

Hackney carriage and private hire terms and conditions

These terms and conditions apply to all applications submitted to the council on or after 9 February 2021

between

1. Birmingham City Council of Council House, Victoria Square, Birmingham, B1 1BB (“the council”), and
2. “the applicant” as named in the application

Clean Air Zone Hackney Carriage and Private Hire Vehicle incentives: General terms and conditions

These terms and conditions apply to the Birmingham City Council (BCC) Clean Air Zone (CAZ) Hackney Carriage (HC) and Private Hire Vehicle (PHV) incentives. By applying to be considered for a HC or PHV Incentive the applicant agrees to the following terms and conditions.

Glossary of terms

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

- Agreement: a completed application submitted to Birmingham City Council
- Applicant: the person applying for grant funding under a CAZ Incentive scheme being either the legal owner or the Registered Keeper acting with the permission of the legal owner
- Application: 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
- Application form: the form to apply for grant funding to be completed by the applicant
- Approved Supplier: 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](#)
- Business day: any day from Monday to Friday (inclusive) which is not Christmas Day, New Year's Day, Good Friday or a statutory bank holiday
- CAZ incentive: either a CAZ HC incentive or a CAZ PHV incentive depending on an applicant’s chosen option in their application
- CAZ PHV incentive: 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 1
- CAZ HC incentive: a financial incentive provided for the purposes of reimbursing a Birmingham City Council registered HC driver in relation to the vehicle upgrade options set out in Schedule 2

- Clean Air Zone (CAZ): the area in Birmingham shown shaded yellow on the Clean Air Zone Plan, the [boundaries of which are defined in the map](#)
- Compliant vehicle: a vehicle which meets the standards required of a compliant vehicle for the purposes of a CAZ incentive 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: 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
- Driver licence: the document permitting a person to drive a motor vehicle
- Eligibility criteria: the criteria the applicant must successfully meet to the council's satisfaction to be eligible to participate in the CAZ Incentive scheme as set out in Schedules 1 and 2
- Euro 4: 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: the emissions limit values set out in Table 2 of Annex I to Commission Regulation 715/2007 of 20 June 2007
- Grant Approval Letter: the letter sent by the council to the applicant confirming the applicant is eligible for a CAZ HC incentive or CAZ PHV incentive in relation to this scheme and the process the applicant needs to follow to receive the grant funding
- Grant funding: any funding provided to an applicant in relation to a CAZ Incentive
- HC: a vehicle which is operated as a Hackney Carriage with a current Taxi Vehicle Licence
- HC Vehicle Licence: the one-year vehicle licence issued by the council in accordance with section 6 of the Metropolitan Public Carriage Act 1869
- Non-compliant vehicle: a vehicle which fails to meet or exceed the standards required of a compliant vehicle
- Parties: the council and the applicant and "party" means either of them
- Personal data: has the meaning given to it by Data Protection Legislation
- PHV: a vehicle which is operated as a Private Hire Vehicle with a valid PHV licence
- PHV licence: the vehicle licence issued by Birmingham City Council in accordance with section 48 of the Local Government (Miscellaneous Provisions) Act 1976
- Registered Keeper: the person named in section five of a vehicle's V5C Registration Document
- Retrofit solution: a system available from an approved supplier which, when installed in a non-compliant vehicle, improves the emissions of that non-compliant vehicle such that the vehicle emissions then meet those required of a compliant vehicle
- Subsidy Control Rules: all the obligations and rules relating to a subsidy or a potential subsidy provided by a public authority as detailed under the Subsidy Control Act 2022 and/or any statutory guidance, applicable judgement, court

order, statute, statutory instrument, regulation, directive or decision as may be applicable from time to time

- Ultra-Low Emission Vehicle (ULEV): a vehicle that emits less than 75g of carbon dioxide (CO₂) for every kilometre travelled
- V5C Registration Document: 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

Terms and conditions

1. By agreeing to these terms and conditions the applicant confirms that it has been granted permission by the legal owner(s) of any vehicles that are referenced in the application, to provide the details of those vehicles and claim funding in respect to those vehicles, in relation to any CAZ Incentive.
2. The applicant agrees that any information provided may be cross-referenced with other databases of information that the council holds, and namely the HC and PHV licensing database, such that the council may verify the information provided by the applicant and any changes to the vehicles referenced in an application against 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, the 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. The council reserves the right to change terms and conditions and will inform the applicant beforehand of any significant changes. The council will not contact the applicant about other changes to the terms and conditions that the council does not feel are significant.
6. If the council fails to enforce any of its rights under this Agreement, it does not mean the council 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. The applicant is responsible for:
 1. providing the council with correct and accurate information in order that the council can assess their application against the eligibility criteria and notifying the council of any changes to that information;
 2. reading, acting on and where required responding to all emails and letters the council sends to the applicant regarding an application;
 3. making sure that mailbox settings for emails, including spam filters, allow the receipt of emails from the council; and
 4. making sure that correct contact details are registered with the council and that the council is promptly informed if those contact details change.
9. The applicant agrees that the council is not responsible if the applicant fails to read and act upon any correspondence the council sends to the applicant.

10. The applicant agrees to receive communications related to this Agreement and an application from the council electronically.
11. The applicant agrees to not send the council 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

12. Any notice the council gives under this Agreement may be sent to the address provided in an application or through other correspondence and may include items sent via the post, by email, or any other electronic transmission.
13. A notice the council sends to an applicant 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 4:30pm, 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 the council will include the unique reference number allocated to each application.
16. The council reserves the right to end an applicant's entitlement to a CAZ Incentive if any of the following occur:
 1. the council has reasonable grounds to believe that the applicant is no longer eligible for a CAZ Incentive (i.e. the applicant is benefitting from an incentive to which they are no longer entitled as set out in these terms and conditions). In these circumstances the council will write to the applicant with the reasons for the decision.
 2. if an applicant has submitted a fraudulent application by providing false evidences and information.
17. The applicant acknowledges that a CAZ Incentive cannot be transferred to another person or applied to another vehicle not detailed in an application.

Checking information

18. At any time after the council receives an application for a CAZ Incentive including after an application has been accepted and/or after any payment has been made, the council may ask for proof of an applicant's eligibility for the incentive and/or any other information about vehicles referenced in an application for the purposes of determining eligibility of the CAZ incentives.
19. Where further information is required the council will make a written request for any such information and the applicant must provide that information to the council by the date stated in that request.
20. If as a result of checks of the information provided by the applicant the council decides that an application does not meet the eligibility criteria then the council will reject the application and notify the applicant accordingly.
21. Eligibility for each CAZ incentive is listed within these terms. If the applicant does not meet these eligibility criteria, the CAZ Incentive will not be granted

and the applicant may be required to pay CAZ charges should they enter the CAZ in a vehicle that does not meet the emission standards.

Application and eligibility criteria

22. Applications cannot be made on behalf of another person, who is not 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 the applicant to make the application. The council may require additional evidence from the Registered Keeper that the legal owner has given permission to submit an application before processing that application. The council may verify any information provided directly with the legal owner using information provided in the application, or information subsequently requested. Such information must be provided to the council within 7 days of the date of request.
23. Applications will be allocated an application number based on the date that applicants submit an application. The grant funding is allocated on a first-come, first-served basis. If the council requires any amendment to or further information on an application, the council will put an application on hold until the applicant supplies the amendment or further information and the council is satisfied with the application. If the CAZ Incentive funding has been exhausted before the applicant supplies that amendment or additional information, the council will reject the application.
24. An applicant may submit one application per HC or PHV and may be deemed to not be eligible if they have received a similar grant from the West Midlands Combined Authority.
25. Where appropriate, information in the application must be consistent across the council's licensing records, V5C Registration Document and other documents submitted to the council. The council will notify the applicant of any discrepancies that are identified 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 the council may reject the application.
26. If an applicant reapplies following a rejected application, the applicant must submit a completely new application with all the required documents. The applicant may not reapply within two weeks of having had an application rejected.
27. The council will notify the applicant of the acceptance or rejection of any application in writing using the email address provided in the application.

Birmingham City Council post-approval process

28. Once the council is satisfied that the application meets these terms and conditions, the applicant will be sent a Grant Approval Letter.
29. If the applicant selects to undertake a Retrofit Solution they have 14 days from the date of the Grant Approval Letter to make a booking to have a Retrofit Solution installed from an Approved Supplier. The council may verify with the Approved Supplier that a booking is in place, and also once the solution has been installed. The applicant gives the council permission to

- contact Approved Suppliers to gather such information about the applicant to verify the validity of an application.
30. The council 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.
 31. Within four months from the date of the Grant Approval Letter the applicant must undertake the installation of a Retrofit Solution, if that option is selected, using an Approved Supplier and within those four months must also notify the council in writing of the retrofit conversion having taken place by emailing: cleanairzonetaxis@birmingham.gov.uk and providing such evidence as is set out in Schedule 2.
 32. The council may extend the period specified in clause 31 for the applicant to undertake a Retrofit Solution in exceptional circumstances. If the applicant does not comply with any extended time periods set by the council the application may be rejected and no grant funding will be awarded.
 33. If the applicant does not use an Approved Supplier, the council will reject the application and no grant funding will be awarded.

Grant funding

34. The grant funding amount is subject to change at any time at the 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 the council are entitled to withdraw grant funding in accordance with this Agreement. Similarly, if grant funding is reduced or withheld, the council reserves the right to stop further payments being made to the applicant in accordance with this Agreement.
 1. Payment will be made via BACS payment transferred directly into the account provided by the applicant in their application.
 2. The 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 selects in their application.

The applicant's obligations

35. The applicant warrants that:
 1. all information provided as part of the application is accurate and complete and it may be relied upon by the council for the purposes of assessing an application;
 2. the applicant will inform the council if any part of the information is no longer correct within seven days of such information no longer being correct; and

3. the applicant will inform the council within seven days of the HC or PHV referenced in the applications being sold or ownership of that HC or PHV being transferred to a family member, related entity or third party.
36. Where the applicant is the legal owner, the applicant warrants that it has:
 1. full capacity and authority to enter into this Agreement; and
 2. obtained authority from the Registered Keeper where applicable.
37. Where the applicant is the Registered Keeper but not the legal owner, the applicant warrants that it:
 1. has full capacity and authority to enter into this Agreement;
 2. has obtained written and signed authority from the legal owner; and
 3. will do everything possible to ensure the legal owner complies with any relevant obligations in this Agreement.

Rejection of the application

38. The council may reject an application if the applicant does not:
 1. book an appointment for a Retrofit Solution, if selected, with an Approved Supplier within 14 days from the formal date that an application is approved;
 2. provide any required information within 14 days of the council requesting it;
 3. complete the Retrofit Solution, if selected, with an Approved Supplier or purchase a CAZ compliant vehicle, if selected, within four months of the date that an application is approved; and/or
 4. comply with the terms and conditions of this Agreement.
39. 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 the applicant if any of the circumstances in Clause 41 arise.
40. Where the council finds that the applicant is in breach of this Agreement, including, (but not limited to), fraudulent or inaccurate applications, the council may seek recovery of the grant funding and may bring legal proceedings against the legal owner and/or Registered Keeper and/or revoke the HC Vehicle Licence or PHV Licence of the HC or PHV referenced in the application.
41. The applicant must repay to the council any grant funding which (in the council's opinion) has been incorrectly paid within 28 days of the council notifying the applicant to do so.
42. Where the council rejects an application, the applicant may reapply in respect of the same HC or PHV Incentive by submitting a new application though not within two weeks of the rejection.

Liability

43. The council is not responsible to the applicant or any other party whatsoever for (including but not limited to) any losses, costs, claims, damages, demands, expenses, liabilities, proceedings or judgments resulting directly or indirectly from participation in the CAZ Incentive scheme. This clause applies whether

or not the application is successful or in the event of withdrawal of the grant funding in accordance with these terms and conditions.

44. The council 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 HC or PHV referenced in the application including ongoing operating or maintenance costs.
45. Subject to clauses 44 and 45, the council's liability under this Agreement is limited to the payment of the grant funding.

Records and evidence

46. The applicant will keep accurate records of any documents submitted to the council in relation to the application and evidence of receipt of the grant funding received from the council.
47. The applicant will respond promptly to all reasonable requests for assistance from the council to enable compliance with all applicable statutory requirements.

Subsidy Control Act 2022

48. Grant funding will be subject to the Subsidy Control Rules. The grant funding will only be payable as against incurred eligible costs and up to the maximum subsidy threshold as permitted by the Subsidy Control Rules, taking into account current received subsidies upon deduction, as against such costs.
49. In accepting the grant funding, the applicant will comply with the Subsidy Control Rules and fully cooperate with the council concerning any procedures in relation to the Subsidy Control Rules.
50. If the applicant is in breach of Clause 50, or the provision of the grant funding itself is deemed (by an appropriate authority) to breach the Subsidy Control 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 Subsidy Control Rules) to be repaid by the applicant.
51. If the council requires any part of the grant funding to be repaid in accordance with clause 50, the legal owner will repay the required sum and applicable interest within 28 days of a request by the council.

Data protection

52. 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 CAZ Incentive scheme including for the purposes of assessing eligibility for the scheme, and if successful, paying the grant funding.
53. 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 Euro emission standard of the HC 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.

54. 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.
55. In line with the council's General Data Protection Regulation (GDPR) policy, the council will only request information that the council requires in order to process the application.
56. The information provided by the applicant to the council will be stored for a period of 6 years plus current, otherwise known as '6 years + 1', and then deleted. Read more information on [how the council will process data and the applicant's rights](#).
57. If the applicant wishes to make a complaint in relation to the handling of an application, they can do so using the [council's complaints procedure](#).

Governing law

58. This Agreement will be governed by and construed in accordance with the laws of England and Wales.
59. 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.
60. 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.
61. 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.
62. 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

63. Says 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 PHV incentives

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 scheme A: a grant of up to £1,000 for eligible applicants 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.
2. CAZ PHV incentive scheme B: a grant of up to £2,000 for eligible applicants 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.
3. CAZ PHV incentive scheme C: a grant of up to £10,000 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. This grant will consist of two annual payments of up to £5,000 each, which could be used to cover costs such as electric charging, insurance, servicing and ranking fees. Ongoing eligibility will be assessed following the production of suitable evidence by the applicant at each payment interval.

Evidence of eligibility

1. In order to be eligible for PHV Schemes A, B and C, the applicant must:
 - a. be licensed by the council to operate a PHV and have been since 10 September 2018
 - b. 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

Evidence of documents - PHV scheme A

1. The applicant shall provide proof to the council proof of purchase or a long-term lease of a compliant vehicle by submitting all of the following:
 - a. Copy of the full V5C document
 - b. Email confirmation from Birmingham City Council Licensing or a copy of an up-to-date PHV Licence. The Licence must have a minimum of 3 months remaining from date of expiry. BCC Licensing Team email (licensing@birmingham.gov.uk)
 - c. Invoice of purchase or copy of lease agreement including the vehicle's details.
 - d. Copy of the applicant's Driver's Licence
 - e. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).
2. The applicant shall provide to the council proof of ownership of the non-compliant vehicle by submitting all of the following:

- a. Copy of the full V5C document or VQ7. This is a 2-page document which confirms the dates that you were the registered keeper of the previous vehicle. Further information and contact details for the DVLA [can be found on their website](#)
- b. Copy of the PHV Licence covering the period of 10 September 2018. In the absence of this, email confirmation from Birmingham City Council Licensing. (licensing@birmingham.gov.uk)
- c. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate)
3. The council will make a single payment towards the cost of the purchase or lease up to a maximum value of £1,000 against the pre-VAT cost.
4. The applicant will be responsible for the VAT payment for the purchase or lease of a vehicle.
5. If the applicant is found to be operating the vehicle in a way that does not comply with the requirements (i.e. not as a PHV), the council reserves the right to reclaim the grant funding.
6. If the applicant has already purchased, or has a lease in place for a compliant vehicle which is a hybrid-electric or plug-in hybrid electric vehicle the applicant may still be able to apply, with suitable evidence, for this grant. This only applies for purchase or lease after 10 September 2018.

Evidence of documents - PHV scheme B

1. The applicant shall provide to the council proof of purchase or 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 by submitting all of the following:
 - a. Copy of the full V5C document
 - b. Email confirmation from Birmingham City Council Licensing or a copy of an up-to-date PHV Licence. The certificate must have a minimum of three months remaining from date of expiry. BCC Licensing Team email (licensing@birmingham.gov.uk)
 - c. Invoice of purchase or copy of lease agreement including the vehicle's details.
 - d. Copy of the applicant's Driver's Licence
 - e. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).
2. The applicant shall provide to the council proof of ownership of the non-compliant vehicle by submitting all of the following:
 - a. copy of the full V5C or VQ7. This is a 2-page document which confirms the dates that you were the registered keeper of the previous vehicle. Further information and contact details for the DVLA [can be found on their website](#)
 - b. copy of the PHV Licence covering the period of 10 September 2018. In the absence of this, email confirmation from Birmingham City Council Licensing. (licensing@birmingham.gov.uk)
 - c. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).
3. The council will make a single payment towards the cost of the purchase or lease up to a maximum value of £2,000 against the pre-VAT cost.

4. The applicant will be responsible for the VAT payment for the purchase or lease of a vehicle.
5. If the applicant is found to be operating the vehicle in a way that does not comply with the requirements (that is. not as a PHV), the council reserves the right to reclaim the grant funding
6. If the applicant has already purchased, or has a lease in place for a compliant vehicle which is a hybrid-electric or plug-in hybrid electric vehicle the applicant may still be able to apply, with suitable evidence, for this grant. This only applies for purchase or lease after 10 September 2018.

Evidence of documents - PHV scheme C

1. The applicant shall provide to the council proof of having purchased a fully electric or long-range plug-in hybrid electric vehicle by submitting all of the following:
 - a. copy of the full V5C
 - b. Email confirmation from Birmingham City Council Licensing or a copy of an up-to-date PHV Licence. The certificate must have a minimum of 3 months remaining from date of expiry. BCC Licensing Team email (licensing@birmingham.gov.uk)
 - c. Invoice of purchase or copy of lease agreement including the vehicle's details.
 - d. Copy of the Applicant's Driver Licence
 - e. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).
2. The applicant shall provide to the council proof of ownership of the non-compliant vehicle by submitting all of the following:
 - a. copy of the full V5C or VQ7. This is a 2-page document which confirms the dates that you were the registered keeper of the previous vehicle. Further information and contact details for the DVLA [can be found on their website](#)
 - b. copy of the PHV Licence covering the period of 10 September 2018. In the absence of this, email confirmation from Birmingham City Council Licensing. (licensing@birmingham.gov.uk)
 - c. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).
3. The applicant shall provide to the council proof of running expenses on an annual basis by submitting receipts of payments relating to running costs detailed within Table 1 below.

Operating Expense	Annual Claim Limit
Insurance	Up to £1,500
Vehicle maintenance	Up to £1,500
Licensing fees	Up to £700
Vehicle electricity costs (EV charge points only)	Up to £1,300

4. Before each annual payment the applicant must provide evidence that they are still in possession of the vehicle and the running costs must total to the amount claimed.
5. If the applicant has already purchased, or currently a lease is in place for a fully electric or long-range plug-in hybrid electric vehicle, they may still be able to apply with suitable evidence for this grant. This only applies for purchase or lease after 10 September 2018.

Schedule 2 - CAZ HC incentive

This schedule details the three options that collectively comprise the CAZ HC incentives. These terms and conditions apply to the CAZ HC incentives - but should be read in conjunction with the General Terms and Conditions in this Agreement.

Description of the schemes

1. CAZ HC incentive scheme D is a grant of up to £5,000 towards the costs of a clean vehicle retrofit accreditation scheme (CVRAS) approved Retrofit Solution. The council will provide grant funding of up to £5,000 towards the installation of CVRAS-accredited retrofit technology, if the Applicant is 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 HC incentive scheme E is a grant of up to £10,000 towards the running costs of an ultra-low emission vehicle (ULEV) HC. The council will provide grant funding of up to £10,000 as a contribution towards the operating expenses of a Birmingham-licensed electric or ULEV HC. This funding will consist of two annual payments of up to £5,000 each which can 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. This funding is only available to new applications (Existing applicants will continue to receive total up to £5,000 over four annual payments of £1,250).
3. CAZ HC incentive scheme F is a grant of up to £5,000 towards the purchase or lease of a compliant HC for an eligible applicant.

Evidence of eligibility

In order to be eligible for Taxi Options D, E and F the applicant must meet the following eligibility criteria:

- a. The applicant must be licensed by Birmingham City Council to operate an HC and have been since 10 September 2018.
- b. The applicant must be the Registered Keeper and driver of a non-compliant HC and be the legal owner or have permission from the legal owner to apply.

Evidence of documents - HC scheme D

1. For the Retrofit Solution, the applicant must provide all of the following:
 - a. Copy of the full V5C document
 - b. Email confirmation from Birmingham City Council Licensing or a copy of an up-to-date HC licence. The certificate must have a minimum of 3 months remaining from date of expiry. BCC Licensing Team email (licensing@birmingham.gov.uk)
 - c. Invoice of purchase or copy of lease agreement including the vehicle's details.
 - d. Copy of the Applicant's Driver Licence

- e. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).
2. The applicant shall provide to the council proof of ownership of the non-compliant vehicle by submitting all of the following:
 - a. Copy of the full V5C or VQ7. This is a 2-page document which confirms the dates that you were the registered keeper of the previous vehicle. Further information and contact details for the DVLA can be found on the [DVLA website](#).
 - b. Copy of the HC Licence covering the period of 10 September 2018. In the absence of this, email confirmation from Birmingham City Council Licensing. (licensing@birmingham.gov.uk)
 - c. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).
3. A retrofit appointment booked for the vehicle referenced in the Application. A letter or an order confirmation including the vehicle details from a CVRAS-approved retrofit provider.
 - a. Proof of the applicant having had a Retrofit Solution installed in a vehicle referenced in the Application form, CVRAS Vehicle Installation Certificate, which confirms retrofit has taken place.
 - b. The production of a receipt detailing the total cost of the Retrofit Solution including the vehicle's details.
4. The council will make a single payment towards 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, the applicant must comply with the operating and maintenance requirements (such as Adblue refill) of the Retrofit Solution.
6. The applicant is responsible for VAT payments for the retrofit of a vehicle.
7. If the applicant is 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 funding.
8. The applicant also has the option to purchase a vehicle that is already retrofitted, provided it has not already been used by another to secure grant funding from the council or another local government authority. The applicant will need to provide evidence of the original cost of the retrofit and that it is CVRAS-accredited Retrofit Solution.
9. If the applicant had CVRAS-accredited retrofit technology fitted to a vehicle after 10 September 2018 they may still be able to apply for the grant. To qualify for the grant, the applicant will need to provide suitable evidence of the Retrofit Solution.

Evidence of documents - HC scheme E

1. The applicant shall provide to the council proof of the applicant having purchased a ULEV or licensed it with the council by submitting all of the following:
 - a. Copy of the full V5C document
 - b. Email confirmation from Birmingham City Council Licensing or a copy of an up-to-date HC Licence. The certificate must have a minimum of 3 months remaining from date of expiry. BCC Licensing Team email (licensing@birmingham.gov.uk)

- c. Invoice of purchase or copy of lease agreement including the vehicle's details.
 - d. Copy of the applicant's Driver's Licence
 - e. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).
2. The applicant shall provide to the council proof of ownership of the non-compliant vehicle by submitting all of the following:
 - a. Copy of the full V5C or VQ7. This is a 2-page document which confirms the dates that you were the registered keeper of the previous vehicle. Further information and contact details for the DVLA can be found on the [DVLA website](#).
 - b. Copy of the HC Licence covering the period of 10 September 2018. In the absence of this, email confirmation from Birmingham City Council Licensing. (licensing@birmingham.gov.uk)
 - c. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).
3. The applicant shall provide to the council proof of running expenses on an annual basis by submitting receipts of payments relating to running costs detailed within Table 2 below.

Operating Expense	Annual Claim Limit
Insurance	Up to £1,500
Vehicle maintenance	Up to £1,500
Licensing fees	Up to £700
Vehicle electricity costs (EV charge points only)	Up to £1,300

4. The first instalment of £5,000 grant payment will be made twelve months following the application or the purchase, whichever is the earliest.
5. Before each annual payment, the applicant must provide evidence that they are still in possession of the vehicle and the running costs must total to the amount claimed.
6. If the applicant has already purchased or has a lease in place for, an electric or ULEV HC they are still able to apply with suitable evidence for this grant. This only applies for purchases or leases after 10 September 2018.

Evidence of documents - HC scheme F

1. The applicant shall provide to the council proof of purchase or lease for a compliant HC by submission of all of the following:
 - a. Copy of the full V5C document
 - b. Email confirmation from Birmingham City Council Licensing or a copy of an up-to-date HC Licence. The certificate must have a minimum of 3 months remaining from date of expiry. BCC Licensing Team email (licensing@birmingham.gov.uk)
 - c. Invoice of purchase or copy of lease agreement including the vehicle's details.
 - d. Copy of the applicant's Driver's Licence
 - e. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).

2. The applicant shall provide to the council proof of ownership of the non-compliant vehicle by submitting all of the following:
 - a. Copy of the full V5C or VQ7. This is a 2-page document which confirms the dates that you were the registered keeper of the previous vehicle. Further information and contact details for the DVLA [can be found on the DVLA website](#)
 - b. Copy of the HC Licence covering the period of 10 September 2018. In the absence of this, email confirmation from Birmingham City Council Licensing. (licensing@birmingham.gov.uk)
 - c. If the vehicle registration is private number, applicant to provide copy of eV948 certificate (Electronic number plate authorisation certificate).
3. The council will make a single payment towards the cost of the purchase or lease up to a maximum value of £5,000 against the pre-VAT cost.
4. The applicant will be responsible for VAT payments for the purchase or lease of the vehicle.
5. If the applicant has already purchased, or has a long-term lease in place for, a compliant vehicle they may still be able to apply, with suitable evidence, for this grant. This only applies for purchases or leases after 10 September 2018.