**Birmingham City Council**

**14th August 2020**

**BETWEEN**

1. Birmingham City Council of Council House, Victoria Square, Birmingham, B1 1BB **(“the Council”)** and
2. the Applicant;

**Clean Air Zone Taxi and Private Hire Vehicle Incentives: General Terms and Conditions**

These terms and conditions apply to the Birmingham City Council (BCC) Clean Air Zone (CAZ) Taxi and Private Hire Vehicle (PHV) Incentives. By applying to be considered for a Taxi or PHV Incentive You agree to the following terms and conditions.

**Glossary of terms**

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

**Agreement** means the completed and signed Application sent to Birmingham City Council;

**Applicant** means the person applying for Grant Funding under the CAZ Incentive scheme being either the legal owner or the Registered Keeper acting with permission of the legal owner;

**Application** means these terms and conditions together with a completed application form submitted through the Council’s website, including subsequent amendments to information provided by an Applicant made in writing to the Council, and any schedules and documents referred to;

**Approved Supplier** means an organisation with a Retrofit Solution which is approved by the Clean Vehicle Retrofit Accreditation Scheme (CVRAS) and has that solution listed on the CVRAS website (<https://energysavingtrust.org.uk/transport/cvras-approved-suppliers>) ;

**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 Incentives** means either a CAZ Taxi Incentive or a CAZ PHV Incentive depending on an Applicant’s chosen option;

**CAZ Taxi Incentive** means a financial incentive provided for the purposes of reimbursing a Birmingham City Council registered Taxi driver in relation to the vehicle upgrade options set out in Schedule 1;

**CAZ PHV Incentive** means a financial incentive provided for the purposes of reimbursing a Birmingham City Council registered PHV driver in relation to the vehicle upgrade options set out in Schedule 2;

**Clean Air Zone (CAZ)** means the area in Birmingham shown shaded yellow on the Clean Air Zone Plan, the boundaries of which are defined in the map included in Annex 1;

**Compliant Vehicle:** A vehicle meets the standards required of a compliant vehicle for the purposes of the CAZ Incentives if the vehicle is:

* 1. an electric vehicle;
  2. a positive ignition vehicle that as a minimum meets the Euro 4 standards for that specific vehicle; or
  3. a compression ignition vehicle that as a minimum meets the Euro 6 standards for that specific vehicle.

**Data Protection Legislation** means the Data Protection Act 2018 and Regulation (EU) 2016/679, the General Data Protection Regulation as amended from time to time or any national replacement for such legislation;

**Eligibility Criteria** means the criteria the Applicant must successfully meet to Birmingham City Council’s satisfaction to be eligible to participate in the CAZ Incentive scheme as set out in Schedules 1 and 2;

**Euro 4** means the emissions limit values set out in the rows corresponding with Category B in the first of the tables at section 5.3.1.4 of Annex I to Council Directive 70/220/EEC

**Euro 6** means the emissions limit values set out in Table 2 of Annex I to Commission Regulation 715/2007 of 20 June 2007;

**Grant Approval Letter** means the letter sent by Birmingham City Council to the Applicant confirming the Applicant is eligible for a CAZ Taxi Incentive or CAZ PHV Incentive in relation to this scheme and the process the Applicant needs to follow;

**Grant Funding**  means any funding provided to an Applicant in relation to a CAZ Incentive.

**Non-Compliant Vehicle** meansa vehicle which fails to meet or exceed the standards required of a Compliant Vehicle.

**Parties** means Birmingham City Council and You

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

**PHV** means a vehicle which is operated as a Private Hire Vehicle with a valid PHV Licence;

**PHV Licence** means the vehicle licence issued by Birmingham City Council in accordance with section 48 of the Local Government (Miscellaneous Provisions) Act 1976;

**Registered Keeper** means the person named in section five of the a vehicle’s V5C Registration Document; and

**Retrofit Solution** means a system available from an Approved Supplier which, when installed in a Non-Compliant Vehicle, improves the emissions of a Non-Compliant Vehicle such that the vehicle emissions then meet those required of a Compliant Vehicle.

**Taxi** means a vehicle which is operated as a Hackney Carriage with a current Taxi Vehicle License or a PHV with a valid PHV Licence;

**Taxi Vehicle Licence** means the one year vehicle licence issued by Birmingham City Council in accordance with section 6 of the Metropolitan Public Carriage Act 1869;

**Ultra-Low Emission Vehicle (ULEV)** means a vehicle that emits less than 75g of carbon dioxide (CO2) for every kilometre travelled.

**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;

**You, Your, the Applicant** means the person who agrees to these terms and conditions.

**General Terms and Conditions**

1. By agreeing to these terms and conditions You confirm that You have been granted permission by the legal owner(s) of any vehicles that You reference, to provide the details of those vehicles and claim funding in respect to those vehicles in any application made to the Council in relation to any CAZ Incentive.
2. You agree that any information You provide may be cross referenced with other databases of information that the Council holds, and namely the Taxi and PHV licensing database, 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 Incentives will run for as long as funding is in place, Birmingham City Council reserves the right to increase or decrease the amount of funding available and to end one or more of the CAZ Incentives at any time.
5. We reserve the right to change 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.
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 emails and letters We send You regarding Your CAZ Incentive;
   3. Making sure that Your mailbox settings for emails, including spam filters, allow You to receive emails from us; and
   4. Making sure that You register the correct contact details with us and that You tell us promptly if those contact details change.
9. You agree that We are not responsible if You fail to read and act on any messages 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**

1. 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.
2. 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
3. English will be the language for all communications between the Parties.
4. In all notices We will include the unique reference number allocated to You when We receive Your CAZ Incentive Application.
5. We reserve the right to end Your entitlement to a CAZ incentive if any of the following occur:
   1. We have reasonable grounds to believe that You are no longer eligible for a CAZ Incentive (i.e. You are benefitting from an incentive to which You are no longer entitled 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.
6. You acknowledge that You cannot transfer Your CAZ Incentive to another vehicle.

**Checking information**

1. 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 incentive and/or any other information about Your vehicle for the purposes of determining eligibility of the CAZ Incentives.
2. We will send You an email requesting that information which You must provide by the date stated in that email.
3. 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.

**Data protection**

1. In line with our General Data Protection Regulation (GDPR) policy We will only request information that We require in order to process Your grant application.
2. The information You provide to us will be stored for a period of 6 years plus current, otherwise known as ‘6 years + 1’, and then deleted. For more information on how We will process Your data and Your rights please visit the following website page: ([t](https://birminghamcitycouncil-my.sharepoint.com/personal/khalina_begum_birmingham_gov_uk/Documents/Desktop/CAZ/t))
3. Eligibility for each CAZ Incentive are listed within these terms. If You do not meet these Eligibility Criteria the CAZ Incentive will not be granted, and You will be required to pay CAZ charges should You enter the zone in a vehicle that does not meet the emission standards.
4. If You wish to make a complaint about Your Application then please visit the below link and follow Birmingham City Council complaints procedure: (<https://www.birmingham.gov.uk/info/50172/comments_compliments_and_complaints>).

**Application and Eligibility Criteria**

1. 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. This information must be provided to us within 7 days of the date of request.
2. Applications will be allocated an application number based upon the date that Applicants submit their Application. The Grant Funding 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 the CAZ Incentive funding has been exhausted before the Applicant supplies that amendment or additional information, We will reject the Application.
3. An Applicant may submit one Application per Taxi or PHV and may be deemed to not be eligible if they have received a similar grant from the West Midlands Combined Authority.
4. 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.
5. If an Applicant reapplies, the Applicant must submit a completely new Application with all the required documents. The Applicant may not reapply within two months of having had an application rejected.
6. We will notify You of the acceptance or rejection of any application in writing using the email address provided in Your Application.

**Birmingham City Council Post-Approval Process**

1. Once We are satisfied that the Application meets these terms and conditions, We will send the You a Grant Approval Letter.
2. If You select to undertake a Retrofit Solution You have 28 days from the date of the Grant Approval Letter to make a booking to have a Retrofit Solution installed from an Approved Supplier. We may verify with an Approved Supplier that a booking is in place, and also once the solution has been installed. The Applicant gives Birmingham City Council permission to contact Approved Suppliers to gather such information about the Applicant to verify the validity of an Application.
3. We will not be liable for any costs, including the Grant Funding, if the Applicant undertakes a Retrofit Solution prior to the Applicant receiving the Grant Approval Letter.
4. Within four months from the date of the Grant Approval Letter the Applicant must undertake the installation of a Retrofit Solution using an Approved Supplier and within those four months must also notify Us in writing of the retrofit conversion having taken place to [cleanairtaxis@birmingham.gov.uk](mailto:cleanairtaxis@birmingham.gov.uk).
5. We may extend the time period specified in clause 34 for the Applicant to undertake a Retrofit Solution in exceptional circumstances. If the Applicant does not comply with any extended time periods set by Us, We will reject the Application and the Applicant will no longer be entitled to Grant Funding.
6. If the Applicant does not use an Approved Supplier, We will reject the Application and not pay any Grant Funding.

**Grant Funding**

1. The Grant Funding amount is subject to change at any time at Birmingham City Council’s discretion. Should the Grant Funding amount increase, an Applicant who is in receipt of a Grant Approval Letter or Grant Funding payment will not be entitled to any further payment. All Grant Funding payments or offers of Grant Funding are final except where We are entitled to withdraw Grant Funding in accordance with these terms and conditions. Similarly, if Grant Funding is reduced or withheld, We reserve the right to stop further payments being made to You during the term of this agreement.
   1. Payment will be made by cheque and sent to the address provided by an Applicant in their Application.
   2. An Applicant must promptly repay (and no later than 14 days) any money incorrectly paid either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where the Grant Funding has been paid in error before all conditions attached to the Grant Funding have been complied with by the Applicant.
   3. The frequency of payment of the Grant Funding will be made in accordance with the provisions of Schedule 1 and Schedule 2 and will depend on the CAZ Incentive that the Applicant has applied for.

**The Applicant’s Obligations**

1. The Applicant warrants that:
   1. All information provided as part of the Application is accurate and complete and it may be 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 Taxi or PHV being sold or ownership of the Taxi or PHV being transferred to a family member, related entity or third party.
2. 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.
3. Where the You are Registered Keeper but not the legal owner, the 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.
4. Only one amount of Grant Funding may be granted per Taxi or PHV regardless of changes of ownership

**Rejection of the Application**

1. We may reject an Application if You do not:
   1. Book an appointment for a Retrofit Solution with an Approved Supplier within 28 days from the formal date that You Application is approved;
   2. Provide any required information within 14 days of Us requesting it;
   3. Complete the Retrofit Solution with an Approved Supplier or purchase a CAZ Compliant Vehicle within four months of the formal date that Your Application is approved; and/or
   4. Comply with the terms and conditions of this Application.
2. Without prejudice to The Council’s other rights and remedies, the Council may at its absolute discretion reduce, suspend or withhold the Grant Funding or require all or part of the Grant Funding to be repaid by You if any of the circumstances in Clause 44 arise.
3. 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 the Grant Funding and may bring legal proceedings against the legal owner and/or Registered Keeper and/or revoke the Taxi Vehicle Licence or PHV Licence of the Taxi or PHV in Your Application.
4. You must repay to the Council any Grant Funding which (in Birmingham City Council’s opinion) has been incorrectly paid within 28 days of Birmingham City Council notifying You to do so.
5. Where We reject an Application, the Applicant may reapply in respect of the same Taxi or PHV Incentive by submitting a new application though not within two calendar months.

**Liability**

1. 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 Incentive scheme. This clause applies whether or not the Application is successful.
2. 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 Taxi or PHV including ongoing operating or maintenance costs.

**Records and Evidence**

1. You will keep accurate records of any documents submitted to Us in relation to Your Application and evidence of receipt of the Grant Funding received from Us.
2. You will respond promptly to all reasonable requests for assistance from Us to enable compliance with all applicable statutory requirements.

**State Aid**

1. Where applicable Grant Funding 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. The Grant Funding will only be payable as against incurred eligible costs and up to the maximum applicable aid intensity level as against such costs.
2. In accepting the Grant Funding, 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.
3. If the Applicant is in breach of Clause 52 above, or the provision of the Grant Funding 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 Grant Funding, or require all or part of the Grant Funding (together with applicable interest as provided for under the State Aid Rules) to be repaid by the Applicant.
4. If the Council requires any part of the Grant Funding to be repaid in accordance with clause 52 above, the legal owner will repay the required sum and applicable interest within 28 days of a request by the Council.

**Data Protection**

1. The Council will comply with all its obligations under the Data Protection Legislation and will only process the Personal Data of the Applicant, legal owner and Registered Keeper to administer the CAZ Incentive scheme including for the purposes of assessing eligibility for the scheme, and if successful, paying the Grant Funding.
2. The Council may share and receive the Personal Data of the Applicant, legal owner and Registered Keeper with an Approved Supplier for the purposes of verifying the details of the Euro emission standard of the Taxi and to confirm a booking for a Retrofit Solution has been made or that a Retrofit Solution has taken place. The amount of Personal Data shared will be limited to the minimum necessary.
3. 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 to other grant schemes that are available from the West Midlands Combined Authority and where an Applicant may be deemed ineligible for a CAZ incentive on the basis of having already received grant funding from such schemes.

**Governing Law**

1. This Agreement will be governed by and construed in accordance with the laws of England and Wales.
2. 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**

1. 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.
2. 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.
3. 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**

1. 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 - CAZ Taxi Incentives**

1. This schedule details the two options that collectively comprise the CAZ Taxi Incentives. These terms and conditions apply to the CAZ Taxi Incentives only but should be read in conjunction with the general terms and conditions in this agreement.

**Description of the Options**

1. CAZ Taxi Incentive Option 1 (Taxi Option 1) is a grant of up to £5,000 towards the costs of a clean vehicle retrofit accreditation scheme (CVRAS) approved retrofit. The Council will provide Grant Funding of up to £5,000 towards the installation of CVRAS accredited retrofit technology, if You are deemed eligible for the funding. Vehicles retrofitted with technology that does not meet the requirements of this CAZ Incentive scheme will not be eligible for funding.
2. CAZ Taxi Incentive Option 2 (Taxi Option 2) is a grant of up to £5,000 towards the running costs of an ultra-low emission vehicle (ULEV) Taxi. The Council will provide Grant Funding of up to £5,000 as a contribution to the operating expenses of a Birmingham licensed electric or ULEV Taxi. This funding will consist of four annual payments of up to £1,250 each, or eight six-monthly payments of up to £625 each, which could be used to cover costs such as electric charging, insurance, servicing and ranking fees if You are deemed eligible. Ongoing eligibility will be assessed following the production of suitable evidence by You at each payment interval.

**Evidence of Eligibility**

1. In order to be eligible for Taxi Options 1 and 2 You must meet the following Eligibility Criteria:
   1. You must be licensed by Birmingham City Council to operate a Taxi and have been since 10th September 2018.
   2. You must be the Registered Keeper and driver of a Non-Compliant Taxi and be the legal owner or have permission from the legal owner to apply.
2. In order to prove Your eligibility for the CAZ Incentive You will need to provide the pieces of evidence detailed in Clauses 6 and 7.
3. Proof of ownership of a non-compliant Taxi which can be evidenced through:
   1. The production of an image or a suitable copy of the vehicle’s V5C
   2. The production of an image or a suitable copy of the vehicle’s license plate
   3. Acceptance of these terms and conditions (in accordance with paragraph 1).
4. Proof of Your holding a Birmingham City Council Taxi licence can be evidenced through:
   1. The production of a suitable image or copy of Your license badge
   2. The production of a suitable image or copy of any previous license badges You have held between the date of application and the 10th September 2018 inclusive

And;

**In relation to Taxi Option 1**

1. You will also need to produce further evidence once it is available to You as detailed in Clauses 9 and 10.
2. Proof of Your having a retrofit appointment booked:
   1. The production of a suitable letter or order confirmation including Your vehicle details from a CVRAS approved retrofit provider.
3. Proof of Your having had a Retrofit Solution installed:
   1. The production of a suitable document confirming that the retrofit has taken place
   2. The production of a receipt detailing the total cost of the Retrofit Solution including Your vehicle details.
4. We will make a single payment of the cost of the retrofit installation (up to a maximum value of £5,000 against the pre-VAT cost).
5. After the technology is installed, You must comply with the operating requirements (e.g. Adblue refill) of the vehicle.
6. You will be responsible for VAT payment for the retrofit of Your vehicle.
7. If You are found to be operating the vehicle in a way that does not comply with the manufacturer’s requirements, the Council reserves the right to reclaim the grant.
8. If Your vehicle is not eligible for retrofit technology, You can still purchase a vehicle that is eligible and carry out the retrofit on this vehicle but this cost will not be considered when determining the grant amount.
9. You also have the option to purchase a vehicle that is already retrofitted, provided it has not already received a grant from Birmingham City Council or another local government authority. You will need to provide evidence of the original cost of the retrofit and that it is CVRAS accredited.
10. If You had CVRAS accredited retrofit technology fitted to Your vehicle after 10 September 2018 You will still be able to apply for the grant. To qualify for the grant You will need to provide suitable evidence that the Retrofit Solution is CVRAS accredited.

Or;

**In relation to Taxi Option 2**

1. You will also need to produce further evidence once it is available to You as detailed in Clauses 19 and 20.
2. Proof of Your having purchased a Compliant Vehicle and licensed it with Birmingham City Council through:
   1. The production of an image or a suitable copy of the vehicle’s V5C
   2. The production of an image or a suitable copy of the vehicle’s license plate
   3. The production of a receipt of purchase or details of a long-term lease including the vehicle’s details.
   4. The production of a suitable image or suitable copy of Your license badge
3. Proof of running expenses on an annual basis:
   1. Receipts for payments related to running costs detailed within Table 1, within the corresponding annual claim limits set out in Table 1.

**Table 1**

|  |  |
| --- | --- |
| Operating Expense | Annual Claim Limit |
| Insurance | Up to £700.00 |
| Vehicle maintenance | Up to £ 150.00 |
| Taxi rank access payments\* | Up to £ 100.00 |
| Licensing fees | Up to £100.00 (149 p/a) |
| Vehicle electricity costs | Up to £100.00 (196 p/a) |
| Home charging point (inc. installation fees & government grants) | Up to £100.00 (full installation is £1k of which OLEV contributes £500, Energy Saving Trust contributes £300) |

1. Before each annual payment, You must provide evidence that You are still in possession of the vehicle and of any running costs incurred which total the amount You are claiming.
2. If You have already purchased, or have a lease in place for, an electric or ULEV Taxi You are still able to apply with suitable evidence for this grant. This only applies for purchases or leases after 10 September 2018.

**Schedule 2 – CAZ PHV Incentives**

1. This schedule details the three options that collectively comprise the CAZ PHV Incentives. These terms and conditions apply to the CAZ PHV Incentives only but should be read in conjunction with the general terms and conditions in this Agreement.

**Description of the Schemes**

1. CAZ PHV Incentive Option 1 (PHV Option 1) is a grant of up to £1,000 towards the purchase costs or long-term lease of a Compliant Vehicle which meets the minimum standards required of a Euro 4 or Euro 6 vehicle. The Council will provide Grant Funding of up to £1,000 towards the purchase costs of the vehicle, if You are deemed eligible for the funding.
2. CAZ PHV Incentive Option 2 (PHV Option 2) is a grant of up to £2,000 towards the purchase costs or long-term lease of a Compliant Vehicle which is a hybrid-electric or plug-in hybrid electric vehicle that is not eligible for the government’s plug-in grant. The Council will provide Grant Funding of up to £2,000, if You are deemed eligible for the funding.
3. CAZ PHV Incentive Option 3 (PHV Option 3) is a grant of up to £2,500 towards the operating expenses of a fully electric or long-range plug in hybrid vehicle which is eligible for the government’s plug-in grant. The Council will provide Grant Funding of up to £2,500 towards the operating costs, if You are deemed eligible for the funding. This funding will consist of two annual payments of up to £1,250 each, or four six-monthly payments of up to £625 each, which could be used to cover costs such as electric charging, insurance, servicing and ranking fees if You are deemed eligible. Ongoing eligibility will be assessed following the production of suitable evidence by You at each payment interval.

**Evidence of Eligibility**

1. In order to be eligible for PHV Options 1, 2 and 3 You must meet the following Eligibility Criteria:
   1. You must be licensed by Birmingham City Council to operate a PHV and have been since 10th September 2018.
   2. You must be the Registered Keeper and driver of a Non-Compliant PHV and be the legal owner or have permission from the legal owner to apply.
2. In order to prove Your eligibility for a CAZ Incentive You will need to provide additional evidence as detailed in Clauses 7 and 8 .
3. Proof of ownership of a Non-Compliant PHV which can be evidenced through:
   1. The production of an image or a suitable copy of the vehicle’s V5C
   2. The production of an image or a suitable copy of the vehicle’s license plate
   3. Acceptance of these terms and conditions (in accordance with paragraph 1).
4. Proof of Your holding a Birmingham City Council Taxi licence can be evidenced through:
   1. The production of a suitable image or copy of Your license badge
   2. The production of a suitable image or copy of any previous license badges You have held between the date of application and the 10th September 2018 inclusive

And;

**In relation to PHV Option 1**

1. You will also need to produce the following further evidence once it is available to You as detailed in Clause 10.
2. Proof of Your purchase or long-term lease of a compliant vehicle:
   1. The production of an image or a suitable copy of the vehicle’s V5C
   2. The production of an image or a suitable copy of the vehicle’s license plate
   3. The production of a receipt of purchase or details of a long-term lease including the vehicle’s details.
   4. The production of a suitable image or copy of Your license badge
3. We will make a single payment towards the cost of the purchase or long term lease up to a maximum value of £1,000 against the pre-VAT cost.
4. You will be responsible for VAT payment for the purchase or lease of Your vehicle.
5. If You are found to be operating the vehicle in a way that does not comply with the requirements, the Council reserves the right to reclaim the grant.

Or;

**In relation to PHV Option 2**

1. You will also need to produce the following further evidence once it is available to You as detailed in Clause 15.
2. Proof of Your purchase or long-term lease of a Compliant Vehicle which is a hybrid-electric or plug-in hybrid electric vehicle that is not eligible for the government’s plug-in grant through:
   1. The production of an image or a suitable copy of the vehicle’s V5C
   2. The production of an image or a suitable copy of the vehicle’s license plate
   3. The production of a receipt of purchase or details of a long-term lease including the vehicle’s details.
   4. The production of a suitable image or copy of Your license badge
3. We will make a single payment towards the cost of the purchase or long term lease up to a maximum value of up to £2,000 against the pre-VAT cost.
4. You will be responsible for VAT payment for the purchase or lease of Your vehicle.
5. If You are found to be operating the vehicle in a way that does not comply with the requirements, the Council reserves the right to reclaim the grant.

Or;

**In relation to PHV Option 3**

1. You will also need to produce the following further evidence once it is available to You as detailed in Clauses 20 and 21.
2. Proof of Your having purchased a fully electric or long range plug-in hybrid electric vehicle and licensed it with Birmingham City Council through:
   1. The production of an image or a suitable copy of the vehicle’s V5C
   2. The production of an image or a suitable copy of the vehicle’s license plate
   3. The production of a receipt of purchase or details of a long-term lease including the vehicle’s details.
   4. The production of a suitable image or copy of Your license badge
3. Proof of running expenses on an annual or six monthly basis:
   1. Receipts for payments related to running costs detailed within Table 2, within the corresponding annual claim limits set out in Table 2.

**Table 2**

|  |  |
| --- | --- |
| Operating Expense | Annual Claim Limit |
| Insurance | Up to £500.00 |
| Vehicle maintenance | Up to £ 100.00 |
| Licensing fees | Up to £100.00 (149 p/a) |
| Vehicle electricity costs | Up to £100.00 (196 p/a) |
| Home charging point (inc. installation fees & government grants) | Up to £100.00 (full installation is £1k of which OLEV contributes £500, Energy Saving Trust contributes £300 |

1. Before each annual payment, You must provide evidence that You are still in possession of the vehicle and of running costs incurred.
2. If You have already purchased, or have a lease in place for, a fully electric or long range plug-in hybrid electric vehicle You are still able to apply, with suitable evidence, for this grant. This only applies for purchases or leases after 10 September 2018.

**Annex 1 – Clean Air Zone Boundary Plan**

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Not to Scale