

## Scrappage Scheme

### Terms and Conditions

**Please read the terms and conditions of this Agreement carefully. These terms set out the eligibility checks, your obligations, payment, State aid considerations and other important information.**

- A. The terms and conditions set out in this Agreement apply to the scrappage Scheme provided by TfL. The terms and conditions are between TfL and the Recipient. TfL reserves the right to make changes to this Agreement from time to time.
- B. The Scheme was launched by the Mayor of London to help tackle London's air quality crisis. The Scheme is open to Recipients that meet the Initial Eligibility Checks.
- C. The Scheme will run while funding is in place and Applications will be accepted for assessment. The total available funding may increase and decrease at the discretion of TfL. No commitment is made around the duration of the funding term or the total funding available. TfL at its sole discretion may review the operation of the Scheme and make changes as it deems necessary.

1. In this Agreement the following words have the meaning set out below:

**Agreement** means this agreement including the schedules and any documents referred to in this Agreement;

**Application** means the application form and evidence submitted by the Recipient to TfL;

**Authorised Treatment Facility** means authorised facilities where a Recipient's Vehicle(s) are destroyed. Details of such Authorised Treatment Facilities can be found at <https://environment.data.gov.uk/public-register/view/search-ely>;

**Auto Pay Service** means the TfL payment service which automatically records the number of charging days a vehicle travels within the CCZ and ULEZ each month and TfL automatically debits payments from the customer's registered payment method;

**CCZ** means the Congestion Charge Zone as further set out in <https://tfl.gov.uk/modes/driving/congestion-charge> ;

**Certificate of Destruction** means the certificate provided by an Authorised Treatment Facility to the Recipient to confirm the Vehicle(s) have been destroyed;

**Charity** means an entity registered with the Charity Commission;

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

**De Minimis Aid** means the ceiling of two hundred thousand euros (€200,000) of financial assistance provided under the Commission Regulation (EC) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty of the Functioning of the European Union to de minimis aid (OJ L352) and any amended or re-enactment from time to time or any national replacement for such legislation to a Recipient as further described in Clause 15 and Schedule 3 to this Agreement over a three fiscal year period;

**Electric Vehicle** means a vehicle with an original specification of being powered only by a battery charged from the electricity grid;

**Eligibility Confirmation Letter** means the letter sent by TfL to the Recipient confirming the Recipient has satisfied the Initial Eligibility Checks and sets out the Secondary Eligibility Checks the Recipient must satisfy to be eligible for a Grant Payment;

**Eligible Replacement Vehicle(s)** means a new or second hand ULEZ compliant vehicle or Electric Vehicle purchased, hired or leased by the Recipient;

**FOI Legislation** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them or any national replacement for such legislation; and any guidance issue by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

**Grant Payment** means the financial payment paid to the Recipient by TfL in accordance with this Agreement;

**Grant Payment Option 1** means the payment option relating to scrapping a Vehicle as described in Schedule 1;

**Grant Payment Option 2** means the payment option relating to scrapping a Vehicle and either purchasing, leasing or hiring a ULEZ compliant vehicle;

**Grant Payment Option 3** means the payment option relating to Electric Vehicle(s) which the Recipient has chosen as set out in Schedule 1;

**Greater London** means the London Boroughs and City of London as defined by Greater London Authority at <https://www.gov.uk/find-local-council> ;

**Information** means information recorded in any form held by TfL or by the Recipient on behalf of TfL;

**Information Request** means a request for any Information under the FOI Legislation;

**Initial Eligibility Checks** means the initial checks the Recipient must successful meet to be eligible to participate in this Scheme as set out in Schedule 1;

**LRUC Account** means the London Road User Charging account a Recipient is required to have to submit and manage their Application;

**Microbusiness** means a business as described in Schedule 1;

**Minibus** means the Recipient's Vehicle as described in Schedule 1;

**Organisation** means either the Microbusiness, Sole Trader, Small Business or Charity applying to this Scheme;

**Proof of Evidence** means the documents to be provided to TfL by the Recipient in relation to the Eligible Replacement Vehicle(s) as further described in paragraph 2 of Schedule 2;

**Recipient** means the Organisation submitting as application to TfL;

**Refund Period** means a three (3) consecutive calendar months period which commences from the date of the Application when the Recipient is eligible for a refund from the ULEZ Charges as further set out in Clause 7;

**Retention Period** means a period of at least six years which the Recipient is required to keep all relevant documents relating to the Grant Payment in accordance with Clause 14.2;

**Scheme** means the Scrappage Scheme as further detailed on the TfL website- [www.tfl.gov.uk/scrappage-scheme](http://www.tfl.gov.uk/scrappage-scheme) ;

**Scrap or Scrapped** means the Recipient's Vehicle(s) which are destroyed at the Authorised Treatment Facility;

**Secondary Eligibility Checks** means the documentary evidence the Recipient must provide as set out in Schedule 2;

**Sole Trader** means a self-employed person which owns and operates a business as an individual. There is no legal distinction between the owner and the business;

**Small Business** means a business as described in Schedule 1;

**TfL** means Transport for London;

**Van** means the Recipient's Vehicle as described in Schedule 1;

**V5C Registration Document**, also known as the vehicle log book containing the details of a Vehicle(s) or Eligible Replacement Vehicle(s);

**Vehicle(s)** means the Recipient's non-ULEZ compliant Van or Minibus which is being Scrapped as part of the Application;

**ULEZ** means the Ultra Low Emission Zone and further details can be found on the TfL website [www.tfl.gov.uk/ulez](http://www.tfl.gov.uk/ulez) ;

**ULEZ Charges** means the charges that any driver who enters the ULEZ is subject to unless their vehicle meets certain emission standards as detailed at [www.tfl.gov.uk/ulez](http://www.tfl.gov.uk/ulez); and

**Working Days** means any day excluding Saturdays, Sundays or public or bank holidays in England.

## **2. Eligibility Checks**

2.1 The Recipient must have:

- a. completed and signed the Application form which must have been received by TfL;
- b. satisfied the Initial Eligibility Checks as set out in Schedule 1 and received an Eligibility Confirmation Letter from TfL; and
- c. complied with the Secondary Eligibility Checks to the satisfaction of TfL to be eligible to receive a Grant Payment.

- 2.2 Once TfL has received the Application from the Recipient, the Application will be assessed to ensure it meets the Initial Eligibility Checks. TfL will confirm to the Recipient in writing by sending an Eligibility Confirmation Letter if they have satisfied the Initial Eligibility Checks.
- 2.3 TfL may request additional documentation from the Recipient to ensure the Recipient meets the Initial Eligibility Checks and/or Secondary Eligibility Checks to TfL's satisfaction. The Recipient shall use reasonable endeavours to respond within ten Working Days of TfL requesting such information.
- 2.4 The Recipient can submit only one Application containing the maximum of three (3) Vehicles and shall not be awarded a Grant Payment of more than £28,500 in aggregate. No further Applications will be accepted unless the Recipient either; (i) withdraws the original Application prior to the Vehicle(s) being Scrapped in accordance with Clauses 3.1 and 3.2 and commences the full process again; or (ii) as permitted by TfL, the Recipient submits a new Application if the first Application is rejected. This relates to Grant Payment Option 1 only.

### **3. Application**

- 3.1 The Recipient may not amend their Application once it has been submitted to TfL. If the Recipient wishes to amend their Application, they must withdraw their Application in accordance with Clause 3.2. The Application cannot be amended once a Grant Payment has been made.
- 3.2 A Recipient may withdraw their Application at any time prior to the Vehicle(s) being Scrapped. To withdraw an Application, the Recipient should notify TfL via their LRUC Account. If a Recipient withdraws their Application and wishes to re-apply at a later date, the Recipient must submit a new Application with all the required documentation which will be subject to the Initial Eligibility Checks and Secondary Eligibility Checks.
- 3.3 A Recipient may not reapply if TfL has already rejected the Recipient's previous Application unless permitted to do so by TfL. Such resubmissions relate to Grant Payment Option 1 only.

### **4. Vehicle Scrappage Requirements**

- 4.1 The Recipient must not Scrap their Vehicle(s) before the Recipient has received the Eligibility Confirmation Letter from TfL.
- 4.2 The Vehicle(s) must be Scrapped at an Authorised Treatment Facility.

- 4.3 Subject to Clause 5.1, once TfL has received the Proof of Evidence and TfL has provided written confirmation to the Recipient that TfL is satisfied with such evidence, if the Recipient has chosen to Scrap the Vehicle only, TfL will make a Grant Payment in accordance with Clause 6.

## **5. Time Period to provide documentation**

- 5.1 The Recipient has six (6) calendar months from the date of the Eligibility Confirmation Letter to comply with the Secondary Eligibility Checks to qualify for a Grant Payment. The Recipient must notify TfL immediately if they are unable to comply with the Secondary Eligibility Checks.
- 5.2 If the Recipient does not comply with Clause 5.1 within the time period, TfL may provide the Recipient with notice requesting the Recipient to comply with Clause 5.1 within thirty (30) calendar days. If the Recipient does not comply, and such non-compliance does not result from TfL's breach, this Agreement will terminate on expiry of such notice. The Recipient may re-apply to this Scheme and submit a new Application if they wish to do so. Any obligation on TfL to pay the Recipient shall cease on termination and TfL will not be liable for any costs incurred by the Recipient arising from their failure to comply with this Clause 5.

## **6. Grant Payment**

- 6.1 The Grant Payment amounts are dependent on which Grant Payment Option the Recipient chooses and is eligible for as set out in Schedule 1. The Grant Payment Option amounts are set out on the TfL website [www.tfl.gov.uk/scrappage-scheme](http://www.tfl.gov.uk/scrappage-scheme) which may be amended from time to time.
- 6.2 The Grant Payments are subject to change at TfL's sole discretion and without prior notice.
- 6.3 The Grant Payments will be paid by cheque(s) once the Recipient has provided the documentation in accordance with Clause 5 and Schedule 2.
- 6.4 The Recipient shall promptly repay to TfL any money incorrectly paid to it 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 Payment has been paid in error before all conditions attached to the Grant Payment have been complied with by the Recipient. To make a repayment to TfL the Recipient must send a cheque for the required amount to:

PO Box  
Darlington  
DL1 9TY

## **7. ULEZ Charges and Refund Period**

- 7.1 Recipients which have received the Eligibility Confirmation Letter and satisfied the Secondary Eligibility Checks are permitted a refund of all ULEZ Charges for the Refund Period. The Refund Period is for a total of three (3) consecutive calendar months from the date of their Application.
- 7.2 The Recipient will be charged on entering the ULEZ during the Refund Period but such ULEZ Charges will be refunded to the Recipient for the Vehicle(s) which are the subject of this Application.
- 7.3 TfL will refund such ULEZ Charges to the Recipient via cheque.
- 7.4 The Recipient will still be subject to all other applicable road user charges during the Refund Period.

## **8. Warranties**

- 8.1 The Recipient warrants, undertakes and agrees that:
  - a. it has full capacity and authority to enter into this Agreement with TfL;
  - b. the Application meets all the Initial Eligibility Checks at the time the Recipient submitted the Application and will inform TfL immediately if the situation changes from the date of the Eligibility Confirmation Letter; and
  - c. all information and documentation provided as part of the Application is accurate and complete and it may be relied upon by TfL for the purposes of assessing the Recipient's Application. The Recipient will inform TfL immediately if any part of the information provided is no longer correct.

## **9. Restrictions following a successful Application**

- 9.1 Once a Grant Payment has been paid to the Recipient in accordance with this Agreement the Application cannot be withdrawn.
- 9.2 Should Grant Payment levels made as part of the Scheme change, TfL will not compensate those Recipients already in receipt of a Grant Payment or who have written confirmation of a confirmed Grant Payment. All Grant Payments made or offered are final.

9.3 Only one Grant Payment will be made to a Recipient per Application.

## **10. Termination**

10.1 This Agreement may be terminated by TfL, in its absolute discretion immediately upon giving notice to the Recipient if;

- a. the Recipient does not submit the required Proof of Evidence within the time period set out in Clause 5 and such non-compliance does not result from TfL's breach of this Agreement;
- b. the Recipient does not provide sufficient information or additional information as required by TfL including but not limited to the evidence required for the Secondary Eligibility Checks and any subsequent evidence required in accordance with Clause 14;
- c. the Recipient attempts without the prior consent of TfL to transfer or assign the Grant Payment to any other organisation including when there is a change in ownership or structure of the Recipient;
- d. the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it would be wound up or dissolved (other than for the purpose of bona fide and solvent reconstruction or amalgamation which means the Recipient no longer complies with the Initial Eligibility Checks);
- e. the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- f. the Application submitted by the Recipient is found to be fraudulent;
- g. any information provided to TfL by the Recipient which TfL considered when deciding whether or not to provide the Grant Payment or subsequent supporting documents or correspondence is found to be incorrect or incomplete to an extent which TfL reasonably considers to be material; and/or
- h. the Recipient does not comply with the terms and conditions of this Agreement and in the case of a breach that is capable of remedy fails to remedy such breach within ten (10) Working Days or such other period as specified in writing by TfL.

10.2 Without prejudice to TfL's right to terminate under Clause 10.1 or to terminate at common law, TfL may terminate this Agreement and any



Grant Payment at any time prior to an Recipient Scrapping its Vehicle(s) if required to do for financial restraints or for any other reason.

## **11. Reducing, Withholding, Suspending and Repayment of Grant Payment**

11.1 TfL's intention is that that Grant Payment will be paid to the Recipient in full if the Initial Eligibility Checks and Secondary Eligibility Checks are met. Without prejudice to TfL's other right and remedies, TfL may at its absolute discretion reduce, suspend or withhold the Grant Payment, or require all or part of the Grant Payment to be repaid by the Recipient in the event that any of the circumstances in Clause 10 arises.

11.2 Where an Application is found to be in breach of this Agreement including fraudulent applications, TfL shall seek recovery of the Grant Payment paid to the Recipient and may prosecute the Recipient.

11.3 Any repayment of the Grant Payment required under this Agreement must be made to TfL within six (6) months of notification by TfL to the Applicant. To make a repayment to TfL the Recipient must sent a cheque for the required amount to:

PO Box  
Darlington  
DL1 9TY

11.4 If TfL becomes entitled to exercise its rights under clause 11 it may nevertheless decide not to exercise that right, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise TfL's rights under Clause 11, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by TfL shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.

## **12. Acknowledgement and Publicity**

TfL may reasonably request the Recipient to provide reports, statistics, photographs and case studies that will assist TfL in its activities relating to the Scheme.

### **13. Liability**

- 13.1 Subject to Clause 13.2, the Recipient is responsible for and must indemnify, keep indemnified and hold harmless TfL, its employees and agents against any expense, liability, loss, claim or proceedings whatsoever (“**Losses**”) in respect of the death of or injury to any person, loss of or damage to any property (including property belonging to TfL or for which it is responsible) and in respect of any other Losses which may arise out of or in the course of or by reason of any direct or indirect breach of contract, tort, breach of statutory duty, misrepresentation, misstatement, act, omission or default of the Recipient, its employees, or agents or as a result of participating in this Scheme.
- 13.2 The Recipient is not responsible for and shall not indemnify TfL for Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under this Agreement by TfL, its employees or agents.
- 13.3 TfL shall not be liable for any Losses that the Recipient incurs if the Recipient does not comply with the requirements of the Initial Eligibility Checks and the Secondary Eligibility Checks.

### **14. Records, Insurance and Evidence**

- 14.1 The Recipient shall keep accurate records of any documents submitted to TfL in relation to their Application including evidence of receipt of the Grant Payment.
- 14.2 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant Payment (including the running costs and insurance documentation of the Electric Vehicle if the Recipient is eligible for Grant Payment Option 3) for the Retention Period following receipt of the Grant Payment to which they relate. TfL and any person nominated by TfL shall have the right to review, at TfL’s reasonable request, the Recipient’s account and records that relate to the expenditure of the Grant Payment and shall have the right to take copies of such accounts and records at any time during the Retention Period. The Recipient shall give all reasonable assistance to TfL or its nominee in conducting such review.
- 14.3 The Recipient shall comply and facilitate TfL’s compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and TfL.
- 14.4 The Recipient confirms that if any information contained in the V5C Registration Documentation does not match the Recipient details

contained in their Application, the Recipient will provide such documentary evidence as TfL requires enabling TfL to verify the information to TfL's satisfaction. If the evidence provided is not to TfL's satisfaction, TfL is entitled at its sole discretion to terminate this Agreement with immediate effect and not provide the Grant Payment.

## **15. State Aid**

- 15.1 Any and all Grant Payments will be based on compliance with the requirements of the De Minimis Aid and payments will be contingent (notwithstanding all other Initial Eligibility Checks or Secondary Eligibility Checks requirements being met) on the Recipient having sufficient level of its De Minimis Aid allowance remaining for the proposed Grant Payments under this Scheme to fall within that allowance as further described in Schedule 3.
- 15.2 In accepting the Grant Payment, the Recipient shall comply with all applicable European Union rules on State aid or any national replacement for such rules including but not limited to the De Minimis Aid (the "State Aid Rules"). The Recipient shall fully cooperate with TfL in utilising the applicable approvals and procedures in relation to State aid Rules.
- 15.3 In the event that the Recipient is in breach of clause 15.2 above, or the provision of the Grant Payment itself is deemed (by an appropriate authority) to breach the State Aid Rules, TfL may at its absolute discretion reduce, suspend or withhold the Grant Payment, or require all or part of the Grant Payment (together with applicable interest) to be repaid by the Recipient, without prejudice to any other rights or remedies including its rights under Clause 11.

## **16. Data Protection**

- 16.1 TfL, its subsidiaries and service providers will comply with all its obligations under the Data Protection Legislation and will only process the Recipient's personal data (as defined in the Data Protection Legislation) for the purposes of assessing the Recipient's eligibility for the Scheme and to contact the Recipient regarding the Application. For more information please visit the Road User Charging page at [www.tfl.gov.uk/privacy](http://www.tfl.gov.uk/privacy).
- 16.2 If the Recipient has applied to a specific third party to receive a service and/or product from that party which is being provided because the Recipient is using this Scheme then TfL may share sufficient Personal Data (as defined in the Data Protection Legislation) with that third party to confirm whether a successful application has been made to TfL. This Personal Data will be limited to the minimum necessary to confirm eligibility for the third party service/product.

## **17. Freedom of Information**

17.1 The Recipient acknowledges that TfL:

- a. is subject to the FOI Legislation and agrees to assist and co-operate with TfL to enable TfL to comply with its obligations under the FOI Legislation;
- b. may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Recipient; and
- c. TfL shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with FOI Legislation.

## **18. Jointly and Several Liability**

Where the Recipient is neither a company nor an incorporated entity with a distinct legal personality of its own, or a single individual, individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities under this Agreement.

## **19. Assignment and Novation**

- 19.1 The Recipient may not, without the prior written consent of TfL, assign or in any other way make over to any third party the benefit and/or the burden or otherwise transfer any right or obligation of this Agreement or transfer or pay to any other person any part of the Grant Payment.
- 19.2 The Recipient is not permitted to transfer or assign the Grant Payment to any other organisation without prior written consent from TfL. If the Recipient doesn't comply with this Clause 19.2, TfL may at its absolute discretion be entitled to terminate this Agreement and withhold, suspend or require the Grant Recipient to repay the Grant Payment.
- 19.3 TfL may novate or otherwise transfers this Agreement (in whole or in part).

## **20. Survival**

Clauses 1, 2-6, 8, 9, 11, 12, 13, 14-16, 17, 18, 19-22 shall survive (in whole or in part) the termination or expiry of this Agreement and

continue in full force and effect, along with any other provisions of this Agreement necessary to give effect to them. In addition, any other provision of the Agreement, by its nature or implication (including in respect of accrued rights and liabilities) is required to survive the termination or expiry of the Agreement, shall survive such termination or expiry as aforesaid.

## **21. Entire Agreement**

- 21.1 This Agreement, including the Schedules, and all documents referred to in the Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2 The Recipient is responsible for and shall make no claim against TfL in respect of any misunderstanding affecting the basis of Recipient's request in respect of this Agreement or any incorrect or incomplete information howsoever obtained.
- 21.3 Nothing in this Clause 21 excludes any liability which one party would otherwise have in respect of any statement it has made fraudulently to the other party.

## **22. Governing Law**

This Agreement is governed by the laws of England. The Courts of England have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

# **Schedule 1- Initial Eligibility Checks**

## **Organisation Eligibility Criteria**

The Recipient must be one of the following type of organisations:

1. a Microbusiness which is defined as:
  - (i) having 10 employees or fewer and satisfies one or more of the following requirements in the current and preceding financial year:

- a) turnover of not more than £632,000; and/or
    - b) balance sheet total of not more than £316,000; and
  - (ii) registered with Companies House (including as an active company) or VAT registered.
2. a small business which is defined as:
- (i) having 50 employees or fewer and satisfies one or more of the following requirements in the current and preceding financial year:
    - a) turnover of not more than £10.2 million; and/or
    - b) balance sheet total of not more than £5.1 million; and
  - (ii) registered with Companies House (including as an active company) or VAT.
3. an entity registered with the Charity Commission (including being an active charity); or
4. a Sole Trader and must be able to provide the relevant evidence with their Application to prove they are a Sole Trader. (Applicable evidence TfL will accept is set out in the Application Form).

### **Vehicle Eligibility Criteria**

The Recipient's Vehicle(s) to be Scrapped must be:

- a pre-Euro 6 non-compliant ULEZ Van if the Recipient is a Microbusiness, Small Business or Sole Trader; or
- a pre-Euro 6 non-compliant ULEZ Van or Minibus if the Recipient is a Charity.

### **Van**

A van is an Recipient 's pre-Euro 6 light diesel van (or pre-Euro 4 petrol van) as specified in category N1 as defined by United Nations Economic Commission for Europe, body type should reference van and the revenue weight must be 3500kg or less.

The Van(s) to be Scrapped must be registered to the Organisation. The Van may be registered to an authorised employee, director or trustee of the Microbusiness, Small Business or Charity for business purposes for not less than twelve (12) consecutive

calendar months prior to 22 February 2019 as documented in the V5C Registration Document.

If the Van is registered with an authorised employee, director or trustee of the Microbusiness, Small Business or Charity then documentary evidence in the form of a letter detailing proof of employment on the Microbusiness, Small Business or Charity letter head paper must be provided to TfL's satisfaction to demonstrate that the authorised employee, director or trustee is employed by the Microbusiness, Small Business or Charity.

The Van must be insured for business use, have a valid MOT and road tax at the date of the Recipient's Application and such evidence provided with the Application.

#### Minibuses (only applies to a Charity)

A minibus is the Recipient's Pre-Euro 6 minibus as specified in category M2 as defined in United Nations Economic Commission for Europe, body type must be minibus, revenue weight must be 5000kg or less and number of seats must be nine (9) or more.

The Minibus(s) to be Scrapped must be registered to the Charity or authorised employee, director or trustee of the Charity for business purposes for not less than twelve (12) consecutive calendar months prior to 22 February 2019 as documented in the V5C Registration Document.

If the Minibus is registered with an authorised employee, director or trustee then documentary evidence in the form of a letter detailing proof of employment on the Organisation's letter head paper must be provided to TfL's satisfaction to demonstrate that the authorised employee, director or trustee is employed by the or Charity.

The Minibus must be insured for business use, have a valid MOT and road tax at the date of the Recipient's Application and such evidence provided with the Application.

#### Grant Payment Options

##### Microbusiness, Small Business or Sole Trader

##### **Option 1: Scrappage of pre-Euro 6 Vehicle for frequent users of the Congestion Charging Zone**

To be eligible the Recipient must meet all of the following requirements:

- have Vehicle(s) which satisfy the Vehicle Eligibility Criteria above;

### Sole Trader

- Is a Sole Trader in accordance with the Organisation Eligibility Criteria above;
- business address (as set out in their Application Form) is based in the United Kingdom; and
- the Sole Trader Vehicle(s) must have entered the CCZ twenty-six (26) times during the preceding six (6) months before the commencement of this Scheme (22 February 2019) and verified on the Recipient's Auto Pay Service.
- If the Vehicle(s) did not enter the CCZ twenty-six (26) times as per the bullet point above, TfL will consider twenty-six (26) journeys outside the CCZ operational hours (Monday to Friday 07:00- 18:00) subject to the Sole Trader submitting evidence which is satisfactory to TfL. Examples of evidence are set out in the Scheme application form guidance notes.

### Microbusiness and Small Businesses

- Are either a Microbusiness or Small Business in accordance with the Organisation Eligibility Criteria above;
- Registered address is in the United Kingdom with Companies House or VAT registered; and
- the Vehicle(s) of the Microbusiness or Small Business must have entered the CCZ twenty-six (26) times during the preceding six (6) months before the commencement of this Scheme (22 February 2019) and verified on the Recipient's Auto Pay Service.
- If the Microbusiness or Small Business has not entered the CCZ twenty six (26) times as per the bullet point above, TfL will consider Microbusinesses, Small Businesses that undertake twenty six (26) journeys outside the CCZ operational hours (Monday to Friday 07:00-18:00) subject to the Microbusiness, Small Business submitting evidence which is satisfactory to TfL. Examples of evidence are set out in the Scheme application form guidance notes.

### **Option 2: Scrappage of pre-Euro 6 Vehicle and purchase/lease/hire of ULEZ compliant replacement vehicle for Greater London based organisations**

To be eligible the Recipient must meet all of the following requirements;

- be a Microbusiness, Small Business or Sole Trader in accordance with the Organisation Eligibility Criteria above;
- have Vehicle(s) which satisfy the Vehicle Eligibility Criteria above; and



- the business address (as set out in their Application Form) of the Sole Trader is in Greater London; or
- Microbusinesses or Small Business must be registered with Companies House or VAT registered, with a registered address in Greater London.

### **Option 3: Scrappage of pre-Euro 6 Vehicle and contribution towards running costs (including insurance) of the Electric Vehicle**

To be eligible the Recipient must meet the following requirements;

- have Vehicle(s) which satisfy the Vehicle Eligibility Criteria above;

#### Sole Trader

- Is a Sole Trader in accordance with the Organisation Eligibility Criteria above;
- business address (as set out in the Application Form) should be based in Greater London.; or
- if the business address is not registered in Greater London, is registered in the United Kingdom and the Vehicle(s) must have entered the CCZ twenty-six (26) times during the preceding six (6) months before the commencing of this Scheme (22 February 2019) verified on the Recipient's Auto Pay Service.
- If the Vehicle(s) did not enter the CCZ twenty-six (26) times as per bullet point above, TfL will consider twenty six (26) journeys outside the CCZ operational hours (Monday to Friday 07:00-18:00) subject submitting evidence which is satisfactory to TfL.

#### Microbusiness and Small Businesses

- Are either a Microbusiness or Small Business in accordance with the Organisation Eligibility Criteria above;
- Registered address is in Greater London with Companies House or VAT registered; or
- Registered address is in the United Kingdom with Companies House or VAT registered and Vehicles must have entered the CCZ twenty-six times during the preceding six (6) months before the commencement of the Scheme (22 February 2019) verified on the Recipients Auto Pay Service.
- If the Vehicles did not enter the CCZ twenty six (26) times as per bullet point above, TfL will consider Microbusinesses or Small Business that undertake twenty six (26) journeys outside the CCZ operational hours (Monday to Friday

07:00-18:00) subject to the Microbusinesses or Small Businesses submitting evidence which is satisfactory to TfL.

## **Charity**

### **Option 1: Scrappage of pre-Euro 6 Vehicle for frequent users of the Congestion Charging Zone**

To be eligible the Recipient must meet all the following requirements:

- Be a Charity in accordance with the Organisation Eligibility Criteria;
- have Vehicle(s) which satisfies the Vehicle Eligibility Criteria above;
- the registered address is in the United Kingdom with the Charity Commission; and
- the Vehicle(s) must have entered the CCZ twenty-six (26) times during the preceding six (6) months before the commencing of this Scheme (22 February 2019); verified on the Recipient's Auto Pay Service.
- If the Charity does not enter the CCZ twenty-six (26) times as per the bullet point above, TfL will consider Charities that undertook twenty-six (26) journeys outside the CCZ operational hours (Monday to Friday 07:00-18:00) subject to the Charity submitting evidence which is satisfactory to TfL.

### **Option 2: Scrappage of pre-Euro 6 Vehicle and purchase/lease/hire of ULEZ compliant replacement vehicle for Greater London based organisations**

To be eligible the Recipient must meet all of the following requirements;

- be a Charity in accordance with the Organisation Eligibility Criteria;
- have Vehicle(s) which satisfies the Vehicle Eligibility Criteria above; and
- the registered address is in Greater London with the Charity Commission.

### **Option 3: Scrappage of pre-Euro 6 Vehicle and contribution towards running costs (including insurance) of an Electric Vehicle**

To be eligible the Recipient must meet the following requirements;

- be a Charity in accordance with Organisation Eligibility Criteria;
- have Vehicle(s) which satisfies the Vehicle Eligibility Criteria above; and

registered with the Charity Commission either with an address in Greater London; or

- registered with the Charity Commission either with an address in the United Kingdom; and
- the Vehicle(s) must have entered the CCZ twenty-six (26) times during the preceding six (6) months before the commencing of this Scheme, (22 February 2019) verified on the Recipient's Auto Pay Service.
- If the Charity does not enter the CCZ twenty six (26) times as per preceding bullet point, TfL will consider Charities that undertook twenty six (26) journeys outside the CCZ operational hours (Monday to Friday 07:00-18:00) subject to the Charity submitting evidence which is satisfactory to TfL.

## Schedule 2- Secondary Eligibility Checks

The Recipient must within six (6) months from receiving the Eligibility Confirmation Letter from TfL that the Recipient meets the Initial Eligibility Checks provide via their LRUC Account the following documentation to the satisfaction of TL to receive a Grant Payment:

### 1. Option 1: Scrappage of pre-Euro 6 vehicle for frequent users of the Congestion Charging Zone

- Certificate of Destruction from an Authorised Treatment Facility.

### 2. Option 2: Scrappage of pre-Euro 6 vehicle and purchase/lease/hire of ULEZ compliant replacement vehicle for Greater London based organisations; and Option 3: Scrappage of pre-Euro 6 vehicle and contribution towards running costs (including insurance) of an Electric Vehicle

The Recipient must provide to TfL the following documentation evidence as applicable:

- a. Certificate of Destruction from Authorised Treatment Facility.
- b. Evidence to show they purchased, leased or hired the Eligible Replacement Vehicle(s) after the date of the Eligibility Confirmation Letter;
- c. Business insurance for the Eligible Replacement Vehicle(s);

- d. Business insurance certificate, policy schedule and premium for Electric Vehicle (if applicable Grant Payment Option 3) to be in the name of the Organisation.
- e. V5C registration document showing the vehicle fuel type is electric if applying for the Grant Payment Option 3 or that the Eligible Replacement Vehicle(s) meets the appropriate Euro 6 NOx and PM limits if applying for the Grant Payment Option 2.
- f. V5C Registration Document showing the Eligible Replacement Vehicle(s) are registered to either;
  - (i) the Recipient; or
  - (ii) the hire or lease company into which the Recipient has entered into a minimum two-year rental agreement with; or
  - (iii) such documentary evidence provided to TfL's satisfaction that the Eligible Replacement Vehicle(s) are registered to an authorised employee, director or trustee of the Microbusiness, Small Business or Charity for business purposes and that the authorised employee, director or trustee of the Microbusiness, Small Business or Charity are employed by them in the form of proof of employment on the Microbusiness, Small Business or Charity letter headed paper.
- g. If the Eligible Replacement Vehicle(s) are leased from a leasing company, the relevant lease business agreement for a minimum two (2) years lease, and V5C Registration Documentation which complies with paragraph f above.
- h. If the Eligible Replacement Vehicle(s) are hired from a rental company, the relevant hire business agreement for a minimum two (2) years, and a copy of the V5C Registration Documentation which complies with paragraph f. above.
- i. Proof of purchase of the Eligible Replacement Vehicles(s) which are acceptable to TfL including but not limited to sales invoice.

## Schedule 3- State Aid De Minimis

TfL is considering giving the Recipient de minimis aid under Commission Regulation (EC) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352 (“the Regulation”) up to a maximum Grant Payment of £28,500 applicable Euro/Sterling exchange rate as set out at [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm) at the date that TfL confirmed in writing that an offer of an Grant Payment has been made in relation to the Scheme.

Under the Regulation, TfL is required to check whether the Recipient will have received or is expecting to have received more than €200,000 of de minimis aid within the Member State in question (i.e. the UK) in this fiscal year (based on your accounting year e.g. by reference to the Recipient’s accounting reference date) and in the previous two fiscal years when combined with the maximum sum detailed above which TfL is proposed as a maximum to provide as de minimis aid.

Please note if you as the Recipient are part of a group of companies your declaration needs to relate to funds received (or expected to receive) by all entities within that group for these purposes.

Please note the Recipient does not need to include funding that it may have received under a scheme or individual award which has been notified to and approved by the European Commission or under the State aid General Block Exemption Regulation, unless such funding has been/is intended to be use by the Recipient in relation to the same costs as the proposed de minimis funding from the TfL.

**The Recipient needs to complete and sign the Declaration in the Application Form.**