
      3. acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and/or taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 26.1.18.
   2. The Grant Recipient shall at all times during and following the end of the Funding Period:
      1. comply with requirements of the [Branding Manual](https://gcs.civilservice.gov.uk/wp-content/uploads/2022/12/Branding_Funded_By_UKG-.pdf) in relation to the Funded Activities; and
      2. cease use of the Funded by UK Government logo on demand if directed to do so by the Authority.
5. NOTICES
   1. All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 6 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 6 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.
6. GOVERNING LAW
   1. This Agreement shall be governed by and construed in accordance with the law of England and Wales [or Northern Ireland or Scotland] and the Parties irrevocably submit to the exclusive jurisdiction of the English [Welsh/Scottish/Northern Irish] courts. [delete as applicable according to the location of the Grant Recipient]

|  |  |
| --- | --- |
| **SIGNED by:** | **………………………………………………….**  **Signature** |
| **[*insert authorised***  ***signatory’s***  ***name*]**  **for and on behalf of the Department for Transport** | **………………………………………………….**  **Title**  **………………………………………………….**  **Date** |
|  |  |
| **SIGNED by** | **…………………………………………………**  **Signature** |
| **[*insert authorised***  ***signatory’s***  ***name*]**  **for and on behalf of [*insert name of Recipient*]** | **………………………………………………**  **Title**  **………………………………………………**  **Date** |

ANNEX 1 – GRANT Funding LETTER and grant application

**PART A - GRANT FUNDING LETTER**

[Include a copy of your Grant Funding Letter]

**ANNEX 1**

**PART B – GRANT RECIPIENT’S [GRANT APPLICATION]**

[Include the Grant Recipient’s application here]

ANNEX 2 –THE FUNDED ACTIVITIES

1. **Background and purpose of the Grant**

In 2023, HGVs and vans were responsible for 32% of UK domestic transport emissions. The depot charging scheme is supporting the installation of charging infrastructure at depot sites for HGV van and coach fleet operators across the UK. This will support the uptake of zero emission vehicles and help the road freight and coach sectors transition. The scheme works hand in hand with the Plug in Van and Truck grant, which provides funding for the purchase of battery electric vans and HGVs.

1. **Funded Activities**

|  |  |
| --- | --- |
| 1. **Project Plan** | 1. *[description to be inserted]* |
| 1. **Funded Activities** | 1. *[Full description of the Infrastructure Works that are being funded to be set out here, including number of chargepoints and content of civil works. If applicable, this should also include BESS and solar energy equipment]* |
| 1. **Anticipated Project Cost** | *[sum to be set out here, cross referenced with the quotation(s) provided in Application]* |
| 1. **Milestones and Target Date(s)** | 1. Milestone 1: 2. Target Date: 3. Milestone 2: 4. Target Date:   Milestone 3:  Target Date: |
| 1. **Technical Specifications** | *[any specific technical requirements to be set out and or cross referenced here from Application, including, where applicable, conditions as to capacity of any BESS and/or Solar Energy Equipment]* |
| 1. **Existing Finance Arrangements** | *[as mentioned in Application]* |
| 1. **Special project conditions** | 1. *[if applicable]* |

ANNEX 3 – PAYMENT SCHEDULE

|  |  |
| --- | --- |
| **INSTALMENT/ MILESTONES** | **GRANT SUM anticipated** |
| **Milestone 1: Charge Points, together with BESS and Solar Energy Equipment, if any, have been ordered** |  |
| **Milestone 2: Ground works and other civil engineering are substantially complete** |  |
| **Milestone 3: Charge Points, together with BESS and Solar Energy Equipment, if any, have been installed and energised** |  |
| **Maximum sum payable** |  |

ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS

**Guidance: The Grant Recipient must complete parts 1 to 5. Part 5 must only be completed by the person who signed the Grant Letter/ Agreement with the Authority, or their replacement.**

**The Grant Recipient should take a photocopy of the form for their records and return the original along with the signed Grant Funding Agreement to the address indicated in the Grant Letter.**

**Part 1: Grant recipient details**

Name of Main Grant Holder

**Part 2: Bank details**

Bank / Building Society name

Branch name

Address of Grant Holder

Grant Determination number

Postcode:

Grant name

Contact telephone number

Account name

Account number

Account type

Bank sort code

\_

\_

Branch address

Building Society roll number

Postcode:

**Part 3: Address for remittance advice**

Postal address **(if different from Part 1)**

**Choose one method only**

Send our remittance advice by post

Postcode

Send our remittance advice via email

Send our remittance advice via email

**Part 4: Authorised signatories**

**The names and specimen signatures of people authorised to sign claim forms on behalf of the person who signed the Grant Funding Agreement are shown below. These signatures are binding on this organisation in respect of the Agreement.**

Signature

Name

Date

Name

Position in the organisation

Date

Position in the organisation

Signature

**Part 5: Grant recipient declaration**

* I certify that the information given on this form is correct.
* I agree that following discussions, any overpayments can be automatically recovered from future payments.

Signature *(the person who signed the agreement)*

Name

Date

**General Data Protection Regulation (2018): The information on this form will be recorded on the Authority’s computer system. The information provided will be used for paying your fees and will not be passed to anyone outside of the Authority without the permission of the Grant Recipient.**

**Return this form to the address indicated in the Grant Letter, alongside a signed Grant Funding Agreement.**

To be completed by the person who signed the Grant Letter/ Grant Funding Agreement

ANNEX 5 – ELIGIBLE EXPENDITURE SCHEDULE

(breakdown of forecast grant expenditure)

|  |  |
| --- | --- |
| **Item of Expenditure** | **Forecast expenditure / budget (in GBP)** |
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ANNEX 6 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

|  |  |
| --- | --- |
| Name of contact | [ ] |
| Position in organisation | [ ] |
| Email address | [ ] |
| Telephone number | [ ] |
| Fax number | [ ] |
| Postal address | [ ] |

This information is correct at the date of the Grant Funding Agreement. The Authority shall send you a revised contact sheet if any of the details changes.

The Grant Recipient’s main contact in connection with the Grant Funding Agreement is:

|  |  |
| --- | --- |
| Reference |  |
| Organisation | [ ] |
| Name of contact | [ ] |
| Position in organisation | [ ] |
| Email address | [ ] |
| Telephone number | [ ] |
| Fax number | [ ] |
| Postal address | [ ] |

Please inform the Authority if the Grant Recipient’s main contact changes.