

Energy Saving Trust Prospect House 5 Thistle Street Edinburgh EH2 1DF

energysavingtrust.org.uk e. LEZfund@est.org.uk

# Low Emission Zone Support Fund

### Terms and conditions for households

#### About you

- 1. Funds are only available to eligible households located in or within 20km of one of Scotland's low emission zones.
- 2. The fund is open to individuals for the disposal of personal vehicles only. It is not open to businesses, sole traders or for vehicles used for business purposes.
- 3. Funding is available for one eligible vehicle, per applicant and per property.
- 4. Applicants must be aged 18 or over.

#### Your vehicle

- 5. The vehicle to be disposed of must be non-compliant with low emission zone standards.
- 6. Applicants must have owned and have been named registered keeper of the vehicle for at least 12 months prior to applying to the fund, this must be evidenced through a V5 certificate and may be supplemented by further documentation on request.
- 7. Applicants must own the vehicle outright and therefore have the legal right to dispose of the vehicle, with no outstanding finance remaining.





#### **Grant conditions**

- 8. 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.
- 9. A maximum grant to dispose of the vehicle is £2,000.
- 10. Grant offers are valid for three months unless stated otherwise, subject to grant acceptance conditions being met. If not claimed by the deadline, the funding will be withdrawn and reallocated to another applicant.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.
- You must notify Energy Saving Trust of your acceptance of the grant within 14 days of the offer being made or by 28 February 2025, whichever occurs first, or no funds will be allocated. To formally accept the grant and secure funding a completed grant acceptance form must be submitted.
- 12. Your vehicle must be disposed of and claimed with a certificate of destruction issued by your grant expiry date or 15 March 2025, whichever occurs first.
- 13. The grant is only paid in the form of a reimbursement upon scrappage of the vehicle and submission of a valid Certificate of Destruction from a SEPA licenced <u>authorised treatment</u> <u>facilities in Scotland</u> is required by Energy Saving Trust.
- 14. Further funding under the Travel Better grant may be available to you and one other adult in your household once your claim for the disposal of your vehicle has been accepted and paid. It is advised you retain funds following payment of the Support Fund grant to cover costs of Travel Better purchases. The Travel Better grant requires the submission of a separate application form and is not automatically awarded following vehicle disposal.
- 15. Energy Saving Trust reserves the right to and will at its sole discretion assess on a case-bycase 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

- 16. 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 rejected.
- 17. You must scrap your vehicle at a SEPA authorised treatment facility in Scotland. You can find here the full list of <u>authorised treatment facilities in Scotland</u>.

#### General

- 18. 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.
- 19. 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 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.
- 20. 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.
- 21. 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.
- 22. If any information provided in relation to this application is subsequently found to be untrue, inaccurate, or incomplete, this may invalidate the entire application.
- 23. You must notify Energy Saving Trust at <u>LEZfund@est.org.uk</u> 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. The information made available by 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

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only, and accordingly 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.

- 24. 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.
- 25. Should the Scottish Government discontinue the grant fund, applicants who have received a formal written grant offer from 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.
- 26. 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.
- 27. 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. 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 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 Energy Saving Trust, any of Energy Saving Trust's officers, employees, agents or subcontractors or otherwise.
- 28. The arrangements applicable to this Low Emission Zone Support 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.
- 29. Failure to meet terms and conditions will result in your offer being withdrawn.

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#### Data protection:

- 30. 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.
- 31. 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.
- 32. By submitting an application, you give permission for Energy Saving Trust to verify your evidence with the DWP and/or DVLA as required.
- 33. Energy Saving Trust may contact you in the future to assess customer satisfaction, participation in case studies or carry out evaluation of the fund.
- 34. Energy Saving Trust's full privacy policy is available at <u>energysavingtrust.org.uk/privacy-</u> policy or upon request from the data protection officer at <u>DataProtectionOfficer@est.org.uk</u>.