

LPG Grant Funding Scheme

Terms & Conditions

Please read these terms and conditions carefully. These terms set out the Eligibility Criteria, your obligations, payment, State aid considerations and other important information.

1. These terms and conditions apply to the LPG Conversion Scheme provided by Transport for London (“TfL”). The terms and conditions are between TfL and the Applicant (as defined below). TfL reserves the right to make changes to these terms and conditions from time to time.
2. In these terms and conditions, the following words will have the following meanings:

Agreement means the completed and signed Application sent to TfL;

Applicant means the person applying for Grant Funding under the Scheme being either the Legal Owner or the Registered Keeper acting with permission of the Legal Owner;

Application means these terms and conditions together with the completed Proof of Permission Document for the Taxi and any schedules and documents referred to;

Approved Suppliers means organisation(s) which are approved by TfL to undertake an LPG Conversion in relation to the Scheme which may be amended from time to time and which will be communicated to the Applicant in the Grant Approval Letter;

Data Protection Legislation means the Data Protection Act 2018 and Regulation (EU) 2016/679, the General Data Protection Regulation as amended from time to time or any national replacement for such legislation;

Eligibility Criteria means the criteria the Applicant must successfully meet to TfL’s reasonable satisfaction to be eligible to participate in the Scheme as set out in Schedule 1;

Fleet Owner means a business in the United Kingdom owning two or more taxis with a Taxi Vehicle Licence;

General Block Exemption Regulation means the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187 26.6.2014, p.1);

Grant Approval Letter means the letter sent by TfL to the Applicant confirming the Applicant is eligible for this Scheme and the LPG Conversion process the Applicant needs to follow;

Grant Funding means the payment of up to five thousand pounds (£5,000) to be paid to the Legal Owner by TfL after TfL has confirmed the Applicant has met the Eligibility Criteria and complied with all of these terms and conditions;

Legal Owner means the person able to demonstrate ownership of the Taxi by way of proof of purchase such as a bill of sale or proof that the Taxi was given to them as a gift;

LPG means Liquid Petroleum Gas;

LPG Conversion means the process by which a vehicle is converted to run on an LPG system which meets the Euro 6 emissions standard;

Manufacturer means the London EV Company Limited (company number **08357576**) whose registered office is at **Li Close, Anstry Park, Anstry, Coventry CV7 9RF**;

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

Proof of Permission Document means the document titled 'Proof of Permission' which the Applicant must complete as part of the Application;

Registered Keeper means the person named in section five of the Taxi's V5C Registration Document;

Roadworthy means a Taxi which complies with TfL's taxi and private hire vehicle licensing inspection manual;

Scheme means the [LPG](http://www.tfl.gov.uk/green-taxis) Conversion scheme as further described at www.tfl.gov.uk/green-taxis;

Taxi means the taxi which is the subject of this Application;

Taxi Delicensing Scheme means TfL's scheme for taxis to be delicensed in return for a grant payment as further described at <https://tfl.gov.uk/info-for/taxis-and-private-hire/taxi-delicensing-scheme>;

Taxi Vehicle Licence means the one year vehicle licence issued by TfL in accordance with section 6 of the Metropolitan Public Carriage Act 1869;

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; and

We refers to TfL.

3. The Scheme

3.1 The Scheme is part of the TfL's Taxi and Private Hire Action Plan launched jointly by the Mayor of London and TfL. It allows the Legal Owner or the Registered Keeper (with permission of the Legal Owner) of a LTI TX4 Euro 5 taxi model to apply for a contribution of up to £5,000 to cover part of the cost to convert a LTI TX4 Euro 5 taxi to operate to a Euro 6 emission standard.

3.2 The Scheme will run for as long as funding is in place, provided that TfL reserves the right to increase or decrease the amount of funding available and to end the Scheme at any time.

4. Application and Eligibility Criteria

- 4.1 An Application must be made by the Applicant. Where the Applicant is not the Legal Owner and is the Registered Keeper, the Registered Keeper must ensure they have signed permission from the Legal Owner before applying by ensuring that the Legal Owner has signed the Proof of Permission Document.
- 4.2 Applications will be allocated an application number based on the time and date on the email received by TfL from the Applicant. The Grant Funding is provided on a first come, first served basis and if TfL requires any amendment to or further information on the Application, TfL will put the Application on hold until the Applicant supplies the amendment or further information and TfL is satisfied with the Application. If the Scheme funding has been exhausted before the Applicant supplies that amendment or additional information, TfL will reject the Application.
- 4.3 TfL may require additional evidence from the Registered Keeper that the Legal Owner has given permission to submit this Application before processing the Application. TfL may verify any information directly with the Legal Owner using the information provided in the Proof of Permission Document.
- 4.4 To be eligible for Grant Funding, the Applicant must have:
- a) completed, signed and sent the Proof of Permission Document together with the signed terms and conditions to TfL at LPGgrants@TfL.gov.uk;
 - b) demonstrated to TfL's reasonable satisfaction that the Taxi meets the Eligibility Criteria;
 - c) received a Grant Approval Letter; and
 - d) completed the LPG Conversion of the Taxi with an Approved Supplier and confirmed to TfL in writing via email to LPGgrants@tfl.gov.uk that such conversion has taken place within four months of the date of the Grant Approval Letter.
- 4.5 An Applicant may submit more than one Application but one Application is required per Taxi.
- 4.6 The information in the Application must match the licensing records, V5C Registration Document and other documents held by TfL. TfL will notify the Applicant of any discrepancies it identifies 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 by TfL, TfL may reject the Application.
- 4.7 TfL may request additional documentation from the Applicant to ensure the Taxi meets the Eligibility Criteria and confirmation that the LPG Conversion has taken place in accordance with these terms and conditions. The Applicant must respond within 14 days from TfL's request, otherwise TfL may reject the Application.
- 4.8 An Applicant may withdraw their Application at any time prior to the LPG Conversion. To withdraw an Application, the Applicant must notify TfL by emailing LPGgrants@tfl.gov.uk. If an Applicant reapplies, the Applicant must submit a new Application with all the required documents. The Applicant may not reapply within six months of TfL being notified of the withdrawal.
- 4.9 If the Applicant fails to comply with this Clause 4, TfL may reject this Application and will notify the Applicant via the Applicant's email address. The Applicant cannot reapply if TfL has rejected the Applicant for any reason listed in Clause 9.5.

5. TfL Approval Process

- 5.1 Once TfL is satisfied that the Application meets these terms and conditions, TfL will send the Applicant a Grant Approval Letter.
- 5.2 The Applicant has 28 days from the date of the Grant Approval Letter to make a booking to have the LPG Conversion undertaken by an Approved Supplier. TfL may verify with an Approved Supplier that a LPG Conversion has taken place. The Applicant gives TfL permission to contact Approved Suppliers to gather such information about the Applicant to verify the validity of an Application.
- 5.3 TfL will not be liable for any costs including the Grant Funding if the Applicant undertakes an LPG Conversion prior to the Applicant receiving the Grant Approval Letter.
- 5.4 Within four months from the date of the Grant Approval Letter the Applicant must undertake the LPG Conversion of the Taxi using an Approved Supplier and within those four months must also notify TfL in writing of the LPG Conversion having taken place to LPGgrants@TfL.gov.uk
- 5.5 TfL may extend the time period specified in clause 5.4 for the Applicant to undertake a LPG Conversion in exceptional circumstances. If the Applicant does not comply with any extended time periods set by TfL, TfL will reject the Application and the Applicant will no longer be entitled to Grant Funding.
- 5.6 If the Applicant does not use an Approved Supplier, TfL will reject the Application and not pay any Grant Funding.

6. Grant Funding

- 6.1 The Grant Funding amount is subject to change at any time at TfL's discretion. Should the Grant Funding amount increase, an Applicant who is in receipt of a Grant Approval Letter or Grant Funding payment is not entitled to any further payment. All Grant Funding payments or offers of Grant Funding are final except where TfL is entitled to withdraw Grant Funding in accordance with these terms and conditions.
- 6.2 The Grant Funding is a contribution towards the total LPG Conversion cost and will not cover the full cost of the LPG Conversion. The Applicant will be pay the difference between the full LPG Conversion Cost and the Grant Funding amount.
- 6.3 Payment will only be made to the UK bank account of the Legal Owner of the Taxi. TfL will request bank details from the Legal Owner and payment of the Grant Funding will be made within 28 days of receipt of those details.
- 6.4 The Applicant must promptly repay to TfL 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.

7. The Applicant's Obligations

- 7.1 The Applicant warrants that:
 - a) all information provided as part of the Application is accurate and complete and it may be relied upon by TfL for the purposes of assessing the Applicant's Application;
 - b) they will inform TfL if any part of the information is no longer correct within seven days

- of such information no longer being correct; and
- c) they will inform TfL within seven days of the Taxi being sold or ownership of the Taxi being transferred to a family member, related entity or third party.

7.2 Where the Applicant is the Legal Owner, the Applicant warrants that:

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

7.3 Where the Applicant is the Registered Keeper but not the Legal Owner, the Applicant warrants that:

- a) they have full capacity and authority to enter into this Agreement;
- b) they have obtained authority from the Legal Owner and the Legal Owner has signed the Proof of Permission Document; and
- c) that they will do everything possible to ensure the Legal Owner complies with any relevant obligations in this Agreement.

8. Payment from Other Schemes

8.1 If the Applicant has received or applied for a payment from TfL under the Taxi Delicensing Scheme for the Taxi, the Applicant may not apply for Grant Funding under this Scheme for the same Taxi.

8.2 Applicants who have received Grant Funding under this Scheme for the Taxi may not apply to the Taxi Delicensing Scheme for the same Taxi.

9. Rejection of the Application by TfL

9.1 TfL may reject an Application if the Applicant does not:

- a) submit the signed Application to TfL within 14 days of the date of the attached letter;
- b) book an appointment for an LPG Conversion with an Approved Supplier within 28 days from the date of the Grant Approval Letter;
- c) provide any required information within 14 days of TfL requesting it;
- d) complete the LPG Conversion by an Approved Supplier within four months of the date of the Grant Approval Letter; and/or
- e) comply with the terms and conditions of this Application.

9.2 Without prejudice to TfL's other rights and remedies, TfL may at its absolute discretion reduce, suspend or withhold the Grant Funding or require all or part of the Grant Funding to be repaid by the Applicant if any of the circumstances in Clause 9.1 arise.

9.3 Where TfL finds that an Application is in breach of these terms and conditions, including, without limitation, fraudulent or inaccurate applications, TfL may seek recovery of the Grant Funding paid to the Legal Owner and may bring legal proceedings against the Legal Owner and/or Registered Keeper and/or revoke the Taxi Vehicle Licence of the Taxi.

9.4 The Applicant must repay to TfL any Grant Funding which (in TfL's opinion) has been incorrectly paid to the Legal Owner within 28 days of TfL notifying the Applicant to do so.

9.5 Where TfL rejects an Application, the Applicant may reapply to the Scheme in respect of the same taxi by submitting a new application except where any of the following circumstances apply:

- a) the Taxi is not a LTI TX4 vehicle;
- b) the Taxi is not of a Euro 5 emission standard;
- c) the Taxi has had an LPG Conversion prior to the submission of the Application; and/or
- d) the Applicant did not use an Approved Supplier for the LPG Conversion of the Taxi.

10. Liability

- 10.1 TfL is not responsible to the Applicant or any other party whatsoever and without limitation for any losses, costs, claims, damages, demands, expenses, liabilities, proceedings or judgments resulting from participation in the Scheme. This Clause applies whether or not the Application is successful.
- 10.2 TfL is not responsible or liable for any action taken by a Legal Owner or Registered Keeper in relation to the sale, lease, financial arrangement or future use of the Taxi including ongoing operating or maintenance costs.

11. Records and Evidence

- 11.1 The Applicant will keep accurate records of any documents submitted to TfL in relation to their Application and evidence of receipt of the Grant Funding received from TfL.
- 11.2 The Applicant will respond promptly to all reasonable requests for assistance from TfL to enable compliance with all statutory requirements applicable to the Applicant and TfL.

12. State Aid

- 12.1 Any and all Grant Funding will be based on compliance with the requirements of the General Block Exemption Regulation, Article 36 (Investment aid enabling undertakings) to go beyond Union standards for environmental protection or to increase the level of environmental protection in the absence of Union standards. The Grant Funding will only be payable as against incurred eligible costs and up to the maximum applicable aid intensity level as against such costs.
- 12.2 In accepting the Grant Funding, the Applicant will comply with all applicable European Union rules on State aid or any national replacement for those rules including but not limited to the General Block Exemption Regulation (the "State Aid Rules"). The Applicant will fully cooperate with TfL in utilising the applicable approvals and procedures in relation to the State Aid Rules.
- 12.3 If the Applicant is in breach of Clause 12.2 above, or the provision of the Grant Funding 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 Funding, or require all or part of the Grant Funding (together with applicable interest as provided for under the State Aid Rules) to be repaid by the Legal Owner.
- 12.4 If TfL requires any part of the Grant Funding to be repaid in accordance with clause 12.3 above, the Legal Owner will repay the required sum and applicable interest within 28 days of a request by TfL.

13. Data Protection

- 13.1 TfL 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 Scheme including for the purposes of assessing eligibility for the Scheme, and if successful, paying the

Grant Funding.

- 13.2 TfL may share and receive Personal Data with the Approved Supplier and/or Manufacturer for the purposes of verifying the details of the Euro emission standard of the Taxi and to confirm a booking for LPG Conversion has been made or that the LPG Conversion of the Taxi has taken place. The amount of Personal Data shared will be limited to the minimum necessary to confirm the LPG conversion has taken place.
- 13.3 TfL may share Personal Data with, or receive Personal data from, other public bodies who may run similar schemes from time to time for the purpose of monitoring for multiple applications and ensuring compliance with State Aid Rules.

14. Governing Law

- 14.1 This Agreement will be governed by and construed in accordance with the laws of England and Wales.
- 14.2 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.

15. Entire Agreement

- 15.1 This agreement constitutes the entire agreement between the TfL 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.
- 15.2 TfL 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 TfL and the Applicant agree that it will have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 15.3 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.

16. Third Party Rights

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.

Where the Applicant is the Legal Owner, the Legal Owner must sign below. Where the Applicant is the Registered Keeper, the Registered Keeper must sign below and ensure that the Legal Owner has signed the relevant sections of the Proof of Permission Document.

I am the (circle all that apply) Registered Keeper / Legal Owner and by signing below I confirm that I agree to be bound by these terms and conditions.

Print Name:	
Signed (electronic signatures will not be accepted):	
Date	

To submit your Application, please email an scanned copy of these signed terms and conditions together with the Proof of Permission Document to LPGgrants@tfl.gov.uk.

The Applicant must retain the original signed terms and conditions for their records.

Schedule 1- Eligibility Criteria

1. Taxi Type:

The Taxi must:

- a) be an LTI TX4 taxi;
- b) have a Euro 5 diesel engine; and
- c) not have already undergone an LPG Conversion.

2. Taxi Vehicle Licence

The Taxi must have a valid Taxi Vehicle Licence. A successful LPG Conversion must take place (following receipt of a Grant Approval Letter) while the Taxi has an active Taxi Vehicle Licence covering the period during and immediately after the LPG Conversion. If the Taxi Vehicle Licence expires prior to receiving payment from TfL the Applicant will need to re-license the Taxi prior to a payment of Grant Funding being made to the Applicant.

3. Taxi

At all times during the Application process, the Taxi must be Roadworthy and have a valid MOT certificate which has been issued no more than six months prior to the LPG Conversion taking place. TfL will use the Driver and Vehicle Licensing Agency website to verify the MOT history of the vehicle.