

Clean Air Zone Workers Scrappage and Travel Scheme Terms & Conditions

Birmingham City Council

Between

1. Birmingham City Council of Council House, Victoria Square, Birmingham, B1 1BB (**"the Council"**) and
2. the Applicant, (**"You"**)

Clean Air Zone Workers Scrappage and Travel Scheme: General Terms and Conditions

These terms and conditions apply to the Council's **Clean Air Zone (CAZ) Workers Scrappage and Travel Scheme**. Please ensure you have read and understood the full terms and conditions prior to applying to be considered for the CAZ Workers Scrappage and Travel Scheme. By applying to be considered for the CAZ Workers Scrappage and Travel Scheme, You agree to comply with the following terms and conditions.

Glossary of terms

In these terms and conditions, the following words will have the following meanings:

Agreement means these terms and conditions together with a completed Application submitted through the Council's website, including any subsequent amendments to information provided by an Applicant made in writing to the Council at the Council's request, and any schedules and documents referred to

Applicant/You means the person applying for any CAZ Incentive under the CAZ Workers Scrappage and Travel Scheme being either the legal owner or the Registered Keeper acting with permission of the legal owner

Application means the completed application for participation in the CAZ Workers Scrappage and Travel Scheme by the Applicant submitted to the Council through the CAZ website (<https://www.brumbreathes.co.uk/info/27/financial-incentives/2/clean-air-zone-1>)

Approved Partner means nominated and approved Birmingham City Council Partners participating in the CAZ Workers Scrappage and Travel Scheme

Business Day means any day from Monday to Friday (inclusive) which is not Christmas Day, New Year's Day, Good Friday or a statutory bank holiday

CAZ means Clean Air zone boundary as contained in the Birmingham Clean Air Zone Charging Order 2021.

CAZ Incentive(s) means either CAZ Workers Scrappage and Travel Scheme Option 1 or CAZ Workers Scrappage and Travel Scheme Option 2

CAZ Workers Scrappage and Travel Scheme means the CAZ Incentives available to Applicants who meet the Eligibility Criteria provided for the purpose of encouraging the removal of Non-Compliant Vehicles in return for either a discount on the purchase of a Compliant Vehicle, or for a Travel Voucher grant for use through TfWM's Swift network

CAZ Incentive Approval Communications means any form of communications sent by the Council to the Applicant confirming the Applicant is eligible for the CAZ Workers Scrappage and Travel Scheme and the process the Applicant needs to follow

CAZ Workers Scrappage and Travel Scheme Option 1 means a £2,000 discount at the point of sale of a Compliant Vehicle through Our Approved Partner

CAZ Workers Scrappage and Travel Scheme Option 2 means £2,000 in Travel Credits to be used on certain products available through TfWM's Swift network

Compliant Vehicle has the meaning given to it in the Birmingham Clean Air Zone Charging Order 2021 A copy of the Birmingham Clean Air Zone Charging Order 2021 can be found at the following link:

<https://www.brumbreathes.co.uk/downloads/download/28/charging-order>.

Data Protection Legislation means the Data Protection Act 2018 and the GDPR as amended from time to time or any national replacement for such legislation

Eligibility Criteria means the criteria the Applicant must successfully meet to the Council's satisfaction to be eligible to participate in the CAZ Scrappage and Travel Scheme as set out in Schedule 1

Eligible Travel Products means the list of products that are contained in Schedule 2 as may be amended and updated by Us or TFWM from time to time.

GDPR means the UK General Data Protection Regulations (GDPR)

Non-Compliant Vehicle means a vehicle that is not a Compliant Vehicle and has a vehicle classification of N1 or M1

Parties means Birmingham City Council and the Applicant/You

Personal Data has the meaning given to it by Data Protection Legislation

Registered Keeper means the person named in section five of the vehicle's V5C Registration Document

Swift Account means an online account provided by TFWM, created and held by the Applicant for the purpose of using the TFWM's transport network. Further details can be found at the following website: <https://www.networkwestmidlands.com/swift/>

TfWM means Transport for West Midlands which is part of the West Midlands Combined Authority

Travel Credits mean online credits for use to purchase Eligible Travel Products available through the Swift Account, accessible through the TFWM website.

V5C Registration Document means the V5C or vehicle registration certificate registered with the Driver and Vehicle Licensing Agency which contains essential information about a vehicle registered in the UK

We, Us, Our, the Council means Birmingham City Council

General Terms and Conditions

1. By agreeing to these terms and conditions You confirm that You are the Registered Keeper and Legal Owner of the Non-Compliant Vehicle used in your Application . In the event that you are not the Legal Owner of the Non-Compliant Vehicle used in your Application, you will provide evidence that you have been authorised in writing by the legal owner(s) of any vehicles.
2. You agree that any information You provide may be cross referenced with other databases of information that the Council holds, such that the Council may verify the information You have provided and any changes to the vehicles associated with You in the Council's records.
3. The rights and responsibilities under these terms and conditions are for the Parties' benefit only and are not intended to benefit anyone else or be enforceable by anyone else. No person other than the Parties shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms and conditions.
4. The CAZ Workers Scrappage and Travel Scheme will run for as long as the Council in its absolute discretion decides the CAZ Incentives are available. For the avoidance of doubt, the Council may remove or amend the CAZ Workers Scrappage and Travel Scheme at any point.

5. We reserve the right to change these terms and conditions and will let You know beforehand if We make any significant changes. We will not contact You about other changes to the terms and conditions that We do not feel are significant. Please check these terms and conditions regularly to ensure You are familiar with the current version.
6. If We fail to enforce any of our rights under this Agreement, it does not mean We will not have the right to enforce them in the future.
7. Both Parties agree that they will not pass on any confidential information to anyone else unless there is a right or obligation to do so by law or if both Parties agree.
8. You are responsible for:
 1. Providing Us with correct and accurate information in order that We can assess Your Application against the Eligibility Criteria and notifying Us of any changes to that information;
 2. Reading and acting on all communications We send You regarding Your Application and this Agreement;
 3. Making sure that Your mailbox settings for emails, including spam filters, allow You to receive emails from us; and the email address You provide in Your Application must remain the same for correspondence with Us and with Approved Partners;
 4. Making sure that You register the correct contact details with Us and that You tell Us promptly if those contact details change
 5. Complying with any instructions given by Us or an Approved Partner in respect of these terms and conditions and the CAZ Workers Scrappage and Travel Scheme.
9. You agree that We are not responsible if You fail to read and act on any communications We have sent You.
10. You agree to receive communications related to this Agreement from Us electronically.
11. You agree not to send Us any material that is illegal, offensive, abusive, defamatory, menacing, or which would breach copyright, trademark, confidence, privacy or any other right. This also includes material which may contain software viruses, political campaigning, advertising for business, chain letters, mass mailings or 'spam'.

Notices

Any notice We give under this Agreement may be sent to the address You have provided and may include items sent via the post, by email, or any other electronic transmission.

12. A notice We send to You will be deemed to be served in accordance with the following:
 1. Delivered by hand, at the time of delivery
 2. Posting, after two business days
 3. Sent by email or other electronic transmission, if sent on a business day before 16:30, on that day; or in any other case, on the next business day after the day it was sent
14. English will be the language for all communications between the Parties.
15. In all notices We will include the unique reference number allocated to You when We receive Your CAZ Scrappage Scheme Application.
16. We reserve the right to reject Your application to a CAZ Incentive if We have reasonable grounds to believe that You are no longer eligible for a CAZ Incentive (i.e. You are benefitting from a scheme to which You are no longer entitled to as set out in the terms and conditions that You have agreed to). In these circumstances We will write to You with the reasons for our decision.

17. You acknowledge that You cannot transfer Your CAZ Incentive to another vehicle.

Checking information

18. At any time after We receive Your Application for a CAZ Incentive including after We have notified You that Your Application is accepted and/or after any payment has been made, We may ask You for proof of eligibility for the CAZ Incentive and/or any other information about Your vehicle for the purposes of determining eligibility for the CAZ Scrappage Scheme.

19. We will send You an email requesting that information which You must provide by the date stated in that email.

20. If as a result of checks of the information provided by You, We decide that Your Application does not fulfil Our Eligibility Criteria then We will reject Your application and notify You accordingly.

Application and Eligibility Criteria

21. An Application must be made by the Applicant. Where the Applicant is not the legal owner and is the Registered Keeper, the legal owner must have given written and signed consent to make the Application. We may require additional evidence from the Registered Keeper that the legal owner has given permission to submit an Application before processing the Application. We may verify any information directly with the legal owner using the information provided in the Application.

22. Applications will be allocated an application number based upon the date that Applicants submit their Application. Any applicable CAZ Incentive is allocated on a first come, first served basis. If We require any amendment to or further information on an Application, We will put an Application on hold until the Applicant supplies the amendment or further information and We are satisfied with the Application. If any CAZ Incentive has been exhausted before the Applicant supplies that amendment or additional information, We will reject the Application.

23. An Applicant may submit one Application per the CAZ Scrappage Scheme and may be deemed to not be eligible if they have received a similar grant or incentive from the West Midlands Combined Authority.

24. The information in the Application must match the licensing records, V5C Registration Document and other documents held by Us. We will notify the Applicant of any discrepancies We identify which the Applicant must correct before the Application can be progressed. If the Applicant fails to provide the required information within 14 days of it being requested, We may reject the Application.

25. If an Applicant reapplies, the Applicant must submit a new Application with all the required documents.

26. We will notify You of the acceptance or rejection of any application in writing using the email address provided in Your Application. Please ensure this email address is accurate and up to date.

The Council Post-Approval Process

27. Once We are satisfied that the Application meets the Eligibility Criteria, We will send You CAZ Incentive Approval Communications.

28. If You select to undertake CAZ Workers Scrappage and Travel Scheme Option 1 or CAZ Workers Scrappage and Travel Scheme Option 2, You have 3 months from the date of the CAZ Incentive Approval Communications to make a booking to have the vehicle scrapped with an Approved Partner. We may verify with an Approved Partner that a booking is in place and once Your vehicle has been scrapped by the Approved Partner. The Applicant gives the Council permission to contact the Approved Partner to gather such information about the Applicant to verify that Your vehicle has been destroyed or any other arrangements that have been made.

29. If You are unable to make a booking to have the vehicle scrapped by an Approved Partner within 3 months from the date of the CAZ Incentive Approval Communications, you may submit a request to the Council to extend this deadline, subject always to the Council's discretion and adequate reasons for the extension.
30. If you have chosen CAZ Workers Scrappage and Travel Scheme Option 1 in Your Application; You will receive a £2,000 discount at the point of sale when you purchase a Compliant Vehicle from that Approved Partner and You will be required to pass ownership of Your Non-Compliant Vehicle referenced in Your Application to the Approved Partner before You will receive that discount. The Approved Partner will report to us that Your Non-Compliant Vehicle has been scrapped and that You have purchased a Compliant Vehicle and have received the £2,000 discount.
31. If you have chosen CAZ Workers Scrappage and Travel Scheme Option 2 in Your Application; You will be required pass ownership of Your Non-Compliant Vehicle referenced in Your Application to the Approved Partner. The Approved Partner will inform Us within 24 hours that Your Non-Compliant Vehicle has been removed. We will notify TfWM who will email You with instructions detailing how You can redeem the Travel Credits. The email address You provide to Us in Your Application must be the same email address that You use/have used to create Your Swift Account. Once You have followed the instructions provided by TfWM the Travel Credits will be available in Your Swift Account.
32. For the avoidance of doubt, any payments made under this Agreement whether this be CAZ Workers Scrappage and Travel Scheme Option 1 or CAZ Workers Scrappage and Travel Scheme Option 2 will be paid directly to the Approved Partner or TfWM, not to You.

The Applicant's Obligations

33. The Applicant warrants that:
 1. All information provided as part of the Application is accurate and complete and is capable of being relied upon by Us for the purposes of assessing the Applicant's Application;
 2. You will inform Us if any part of the information is no longer correct within seven days of such information no longer being correct; and
 3. You will inform Us within seven days of the vehicle being sold or ownership of the vehicle being transferred to a family member, related entity or third party.
34. Where You are the legal owner, You warrant that:
 1. You have full capacity and authority to enter into this Agreement; and
 2. You have obtained authority from the Registered Keeper where applicable.
35. Where You are the Registered Keeper but not the legal owner, You warrant that:
 1. You have full capacity and authority to enter into this Agreement;
 2. You have obtained written and signed authority from the legal owner; and
 3. You will do everything possible to ensure the legal owner complies with any relevant obligations in this Agreement.
36. Only one CAZ Incentive may be granted per Applicant regardless of changes of Non-Compliant Vehicle ownership.

Rejection of the Application

37. We may reject an Application if You do not:
 1. Book and scrap Your vehicle through the Approved Partner within 3 months of your Application being accepted by Us
 2. Provide any required information within 14 days of Us requesting it
 3. Complete the scrappage of your vehicle with the Approved Partner in relation to Your chosen CAZ Incentive

4. Comply with these terms and conditions for the purpose of Your Application

38. Without prejudice to the Council's other rights and remedies, the Council may at its absolute discretion reduce, suspend or withhold the any value of the CAZ incentive or require all or part of any CAZ Incentive to be repaid by You where You fail to comply with these terms and conditions..
39. Where We find that You are in breach of these terms and conditions, including, (but not limited to), fraudulent or inaccurate applications, We may seek recovery of any CAZ Incentive and may bring legal proceedings against the legal owner and/or Registered Keeper named in Your Application.
40. You must repay to the Council any value of CAZ Incentive which (in the Council's opinion) has been incorrectly paid, within 28 days of the Council notifying You to do so.
41. Where We reject an Application, the Applicant may reapply in respect of the same vehicle for the CAZ Scrappage Scheme by submitting a new application.

Liability

42. We are not responsible to You or any other party whatsoever for (including but not limited to) any losses, costs, claims, damages, demands, expenses, liabilities, proceedings or judgments resulting from participation in the CAZ Workers Scrappage and Travel Scheme. This clause applies whether or not the Application is successful.
43. We will not be liable for any costs whatsoever or howsoever incurred, including the value of any CAZ Incentive, if the Applicant undertakes the scrappage of their vehicle prior to the Applicant receiving the CAZ Incentive Approval Communications. CAZ Workers Scrappage and Travel Scheme Option 1 and CAZ Workers Scrappage and Travel Scheme Option 2 are only available through the Approved Partners or TfWM. Any financial transactions will be with the Approved Partners.
44. We are not responsible or liable for any action taken by a legal owner or Registered Keeper in relation to the sale, lease, financial arrangement or future use of the of a vehicle under the CAZ Workers Scrappage and Travel Scheme Option 1 including ongoing operating or maintenance costs.
45. Once you have selected one of the CAZ Incentives and approached an Approved Partner, the Council accepts no liability for any agreements and/or arrangements made between You and an Approved Partner.
46. You understand that once a vehicle has been scrapped through an Approved Partner, the Council will not be able to return this vehicle to You and will not be liable for any mistake made on the part of the Applicant.

Records and Evidence

47. You will keep accurate records of any documents submitted to Us in relation to Your Application and evidence of receipt of any CAZ Incentive received from Us.
48. You will respond promptly to all reasonable requests for assistance from Us to enable compliance with all applicable statutory requirements.

State Aid

49. Where applicable the CAZ Incentive will be based on compliance with the requirements of the General Block Exemption Regulation, Article 36 (Investment aid enabling undertakings) to go beyond Union standards for environmental protection or to increase the level of environmental protection in the absence of Union standards. Any payment made under a CAZ Incentive will only be payable as against incurred eligible costs and up to the maximum applicable aid intensity level as against such costs.

50. In accepting the CAZ Incentive, the Applicant will comply with all applicable European Union rules on State aid or any national replacement for those rules including but not limited to the General Block Exemption Regulation (the "State Aid Rules"). The Applicant will fully cooperate with the Council in utilising the applicable approvals and procedures in relation to the State Aid Rules.
51. If the Applicant is in breach of Clause 51 above, or the provision of the CAZ Incentive itself, is deemed (by an appropriate authority) to breach the State Aid Rules, the Council may at its absolute discretion reduce, suspend or withhold the CAZ Incentive, or require all or part of the CAZ Incentive (together with applicable interest as provided for under the State Aid Rules) to be repaid by the Applicant.
52. If the Council requires any part of the CAZ Incentive to be repaid in accordance with clause 51 above, the legal owner will repay the required sum and applicable interest within 28 days of a request by the Council.

Data Protection

53. The Council will comply with all its obligations under the Data Protection Legislation and will only process the Personal Data of the legal owner and Registered Keeper to administer the Clean Air Zone Workers Scrappage and Travel Scheme including for the purposes of assessing eligibility for the scheme.
54. The Council may share and receive the Personal Data of the legal owner and Registered Keeper with an Approved Supplier for the purposes of verifying the details of the vehicle and any other relevant information and to confirm a booking for the scrappage of Your vehicle with an Approved Partner has been made or that a scrappage process has taken place. The amount of Personal Data shared will be limited to the minimum necessary.
55. The Council may share Personal Data with, or receive Personal data from, Transport for West Midlands, which is part of the West Midlands Combined Authority for the purposes of monitoring applications that are available from the West Midlands Combined Authority and where an Applicant may be deemed ineligible for a Clean Air Zone Workers Scrappage and Travel Scheme on the basis of having already received a CAZ Incentive from such schemes.

Governing Law

56. This Agreement will be governed by and construed in accordance with the laws of England and Wales.
57. The courts of England and Wales are to have exclusive jurisdiction to settle any disputes or claims (including non-contractual disputes or claims) that may arise out of or in connection with this Agreement.

Entire Agreement

58. This Agreement constitutes the entire agreement between the Council and the Applicant and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
59. The Council and the Applicant agree that they will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Both the Council and the Applicant agree that it will have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
60. In the event of any conflict between these terms and conditions and any other documents which form part of the Application these terms and conditions shall take precedent.

Third Party Rights

61. Save that the Registered Keeper or legal owner, where they are not the Applicant, may enforce their rights under this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999, the Parties do not intend that any of the terms of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person not a party to it.

Schedule 1 - Eligibility Criteria

Eligibility for the CAZ Workers Scrappage and Travel Scheme will be conditional on You meeting the Eligibility Criteria and providing the Evidence Required to the Council's satisfaction. The Council may amend either the Eligibility Criteria or the Evidence Required at its discretion.

You can use the GOV.UK website to check if your vehicle is a Compliant Vehicle or not and if you will be charged.

Eligibility Criteria

- You will need to have been the registered keeper of the vehicle since 10th September 2018
- The vehicle must be registered in the United Kingdom
- The vehicle must not be licensed as a Taxi or Private Hire vehicle
- You must be employed by a business located in the CAZ, or if You are self-employed Your business must be located in the Birmingham CAZ
- You must earn £30,000 or less per year
- You must be employed within the CAZ for a minimum of 18 hours per week
- You will need to agree and accept the [Data Sharing and Privacy Statement](#) contained on the Council's website
- Your vehicle provided to support Your Application must be a Non-Compliant Vehicle.

Evidence Required

- You will need to provide Your V5C as proof of ownership of a vehicle that is not a Compliant Vehicle.
- You will need to provide one of the following types of proof of Your employment status:
 - If PAYE, a letter from Your employer on company headed paper stating Your hours and place of work
 - If self-employed, Your business registration number, registered address in the CAZ, VAT number, and number of years operating within the CAZ.
- You will need to provide evidence that Your earnings are £30,000.00 or less per year by providing either:
 - Your most recent P60
 - A Payslip from Your employer produced within the last 3 months
 - If self-employed Your most recent tax return

Schedule 2 - Eligible Travel Products