

## Terms and Conditions for the Vehicle Scrappage Scheme

# Between

1. Birmingham City Council of Council House, Victoria Square, Birmingham, B1 1BB (“**the Council**”) and
2. the Applicant, as named in the Application (“**Applicant**” or “**You**”)

### **Clean Air Zone (CAZ) Vehicle Scrappage Scheme: General Terms and Conditions**

These terms and conditions apply to the Council’s **CAZ Vehicle Scrappage Scheme**. The Applicant, by applying to be considered for the Scheme agrees to comply with the following terms and conditions.

#### **Glossary of terms**

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

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

**Applicant/You** means the person applying for the CAZ Vehicle Scrappage Scheme being either the legal owner or the Registered Keeper acting with permission of the legal owner.

**Application** means the completed application for participation in the CAZ Vehicle Scrappage Scheme by the Applicant submitted to the Council through the Brum Breathes website.

**Approved Partner** means TfWM

**Authorised Treatment Facility (ATF):** means a licenced operation for scrapping end of life vehicles and which follows the government rules and regulations when dismantling and disposing of scrap cars and can issue CoD’s

**Benefit Offer Letter** means a letter from the Department for Work and Pensions, HM Revenue and Customs or other government department confirming the Applicant’s entitlement to state benefits or a letter from Veterans UK confirming the Applicants entitlement to the War Pensions Mobility Supplement.

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

**CAZ** means Clean Air zone boundary as contained in the Birmingham Clean Air Zone Charging Order 2021 and shown on the Clean Air Zone Plan and CAZ Boundary Plans.

**CAZ Incentive(s)** means either CAZ Vehicle Scrappage Scheme Option A, B or C

**CAZ Vehicle Scrappage Scheme** means the CAZ Incentives available to Applicants who meet the Eligibility Criteria provided for the purpose of encouraging the removal of Non-Compliant Vehicles in return for either a Scrappage Grant or/and Travel Credits through TfWM

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

**CAZ Vehicle Scrappage Scheme Option A** means a grant up to the maximum of £2000 for scrapping a Non-Compliant Vehicle

**CAZ Vehicle Scrappage Scheme Option B** means a grant up to the maximum of £1,600 for scrapping a Non-Compliant Vehicle, plus £1,500 Travel Credits. The total grant amount under this option is £3,100

**CAZ Vehicle Scrappage Scheme Option C** means a grant up to the maximum of £1,000 for scrapping a Non-Compliant Vehicle, plus two £1,500 Travel Credits (totalling £3000 in Travel Credits). The total grant amount under this option is £4,000

**Compliant vehicle:** a vehicle which meets the standards required of a compliant vehicle for the purposes of a CAZ incentive if the vehicle is:

- a) an electric vehicle;
- b) a positive ignition vehicle that as a minimum meets the Euro 4 standards for that specific vehicle; or
- c) a compression ignition vehicle that as a minimum meets the Euro 6 standards for that specific vehicle

**Certificate of Destruction (CoD)** means the official document issued by an Authorised Treatment Facility and or the Driver and Vehicle Licensing Agency (DVLA) confirming that a vehicle has been destroyed.

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

**Eligibility Criteria** means the criteria the Applicant must successfully meet to the Council's satisfaction to be eligible to participate in the CAZ Vehicle Scrappage Scheme as set out in Schedule 1 and 2

**Eligible Travel Products** means the list of products that can be purchased with Travel Credit and are contained at the TfWM web page <https://www.tfwm.org.uk/swift-and-tickets/> as may be amended and updated by TfWM from time to time.

**GDPR** means the UK General Data Protection Regulations (GDPR)

**Grant Approval Email:** the email sent by the Council to the Applicant confirming the Applicant is eligible for the CAZ Vehicle Scrappage Scheme and the process the Applicant needs to follow to receive the grant funding.

**Grant Funding** any funding provided to the Applicant in relation to a CAZ Incentive

**Non-Compliant Vehicle** a vehicle which fails to meet or exceed the standards required of a Compliant Vehicle and for the purposes of this scheme any vehicle of Class M<sub>1</sub> and Class N<sub>1</sub> which is used for personal use. The vehicle Classes are set out in <https://www.gov.uk/vehicle-approval/individual-vehicle-approval-manuals> [Schedule 1 of the Vehicle Classes Regulations of the Road User Charging and Workplace Parking Levy (Classes of Motor Vehicles) (England) Regulations 2001]

**Parties** means Birmingham City Council and the Applicant/You

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

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

**Registered Owner** A registered owner is usually the person or entity that is on the government records as being the legal owner of certain vehicle.

**Resident:** an individual who lives within Birmingham's Clean Air Zone (CAZ) boundary and owns a qualifying non-compliant vehicle.

**Subsidy Control Rules** all the obligations and rules relating to a subsidy or a potential subsidy provided by a public authority as detailed under the Subsidy Control Act 2022 and/or any statutory guidance, applicable judgement, court order, statute, statutory instrument, regulation, directive or decision as may be applicable from time to time

**Swift Account** means an online account provided by TfWM, created and held by the Applicant for the purpose of using the TfWM's transport network.

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

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

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

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

**Worker** an individual travelling into the CAZ, in a qualifying non-compliant vehicle, for work purposes.

## **General Terms and Conditions**

1. By agreeing to these terms and conditions You confirm that You are the Registered Keeper and Legal Owner of the Non-Compliant Vehicle used in your Application. In the event that You are not the Legal Owner of the Non-Compliant Vehicle used in your Application, You will provide evidence that You have been authorised in writing by the legal owner(s) of any vehicle(s).
2. You agree that any information You provide may be cross referenced with other databases of information that the Council holds, such that the Council may verify the information You have provided and any changes to the vehicles associated with You in the Council's records.
3. The rights and responsibilities under these terms and conditions are for the Parties' benefit only and are not intended to benefit anyone else or be enforceable by anyone else. No person other than the Parties shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms and conditions.
4. The CAZ Vehicle Scrappage Scheme will run for as long as the Council in its absolute discretion decides the CAZ Incentives are available. For the avoidance of doubt, the Council may remove or amend the CAZ Vehicle Scrappage Scheme at any point.
5. We reserve the right to change these terms and conditions and will let You know beforehand if We make any significant changes. We will not contact You about other changes to the terms and conditions that We do not feel are significant. Please check these terms and conditions regularly to ensure You are familiar with the current version.
6. If We fail to enforce any of our rights under this Agreement, it does not mean We will not have the right to enforce them in the future.
7. Both Parties agree that they will not pass on any confidential information to anyone else unless there is a right or obligation to do so by law or if both Parties agree.
8. You are responsible for:
  - a) Providing Us with correct and accurate information in order that We can assess Your Application against the Eligibility Criteria and notifying Us of any changes to that information.
  - b) Reading and acting on all communications We send You regarding Your Application and this Agreement.
  - c) Making sure that Your mailbox settings for emails, including spam filters, allow You to receive emails from Us; and the email address You provide in Your Application must remain the same for correspondence with Us and with Approved Partner.
  - d) Making sure that You register the correct contact details with Us and that You tell Us promptly if those contact details change
  - e) Seeking the permission from the person, if you will be sharing the travel credits for Option C.
  - f) Complying with any instructions given by Us or an Approved Partner in respect of these terms and conditions and the CAZ Vehicle Scrappage Scheme.

9. You agree that We are not responsible if You fail to read and act on any communications, We have sent You.
10. You agree to receive communications related to this Agreement from Us electronically.
11. You agree not to send Us any material that is illegal, offensive, abusive, defamatory, menacing, or which would breach copyright, trademark, confidence, privacy or any other right. This also includes material which may contain software viruses, political campaigning, advertising for business, chain letters, mass mailings or 'spam'.

## **Notices**

12. Any notice We give under this Agreement may be sent to the address You have provided and may include items sent via the post, by email, or any other electronic transmission.
13. A notice We send to You will be deemed to be served in accordance with the following:
  - a) Delivered by hand, at the time of delivery
  - b) Posting, after two business days
  - c) Sent by email or other electronic transmission, if sent on a business day before 16:30, on that day; or in any other case, on the next business day after the day it was sent.
14. English will be the language for all communications between the Parties.
15. In all notices We will include the unique reference number allocated to You when We receive Your CAZ Vehicle Scrappage Scheme Application.
16. We reserve the right to reject Your application to a CAZ Incentive if We have reasonable grounds to believe that You are no longer eligible for a CAZ Incentive (i.e. You are benefitting from a scheme to which You are no longer entitled to as set out in the terms and conditions that You have agreed to). In these circumstances We will write to You with the reasons for our decision.
17. You acknowledge that You cannot transfer Your CAZ Incentive to another vehicle.

## **Checking information**

18. At any time after We receive Your Application for a CAZ Incentive, including after We have notified You that Your Application is accepted and/or after any payment has been made, We may ask You for proof of eligibility for the CAZ Incentive and/or any other information about Your vehicle for the purposes of determining eligibility for the CAZ Vehicle Scrappage Scheme.
19. We will send You an email requesting that information which You must provide by the date stated in that email.
20. If as a result of checks of the information provided by You, We decide that Your Application does not fulfil Our Eligibility Criteria then We will reject Your application and notify You accordingly.

## **Application and Eligibility Criteria**

21. An Application must be made by the Applicant. Where the Applicant is not the legal owner and is the Registered Keeper, the legal owner must have given

written and signed consent to make the Application. We may require additional evidence from the Registered Keeper that the legal owner has given permission to submit an Application before processing the Application. We may verify any information directly with the legal owner using the information provided in the Application.

22. Applications will be allocated an application number based upon the date that Applicants submit their Application. Any applicable CAZ Incentive is allocated on a first come, first served basis. If We require any amendment to or further information on an Application, We will put an Application on hold until the Applicant supplies the amendment or further information and We are satisfied with the Application. If any CAZ Incentive has been exhausted before the Applicant supplies that amendment or additional information, We will reject the Application.
23. An Applicant may submit one Application per the CAZ Vehicle Scrappage Scheme and may be deemed to not be eligible if they have received a similar grant or incentive from the West Midlands Combined Authority.
24. The information in the Application must match the licensing records, V5C Registration Document and other documents held by Us. We will notify the Applicant of any discrepancies We identify which the Applicant must correct before the Application can be progressed. If the Applicant fails to provide the required information within 14 days of it being requested, We may reject the Application.
25. If an Applicant reapplies, the Applicant must submit a new Application with all the required documents.
26. We will notify You of the acceptance or rejection of any application in writing using the email address provided in Your Application. Please ensure this email address is accurate and up to date.

### **The Council Post-Approval Process**

27. Once We are satisfied that the Application meets the Eligibility Criteria, We will send You CAZ Incentive Approval email.
28. You have 6 weeks from the date of the approval of your application to make a booking to have the vehicle scrapped with a registered ATF and provide Us with Certificate of Destruction (CoD). The Grant will be released only after satisfactory submission of this certificate.
29. If You are unable to make a booking to have the vehicle scrapped by a Registered ATF within 6 weeks from the date of the approval of your application, you may submit a request to the Council to extend this deadline. The decision to extend shall be at Council's sole discretion.

### **Grant funding**

30. The Grant Funding amount is subject to change at any time at the Council's discretion. Should the Grant Funding amount increase, an Applicant who is in receipt of a Grant Approval Email or Grant Funding payment will not be entitled to any further payment. All Grant Funding payments or offers of Grant Funding are final except where the Council is entitled to withdraw Grant Funding in accordance with this Agreement. Similarly, if Grant Funding is

reduced or withheld, the Council reserves the right to stop further payments being made to the Applicant in accordance with this Agreement.

31. Subject to Clause 30 the Council will pay the Grant Funding in accordance with the CAZ Vehicle Scrappage Scheme option selected by the Applicant as follows:

**Option A** Scrap a non-compliant vehicle:

Total Grant of £2,000 - BACS payment transferred directly into the account provided by the Applicant in their Application.

**Option B** Scrap a non-compliant vehicle and receive a Scrappage grant £1,600 - BACS payment transferred directly into the account provided by the Applicant in their Application and travel credit of £1,500 paid into the Applicant's Swift account which is managed by TfWM

**Option C** Scrap a non-compliant vehicle and receive a Scrappage grant £1,000 - BACS payment transferred directly into the account provided by the Applicant in their Application and two Travel Credits of £1,500 each paid into the Applicant's Swift account which is managed by TfWM.

32. The Applicant must promptly repay (and no later than 14 days) to the Council any money incorrectly paid either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where the Grant Funding has been paid in error before all conditions attached to the Grant Funding have been complied with by the Applicant

### **The Applicant's Obligations**

33. The Applicant warrants that:

- a) All information provided as part of the Application is accurate and complete and is capable of being relied upon by Us for the purposes of assessing the Application;
- b) You will inform Us if any part of the information is no longer correct within 7 days of such information no longer being correct; and
- c) You will inform Us within 7 days of the vehicle being sold or ownership of the vehicle being transferred to a family member, related entity or third party.

34. Where You are the legal owner, You warrant that:

- a) You have full capacity and authority to enter into this Agreement; and
- b) You have obtained authority from the Registered Keeper where applicable.

35. Where You are the Registered Keeper but not the legal owner, You warrant that:

- a) You have full capacity and authority to enter into this Agreement;
- b) You have obtained written and signed authority from the legal owner; and
- c) You will do everything possible to ensure the legal owner complies with any relevant obligations in this Agreement.

### **Rejection of the Application**

36. We may reject an Application if You do not:
- a) Comply with these terms and conditions for the purpose of Your Application
  - b) Scrap Your vehicle through a registered ATF and provide Us with Certificate of Destruction within 6 weeks of your Application being approved by Us
  - c) Provide any required information within 14 days of Us requesting it
37. Without prejudice to the Council's other rights and remedies, the Council may at its absolute discretion reduce, suspend or withhold the value of the CAZ incentive or require all or part of any CAZ Incentive to be repaid by You where You fail to comply with these terms and conditions.
38. Where We find that You are in breach of these terms and conditions, including, (but not limited to), fraudulent or inaccurate applications, We may seek recovery of any CAZ Incentive and may bring legal proceedings against the legal owner and/or Registered Keeper named in Your Application.
39. You must repay to the Council any value of CAZ Incentive which (in the Council's opinion) has been incorrectly paid, within 14 days of the Council notifying You to do so.
40. Where the Council reject an Application the Applicant who continues to meet the Eligibility Criteria may reapply in respect of the same vehicle for the CAZ Vehicle Scrappage Scheme by submitting a new application provided the none of the circumstances in clauses 36-39 above apply.

## **Liability**

41. We are not responsible to You or any other party whatsoever for (including but not limited to) any losses, costs, claims, damages, demands, expenses, liabilities, proceedings or judgments resulting from participation in the CAZ Vehicle Scrappage Scheme. This clause applies whether or not the Application is successful.
42. We will not be liable for any costs incurred prior to approval of the application.
43. Once you have selected one of the CAZ Vehicle Scrappage Scheme Options and approached a Registered ATF, the Council accepts no liability for any agreements and/or arrangements made between You and the Registered ATF.
44. You understand that once a vehicle has been scrapped through a Registered ATF, the Council will not be able to return this vehicle to the Applicant and will not be liable for any mistake made on the part of the Applicant.

## **Records and Evidence**

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

## **Subsidy Control Act 2022**

47. Grant Funding will be subject to the Subsidy Control Rules. The Grant Funding will only be payable as against incurred eligible costs and up to the



maximum subsidy threshold as permitted by the Subsidy Control Rules, taking into account current received subsidies upon deduction, as against such costs.

48. In accepting the Grant Funding, the Applicant will comply with the Subsidy Control Rules and fully cooperate with the Council concerning any procedures in relation to the Subsidy Control Rules.
49. If the Applicant is in breach of Clause 48, or the provision of the grant funding itself is deemed (by an appropriate authority) to breach the Subsidy Control Rules, the Council may at its absolute discretion reduce, suspend or withhold the Grant Funding, or require all or part of the Grant Funding (together with applicable interest as provided for under the Subsidy Control Rules) to be repaid by the applicant.
50. If the Council requires any part of the grant funding to be repaid in accordance with clause 49, the legal owner will repay the required sum and applicable interest within 28 days of a request by the Council.

### **Benefit Disclaimer**

51. Some low income, means-tested benefits are affected by the amount of money you receive or have in savings. A payment of Grant Funding to You under CAZ Vehicle Scrappage Scheme may be treated as savings/ earning for any means-tested benefits You claim. If the Grant Funding is treated as savings, and takes You over the permitted savings limit, your benefit claims may be affected. It is recommended that you seek external advice and guidance. The Council and Clean Air Zone team will have no liability to You if a payment of Grant Funding affects any means-tested benefits You receive now or in the future.

### **Data Protection**

52. The Council will comply with all its obligations under the Data Protection Legislation and will only process the Personal Data of the legal owner and Registered Keeper to administer the CAZ Vehicle Scrappage Scheme including for the purposes of assessing eligibility for the scheme.
53. The Council may share Personal Data with, or receive Personal data from, Transport for West Midlands, which is part of the West Midlands Combined Authority for the purposes of monitoring applications that are available from the West Midlands Combined Authority and where an Applicant may be deemed ineligible for a CAZ Vehicle Scrappage Scheme on the basis of having already received a CAZ Incentive from such schemes.

### **Governing Law**

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

## **Entire Agreement**

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

## **Third Party Rights**

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

## Schedule 1 – CAZ Worker Eligibility Criteria

This schedule details the three options that collectively comprise the CAZ Vehicle Scrappage Scheme. This Schedule 1 is for Applicants who meet the criteria for a CAZ Worker only and should be read in conjunction with the General Terms and Conditions.

### Eligibility Criteria

- You will need to have been the Registered Keeper of the Non-Compliant Vehicle since 1<sup>st</sup> June 2021
- The vehicle must be registered in the United Kingdom
- The vehicle must not be licensed as a Taxi or Private Hire vehicle
- You must be employed by a business located within the CAZ, or if You are self-employed Your business must be located within the CAZ
- You must earn £32,000 or less per year
- You must be working for a minimum of 18 hours per week in the CAZ
- The non-compliant vehicle must be road worthy

### Evidence Required

- **Proof of employment within the CAZ**

A letter from your employer on headed paper confirming you work at least 18 hours per week at premises within CAZ. Please use our [example letter](#) as a template to ensure you provide all of the relevant information.

- **Proof of Income**

You will need to provide evidence that Your earnings are £32,000.00 or less per year by providing either:

Please provide ONE of the following as evidence:

- P60 for the previous tax year
  - Payslip dated within the last 3 months
  - Current year's Tax return if self-employed.
  - Benefit Offer Letter, if applicable
- **Proof of vehicle ownership and road worthiness**
    - **V5C – Document in its entirety (4 pages)**; the details provided in the document should match those provided in the application.
- or**
- **eV948 certificate** - If the vehicle registration is a private number.

**and**

- **Insurance** - Valid insurance document.

**and**

- **MOT** – current MOT certificate (status check undertaken by the Council using the government website <https://www.gov.uk/check-mot-status>)

## Schedule 2 – CAZ Resident Eligibility Criteria

This schedule details the three options that collectively comprise the CAZ Vehicle Scrappage Scheme. This Schedule 2 is for Applicants who meet the criteria for a CAZ Resident only and should be read in conjunction with the General Terms and Conditions.

### Eligibility Criteria:

- You will need to have been the Registered Keeper of the Non-Compliant Vehicle since 1<sup>st</sup> June 2021
- The vehicle must be registered in the United Kingdom
- The vehicle must not be licensed as a Taxi or Private Hire vehicle
- You live within the boundary of the Clean Air Zone
- You are in receipt of one or more benefit(s) within the last 12 months as set out in the Benefit Offer Letter
- The non-compliant vehicle must be road worthy

### Evidence Required

- **Proof of residence**

Please provide ONE of the following as evidence:

- Utility bill dated within the last 3 months.
- Bank Statement dated within the last 3 months.
- Council Tax bill dated within the last 12 months.
- Valid driving licence.

- **Proof of vehicle ownership and road worthiness**

- **V5C – Document in its entirety (4 pages)** ; the details provided in the document should match those provided in the application.

**or**

- **eV948 certificate** - If the vehicle registration is a private number.

**and**

- **Insurance** - Valid insurance document.

**and**

- **MOT** – current MOT certificate (status check undertaken by the Council using the government website <https://www.gov.uk/check-mot-status>)

- **Proof of Benefit(s)**
  - Benefit Offer Letter