

Low emission zone support fund

Terms and conditions (Business)

You and your business

1. Funds are only available to eligible micro businesses and sole traders located in or within 20km of one of Scotland's low emission zones.
2. The applicant must meet the definition of a micro business; this includes sole traders. For a business to be a micro business, it must meet the following:
 - a. report a turnover of £632,000 or less or a balance sheet of £316,000 or less
 - b. retain nine or fewer full-time equivalent employees
3. The applicant business must have been operational for at least 12 months.
4. The fund is open to businesses and sole traders, and not for personal vehicles.
5. Applicants operating within the motor trade can only dispose of vehicle via this fund that have been used for business operations and were not intended for demonstration or resale.
6. A maximum of three vehicles can be funded through the Low Emission Zone Support Fund.
 - a. Following vehicle disposal, applicants can apply for funding for a maximum of three vehicles to be retrofitted through the Low Emission Zone Retrofit Fund. The value of the Low Emission Support Fund grant(s) will be deducted from any Low Emission Zone Retrofit Fund grant offers.
 - b. If the applicant has previously received funding for the maximum of three vehicles through the Low Emission Zone Retrofit Fund, no further funding is available through Low Emission Zone Support Fund.

Your vehicle

7. Vehicles to be disposed of must be uncompliant with zone standards.
8. Applicants must have owned and have been named registered keeper of the vehicle prior to 17 September 2020 to apply to the fund.
9. Applicants must own the vehicle outright and therefore have the legal right to scrap the vehicle, with no outstanding finance remaining.
10. The vehicle must be a business asset and evidence of this will be required if not confirmed within ownership documents.
11. If the applicant purchases a replacement vehicle with the intention of retrofitting throughout the LEZ Retrofit Fund within the next 12 months, the value of the previous grant will be deducted from any future Retrofit grant offer.

Grant conditions

12. The grant is offered on a first come, first served basis and is subject to available funding. Energy Saving Trust reserves the right to remove or amend this offer at any time.
13. A maximum grant of £2,000 is available per vehicle, with a maximum of three vehicles per organisation (up to £6000, subject to eligibility).
14. Grant offers are valid for three months unless stated otherwise. If not claimed by the deadline the funding will be withdrawn and reallocated to another applicant. Please notify us of any delays as soon as possible and we may be able to apply an extension upon review of your request.
15. Applicants must notify Energy Saving Trust of their acceptance of the grant within 14 days of the offer being made or by 28 February 2024, whichever occurs first, or no funds will be allocated. To formally accept the grant a completed grant acceptance form must be submitted.
16. Your vehicle must be disposed of and claim submitted with a dated certificate of destruction by your grant expiry date or 31 March 2024, whichever occurs first.
17. The grant is only paid in the form of a reimbursement upon scrappage of the vehicle and submission of paperwork required by Energy Saving Trust.
18. Any replacement vehicle purchased following receipt of this grant by the business, must be compliant with the LEZ emission standards. Energy Saving Trust reserves the right to request evidence of this and withhold payment until received, if required.
19. This grant is only available to businesses intending to continue operating within the Low Emission Zones through their introduction and enforcement. This grant cannot be used for the purpose of selling assets when concluding business, liquidating the business or retirement.
20. Upon acceptance of the applicant's grant claims following the disposal of the vehicle, eligible businesses will be invited to apply to the Travel Better grant for up to a further £1,000 towards a cargo bike (electric and non-electric).
21. You are the necessary authority to submit and claim this grant on behalf of the applicant organisation.
22. The Low Emission Zone Support Fund cannot be used in conjunction with Transport Scotland's Switched on Taxi Loan or Low Carbon Transport Loan to purchase new vehicles. This is a standalone fund and the applicant must not apply for the aforementioned funding until six months following grant payment from the Low Emission Zone Support Fund. In addition, the applicant must not have received funding from these programmes six months prior to applying. There are restrictions in place for used vehicle loan options administered by the Energy Saving Trust.
23. Energy Saving Trust reserves the right to and will at its sole discretion assess on a case by case basis applications that fall outside any of the eligibility requirements set out in this form. Such applications will be assessed on their merits, bearing in mind the intent of the Low Emission Zone Support fund.

Vehicle disposal

24. You must not scrap your vehicle prior to being issued and accepting a grant offer letter. If you do so, or dispose of your vehicle by any other means, your application will be withdrawn.
25. You must scrap your vehicle at a SEPA authorised treatment facility. You can find here the full list of all [authorised treatment facilities in Scotland](#).

General

26. Energy Saving Trust is unable to accept any applications or third party involvement on behalf of the applicant from representatives from the following: vehicle sales, authorised treatment facilities, scrapyards, vehicle servicing and maintenance services or vehicle conversion/retrofitting services. Energy Saving Trust have the right to refuse any other third parties where a conflict of interest is found.
27. Energy Saving Trust can only accept applications from one business under a single address. We will not accept applications from multiple businesses, partnerships or sole traders that share an address. If your business operates from a shared office or business premises, Energy Saving Trust will verify this before accepting an application.
28. All information you provide on the application and in any subsequent interactions with Energy Saving Trust must be correct and accurate. If you are unable to or subsequently fail to meet any of these criteria, your application will not be progressed.
29. If you are found to have breached any criteria after your grant has been paid, you will be required to repay the funding amount in full.
30. If any information provided in relation to this application is subsequently found to be untrue, inaccurate or incomplete, this may invalidate the entire application.
31. You must notify Energy Saving Trust at LEZfund@est.org.uk without delay if at any time after this application is submitted there is any material change to any of this information, in particular to any information that would affect eligibility for any grant under the fund.
32. You must disclose all relevant information in relation to any grants or other forms of assistance from state resources in the three years prior to the date of this agreement, for example, grants, loans, guarantees or other forms of assistance from central or local government, regional development agencies, devolved administrations or business links (the "Previous Subsidies") so as to enable the Energy Saving Trust to be reasonably satisfied that the sum of the Previous Subsidies (including any 'de minimis' aid granted prior to 31 December 2020 under Commission Regulation (EU) No 1407/2013) taken together with all sums to be taken into account in connection with this loan agreement does not exceed the 325,000 Special Drawing Rights (approximately £344,600) value threshold set out in Article 3.2(4) of Chapter 3 of Title XI of the Trade and Cooperation Agreement between the European Union and the UK (as that limit may be amended from time to time).
33. You must ensure that receipt of the grant monies will not be incompatible with

any laws, regulations, rules and guidance applying in the UK and/or the UK's international obligations in relation to public subsidies (which place restrictions on the circumstances in which public funds may be granted to businesses or other organisations carrying out economic activities).

34. The information made available by the Energy Saving Trust on its website and elsewhere in relation to the grant fund and more generally in relation to vehicles is intended to act as a guide only, and accordingly the Energy Saving Trust cannot and does not accept any liability for any loss or damage that you may suffer as a result of using that information.
35. The Energy Saving Trust and/or the Scottish Government reserves the right, at its sole and absolute discretion and at any time, to change any of the eligibility requirements set out in this form and/or to introduce new or additional terms and conditions on giving notice to you.
36. Should the Scottish Government discontinue the grant fund, applicants who have received a formal written grant offer from the Energy Saving Trust will still be entitled to receive payment of the grant, assuming they still meet the eligibility requirement for the fund and the offer is in date.
37. The Energy Saving Trust reserves the right in consultation with the Scottish Government to suspend or reject grant applications at any time where a formal written grant offer has not been signed and returned, including where there are insufficient funds available to provide to all applicants.
38. The Energy Saving Trust reserves the right to reject any application for a grant and Energy Saving Trust's decision as to whether an applicant is eligible for a grant will be final. The Energy Saving Trust may seek further information to determine eligibility and you must provide this information within the specified time frame if you wish to continue with the application. Neither the Energy Saving Trust nor any of its officers, employees, agents or subcontractors shall be liable for any losses, damages or costs suffered by you which arise out of or in connection with the application process whether caused by the negligence of the Energy Saving Trust, any of the Energy Saving Trust's officers, employees, agents or subcontractors or otherwise.
39. The Energy Saving Trust reserves the right to and will at its sole discretion assess on a case by case basis applications that fall outside any of the eligibility requirements set out in this form. Such applications will be assessed on their merits, bearing in mind the intent of the Low Emission Zone Support fund.
40. The arrangements applicable to this Low Emission Zone Support Grant fund will be governed by and construed in accordance with the laws of Scotland and will be subject to the non-exclusive jurisdiction of the Scottish Courts.
41. Failure to meet terms and conditions will result in your offer being withdrawn.

Data Protection

42. To monitor and administer the Low Emission Zone Support Fund, we need to process your personal data. This may include passing your data to Transport Scotland (an agency of the Scottish Government), Audit Scotland and other funding bodies who will process it solely for the purposes of administering and

auditing this fund.

43. By submitting your application, you acknowledge and agree that we may make searches at fraud prevention agencies who will supply us with your personal data. We may also share your personal data with financial and other organisations involved in fraud prevention to protect ourselves and others from theft and fraud. If you give us false or inaccurate information and we suspect fraud, we will record this. We and other third parties may use this information if decisions are made about you or others at your address(es) on credit or credit-related services or motor, household, credit, life or any other insurance facilities. It may also be used for tracing and claims assessment.
44. By submitting an application, you give permission for Energy Saving Trust to verify your evidence with the DVLA as required.
45. Energy Saving Trust may contact you in the future to assess customer satisfaction, participation in case studies or carry out evaluation of the fund.
46. [Energy Saving Trust's full Privacy Policy](#) is available online.