

Greater Manchester Clean Air Plan

**Financial Support Scheme
Applicant Terms and Conditions –
Key Facts Summary**



Clean Air
Greater
Manchester



Greater Manchester Clean Air Financial Support Scheme

Applicant Terms & Conditions – Key Facts

This is a summary only and readers will want to refer to the **Terms & Conditions** (the “T&Cs”) for further details.

Where we refer to ‘You’ or ‘Your’, we mean the person or business who is applying for Financial Support and who is also referred to as “Applicant”.

‘TfGM’ means Transport for Greater Manchester.

Issue / Question	Commentary	T&Cs Reference
Who is TfGM?	TfGM is the public body responsible for delivering Greater Manchester’s transport strategy and commitments. It is responsible for managing the Greater Manchester Clean Air Zone (GM CAZ) and the Greater Manchester Clean Air Financial Support Scheme (FSS) on behalf of Greater Manchester’s 10 local authorities.	
What is the Financial Support Scheme?	The FSS uses government funding to support eligible owners of a vehicle that does not meet GM CAZ emission standards (a non-compliant vehicle) to upgrade to a compliant vehicle, which would not be liable for a daily charge to travel in the CAZ.	
What Financial Support is available?	<p>The following packages of Financial Support may be available to eligible vehicle owners:</p> <ul style="list-style-type: none"> (a) Replacement Grant – a lump sum which You can use to help purchase a Compliant Vehicle from an Accredited Dealership; (b) Vehicle Finance – finance contribution which You can use towards the interest costs of finance on a Compliant Vehicle from an Approved Finance Provider; (c) Combined Replacement Grant and Vehicle Finance – a combination of both a Replacement Grant and Vehicle Finance; (d) Retrofit Grant (not available for replacement vehicles) – a contribution towards the cost of retrofit works to Your Non-Compliant Vehicle via a Clean Vehicle Retrofit Accreditation Scheme (CVRAS) – approved supplier; (e) Running Cost Grant (available only to hackney carriage and private hire vehicle drivers who upgrade to a zero-emissions-capable (ZEC) vehicle). <p>Further information on each of these Financial Support Scheme options is set out at <u>cleanairgm.com/clean-air-zone</u>.</p>	Paragraph 4.2

Issue / Question	Commentary	T&Cs Reference
What is a Compliant and Non-Compliant Vehicle?	<p>Private cars, motorbikes and mopeds are not affected by the GM CAZ.</p> <p>Vehicles which could be affected by the CAZ are heavy goods vehicles (HGVs), buses, coaches, vans (light goods vehicles or LGVs), minibuses, hackney carriages, private hire vehicles, and motorcaravans.</p> <p>Vehicles with a Euro 6 diesel or Euro 4 petrol engine or newer are compliant. Vehicles with a Euro 5 or earlier diesel engine or vehicles with a Euro 3 or earlier petrol engine are non-compliant. You can check whether your vehicle is compliant using the government's Clean Air Zone vehicle checking service at gov.uk/clean-air-zones.</p>	Schedule 1
What are the Non-Compliant Vehicle Eligibility Conditions?	<p>Your current vehicle must not already comply with GM CAZ emission standards and must be one of the permitted vehicle types. You can check if your Vehicle complies on the government's Clean Air Zone vehicle checking service at gov.uk/clean-air-zones.</p>	Clause 3
Can I still apply if my Non-Compliant Vehicle has an exemption?	<p>Financial support is offered to owners of vehicles that are not eligible for a permanent national or local exemption. If Your vehicle qualifies for a permanent exemption, You will not be eligible for funding.</p> <p>If your vehicle qualifies for a temporary exemption, you would be eligible to apply to the Financial Support Scheme.</p> <p>To check if Your non-compliant vehicle qualifies for a permanent or temporary exemption from paying the Clean Air Zone charge, and whether you need to apply for an exemption, use the Clean Air Greater Manchester vehicle and Financial Support Scheme checker at cleanairgm.com/prepare.</p>	
What are the Applicant Eligibility Conditions	<p>Funding is available to both commercial and private owners and registered keepers of non-compliant vehicles, where eligible. You must be one of the business types listed in clause 2.1 and You must have a business or residential address in GM and have a Non-Compliant vehicle registered to You at a GM address for no less than 12 consecutive months prior to the date of Your Application.</p> <p>Alternatively, You may also be a private individual who has a residential address in GM and have a Non-Compliant vehicle registered to You at a GM address for no less than 12 consecutive months prior to the date of Your Application.</p>	Clause 2
How do I apply?	<p>To check your eligibility and apply for funding visit cleanairgm.com/clean-air-zone.</p>	Clause 5.2

Issue / Question	Commentary	T&Cs Reference
Application Process	Once you have submitted an application You will be able to keep track and find out further information of the Financial Support available to you via Your online account.	Clause 5
When do the Terms & Conditions take effect?	The Terms & Conditions will come into force once you click accept.	Clause 1.2
Where can I Find the Financial Support Scheme Terms & Conditions?	You can read the <u>Terms & Conditions</u> on the Clean Air GM website.	
What is a Fund Award Notification?	A Fund Award Notification is a confirmation from TfGM that You as the Applicant will receive funding from the Financial Support Scheme. It will include (i) the details of the Non-Compliant Vehicle to be retrofitted or traded in; and (ii) details of the Fund Award Notification validity (typically 3 months, but it can be longer). The Fund Award Notification will enable You to discuss the purchase of a Compliant Vehicle with a TfGM Accredited Dealership or Finance Provider or discuss retrofit options with Clean Vehicle Retrofit Accredited Scheme (CVRAS) suppliers.	Clause 14
How will the Financial Support Scheme payment be made?	TfGM will not make a payment of Financial Support to You directly but will, instead, pay the Financial Support to the Dealership and/or the Finance Provider or the Accredited Retrofit Supplier, depending on which option of Financial Support You choose. The exception to this is for the payment of the Running Cost grant (available for hackney carriages and private hire vehicles only) which is paid to the Applicant.	Clause 7.2
What happens If I am not accepted for Vehicle Finance?	TfGM has selected a panel of lenders to give support to a wide variety of Applicants. However, should You be unsuccessful in securing Vehicle Finance, the option of a Replacement Grant will remain available to You.	
How many Vehicles are Eligible for Financial Support per Applicant?	You will be able to apply for Financial Support for up to 5 vehicles. These may be across all vehicle types. You can view and manage the applications for all of your vehicles through Your Financial Support Scheme online account.	
Do I need to be compliant with the Subsidy Control Regime?	You will be asked to confirm that the provision of the Financial Support does not amount to an unlawful Subsidy or is otherwise compliant with the Subsidy Control Regime. Information on the Subsidy and Subsidy Control Regime can be found in clause 14.	Clause 13.7 Clause 14

Issue / Question	Commentary	T&Cs Reference
What are the conditions I must meet after receiving the Compliant Vehicle?	<p>Once you have taken possession of your compliant vehicle you must:</p> <ul style="list-style-type: none"> • continue to have a GM address for at least 12 months; • remain the owner or registered keeper of the compliant vehicle for at least 12 months; and • notify TfGM if you change your name or address. 	
Part-exchange arrangements	Each purchase of a Compliant Vehicle must also be accompanied by the trade in or part-exchange of a Non-Compliant vehicle that You own. This part-exchange must be taken into account and be documented in the Fund Award Notification and invoice arrangements for the Compliant Vehicle.	Clause 6
Relationship between You and the Dealership and TfGM	<p>TfGM anticipates that the relationship between You and the Dealership will be documented in a contract. This is likely to be the Dealership's standard terms for sale and purchase, or a lease or hire purchase contract.</p> <p>TfGM's relationship with You is documented in the 'Applicant T&Cs'.</p>	
Relationship between You and the Vehicle Finance Provider and TfGM	<p>TfGM anticipates that the relationship between You and the Vehicle Finance Provider will be documented in a contract. This is likely to be the Vehicle Finance Provider's standard terms for sale and purchase, or a lease or hire purchase contract.</p> <p>VAT on a purchase of a replacement Compliant Vehicle cannot be funded under the Financial Support Scheme.</p> <p>TfGM's relationship with You is documented in the 'Applicant T&Cs'.</p>	
Vehicle returns (Not applicable for Retrofit Grant option)	<p>Any return of a vehicle must be made to the Dealership which the Compliant Vehicle was purchased from and any returns will be subject to the Dealership's own T&Cs.</p> <p>You must notify TfGM immediately of any vehicle returns. You must also request a new Fund Award Notification which can be used to order an alternative Compliant Vehicle if your part exchange vehicle is no longer available or you are unable to secure an alternative vehicle from the same Dealership.</p>	<p>Clause 10.3</p> <p>Clause 10.5</p>

Issue / Question	Commentary	T&Cs Reference
If I choose a retrofit option, what costs am I responsible for?	<p>You are responsible for any costs over and above the Grant amount and/or any costs not deemed Eligible Expenditure. They must be paid by You direct to the retrofit supplier (when they request them).</p> <p>You will be required to pay any VAT costs.</p> <p>You will be liable for any costs incurred if you cancel a retrofit option after a deposit payment has been made .</p>	Appendix 1, Paragraphs 12, 16 and 18
Accuracy and truthfulness of information	TfGM places great importance on the information which You provide during Your application and afterwards. You must ensure that all information You pass to TfGM is true, accurate and complete and is not misleading. TfGM may report instances of fraud or other illegal activities to the relevant law enforcement authorities.	Clause 1.3
Can TfGM request that the Financial Support is returned?	<p>TfGM has the right to withdraw a Fund Award Notification and seek repayment of any Financial Support if it reasonably suspects or finds that You are not compliant with any of the Terms & Conditions, or any information You have provided is incorrect or misleading.</p> <p>If You return the Compliant Vehicle within 12 calendar months of taking possession of the Compliant Vehicle because it is faulty or defective and the Dealership accepts the return, TfGM has the right to reclaim the Financial Support it has paid to the Dealership and/or Finance Provider.</p>	Clause 9 Clause 10.6
How do I make a complaint?	<p>If You have a complaint which relates to a Dealership, the Finance Provider or Accredited Retrofit Supplier, You should contact the relevant party in the first instance. Thereafter any complaint should be processed in accordance with any separate terms and conditions which You may have signed with the relevant party.</p> <p>If You have a complaint which relates to TfGM, You should contact TfGM in the first instance via either the Application messaging service, email or phone. TfGM will aim to respond to Your complaint within 15 working days of the complaint being made.</p>	Clause 11

Issue / Question	Commentary	T&Cs Reference
Data sharing	<p>TfGM will need to collect personal data by applicants who register online. TfGM will only keep Your information for as long as required for legal reasons, or for such time as is necessary to process Your application. Once Your information is no longer required, TfGM will securely delete it.</p> <p>As part of the Application process, TfGM will disclose Your personal data to third parties who are likely to include, but are not limited to, Financial Providers and Dealerships. TfGM is not responsible and will not be liable for any actions of any third parties once the personal data has been shared with or transferred to them.</p>	Clause 12