

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:

1.1a Definitions

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 or ATF 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-elv>;

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;

Bus means the Recipient's Vehicle(s) as described in Part 2 of Schedule 1;

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;

Coach means the Recipient's Vehicle(s) as described in Part 2 of Schedule 1;

Collection Receipt means the receipt issued to the Recipient by the Metropolitan Police confirming the Recipient's Vehicle(s) has been surrendered for destruction;

CVRAS means the Clean Vehicle Retrofit Accreditation Scheme;

CVRAS Register means the Clean Vehicle Retrofit Accreditation Scheme register of approved manufacturers who can retrofit vehicles to Euro 6 standards. Such register is available at <https://energysavingtrust.org.uk/transport/freight-and-retrofit/clean-vehicle-retrofit-accreditation-scheme-cvras>;

CVRAS Vehicle Installation Certificate means the certificate issued by the CVRAS approved company to confirm a vehicle has been retrofitted to CVRAS standards;

CVRAS Retrofit Invoice means the invoice issued by the CVRAS approved company detailing the works carried out to retrofit the Recipient's Vehicle(s);

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) or one hundred thousand euros (€100,000) for undertakings in the road freight transport sector 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 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. Such replacement vehicle will be of the same Vehicle category as the Recipient's Vehicle listed in their Application;

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 means the Scheme's six Grant Payment options;

Grant Payment Option "Scrap a ULEZ non-compliant Light Van or Minibus (£7,000 Grant)" means the Grant Payment Option relating to Scrapping a Light Van as described in Schedule 1;

Grant Payment Option "Scrap a ULEZ non-compliant Light Van or Minibus and running cost contribution for an Electric Vehicle (£9,500 Grant)" means the Grant Payment Option relating to Electric Vehicle(s) as described in Schedule 1;

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

Heavy Van means the Recipient's Vehicle(s) as described in Part 2 of Schedule 1;

Heavy Vehicles means the Recipient's Bus, Coach, Heavy Van, HGV or Specialist Vehicle as described in Part 2 of Schedule 1;

Heavy Goods Vehicle or HGV means the Recipient's Vehicle(s) as described in Part 2 of Schedule 1;

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;

LEZ means the Low Emission Zone and further detailed on the TfL website www.tfl.gov.uk/lez;

LEZ Medium Charges means the charges that a driver of a vehicle in category N Class, gross vehicle weight over 3.5 tonnes and category M Class, gross vehicle weight over 5 tonnes, Euro IV or Euro V standard for entering the LEZ is subject to unless their vehicle meets certain emission standards as detailed at www.tfl.gov.uk/lez;

LEZ High Charges means the charges that a driver of a vehicle which is Euro 3 or below is required to pay to enter the LEZ from March 2021;

Light Van means the Recipient's Vehicle(s) as described in Part 2 of Schedule 1;

London Service Permit means a permit issued by TfL to an operator to run a bus, coach or tour service outside the TfL bus network within Greater London;

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

Metropolitan Police Pound means the vehicle compound operated by the Metropolitan Police that will accept and Scrap the Recipient's Heavy Vehicle(s);

Microbusiness means a business as described in Part 1 of Schedule 1;

Minibus means the Recipient's Vehicle(s) as described in Part 2 of Schedule 1;

Operating Licence means authorisation issued by the Traffic Commissioner for organisations to operate vehicles over 3.5 tonne gross plated weight in Greater London;

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 Schedule 2;

Recipient means the Organisation submitting as application to TfL;

Refund Period means a period of three (3) consecutive calendar months which;

- (a) commences from the date the Recipient's Application is received by TfL when the Recipient is eligible for a refund from the ULEZ Charges as further set out in Clause 7 for Recipient's with Light and/or Heavy Vehicles; or
- (b) commences (from March 2021, when new LEZ standards come into force), from the date the Recipient's Application is received by TfL for Recipient's Scrapping or Retrofitting Heavy Vehicles as further set out in Clause 7 when the Recipient is eligible for a refund of LEZ Medium Charges;

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;

Retrofit or Retrofitted means the fitting of aftermarket vehicle emission reduction systems to a Heavy Vehicle to comply with CVRAS emissions standards. Such fitting services are provided by an organisation on the CVRAS Register;

Scheme means the Scrappage Scheme as further detailed on the TfL website- www.tfl.gov.uk/scrappage-scheme;

Scrap or Scrapped means the Recipient's Light Vehicle(s) which are destroyed at the ATF; or the Recipient's Heavy vehicle(s) which are surrendered and destroyed by the Metropolitan Police;

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;

Specialist Vehicle means the Recipient's Vehicle(s) as described in Part 2 of Schedule 1;

TfL means Transport for London;

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 Bus, Coach, Heavy

Van, HGV, Light Van, Minibus, Specialist Vehicle(s) which are being Scrapped or Retrofitted as part of the Application;

ULEZ means the Ultra Low Emission Zone which further details can be found on the TfL website 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; and

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

- 1.1 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.2 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Agreement;
- 1.3 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.4 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.5 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context; and
- 1.6 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement

2. Eligibility Checks

- 2.1 To be eligible for a Grant Payment the Recipient must have:
 - a. completed, signed and submitted the Application form which must have been received by TfL;
 - b. satisfied the Initial Eligibility Checks as set out in Schedule 1 and received written confirmation in the form of the 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 The Recipient's Application will be assessed to see if the Application 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 (10) Working Days of TfL requesting such information.

3. Application

- 3.1 The Recipient can only submit one Vehicle per Application. The Recipient can submit a maximum of six Applications.
- 3.2 The Recipient can apply to Scrap or Retrofit a maximum of six Vehicles; three Light Vehicles and three Heavy Vehicles. No further Applications will be accepted by TfL once the Recipient has successfully Scrapped or Retrofitted three Light Vehicles and three Heavy Vehicles.
- 3.3 To submit an Application, the Recipient will need an LRUC Account available via the TfL website www.tfl.gov.uk/scrappage-scheme Once registered the Recipient can submit their Application through the LRUC account.
- 3.4 Once the Recipient has submitted six Applications, no further Applications will be accepted unless the Recipient either; (i) withdraws any previously submitted Application prior to the Vehicles(s) being Scrapped or Retrofitted in accordance with Clauses 3.5 and 3.6 and commences the full process again; or (ii) as permitted by TfL, the Recipient submits a new Application if a previous Application is rejected.
- 3.5 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 3.6. The Application cannot be amended once a Grant Payment has been made.
- 3.6 A Recipient may withdraw their Application at any time prior to the Vehicle being Scrapped or Retrofitted. 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.

4. Vehicle Scrappage and Retrofit Requirements

- 4.1 The Recipient must not Scrap or Retrofit their Vehicle(s) before the Recipient has received the Eligibility Confirmation Letter from TfL. TfL will not be liable for any costs incurred if the Recipient chooses to Scrap or Retrofit their Vehicle(s) without such confirmation from TfL.
- 4.2 A Light Vehicle must be Scrapped at an ATF.
- 4.3 A Heavy Vehicle must be either surrendered to a Metropolitan Police Pound or Retrofitted by an organisation on the CVRAS Register depending on the applicable Grant Payment Option.
- 4.4 The Recipient must provide prior notice to the Metropolitan Police if the Recipient is unable to attend booked appointments. If the Recipient does not comply with the notice requirements of this clause 4.4 in relation to three booked appointments, the Recipient will be unable to proceed with their Application. The Recipient will be required to withdraw their Application in accordance with clause 3.6.
- 4.5 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, 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, and such non-compliance does not result from TfL's breach, this Agreement will immediately terminate, and the Grant Payment offer will be rescinded with immediate effect. 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 Scheme is subject to change at any time at TfL's sole discretion, save that no change shall be applied to any Application already submitted and the Recipient has been provided with an Eligibility Confirmation Letter.
- 6.2 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 which may be amended from time to time 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. The cheque will be posted to the Recipient's address listed on their LRUC Account.
- 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:

Ultra Low Emission Zone
Po Box 552
DARLINGTON
DL1 9TY

7. ULEZ Charges and Refund Period

- 7.1 Subject to Clause 7.5, 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.
- 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 which is the subject of the 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.

LEZ Charges and Refund Period

- 7.5 Clauses 7.6, 7.7, 7.8 and 7.9 are only applicable from 1 March 2021 (or such other date as published by TfL) when the changes to the LEZ come into force. These clauses only apply to Recipient's Scrapping or Retrofitting Heavy Vehicles and these Recipient's won't be able to claim for ULEZ Charges from March 2021. Prior to March 2021, Recipients will be entitled to a refund of ULEZ Charges in accordance with Clauses 7.1 to 7.4.
- 7.6 Recipients who have received the Eligibility Confirmation Letter and satisfied the Secondary Eligibility Checks are permitted a refund of all LEZ

Medium Charges for the Refund Period.

- 7.7 The Recipient will be charged on entering the LEZ during the Refund Period but such LEZ medium Charges will be refunded to the Recipient for the Vehicle which is the subject of this Application.
- 7.8 TfL will refund such LEZ Charges to the Recipient via cheque.
- 7.9 TfL will not refund any LEZ High Charges incurred for the Vehicle. 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 confirmed to or received by 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 a Recipient Scrapping or Retrofitting 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 Recipient 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 send a cheque for the required amount to:

Ultra Low Emission Zone
Po Box 552
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 neglect

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 "Scrap a ULEZ non-compliant light van or minibus and running cost contribution for an electric vehicle" 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.
- 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. If the Recipient chooses either of the Grant Payment Options which requires the Recipient to surrender their Vehicle to the Metropolitan Police, the Metropolitan Police will process the Recipient’s personal data (as defined in the Data Protection Legislation) to book the appointment and administer the surrender of the Recipient’s Vehicle. For more information please visit the Road User Charging page at 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

Part 1: 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.

Part 2: Vehicle Eligibility Criteria

1. The Recipient's Vehicle(s) to be Scrapped must be:
 - a pre-Euro 6 non-compliant ULEZ Light Van; or
 - a pre-Euro 6 non-compliant ULEZ Minibus ;or
 - a pre- Euro VI non-compliant ULEZ HGV, Heavy Van or Specialist Vehicle; or
 - a pre-Euro VI non-compliant ULEZ Bus or Coach.

Light Van

A Light van is a 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 Light Van to be Scrapped must be registered to the Organisation or 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 Light 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 Light 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

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 Organisation or 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 Minibus 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 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 Microbusiness, Small Business 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.

HGV, Heavy Van and Specialist Vehicles

A HGV, Heavy Van or Specialist Vehicle is a Recipient's pre-Euro VI HGV, Heavy Van or Specialist Vehicle as specified in category N2 or N3 as defined by United Nations Economic Commission for Europe, body type should reference HGV, Van or Specialist Vehicle and the revenue weight must be more than 3500kg.

The HGV, Heavy Van or Specialist Vehicle to be Scrapped or Retrofitted must be registered to the Organisation or 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 28 September 2020 as documented in the V5C Registration Document.

If the HGV, Heavy Van or Specialist Vehicle 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 HGV, Heavy Van or Specialist Vehicle 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.

Coach and Bus

A Bus or Coach is a Recipient's pre-Euro VI bus or coach as specified in category M3 as defined by United Nations Economic Commission for Europe, body type should reference Bus or Coach and the revenue weight must be more than 5000kg less and number of seats must be 9 or more.

The Bus or Coach to be Scrapped or Retrofitted must be registered to the Organisation or 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 28 September 2020 as documented in the V5C Registration Document.

If the Bus or Coach 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 Bus or Coach 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.

Part 3: Grant Payment Options

Option: Scrap a ULEZ non-compliant Light van or Minibus

To be eligible the Recipient must;

- Be either a Microbusiness, Small Business, Charity or Sole Trader in accordance with the Organisation Eligibility Criteria above;
- have a Light Van or Minibus which satisfy the Vehicle Eligibility Criteria above; and
- meets one of the criteria (i)- (iii) below depending on the type of Organisation the Recipient is;
 - (i) Sole Trader
 - business address (as set out in their Application form) is based in the United Kingdom; and
 - the Recipient's 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; or
 - 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 Recipient submitting evidence which is satisfactory to TfL. Examples of evidence are set out in the Scheme Application form guidance notes.
 - (ii) Microbusiness and Small Businesses
 - business address is in the United Kingdom registered with Companies House or VAT registered; and
 - the Recipient's 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; or
 - 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 or 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.

(iii) Charities

- the Charity address is in the United Kingdom registered 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; or
- 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. Examples of evidence are set out in the Scheme Application form guidance notes.

Option: Scrap and replace a ULEZ non-compliant Light Van or Minibus

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

- be either a Microbusiness, Small Business, Charity or Sole Trader in accordance with the Organisation Eligibility Criteria above;
 - have Light Van or Minibus which satisfy the Vehicle Eligibility Criteria above; and
 - meets one of the criteria (i)- (iii) below depending on the type of Organisation the Recipient is;
- (I) as a Sole Trader the business address (as set out in their Application form) is in Greater London; or
- (II) as a Microbusiness or Small Business must be registered with Companies House or VAT registered, with a registered address in Greater London; or
- (III) as a Charity must be registered with the Charity Commission with a registered address is in Greater London.

Option: Scrap a ULEZ non-compliant Light Van or Minibus and running cost contribution for an Electric Vehicle

To be eligible the Recipient must meet the following requirements;

- be either a Microbusiness, Small Business, Charity or Sole Trader in accordance with the Organisation Eligibility Criteria above;
- have a Light Van or Minibus which satisfy the Vehicle Eligibility Criteria above; and
- meets one of the criteria below (i)- (iii) depending on the type of organisation the Recipient is;

(i) Sole Trader

- business address (as set out in the Application form) based in Greater London; or
- if the business address is not registered in Greater London, is registered in the United Kingdom.
- the Light Van or Minibus 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; or
- if the Light Van or Minibus 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. Examples of evidence are set out in the Scheme Application form guidance notes.

(ii) Microbusiness and Small Businesses

- registered address is in Greater London and registered with either Companies House or VAT registered; or
- registered address is in the United Kingdom with Companies House or VAT registered.
- the Light Van or Minibus 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; or
- 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. Examples of evidence are set out in the Scheme Application form guidance notes.

(iv) Charities

- registered with the Charity Commission either with an address in Greater London or United Kingdom;
- the Light Van or Minibus 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; or
- 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. Examples of evidence are set out in the Scheme Application form guidance notes.

Option: Scrap and replace a ULEZ Non-Compliant HGV, Heavy Van, Specialist Vehicle, Bus or Coach

To be eligible the Recipient must meet the following requirements;

- be either a Microbusiness, Small Business, or Sole Trader, Charity in accordance with the Organisation Eligibility Criteria above;
- have a HGV's, Heavy Van, Specialist Vehicle, Bus or Coach which satisfy the Vehicle Eligibility Criteria above; and
- meets one of the criteria below (i)- (iii) depending on the type of organisation the Recipient is;

(I) Sole Trader

- 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 can provide a current Operating License with an operating centre in Greater London or a current London Service Permit; or
- if the business address is not registered in the Greater London, is

registered in the United Kingdom and the Vehicle(s) must have entered the Greater London at least twenty-six (26) times during the preceding six (6) months before the 28 September 2020. Journeys will need to be proved by submitting evidence which is satisfactory to TfL. Examples of evidence are set out in the Scheme Application form guidance notes.

(II) Microbusiness and Small Businesses

- Registered address is in Greater London and registered with Companies House or VAT registered; or
- If the business address is not registered in the Greater London can provide a current Operating License with an operating centre in the Greater London or a current London Service Permit; or
- if the business address is not registered in the Greater London Area, is registered in the United Kingdom and the HGV's, Heavy Van, Specialist Vehicle, Bus or Coach must have entered the Greater London at least twenty-six (26) times during the preceding six (6) months before the 28 September 2020. Journeys will need to be proved by submitting evidence which is satisfactory to TfL. Examples of evidence are set out in the Scheme Application form guidance notes.

Option: Retrofit an eligible HGV, Heavy Van, Specialist Vehicle, Bus or Coach

To be eligible the Recipient must meet the following requirements;

- be either a Microbusiness, Small Business, Sole Trader or Charity in accordance with the Organisation Eligibility Criteria above;
- have HGV's, Heavy Van, Specialist Vehicle, Bus or Coach
which satisfy the Vehicle Eligibility Criteria above;
- meets one of the criteria below (i)- (iii) depending on the type of organisation the Recipient is; and

(I) Sole Trader

- business address (as set out in the Application form) should be based in the Greater London; or
- If the business address is not registered in the Greater London can provide a current Operating License with an operating centre in Greater London or a current London Service Permit; or

- if the business address is not registered in Greater London, is registered in the United Kingdom and the HGV's, Heavy Van, Specialist Vehicle, Bus or Coach must have entered the Greater London at least twenty-six (26) times during the preceding six (6) months before the 28 September 2020. Journeys will need to be proved by submitting evidence which is satisfactory to TfL. Examples of evidence are set out in the Scheme Application form guidance notes.

(ii) Microbusiness and Small Businesses

- Registered address is in Greater London with Companies House or VAT registered; or
- If the business address is not registered in Greater London can provide a current Operating License with an operating centre in Greater London or a current London Service Permit; or
- if the business address is not registered in the Greater London, is registered in the United Kingdom and the HGV's, Heavy Van, Specialist Vehicle, Bus or Coach must have entered Greater London at least twenty-six (26) times during the preceding six (6) months before the commencing the 28 September 2020. Journeys will need to be proved by submitting evidence which is satisfactory to TfL. Examples of evidence are set out in the Scheme Application form guidance notes.

(iii) Charities

To be eligible the Recipient must meet the following requirements;

- registered with the Charity Commission with an address in the Greater; or
- registered with the Charity Commission with an address in the United Kingdom; and can provide a current Operating License with an operating centre in Greater London or a current London Service Permit; or
- if the Charity address is not registered in the Greater London, is registered in the United Kingdom and the Vehicle(s) must have entered Greater London at least twenty-six (26) times during the preceding six (6) months before the 28 September 2020. Journeys will need to be proved by submitting evidence which is satisfactory to TfL. Examples of evidence are set out in the Scheme Application form guidance notes.

Schedule 2- Secondary Eligibility Checks

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

1. Scrap a ULEZ non-compliant Light Van or Minibus

- Certificate of Destruction from an ATF dated within the last six months.

2. Scrap and replace a ULEZ non-compliant Light Van or Minibus

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

- a. Certificate of Destruction from ATF dated within the last six months;
- b. Evidence to show the Recipient purchased, leased or hired the Eligible Replacement Vehicle after the date of the Eligibility Confirmation Letter;
- c. Current business insurance for the Eligible Replacement Vehicle;
- d. 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.
- e. If the Eligible Replacement Vehicle is 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 d above;
- f. If the Eligible Replacement Vehicle is 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 d. above;

- g. Proof of purchase of the Eligible Replacement Vehicles which is acceptable to TfL including but not limited to sales invoice dated within the last six months.

3. Scrap a ULEZ non-compliant Light Van or Minibus and running cost contribution for an Electric Vehicle

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

- a. Certificate of Destruction from ATF dated within the last six months;
- b. Evidence to show the Recipient purchased, leased or hired the Eligible Replacement Vehicle after the date of the Eligibility Confirmation Letter;
- c. Current business insurance for the Eligible Replacement Vehicle;
- d. Current Business insurance certificate, policy schedule and premium for the Eligible Replacement Vehicle to be in the name of the Organisation;
- e. V5C Registration Document showing the Eligible Replacement Vehicle fuel type is either electric or that the Eligible Replacement Vehicle meets the appropriate Euro 6 NOx and PM limits;
- 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 is 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 is 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 which is acceptable to TfL including but not limited to sales invoice dated within the last six months.

4. Scrap and replace a ULEZ non-compliant Light Van or Minibus

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

- a. Certificate of Destruction from ATF;
- b. Evidence to show they purchased, leased or hired the Eligible Replacement Vehicle after the date of the Eligibility Confirmation Letter;
- c. Current business insurance for the Eligible Replacement Vehicle;
- d. 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.
- e. If the Eligible Replacement Vehicle is 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 d above;

- f. If the Eligible Replacement Vehicle is 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 d above;
- g. Proof of purchase of the Eligible Replacement Vehicles which is acceptable to TfL including but not limited to sales invoice dated within the last six months.

5. Scrap and replace a ULEZ Non-Compliant HGV, Heavy Van, Specialist Vehicle, Bus or Coach

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

- a. The Collection Receipt issued by the Metropolitan Police dated within the last six months;
- b. Evidence to show they purchased, leased or hired the Eligible Replacement Vehicle after the date of the Eligibility Confirmation Letter;
- c. Current business insurance for the Eligible Replacement Vehicle;
- d. Current business insurance certificate and policy schedule to be in the name of the Organisation;
- e. V5C registration document showing the Eligible Replacement Vehicle fuel type and that the Eligible Replacement Vehicle meets the appropriate Euro VI NOx and PM limits;
- f. V5C Registration Document showing the Eligible Replacement Vehicle is 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 is 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 is 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 is 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 which is acceptable to TfL including but not limited to sales invoice issued to the Recipient within the last six months.

6. Retrofit an eligible HGV, Heavy Van, Specialist Vehicle, Bus or Coach

- a) A CVRAS Vehicle Installation Certificate issued by an organisation on the CVRAS Register for the Vehicle Retrofitted dated within the last six months; and
- b) A Retrofit invoice issued by an organisation on the CVRAS Register dated and issued to the Recipient within the last six months.

