

Clean Air
Greater
Manchester

Greater Manchester Clean Air Plan

**Financial Support Scheme
Applicant Terms and Conditions**



1. Introduction

- 1.1 These are the Terms and Conditions applicable to Your application for Financial Support under the Financial Support Scheme.
- 1.2 By clicking accept, You are accepting these Terms and Conditions and that they will apply to Your Application and later any Financial Support provided by Transport for Greater Manchester ('TfGM').
- 1.3 All references to "You" and "Your" are to the person or business who is applying for Financial Support and who is also referred to as "Applicant".
- 1.4 A number of words in these Terms and Conditions start with a capital letter. These are "defined terms" and are defined in Clause 14.
- 1.5 It is important that You answer all questions correctly and truthfully and ensure that any information provided is factually correct and not misleading. Failure to do so may result in TfGM exercising its right to withdraw any Fund Award Notification. TfGM may report instances of fraud or other illegal activities to the relevant law enforcement authorities.
- 1.6 The questions in the online Application will ask You about the eligibility conditions set out in these Terms and Conditions. You must be prepared to demonstrate that You meet the eligibility conditions by providing TfGM with any information which it may require from You at any time. This may be in the future after You have been awarded Your Financial Support.
- 1.7 The Financial Support Scheme allows You to apply for Financial Support to replace or upgrade Your Non- Compliant Vehicle. This is not a vehicle scrappage scheme.
- 1.8 You may apply for Financial Support for up to five vehicles and for different categories of vehicle (subject to the relevant vehicle caps). Details can be found at <https://cleanairgm.com/clean-air-plan>.
- 1.9 TfGM can make changes to these Terms and Conditions at any time to comply with changes in law or regulatory requirements, reflect changes in the Financial Support Scheme and/or make these Terms and Conditions clearer or easier to use. Unless You notify TfGM otherwise, You will automatically be deemed to accept any changes made by TfGM.

2. Applicant Eligibility Conditions

- 2.1 In order to apply for Financial Support, you must meet all of the following conditions:
 - (a) You must be the owner or registered keeper of a Non-Compliant Vehicle (further conditions in respect of Non-Compliant Vehicles are set out in paragraph 3 below).
 - (b) You must hold a UK bank account in Your name or in the name of Your business.
 - (c) You must not already be in receipt of any form of Government Clean Air funding, such as from the OZEV grant, in respect of upgrading Your Non-Compliant Vehicle.
 - (d) You must be:
 - (i) a small business;
 - (ii) a micro-business/ entity;

- (iii) self-employed/ a sole trader;
- (iv) an entity regulated by the Charity Commission;
- (v) a social enterprise; or
- (vi) a private owner or registered keeper of a;
 - (A) Non-Compliant Vehicle; and
 - (B) vehicle you do not use for commercial purposes

You can check whether you will need to pay to drive your vehicle in Greater Manchester's Clean Air Plan ('CAZ') based on its emission standards and by entering your vehicle registration number on the Government Clean Air Plan vehicle checker service at <https://www.gov.uk/clean-air-zones>.

- (e) If You fall into category (i) – (v) above, You must have had a business address within Greater Manchester ('GM') for no less than 12 consecutive months immediately before You make this Application.
- (f) If You fall into category (vi) above, Your main residential address must have been within GM for no less than 12 consecutive months immediately before You make this Application.

3. Non-Compliant Vehicle Eligibility Conditions

3.1 The following conditions must all be met for Your Non-Compliant Vehicle to be eligible:

- (a) Your current vehicle must not already comply with the relevant GM CAZ emission standards and must be one of the permitted vehicle types, as set out at <https://www.gov.uk/clean-air-zones>.
- (b) Your Non-Compliant Vehicle must have a valid MOT, road tax and insurance, as appropriate for the vehicle use/organisation, at the date of Your Application.
- (c) You must have owned or be the registered keeper of the Non-Compliant Vehicle, or You must have been an authorised employee, director or trustee of the Applicant Organisation for no less than 12 consecutive months prior to the date of Your Application.
- (d) Your Non-Compliant Vehicle must have been registered at an address within GM for no less than 12 consecutive months prior to the date of Your Application. (Please note this condition does not apply if Your Non-Compliant Vehicle is a GM-licensed hackney carriage or private hire vehicle. Please see clause 3.2 below for further information).

3.2 If Your Non-Compliant Vehicle is a private hire vehicle or hackney carriage:

- (a) Your current vehicle must not already comply with the relevant GM CAZ emission standards and must be one of the permitted vehicle types, as set out here: <https://www.gov.uk/clean-air-zones>.
- (b) Your Non-Compliant Vehicle must have a valid MOT, road tax and insurance, as appropriate for the vehicle use/ organisation, at the date of Your Application.

- (c) You must be the owner or the registered keeper of the Non-Compliant Vehicle which is/ has been licensed for the purposes of hackney carriage/ private hire services with one of the 10 Greater Manchester Local Authorities (Bolton, Bury, Oldham, Rochdale, Stockport, Tameside, Trafford, Wigan, the cities of Manchester and Salford) for no less than 12 consecutive months prior to date of Your Application.

4. Financial Support on Offer

- 4.1 This section sets out details of the different packages of Financial Support to assist with the purchase of a Compliant Vehicle which are available for You to apply for.
- 4.2 VAT on the purchase of a Compliant Vehicle cannot be funded by any of the packages of Financial Support available under this Financial Support Scheme.
- 4.3 The following packages of Financial Support may be available to You:
 - (a) Replacement Grant;
 - (b) Vehicle Finance;
 - (c) Combined Replacement Grant & Vehicle Finance;
 - (d) Retrofit Grant (not available for replacement vehicles);
 - (e) Running Cost Grant (available only to GM-licensed hackney and private hire vehicle drivers who upgrade to a zero-emissions-capable vehicle).

Further information on each of these Financial Support options is set out at <https://cleanairgm.com/clean-air-plan>.

- 4.4 Where You choose the Replacement Grant option:
 - (a) You can only redeem the Replacement Grant payment from a Dealership accredited by TfGM;
 - (b) all decisions rest with the Dealership and not with TfGM and are subject to the Dealership's criteria and, as such, You may not be sold a vehicle from a Dealership due to individual circumstances;
 - (c) You may still take out a finance product at a Dealership recognised by TfGM. If this finance product is not with a Finance Provider recognised by TfGM then this will not be subject to any financial support from TfGM and You will be subject to that finance provider's lending criteria.
- 4.5 Where You choose the Vehicle Finance option:
 - (a) all lending decisions rest with the Finance Provider and not with TfGM and are subject to the Finance Provider's lending criteria and, as such, You may not be able to secure a vehicle finance agreement due to individual circumstances.
- 4.6 Where You choose the Combined Replacement Grant and Vehicle Finance option:
 - (a) You are subject to both the Dealership's and Finance Provider's criteria and, as such, You may not be sold a vehicle, or be able to secure a Vehicle Finance agreement, due to individual circumstances.
- 4.7 Where You choose the Retrofit Grant option, You must comply with the terms and conditions at Appendix 1 in addition to these Terms and Conditions.

- 4.8 Where You choose the Running Cost Grant option, You must comply with the terms and conditions at Appendix 2 in addition to these Terms and Conditions.
- 4.9 You must consent to allow TfGM, any Finance Provider, any Dealership and/or any Accredited Retrofit Supplier (depending on the Financial Support applied for) to carry out credit reference searches on Your credit history as part of their eligibility checks.

5. Application Process

- 5.1 This section sets out the process for applying for Financial Support.
- 5.2 All applications are made via <https://cleanairgm.com/clean-air-plan>.
- 5.3 Once You have registered, You will be issued with a User ID and log-in credentials which can be used to access Your online account.
- 5.4 If You are registering as a business, You will receive one User ID which can be used to manage all of Your vehicle applications. You should not share Your User ID with anyone else. If You require another person in Your business to access Your account, You may permit them to do so via Your online account.
- 5.5 The name and address You provide at registration should remain the same throughout the process. If these details change at any time during the Application Process, or within 12 months of You receiving Financial Support, You must inform TfGM via the Application messaging service.
- 5.6 You and TfGM may communicate via email, the Application messaging service or the TfGM contact centre.
- 5.7 If Your Application is successful, You will be issued with a Fund Award Notification which will specify Your unique reference number and its expiry date. It will also indicate the amount of Financial Support for which You may be eligible. For more information on the options of Financial Support available to You, please log into Your online account.

6. Part-Exchanging Your Non-Compliant Vehicle

- 6.1 This section sets out how You must part-exchange your Non-Compliant Vehicle.
- 6.2 This section does not apply if You have chosen to apply for the Retrofit Grant.
- 6.3 You must consent to part-exchange Your Non-Compliant Vehicle for a Compliant Vehicle under the Financial Support Scheme.
- 6.4 Your Non-Compliant Vehicle will be replaced by a Compliant Vehicle, based on the GM Clean Air Policy to meet GM CAZ emission standards:
- (a) The Compliant Vehicle is to be “like-for-like”, meaning that Your Compliant Vehicle must be in the same category as Your Non-Compliant Vehicle, with limited exceptions. Flexibility of upgrade within the LGV and HGV vehicle type categories is permitted, but with the financial support based upon the type of Non-Compliant Vehicle presented for upgrade.
 - (b) If Your Non-Compliant Vehicle is a hackney carriage or private hire vehicle, a non-Wheelchair Accessible Vehicle (WAV) can be traded up or a like-for-like vehicle can be purchased, but a WAV must be traded for a WAV.
- 6.5 You must part-exchange Your Non-Compliant Vehicle with the same Dealership recognised by TfGM who is supplying the Compliant Vehicle.

- 6.6 Proof of ownership in the form of a copy of the V5C of Your Non-Compliant Vehicle must be presented to the Dealership at the point of part-exchange.
- 6.7 You will be asked by TfGM to confirm that You have part-exchanged Your Non-Compliant Vehicle. You are not permitted to re-purchase the part-exchanged Non-Compliant Vehicle from the Dealership or agree with the Dealership to re-use it.

7. Payment of the Financial Support

- 7.1 This section sets out how Financial Support will be paid.
- 7.2 TfGM will not make a payment of Financial Support to You directly, but will instead pay the Financial Support to:
- (a) the Dealership; and/or
 - (b) the Finance Provider; or
 - (c) the Accredited Retrofit Supplier,
- depending on which option of Financial Support You choose.
- 7.3 Satisfying TfGM's initial eligibility conditions does not make funds immediately available. You must also satisfy the conditions of the Dealership and/or Finance Provider or the Accredited Retrofit Supplier depending on which Financial Support package You are seeking.
- 7.4 Once You have satisfied the eligibility conditions described in clauses 2 and 3 above, TfGM will notify You when the Financial Support is available.

8. Conditions to Apply Once You have Your Compliant Vehicle

- 8.1 This section sets out the ongoing conditions which You must comply with once You become the owner or registered keeper of Your Compliant Vehicle or Your Non-Compliant vehicle has had retrofit works to make it a Compliant Vehicle.
- 8.2 You must:
- (a) Continue to have an address in GM for no less than 12 consecutive months following receipt of Financial Support.
 - (b) Remain the owner or registered keeper of the Compliant Vehicle for no less than 12 consecutive months following receipt of Financial Support.
 - (c) Notify TfGM if You change Your name and/or address within 12 months of receiving Financial Support.
- 8.3 If Your Compliant Vehicle is a hackney carriage or private hire vehicle, You must remain licensed with one of the 10 Greater Manchester Local Authorities (Bolton, Bury, Oldham, Rochdale, Stockport, Tameside, Trafford, Wigan, the cities of Manchester and Salford) for the purpose of performing hackney carriage or private hire duties for no less than 2 years following receipt of Financial Support.
- 8.4 TfGM has the right to review the payment of Financial Support and to ask You any further questions relating to Your Application or the eligibility conditions within these Terms and Conditions at any point following Your receipt of Financial Support.

9. TfGM's Right to Withdraw or Clawback Financial Support

- 9.1 You must not or attempt to abuse, manipulate, mislead or defraud TfGM or the Financial Support Scheme at any time. You must not act in this way either on Your own or with other persons such as Dealerships, Finance Providers, other Applicants and/or any other persons.
- 9.2 TfGM has the right at any time to:
- (a) withdraw a Fund Award Notification; and
 - (b) seek repayment of any Financial Support,
- if TfGM reasonably suspects or finds that You are not compliant with any of these Terms and Conditions, or any information You have provided is incorrect or misleading. Depending on the circumstances, TfGM reserves the right to pursue individuals in Your business for repayment of any Financial Support.
- 9.3 If You are found to have abused the Application process or have made a fraudulent Application, You and any of Your vehicles may not be eligible for any existing GM CAZ exemptions, discounts or financial support and TfGM may refer the matter to the relevant authorities and/or share details, which may include personal information, with relevant third parties (to include but not limited to Financial Providers and Dealerships) where applicable. Fraud is a criminal offence and You (and individuals in your business) may be at risk of prosecution.
- 9.4 You must on request share any information with TfGM on any actual or suspected abuse of the Financial Support Scheme, fund misappropriation or other behaviour which may be of a fraudulent or criminal nature. TfGM may need to involve the police in these circumstances.
- 9.5 TfGM has the right to withdraw from a Dealership, Finance Provider or Accredited Retrofit Supplier relationship at any time, in which case any Financial Support which has not yet been paid to You may also be withdrawn. If this happens, TfGM may permit You to approach another Dealership, Finance Provider or Accredited Retrofit Supplier with Your Fund Award Notification.

10. Returning Your Compliant Vehicle

- 10.1 This section sets out what happens if You want to return Your Compliant Vehicle.
- 10.2 This section does not apply where You have used the Retrofit Grant to undertake retrofit works.
- 10.3 Any return must be made to the Dealership which the Compliant Vehicle was purchased from.
- 10.4 Any returns will also be subject to the Dealership's own commercial terms and conditions.
- 10.5 You must notify TfGM immediately of any returns and You must request a new Fund Award Notification which can then be used to order an alternative Compliant Vehicle. TfGM will only issue a new Fund Award Notification when You have completed a return vehicle notification request and You have provided evidence to TfGM of the return.

- 10.6 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, You acknowledge and agree that TfGM may reclaim the Financial Support we have paid to the Dealership and/or Finance Provider. No funds will be paid directly to You as a result of this return.
- 10.7 If You wish to return the Compliant Vehicle and the Dealership is no longer trading, You must seek Your own legal remedies. TfGM will not be liable for any claims or compensation for loss of use of vehicle or loss of income.
- 10.8 If You wish to return the Compliant Vehicle and the Financial Support Scheme is no longer operating, You must seek Your own legal remedies. TfGM will not be liable for any claims or compensation for loss of use of vehicle or loss of income.

11. Disputes and Complaints

- 11.1 This section sets out what You should do if You have a complaint.
- 11.2 If You have a complaint which relates to a Dealership, You should contact the Dealership in the first instance. Any complaint shall be processed in accordance with any separate terms and conditions which You may have signed with the Dealership.
- 11.3 If You have a complaint which relates to a Finance Provider, You should contact the Finance Provider in the first instance. Any complaint shall be processed in accordance with any separate terms and conditions which You may have signed with the Finance Provider.
- 11.4 If You have a complaint which relates to an Accredited Retrofit Supplier, You should contact the Accredited Retrofit Supplier in the first instance. Any complaint shall be processed in accordance with any separate terms and conditions which You may have signed with the Accredited Retrofit Supplier.
- 11.5 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 shall aim to respond to Your complaint within 15 Working Days of the complaint being made.

12. Sharing of Personal Data

- 12.1 TfGM will need to collect personal data by users who register online. By registering online and submitting Your application You accept the following:
- (a) TfGM will collect and process the following personal data: Your name (first and last), telephone number, email address, address and vehicle registration number in order to process your application online and assist in providing funding arrangements to You;
 - (b) TfGM will take all reasonable precautions to keep Your information safe and protected from accidental loss or alteration, inappropriate access, misuse or theft by providing appropriate technical, physical, and organisational controls. TfGM will ensure that all personal data processing operations are performed in accordance with applicable laws and good privacy management practices;
 - (c) for the purposes of processing personal data in connection with Your application for Financial Support TfGM is the data controller;

- (d) as part of the application process and to provide funding to You, TfGM will disclose Your personal data to third parties who will be acting as independent data controllers. These third parties 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/transferred with them;
- (e) 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.

13. Miscellaneous

- 13.1 TfGM is not responsible in any way to You or any other person for the condition, value or status of any Non-Compliant Vehicle or Compliant Vehicle.
- 13.2 TfGM does not give You any advice or recommendation in relation to:
- (a) which option of Financial Support should be applied for or entered into;
 - (b) the quality and/or reliability of any Dealership, Finance Provider or Retrofit Supplier;
 - (c) Your choice of Compliant Vehicle; and/or
 - (d) any technical solution or approach for any retrofit works.
- 13.3 Your ability to fund any ongoing payments in respect of Your Compliant Vehicle is not the responsibility of TfGM.
- 13.4 You acknowledge that TfGM is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and that, although TfGM shall use reasonable endeavours to inform and consult with You in respect of any relevant FOIA request, TfGM may disclose information without consulting or obtaining consent from You and is responsible for determining whether information is exempt from disclosure under the FOIA. For the avoidance of doubt, these Terms and Conditions do not affect the Applicant's rights under FOIA, including in respect of information not related to these Terms and Conditions.
- 13.5 TfGM may at any point in the Application process check the information You have provided with third parties, including but not limited to all or one of the 10 Greater Manchester Local Authorities (Bolton, Bury, Oldham, Rochdale, Stockport, Tameside, Trafford, Wigan, the cities of Manchester and Salford), any other Local Authority in the UK with a Clean Air Plan and/or the government's Joint Air Quality Unit ('JAQU'). This is expected to apply particularly for hackney carriage and private hire vehicle Applications.
- 13.6 You acknowledge that TfGM has the right to audit any information You have provided to it, and also that such information may form part of any wider audit undertaken by other interested public sector bodies including the UK Government. You must provide all assistance reasonably requested by TfGM in connection with any such audit. Such audits may (but not always) be necessary where fraud is suspected.
- 13.7 You confirm that the provision of the Grant does not amount to an unlawful Subsidy or is otherwise compliant with the Subsidy Control Regime.

14. Definitions

Unless otherwise provided, the following expressions shall have the meanings set out below:

“Accredited Retrofit Supplier” means a company approved by Energy Savings Trust via the Clean Vehicle Retrofit Accreditation Scheme to retrofit Non-Compliant Vehicles with emissions reduction technology. A list of Accredited Retrofit Suppliers can be found at <https://energysavingtrust.org.uk/listing/cvras-approved-suppliers/>.

“Applicant” and “Applicant Organisation” means an individual, business, company or organisation which has applied for Financial Support.

“Combined Replacement Grant and Vehicle Finance” means a combination of both a Replacement Grant and Vehicle Finance.

“Compliant” or “Compliant Vehicle” means a vehicle which the UK government vehicle checker describes as being compliant. You can check the status of your vehicle by using the following link: <https://www.gov.uk/clean-air-zones>.

“Clean Vehicle Retrofit Accreditation Scheme (CVRAS)” means the certification scheme for manufactures of retrofit emissions reduction technology enabling GM CAZ compliance of legacy fleet Vehicles as published from time to time at <https://energysavingtrust.org.uk/listing/cvras-approved-suppliers/>.

“Dealership” means a business or company where You will part-exchange Your Non-Compliant Vehicle and purchase Your Compliant Vehicle. This will either be a dealership recognised by one of the Finance Providers and/or by TfGM under its Financial Support Scheme Dealership accreditation programme

“Eligible Expenditure” means those costs associated with the installation of Emissions Reduction Technology in the form of selective catalytic reduction technology (‘SCRT’), or Diesel system repower, or EV repower or LPG conversion and repower, up to a maximum grant amount for each vehicle type, net of VAT.

“Emissions Reduction Technology” means selective catalytic reduction technology or a repower solution approved and installed in accordance with the CVRAS.

“Finance Provider” means a company recognised by TfGM who is a provider of vehicle finance and who may provide finance to You in relation to the Financial Support Scheme.

“Financial Support” means either a Replacement Grant, Vehicle Finance, Combined Replacement Grant and Vehicle Finance, Retrofit Grant or Running Cost Grant.

“Fund Award Notification” means the confirmation of the award of Financial Support which is issued by TfGM to You which notification shall contain a unique identifier that can then be used to confirm the validity of the award which shall:

- (a) confirm that You are eligible to receive Financial Support;
- (b) confirm the details of the Non-Compliant Vehicle to be retrofitted or traded in; and
- (c) be valid for a period of three (3) months (or which may be extended by TfGM) from the date of issue to allow You to enter into a contract with a Dealership, Finance Provider and/or Accredited Retrofit Supplier and place an order for retrofit works or a Compliant Vehicle.

“Greater Manchester Local Authorities” means together, the following ten metropolitan boroughs of Greater Manchester: Bolton, Bury, Oldham, Rochdale, Stockport, Tameside,

Trafford, Wigan, and the cities of Manchester and Salford.

“Non-Compliant” means a vehicle which is not a Compliant Vehicle in the GM CAZ and which You may seek to trade in to a Dealership. You can check the status of your vehicle by using the following link <https://www.gov.uk/clean-air-zones>.

“Replacement Grant” means a lump sum which You can use at a Dealership recognised by TfGM to help purchase a Compliant Vehicle.

“Retrofit Grant” means a contribution towards the cost of retrofit works to Your Non-Compliant Vehicle via a CVRAS-approved supplier.

“Running Cost Grant” means:

- (d) a grant of up to £10,000 towards the funding costs of a new WAV ZEC replacement vehicle; or
- (e) a grant of up to £6,000 towards the running costs of a new non-WAV ZEC replacement vehicle.

“Subsidy” means any form of financial assistance or aid as defined by a Subsidy Control Regime.

“Subsidy Control Regime” means all applicable Laws in force from time to time (which, for the avoidance of doubt, includes future laws) regarding the UK’s international obligations concerning subsidy control or state aid including but not limited to any law giving effect to the provisions of Chapter 3 of Title XI of Part 2 of the Trade and Co-operation Agreement between the European Union and the European Atomic Energy Community and the United Kingdom as given effect by the European Union (Future Relationship) Act 2020 and commitments on subsidies arising from the UK’s membership of the World Trade Organization.

“Terms and Conditions” means all of the clauses in this terms and conditions document.

“Vehicle Finance” means a finance contribution which You can use towards the interest costs of finance on a Compliant Vehicle.

“WAV” means Wheelchair-Accessible Vehicle.

“ZEC” means zero-emissions-capable.

Appendix 1

Retrofit Grant

- 1 This section applies to Applicants who wish to apply for a Retrofit Grant.
- 2 This grant is only available where the retrofit works are to be undertaken by an Accredited Retrofit Supplier and a CVRAS-approved solution is available for Your current vehicle. A list of Accredited Retrofit Suppliers can be found at <https://energysavingtrust.org.uk/listing/cvras-approved-suppliers/>.

3. Applicant Eligibility Conditions

- 3.1 In order to apply for a Retrofit Grant, You must meet all of the following conditions:
- (a) You must hold a UK bank account in Your name or in the name of Your business.
 - (b) You must not already be in receipt of any form of Government clean air funding, such as from the OZEV grant in respect of your Non-Compliant Vehicle.
 - (c) You must be either:
 - (i) a small business;
 - (ii) a micro-business/ entity;
 - (iii) self-employed/sole trader;
 - (iv) an entity regulated by the Charity Commission;
 - (v) a social enterprise; or
 - (vi) a private owner or registered keeper of a:
 - (A) Non-Compliant Vehicle; and
 - (B) vehicle you do not use for commercial purposes

You can check whether you will need to pay to drive your vehicle in Greater Manchester's Clean Air Plan based on its emission standards and using your vehicle registration number at <https://www.gov.uk/clean-air-zones>.

- (d) If You fall into category (i) – (v) above, You must have had a business address within GM for no less than 12 consecutive months immediately before You make this Application.
- (e) If You fall into category (vi) above, Your main residential address must have been within GM for no less than 12 consecutive months immediately before You make this Application.

4. Non-Compliant Vehicle Eligibility Conditions

- 4.1 The following conditions must all be met for Your Non-Compliant Vehicle to be eligible:
- (a) Your current vehicle must not already comply with the relevant GM CAZ emission standards and must be one of the permitted vehicle types, as set out here: <https://www.gov.uk/clean-air-zones>.

- (b) Your Non-Compliant Vehicle must have a valid MOT, road tax and insurance, as appropriate for the vehicle use/ organisation, at the date of Your Application.
- (c) You must have owned or be the registered keeper of the Non-Compliant Vehicle, or You must have been an authorised employee, director or trustee of the Applicant Organisation for no less than 12 consecutive months prior to the date of Your Application.
- (d) Your Non-Compliant Vehicle must have been registered at an address within GM for no less than 12 consecutive months prior to the date of Your Application. (Please note this condition does not apply if Your Non-Compliant Vehicle is a GM-licensed hackney carriage or private hire vehicle. Please see clause 4.2 below for further information).

4.2 If Your Non-Compliant Vehicle is a hackney carriage or private hire vehicle:

- (a) Your current vehicle must not already comply with the relevant GM CAZ emission standards and must be one of the permitted vehicle types, as set out here: <https://www.gov.uk/clean-air-zones>.
- (b) Your Non-Compliant Vehicle must have a valid MOT, road tax and insurance, as appropriate for the vehicle use/ organisation, at the date of Your Application.
- (c) You must be the owner or the registered keeper of the Non-Compliant Vehicle which is/ has been licensed for the purposes of hackney carriage/ private hire services with one of the 10 Greater Manchester Local Authorities (Bolton, Bury, Oldham, Rochdale, Stockport, Tameside, Trafford, Wigan, the cities of Manchester and Salford) for no less than 12 consecutive months prior to date of Your Application.

4.3 If Your Non-Compliant Vehicle is a coach:

- (a) Your Non-Compliant Vehicle must have been registered to an address in GM for not less than 6 consecutive months prior to the date of Your Application and not 12 months as required for other Non-Compliant Vehicles.

5 If You are eligible for the Retrofit Grant, a Fund Award Notification will be issued to You.

6 You will only be able to redeem Your Fund Award Notification if Your Non-Compliant Vehicle is on the CVRAS list of approved vehicles. To check if Your Non-Compliant Vehicle is on this list, visit <https://energysavingtrust.org.uk/listing/cvras-approved-suppliers/>.

7 You are responsible for arranging a date for the retrofit directly with an Accredited Retrofit Supplier and any retrofit must be completed within 6 months of the Fund Award Notification being awarded. TfGM must be kept informed of any delays.

8 If you withdraw your application from the retrofit scheme 12 weeks or later after the Fund Award Notification You will have to re-apply for the Financial Support Scheme, at which point there may no longer be funds available from TfGM to carry out the vehicle upgrade.

9 You must ensure that the emissions reduction technology is on the approved list provided by CVRAS ahead of any application being submitted.

10 The retrofit works (and any associated appointments or assessments) shall be undertaken by the Accredited Retrofit Supplier in accordance with any terms and conditions it may specify, or as which may be negotiated or agree by You with it. TfGM provides no assurance or recommendation to You in respect of any such terms or conditions.

- 11 You are responsible for ensuring that costs are reasonably and properly incurred and are deemed Eligible Expenditure. Payments of Retrofit Grant will not be made for any costs incurred by You that do not qualify as Eligible Expenditure or exceed the maximum grant amount allowable for the vehicle net of VAT.
- 12 You are responsible for funding any remaining retrofit costs which are not covered by the Retrofit Grant with Your own funds (whether this be through capital or financing arrangements). You will pay any costs over and above the Retrofit Grant direct to the Retrofit Supplier.
- 13 You or the Accredited Retrofit Supplier shall provide Your own facilities for the installation of any equipment required as part of the retrofit works.
- 14 You are responsible for agreeing retrofit costs directly with the Accredited Retrofit Supplier.
- 15 Payment of the Retrofit Grant will be made directly to the Accredited Retrofit Supplier by TfGM. TfGM has the right to seek information and documentation from You or the Accredited Retrofit Supplier to verify that the retrofit works have properly been undertaken. In addition, TfGM has the right to seek such information and documentation for a period of up to 12 months following the retrofit in order to verify that the works continue to function properly.
- 16 Any payment made by TfGM to the Accredited Retrofit Supplier shall be net of VAT. Any VAT due shall be payable by You.
- 17 You are responsible for the ongoing and future maintenance of the retrofit solution, (for example annual servicing) ensuring that the emissions remain in accordance with compliant levels of nitrogen dioxide ('NO₂').
- 18 If You cancel the retrofit at any point, You are responsible for any costs or charges that may be claimed by the Accredited Retrofit Supplier or by TfGM.

Appendix 2

Running Cost Grant – Zero-Emissions-Capable Hackney Carriages and Private Hire Vehicles Only

- 1 This section only applies to hackney carriage and private hire vehicle drivers who wish to apply for a Running Cost Grant.
- 2 To be eligible for the Running Cost Grant, You must meet, and provide evidence of, the following:
 - (a) You must be a taxi driver whose Non-Compliant Vehicle is registered with one of the 10 GM Local Authorities; and
 - (b) You must be in receipt of or have received a Government plug-in grant for a new replacement ZEC vehicle.
- 3 Once Your Compliant Vehicle has been purchased, You must apply for the Running Cost Grant via <https://cleanairgm.com/clean-air-plan/taxi-and-private-hire/> where You will be asked to provide information to confirm Your eligibility.
- 4 You must also provide TfGM with Your bank details when asked to do so when submitting Your Application.
- 5 If You are eligible for the Running Cost Grant, a Fund Award Notification will be issued to You.
- 6 The Running Cost Grant will be paid by TfGM to You in two equal instalments:
 - (a) The first instalment is payable shortly after purchase and delivery of Your Compliant Vehicle. Please note that:
 - (i) If You fail to apply for the Running Cost Grant within one year of the purchase of Your New Replacement Compliant then You will not be eligible for the first instalment.
 - (ii) If You miss the deadline for applying for the first instalment, TfGM may nevertheless at its discretion be able to pay You the second instalment. You must apply for the second instalment in accordance with part (b) below.
 - (b) The second instalment is payable to You on or after the second anniversary of the purchase and delivery of Your Compliant Vehicle, subject to an application by You and validation by TfGM of Your continued eligibility for the Running Cost Grant as per paragraph 7 below.
 - (i) If You fail to apply for the Running Cost Grant within 3 years of the purchase of Your New Replacement Compliant then You will not be eligible for the second instalment.
- 7 As stated in paragraph 6 above, You must comply with the following ongoing conditions to be eligible for the second instalment of the Running Cost Grant to be paid to You:
 - (a) You must provide proof that You have registered the Compliant Vehicle as a hackney carriage or private hire vehicle with one of the 10 GM Local Authorities.

- (b) You must provide proof that You remain licensed with one of the 10 GM Local Authorities for purpose of performing Hackney Carriage/ Private Hire Duties within GM for no less than 2 years following receipt of funding.
 - (c) A copy of the V5C must be provided to TfGM to prove that You remain the owner or registered keeper of the New Replacement Complaint Vehicle.
- 8 Following approval by TfGM of Your application for the Running Cost Grant in accordance with paragraphs 6 and 7 above, TfGM will pay the relevant instalment to You within 20 Working Days.