

# Low Emission Zone Retrofit Fund

## Terms and Conditions

### You and your business

1. Funds are only available to eligible micro businesses and sole traders operating within one of Scotland's low emission zones on a weekly basis.
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 criteria:
  - 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 not have received a grant payment following the retrofit of any vehicle they own or have an existing valid grant offer in place.
4. The applicant business must have been operational for at least 12 months.
5. The applicant must not be registered to reclaim VAT.
6. The applicant must hold a UK bank account utilised for business purposes.
7. The fund is open to businesses and sole traders, and not for personal vehicles.
8. If the applicant has previously received funding from the Low Emission Zone Support Fund within 12 months of applying to the Low Emission Zone Retrofit fund, the value of the Low Emission Zone Support Fund grant will be deducted from any successful Low Emission Zone Retrofit Fund offer on a vehicle-by-vehicle basis.
9. Applicants, their directors, or other persons with powers of representation, decision or control of the applicants must be of good standing. Applicants must declare prior to applying if they, their directors, or other persons with powers of representation, decision or control of the organisation have any prior convictions for any common law or statutory offence referred to in Regulation 57 of the Public Contracts (Scotland) Regulations 2015.
10. Applicants must also declare if they are subject to any kind of bankruptcy, administration, insolvency, winding up or debt relief order or proceedings, if they are in an arrangement with creditors, if their business activities are suspended, or if they are in any analogous situation arising from any similar procedure under the laws and regulations of any jurisdiction. They must also declare, prior to applying, if they have committed an act of grave professional misconduct or failed to fulfil obligations relating to the payment of social security or tax contributions.
11. Declaration of any of the offences, matters or circumstances referred to above may result in the application being rejected, but Energy Saving Trust reserves the right to consider on a case-by-case basis. Failure by an applicant to disclose true and accurate information on any of the above offences, matters or circumstances will result in an application being rejected.

### Your vehicle(s)

12. The applicant can apply for a maximum of one vehicle to be funded through the Low Emission Zone Retrofit Fund, if applicants have received previous funding, no further funding can be offered.
13. The vehicle to be retrofitted must be non-compliant with low emission zone standards.
14. The vehicle must have a Clean Vehicle Retrofit Accreditation Scheme (CVRAS) approved solution available.
15. If a previous vehicle was disposed in exchange of funds through the Low Emission Zone Support Fund, the



value of the previous grant will be deducted from the Retrofit grant offer.

16. The applicant must be the named registered keeper, own the vehicle outright with no outstanding finance remaining, and therefore have the legal right to retrofit the vehicle.

### **Retrofitting your vehicle**

17. The applicant must ensure they have considered the viability of the retrofit solution, including reviewing local refuelling availability prior to submission of their application. Energy Saving Trust has no liability to the applicant in respect of the suitability or viability of the retrofit solution. Energy Saving Trust shall not in any circumstances be liable for loss or damage which arises in relation to the selection by the applicant of any or a particular retrofit solution.
18. The applicant must contact their insurance provider to ensure that the proposed retrofit does not affect their cover. The applicant must maintain adequate insurance to cover the value of the retrofit adaptation.
19. The applicant is responsible for ensuring any quote, invoice or evidence sent to Energy Saving Trust is valid and accurate.
20. The applicant is responsible for their relationship with the CVRAS approved installer and must confirm the installer will provide all necessary information to Energy Saving Trust to process the grant payment.
21. The applicant must operate the retrofitted vehicle for at least three years (for light commercial vehicles and taxis) or five years (for heavy goods and refuse collection vehicles) following the retrofit and the maintenance of the installed equipment according to manufacturer's recommendations for this period as a minimum.
22. Those installing exhaust treatment solutions must commit to installing a telematics system allowing Energy Saving Trust to monitor location, fuel consumption, distances driven, hours operated, daily average and instantaneous nitrous oxide (NOx) emissions and diesel exhaust fluid (eg AdBlue) consumption for each vehicle funded.
23. An applicant that operates wheelchair accessible taxis and light commercial vehicles must commit to providing data for a period of up to three years following installation. Following this period, the applicant must commit to retaining the vehicle on the CVRAS list to ensure continued low emission zone or clean air zone compliance.
24. An applicant that operates heavy goods vehicles or refuse collection vehicles must commit to providing data for a period of up to five years following installation. Following this period, the applicant must commit to retaining the vehicle on the CVRAS list to ensure continued low emission zone or clean air zone compliance.

### **Compliance**

25. The applicant must follow all manufacturer's advice to ensure the retrofit system is performing well and achieving desired emissions standards. The applicant must ensure the vehicle and system is regularly and well-maintained. For retrofit exhaust after-treatment systems, applicants must maintain recommended levels of diesel exhaust fluid (e.g. AdBlue) in the vehicles as per manufacturers advice.
26. If it is identified that a retrofitted vehicle is not performing as expected, the applicant will receive guidance from Energy Saving Trust to take steps to improve the vehicle's performance. The applicant must show willing to improve the performance of their vehicle and will be required to provide evidence that steps have been taken. Where performance is not improved and applicants do not show willing to improve this, the applicant will be liable to repay to Energy Saving Trust part of the grant in order for the funding to be returned to the Scottish Government. The amount to be repaid would be proportionate to the length of term of the three or five-year period following installation remaining from when the performance fault was identified.
27. If the above condition is enforced, Energy Saving Trust reserves the right to report the vehicle

performance issues to CVRAS and the vehicle may be removed from a centralised database of retrofitted vehicles compliant with low emission zone and clean air zone standards in the UK. This could result in the vehicle being penalised or charged when entering any low emission zone or clean air zone in the UK.

### **Specific to taxis**

28. The applicant must contact their local licensing authority to ensure that the proposed retrofit system meets their minimum standards. Local taxi licensing rules and regulations will take precedence over the terms of this grant.

### **Grant conditions**

29. Funding is available to cover 70% of the total cost of the chosen retrofit, capped at the following amounts:
  - Up to £5,000 per light commercial vehicle and wheelchair accessible taxi installing retrofit exhaust after-treatment systems.
  - Up to £10, 000 per wheelchair accessible taxi installing re-powering technology system.
  - Up to £16,000 per heavy goods vehicle or refuse collection vehicle.
30. Funding values are subject to change.
31. As stated in condition 15, if the applicant has received funding from the Low Emission Zone Support Fund, the value of the previous grant will be deducted from the Retrofit grant offer.
32. For retrofit exhaust after-treatment systems and heavy goods vehicles, funding also covers 100% of the total cost of a telematic system and related data subscriptions services. Energy Saving Trust will cover the cost of data subscription services yearly for the required three- or five- year period.
33. The applicant is responsible for paying the necessary deposit to secure the conversion unit to the CVRAS accredited installer and is responsible for any VAT costs. Evidence of deposit payment is required within 30 days of the grant offer by Energy Saving Trust in order to secure any grant offer . Failure to do so will result in funding offer being withdrawn. Energy Saving Trust holds no responsibility for the deposit payment and cannot be held liable against the payment or loss of deposit.
34. The chosen retrofit solution must be [CVRAS accredited](#) and meet the minimum standards of the planned low emission zones (Term 14). The applicant must adhere to all maintenance guidance to ensure the vehicle continues to meet the standards of the low emission zones.
35. Funding will not be offered retrospectively, and the applicant must not have their vehicle retrofitted prior to receiving and accepting their formal grant offer letter.
36. The applicant will have five months to claim the grant from the grant offer date, unless stated otherwise, subject to grant acceptance conditions being met. If the grant is not claimed within the required timeframe, the funds will be reallocated.
37. Applicants must notify Energy Saving Trust of their acceptance of the grant within 30 days of the offer being made or by 31 December 2024, whichever occurs first or no funds will be allocated. To formally accept the grant, a grant acceptance form must be completed and evidence of deposit payment must be provided.
38. The grant available to an applicant covers the cost of the agreed measure(s) only; it does not include other costs such as delivery. The grant must be used only for the purposes declared by the applicant during the application process and for no other purpose.
39. 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 anytime.
40. The grant is only paid directly to the CVRAS-approved installer of the vehicle solution following completion of works and submission of paperwork required by Energy Saving Trust. Evidence to prove the work has been completed and telematics units (if applicable) show adequate data collection will be required and may include (but is not limited to) photographic evidence and confirmation that adequate advice has

been provided to ensure the effective running and maintenance of the new system. Energy Saving Trust has no liability to the applicant in respect of the work carried out by the CVRAS retrofit installer. Energy Saving Trust shall not in any circumstances be liable for loss or damage which arises in relation to or as a result of the work carried out by the CVRAS retrofit installer.

41. 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 Retrofit fund.
42. Energy Saving Trust reserves the right to carry out site inspections to verify that the grant conditions have been complied with and/or to monitor the effectiveness of the measures that have been implemented under the scheme.

## **General**

43. Terms and Conditions must be agreed to on application submission by the applicant themselves; any applications received by third parties on behalf of the applicant will be rejected.
44. Should applicants require a third party to communicate with Energy Saving Trust on their behalf, written confirmation must be submitted to [LEZFund@est.org.uk](mailto:LEZFund@est.org.uk) prior to the third party engaging with Energy Saving Trust. Energy Saving Trust retain the right to refuse any engagement with third parties where a conflict of interest is found.
45. Energy Saving Trust can only accept applications from one business under a single address. Applications from multiple businesses, partnerships or sole traders that share an address will not be accepted. If the applicant operates from a shared office or business premises, Energy Saving Trust will verify this before accepting an application.
46. All information provided on the application and in any subsequent interactions with Energy Saving Trust must be correct and accurate. If the applicant is unable to or subsequently fails to meet any of these criteria, the application will not be progressed.
47. If the applicant is found to have breached any criteria after the grant has been paid, the applicant will be required to repay the funding amount in full.
48. If any information provided in relation to this application is subsequently found to be untrue, inaccurate, or incomplete, this may invalidate the entire application.
49. The applicant must notify Energy Saving Trust at [LEZFund@est.org.uk](mailto:LEZFund@est.org.uk) without delay if at any time after the application is submitted there is any material change to any information, in particular to any information that would affect eligibility for grant funding.
50. The applicant agrees that if the vehicle is sold on, written off or exchanged within the three or five-year period, they will be liable to repay to Energy Saving Trust part of the grant in order for the funding to be returned to the Scottish Government. The amount to be repaid will be proportionate to the length of term of the three or five-year period following installation remaining. Applicants should also ensure that their vehicle is adequately insured to cover any grant repayment should the vehicle be written off, damaged or stolen.
51. The applicant 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).

52. The applicant 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).
53. 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 the applicant may suffer as a result of using that information.
54. 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 the applicant.
55. 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, will receive payment of the grant.
56. 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.
57. 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 the applicant must provide this information within the specified time frame if the applicant wishes 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 the applicant 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.
58. 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 Retrofit fund.
59. The arrangements applicable to this Low Emission Zone Retrofit 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.
60. Failure to meet terms and conditions will result in the grant offer being withdrawn.

## **Data Protection**

61. To monitor and administer the Low Emission Zone Retrofit 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, evaluating, and auditing this fund.
62. Your information will be retained for 7 years from when funding is issued or from our last point of contact with you.
63. By applying, you give permission for Energy Saving Trust to verify your evidence with the DVLA as required.
64. Energy Saving Trust may contact you in the future to assess customer satisfaction, participation in case studies or carry out evaluation of the fund.
65. To monitor the success of Low Emission Zone Retrofit Fund, grantees installing an exhaust after-treatment system with telematics will be required to provide Energy Saving Trust with access to the vehicle's telematics data including GPS location data for a period of up to three- or five-years following install. This data will be reviewed to understand the impact of the fund and the retrofit solution in improving local air quality when operating within the boundaries of a low emission zone. Findings will be reported to Transport

Scotland and CVRAS. Data will only be used to assess the effectiveness of the retrofitted solution and will not be shared with any further parties. Applicants must agree to clarify any questions Energy Saving Trust may have regarding telematics or their install.

66. Energy Saving Trust may need to confirm the applicant's personal details with the applicant's chosen CVRAS approved supplier, including their subcontractors, as stated in the applicant's initial application. Energy Saving Trust will not share this information with any other suppliers or any other third parties.
67. Energy Saving Trust's full privacy policy is available at [energysavingtrust.org.uk/privacy-policy](https://energysavingtrust.org.uk/privacy-policy) or upon request from the data protection officer at [DataProtectionOfficer@est.org.uk](mailto:DataProtectionOfficer@est.org.uk).