

Clean Air
Greater
Manchester

Financial Support Scheme

Dealership Terms and Conditions

Key Facts



Key Facts

This is a summary only and readers will want to refer to the Terms & Conditions here <https://cleanairgm.com/dealership-documents/> (the "T&Cs") for the detail.

Where we refer to:

- 'You' or 'Your', we mean the Dealership that is applying to join the TfGM Accredited Dealership programme, and which if successful will become an 'Accredited Dealership'
- 'Applicant', we mean a business in GM which applies for a Replacement Grant
- 'TfGM', means Transport for Greater Manchester.

Financial support available to help GM prepare for cleaner air

GM has secured government funding to help local businesses, people and organisations to upgrade or retrofit to cleaner compliant vehicles through grants and finance options. Then their vehicles will be clean enough to comply with the Clean Air Plan.

Over £120m financial support is available to help the smallest businesses and organisations, as well as individuals, with the oldest and most polluting vehicles to upgrade to cleaner vehicles. This will include small and micro businesses, sole traders, those who are self-employed, charities and social enterprises and private owners.

In order to receive a grant and/or finance options to upgrade non-compliant vehicles, businesses, people and organisations will have to meet eligibility criteria. The criteria depends on the type of non-compliant vehicle being replaced or retrofitted.

The amount available as a grant or finance to replace or retrofit a non-compliant vehicle depends on the vehicle type and in some cases the weight of that vehicle.

Issue / Question	Commentary	Reference
Who is TfGM?	TfGM is the public body responsible for coordinating transport services throughout Greater Manchester.	
What is the Financial Support Scheme?	The Financial Support Scheme (FSS) has been created to support an upgrade to a compliant vehicle and to mitigate the negative socio-economic effects of the GM CAZ	
How much is the Replacement Grant?	TfGM has put together various options to support Applicants move to a compliant vehicle. The amount of support available varies by vehicle type. More detail is available on the GM Clean Air website.	
What is the role for Accredited Dealerships?	As an Accredited Dealership you agree to participate in the scheme and will offer compliant vehicles with grant payments being made from TfGM on behalf of the approved Applicant. Grant payments will only be made to an accredited Dealership.	

Issue / Question	Commentary	Reference
Dealership Application Process	You will be required to complete a short application form in the FSS Dealership Accreditation Portal where you will provide information about your business and accept the terms and conditions of the scheme. Following the short application process, TfGM will then perform relevant checks before approving or declining your application. These checks will include checks on the identity and authority of the person proposed to accept the terms and conditions on behalf of the Dealership.	
When do the T&Cs take effect?	The T&Cs have been written so that they will come into force, and form a contract between You and TfGM, on the day on which You receive a notification from TfGM that Your application to become an Accredited Dealership has been accepted.	Clauses 1.1, 1.3 and 2
How will we know what the T&Cs say?	<p>As part of the application process on the https://cleanairm.com/dealerships/ You will be able to read, download and print the T&Cs and this Key Facts summary.</p> <p>You will be asked to confirm by an online click that You have read and understood the T&Cs and that You accept the terms as part of Your application. The T&Cs will form a contract between TfGM and Your Dealership.</p>	Clause 1.3
Headline Features	<p>The T&Cs set out the terms which govern your position as an Accredited Dealership. They also set out the arrangements by which TfGM will make grant payments (referred as 'Replacement Grants') to applicant businesses within GM to assist them in purchasing replacement 'compliant' vehicles.</p> <p>Although applicant businesses will apply to TfGM for a Replacement Grant, if successful, the Replacement Grant will be paid by TfGM directly to You, the Dealership.</p>	Clause 3

Issue / Question	Commentary	Reference
<p>What is a Compliant Vehicle? And a Non-Compliant Vehicle?</p>	<p>These terms are defined in schedule 1 to the T&Cs. Generally, to be compliant, a vehicle has to be Euro 6 diesel or Euro 4 petrol. Vehicles with a Euro 5 or earlier diesel engine (typically registered before 2016) or vehicles with a Euro 3 or earlier petrol engine (typically registered before 2005) will be considered non-compliant. More detail is available on the GM Clean Air website.</p> <p>You can also use the Vehicle checker at https://cleanairgm.com/clean-air-plans/</p>	<p>Schedule 1</p>
<p>What conditions does an Applicant have to satisfy to be an 'Eligible Applicant'?</p>	<p>Once a business or individual applicant has been initially accepted on to the Financial Support Scheme, they are referred to as an 'Eligible Applicant.' They must have a business or residential address in the GM area and have a Non-Compliant vehicle registered to them at a GM address.</p>	
<p>What is a Fund Award Notification?</p>	<p>A Fund Award Notification is a confirmation from TfGM that the Applicant will receive a Replacement Grant from TfGM. It will include (i) confirmation of any Non-Compliant Vehicle to be traded-in, and (ii) details of its validity (typically 3 months, but it can be longer). From the date of being issued with the Fund Award Notification the Eligible Applicant will be referred to as an 'Approved Applicant'. The Fund Award Notification will enable an Applicant to discuss with You the purchase of a Compliant Vehicle.</p>	<p>Schedule 1</p>
<p>Is TfGM recommending an Applicant business or underwriting / guaranteeing them?</p>	<p>No. It is TfGM's decision as to whether to award a Replacement Grant to an Applicant. It is a decision solely for You whether to sell or lease a Compliant Vehicle to an Applicant, using Your usual processes and checks. TfGM give no assurances or guarantees as to:</p> <ul style="list-style-type: none"> • the number of Applicants who may approach You or purchase vehicles from You; • the value of Replacement Grants which may be issued by TfGM; • the financial standing or creditworthiness of an Applicant, and nor does it underwrite Applicants. 	<p>Clause 3.12, 3.13</p>

Issue / Question	Commentary	Reference
Appointment and Accreditation	<p>You will become an Accredited Dealership on the day that You receive a notification from TfGM that Your application has been successful. It is on this day that the T&Cs take effect as a contract. This is referred to as the 'Commencement Date'.</p> <p>You will have answered a number of questions during the application process and those answers are referred to as the 'Dealership Information'. This information goes to satisfy the 'Dealership Accreditation Criteria'. You are required to tell TfGM about any updates or changes to the Dealership Information.</p>	<p>Clause 2</p> <p>Clause 13.1</p>
Dealership Sites	<p>TfGM requires You to apply for and enter separate contracts / T&Cs on a by-site basis. Thus if You are a smaller Dealership with only 1 site, You will apply once and there will be one contract with TfGM and one set of FSS Portal logins issued. If you are a larger Dealership, perhaps operating a number of sites, You will still be required to apply for accreditation for each site and there will be a contract and set of FSS Portal logins for each site.</p>	<p>Clause 2.4</p>
Term of the T&Cs	<p>The T&Cs shall come into force on the Commencement Date and shall apply until the earlier of the following to occur: (i) the closure of the Financial Supports Scheme, (ii) the exhaustion of funds available in the Financial Support Scheme and (iii) the early termination of the T&Cs by either You or TfGM.</p>	<p>Clause 1.2</p>
Key Dealership Obligations	<p>These are set out in clause 3. Also, more detailed obligations, referred to as 'the Dealership Obligations' are set out in schedule 2.</p> <p>High level obligations applicable to You include:</p> <ul style="list-style-type: none"> • Acting in accordance with Good Industry Practice, all law and all FCA and other regulatory requirements • Acting in good faith and with integrity, due skill, care and diligence • Taking due regards of the interests of Applicant businesses and treating them fairly. 	<p>Clause 3</p> <p>Schedule 2</p>

Issue / Question	Commentary	Reference
<p>Payment of the Replacement Grant</p>	<p>TfGM will pay the Replacement Grant for a given Compliant Vehicle to You on the day planned for the Approved Applicant to purchase / take possession of it. If the Approved Applicant is also to part exchange its Non-Compliant Vehicle, this should also occur on the same day.</p> <p>During the time between (i) You receiving from TfGM the Replacement Grant and (ii) the completion of the sale / lease of the Compliant Vehicle, You are regarded as holding the Replacement Grant 'on trust' for TfGM. If the transaction for the Compliant Vehicle does not complete, You are required to return the Replacement Grant to TfGM.</p> <p>Although the Replacement Grant will have been awarded by TfGM to the Approved Applicant, it will be paid to You and You will be permitted to retain these sums and deduct them from the invoice price for the Compliant Vehicle. The Approved Applicant will need to pay the balance, which will be due to You. How to fund the balance will be a matter for the Approved Applicant.</p> <p>Where the combined option is selected, the dealership will need to have a relationship with a FSS panel finance company.</p>	<p>Clause 3.2, 3.4 Clause 4</p>
<p>Other payments by TfGM?</p>	<p>TfGM will only pay the Replacement Grant to You. You are not permitted to claim or seek any service fee, commission or similar, and TfGM will not pay any such fee.</p> <p>Generally, You are required to bear all of Your costs in relation to the T&Cs and the Financial Support Scheme.</p>	<p>Clause 5.1, 3.11</p>
<p>Fees that the Dealership is permitted to charge</p>	<p>You are permitted to charge additional options and services to the Approved Applicant in connection with the Compliant Vehicle, but they must be agreed separately with the Approved Applicant and be documented and invoiced separately.</p> <p>For leasing transactions for Compliant Vehicles, TfGM also recognises that You should have the right to charge late payment, default and administration fees in connection with any lease or hire purchase agreement You might enter with the Approved Applicant.</p>	<p>Clauses 4.3, 5</p>

Issue / Question	Commentary	Reference
Standard of the Compliant Vehicle	TfGM requires that the Compliant Vehicle that You are to sell or lease to the Approved Applicant be roadworthy, sold with the benefit of applicable manufacturer / dealership warranties and conform to the specification ordered by the Applicant.	Clause 3.8
Part exchange arrangements	<p>It is a mandatory requirement that each purchase of a Compliant Vehicle will also be accompanied by the trade in or part-exchange of a Non-Compliant Vehicle demonstrably owned by the Approved Applicant. TfGM requires that this part-exchange be taken into account and be documented in the invoice arrangements for the Compliant Vehicle.</p> <p>You are entitled to deal with any Non-Compliant Vehicle as you would usually in your market. Were You to sell it to a third party for use in the GM area, it would be subject to daily charges in the CAZ as a Non-Compliant Vehicle and the Non-Compliant Vehicle will not be eligible for further FSS funding. TfGM requires, however, that you do not sell, transfer or hire such vehicle back to the Approved Applicant.</p>	Clause 3.9, 5.2
Relationship between You and the Applicant, and TfGM and the Applicant	<p>TfGM anticipates that the relationship between You and the Approved Applicant will be documented in a contract that could be Your standard terms for sale and purchase, or a lease or hire purchase contract. TfGM expects that the relevant figures will be documented in a 'Dealership – Applicant Invoice'.</p> <p>TfGM's relationship with the Applicant is dealt with in a set of standard terms of conditions referred as the 'Applicant T&Cs', a copy of which is available on request.</p>	Clause 4.3(f)
Vehicle Returns	<p>You are required to repay to TfGM a Replacement Grant in the following circumstances:</p> <ul style="list-style-type: none"> • Where the Approved Applicant has returned the Compliant Vehicle to You during any 'cooling off' period • Where the Approved Applicant has returned the Compliant Vehicle to You at any time during the first 12 months because it is faulty or defective. 	Clause 6

Issue / Question	Commentary	Reference
Accuracy of information You provide to TfGM	TfGM places great importance of the information which You provide during Your application and thereafter during Your time as an Accredited Dealership. You are required to ensure that all information You pass to TfGM is true, accurate and complete and is not misleading.	Clause 2.2, 8
Dealership Representative and Personnel	<p>You are required to specify details of Your nominated representative.</p> <p>Each of these persons will be issued with login details for the FSS Portal and they will be required to attend training in relation the Financial Support Scheme and how to navigate the FSS Portal. This training will be arranged by TfGM.</p> <p>You are responsible for ensuring that only authorised, nominated team members use the login details.</p>	Clause 7
Your use of TfGM branding and IPR	<p>TfGM anticipates that both You and TfGM will use each other's branding and logos to promote the Financial Support Scheme and for other promotional materials.</p> <p>You and TfGM will grant each other a licence of intellectual property rights for this purpose.</p>	Clause 9
Publicity, Marketing & Media	In addition to using each other's brand and logos (see previous row), TfGM will distribute to You its 'FSS Marketing Guidelines' which will set out guidance and instructions for You to market and promote the FSS. TfGM may update these guidelines from time to time. You must not engage with any other media or promotional activity otherwise than in accordance with these guidelines.	Clause 10
Direct approaches to You	If You are approached directly by a potential Applicant, You will advise them that they can find details of the scheme and eligibility requirements on the GM Clean Air website.	Clause 3.10

Issue / Question	Commentary	Reference
FCA matters and Regulatory Compliance	<p>You are required to either be (i) FCA Authorised or alternatively (ii) an authorised representative of an FCA Authorised principal firm.</p> <p>You are also required to have in place all required regulatory consents and approvals (including for example in relation to money laundering).</p> <p>You must comply with all regulatory requirements on an ongoing basis.</p>	Clause 11
Dealership Engagement	TfGM may ask You to attend engagement meetings with it. This clause sets out arrangements for such meetings.	Clause 12
Information and Record Keeping	You are required to retain information and records relating to these T&Cs and the various Replacement Grants that are made in relation to individual vehicle transactions. You must retain these records for 7 years after the expiry or early termination of the T&Cs.	Clause 13
Dealership Monitoring and Audit	As part of its monitoring of the Financial Support Scheme, TfGM expects to ask You and other Dealerships to provide to it a range of information. This is expected to focus on transactions featuring Compliant Vehicles and Non-Compliant Vehicles but may also relate to the status and financial health of Your Dealership and also fraud, bribery and tax evasion. As a public body, TfGM may also opt or be required to undertake various audits in relation to the Financial Support Scheme and Your cooperation may be required.	Clause 14
Safeguards against Fraud, Corruption and Bribery	As you would expect, TfGM has a concern that the Financial Supports Scheme is not subject to abuse, manipulation, fraud or similar. You are required not to engage in such activity, either Yourself, or in concert with Your personnel, Applicants, other Dealerships, any of the finance providers that are part of TfGM's panel, or any other persons. You must have systems in place to detect and prevent such behaviours and You must cooperate with any relevant requests or investigations undertaken by TfGM or other bodies.	Clause 15

Issue / Question	Commentary	Reference
Liability	<p>TfGM’s liability under these T&Cs is limited to an amount equivalent to £50,000 for each year of the arrangement with You. Your liability is unlimited.</p> <p>This clause includes an indemnity whereby TfGM may claim from You losses it incurs arising out of Your breach of the T&Cs or negligence.</p>	Clause 16
Confidentiality and Freedom of Information	<p>Each of TfGM and You are required to keep as confidential each other’s confidential information. TfGM, however, is a public body and it is subject to the Freedom of Information Act 2000. This may require it to publish or make available information in relation to You, the T&Cs and the Financial Support Scheme, where requested by members of the public.</p> <p>You can read more about Freedom of Information here: Freedom of information Transport for Greater Manchester (tfgm.com) .</p>	Clause 17, 18
Data Protection	<p>The Data Protection Act 2018 and related laws and regulations will apply to the data held by both TfGM and You in connection with the T&Cs. TfGM’s assessment is that both will be ‘independent data controllers’.</p> <p>You can read more about TfGM’s approach to data sharing at TfGM Privacy notice Transport for Greater Manchester. Specific information relating to the TfGM Accredited Dealership programme can be found in the section entitled “Service specific privacy notices”.</p>	Clause 19

Issue / Question	Commentary	Reference
Suspension and Termination	<p>TfGM has a range of ‘suspension rights’, which are a list of circumstances that allow TfGM to suspend Your accreditation and ability to receive Replacement Grants for a period of up to 3 months whilst it investigates. This period may be extended at TfGM’s discretion. The list of suspension rights includes:</p> <p>Material breach of the T&Cs, a breach of law or regulatory requirements</p> <p>A change in the finance or business condition of Your Dealership which TfGM considers could have an adverse impact on Your ability to perform Your obligations</p> <p>The occurrence of an insolvency event.</p> <p>TfGM also has the right to terminate the T&Cs immediately on written notice.</p> <p>You have the right to terminate the T&Cs on 6 weeks’ notice.</p> <p>The T&Cs set out a range of actions for both You and TfGM to attend to following early termination.</p>	Clauses 20 and 21
Clawback Rights	<p>TfGM has rights to ‘clawback’ Replacement Grant payments from You. This applies following a material breach by You or the occurrence of fraud or corruption. These rights are in addition to the obligations on You to repay a Replacement Grant to TfGM following the return of a Compliant Vehicle (see above).</p>	Clause 22
Complaints	<p>You will be expected to deal with any complaints You receive in connection with the Financial Support Scheme in accordance with a Complaints Procedure which TfGM will publish and update from time to time.</p>	Clause 23
Subcontracting	<p>You are not permitted to subcontract or otherwise appoint a third party to perform Your obligations under the T&Cs without the prior written consent of TfGM.</p>	Clause 24

Issue / Question	Commentary	Reference
Change in Control	<p>Where there is a 'change in control' of Your Dealership, You are required to notify TfGM within 2 weeks or as soon as reasonably practicable. You will then be required to re-apply for accreditation to be a TfGM Accredited Dealership.</p> <p>A 'change in control' is where there is a change in the ownership of, or the power to direct or control, Your Dealership.</p>	Clause 25
Signature/ Execution of T&Cs	<p>The terms and conditions will not be signed by traditional wet signature. A box ticking exercise will confirm the Dealership accepts the terms and conditions and the person who has ticked the box is authorised to do so. TfGM will require information to confirm that the person who has ticked the box and entered into the terms and conditions has the authority to do so on behalf of the Dealership.</p>	