



Office for
Zero Emission
Vehicles

Office for Zero Emission Vehicles
Department for Transport
33, Horseferry Road
London
SW1P 4DR

Oliver Ford
Transportation Planning Officer
Sandwell Metropolitan Borough Council
Sandwell Council House
Freeth Street
Oldbury
B69 3DE

Our reference: ORCS 188

Dear Oliver

Grant Offer Letter – Onstreet Residential Chargepoint Scheme

Thank you for your application dated 17 September 2021 for the above Grant Funding for the purpose of installing on-street chargepoints for local residents wishing to charge their plug-in electric vehicles.

Your application has been assessed against the priorities and criteria as set out in the Invitation to Apply. We are pleased to inform you that the Office for Zero Emission Vehicles (OZEV) is offering your organisation, Sandwell Metropolitan Borough Council, a grant with a maximum value of **£300,430** (Three Hundred Thousand Four Hundred Thirty Pounds) only.

The award of this Grant Funding Offer is subject to the terms and conditions set out in Annex A. You should read these carefully before accepting the offer of funding. The Grant Funding Offer Terms and Conditions together with the approved application will form the Grant Agreement to be signed by both parties.

Failure to observe these terms and conditions may result in the funding being withdrawn.

ACCEPTANCE OF OFFER

If you wish to accept this offer on the conditions specified, please sign and date all the attached documentation and return to OZEV within 10 days from receipt.

Yours sincerely

Harry Duguid

For and on behalf of The Office for Zero Emission Vehicles
Department for Transport

Web: <https://www.gov.uk/government/organisations/department-for-transport>



Annex A: Terms and Conditions of Funding Agreement Submitted by the Department for Transport to Sandwell Metropolitan Borough Council in Relation to the Onstreet Residential Chargepoint Scheme

A. Definitions

1. In this funding agreement (“agreement”), except where the context otherwise requires:

“Chargepoint” means a fixed appliance for the provision of a supply of electricity which meets the specifications in Annex B or C¹ to the Guidance document;

“DfT” means the Department for Transport;

“eligible expenditure” means the payment of:

- (a) the purchase cost of a chargepoint
- (b) capital costs of a parking bay and traffic orders where applicable
- (c) the purchase cost of electrical components related to the chargepoint
- (d) the cost of civil engineering works related to the installation
- (e) Labour costs of the installation
- (f) Hardware costs of the installation

“funding period” means the period commencing on the date of issue of the grant offer letter and ending on 31 March 2023

“Grant Recipient” means Sandwell Metropolitan Borough Council;

“Guidance document” means the “Grants to provide residential on-street chargepoints for plug-in electric vehicles – Guidance for Local Authorities” document available at www.gov.uk/government/publications/grants-for-local-authorities-to-provide-residential-on-street-chargepoints;

“OZEV” means the Office for Zero Emission Vehicles; and

“Project” means the installation of one or more chargepoints which is agreed by OZEV within the funding period.

B. Legal basis for funding through grant

Section 5 of the Science and Technology Act 1965 provides a legal basis for funding the Project through grant funding.

C. Amount of Grant until the end of 31 March 2023

The maximum amount of grant payable for the funding period between 28 September 2021 and 31 March 2023 will be £300,430.

¹ There are two technical specifications. Annex B deals with public chargepoints that are open to the public and Annex C deals with chargepoints that are restricted to residential use only.



Any unspent funds will not be carried over into future financial years. The grant amount paid will be subject to OZEV approving the finalised project design and receipt and approval of the associated invoices.

D. Purpose of the grant

The purpose of the grant is to fund the installation of plug-in vehicle chargepoints for the use of local residents in areas without off-street parking facilities.

Subject to the Grant Recipient –

- (a) agreeing to the terms of the grant in sections E, H, and I of this agreement;
- (b) declaring that the Grant Recipient meets the eligibility criteria in section F; and
- (c) agreeing to comply with the grant conditions in section G of this agreement, the Secretary of State offers to pay grant to the Grant Recipient for the purpose stated above.

E. Terms of grant

The grant is payable-

- (a) subject to the remainder of this Section E, in respect of each chargepoint which is installed by the Grant Recipient within the funding period;
- (b) in respect of an amount not exceeding 75% of the eligible expenditure incurred;
- (c) for an average amount not exceeding £13,000 in respect of each chargepoint.

Payment of grant to the Grant Recipient in respect of a chargepoint is to be in the following manner: 75% of the grant upon acceptance of the Grant Offer Letter, and 25% upon completion of the project. All parts of the grant are subject to sections F, G and H below. No money is to be paid in respect of a chargepoint unless (i) that chargepoint was installed before the end of the funding period and (ii) that chargepoint is fully functioning.

F. Eligibility criteria

Payment of grant cannot be offered unless-

- (a) The Grant Recipient is a Public Authority in the United Kingdom. OZEV will use the Public Authority definition used in the Freedom of Information Act, Schedule 1 to determine this;
- (b) The chargepoints installed under the Project are on land owned by the Grant Recipient or
- (c) It must have the explicit support of the relevant highways authority that has responsibility for maintenance of the highway on the residential streets where chargepoints are to be located.
- (d) The Grant Recipient has submitted an application set out in Annex A to the Guidance document.



G. Grant conditions

- (a) The Grant Recipient must not use the grant for purposes other than eligible expenditure;
- (b) Funding is subject to completion of the project stated in the application. The Grant Recipient must ensure that if their total project costs are inferior to the amount of grant received upfront, any unspent funds are accounted for and repaid to OZEV within the funding period.
- (c) Grant claims must be sent to Energy Saving Trust (EST) at onstreetchargepoints@est.org.uk. Prior to claiming, contact EST for the relevant documents that must be completed when submitting a claim.
- (d) Claims must be certified by the Grant Recipient's Chief Financial Officer (or equivalent) or by such other person as is appointed for this purpose by the Grant Recipient with the approval of DfT.
- (e) The Grant Recipient must and will comply with all reasonable information requests from DfT regarding progress of the Project.
- (f) The Grant Recipient must keep a record of expenditure funded partly or wholly by grant and all income generated by the Project, and retain all accounting records relating to that expenditure and income for a period of at least six years after the end of grant funding. [Note: accounting records include, purchase orders, original invoices, receipts, accounts and deeds, whether in writing or electronic form.] Such records must also be kept for any income generated with the help of grant. The Grant Recipient must make these available at any reasonable time for inspection by officials from DfT or their representatives or by the Comptroller and Auditor General or his representatives.
- (g) The Grant Recipient must make sufficient progress against agreed project delivery milestones and inform DfT about any slippage against these milestones.
- (h) The Grant Recipient must inform DfT of changes in project design, in particular changes to the locations of the chargepoints which must be approved by DfT before installation.
- (i) The Grant Recipient must ensure that the chargepoints delivered by the Project are maintained in a serviceable condition and are available for use for at least three years, from the point of first installation, unless given specific permission otherwise by DfT.
- (j) The grant recipient undertakes not to use the installation of the chargepoints in a manner designed to compete with commercial undertakings for provision of the same or similar services.
- (k) The Grant Recipient must share with the DfT upon request any data and information which is gathered through the planning, costing, promotion, delivery and analysis of the scheme for a period of up to three years after the period for which DfT's grant funding has been paid to the Grant Recipient. This may include (but is not limited to) costs and other financial data, business, technical and non-functional requirements, procurement specifications, data/ information/ analysis relating to users (vehicle or individual) and chargepoints, market analysis and promotional materials and strategy documents as well as chargepoint usage data. Data on usage of the chargepoints must be supplied to OZEV for a period of 3 years from the point of first installation. Requirements for the provision of this data are set out in Annex D of the Guidance document.



- (l) The Grant Recipient must ensure that all chargepoints installed continue to meet the requirements of the technical specification in Annex B and C of the Guidance document;
- (m) The Grant Recipient must ensure that all chargepoints that are publicly accessible are added to the National Chargepoint Registry within two weeks of the chargepoint becoming available for use.
- (n) The Grant Recipient must ensure that all publicly accessible chargepoints installed have Ad Hoc access; i.e. charging accessibility without requiring membership or preregistration of a chargepoint network scheme.
- (o) If the Grant Recipient has any grounds for suspecting financial irregularity in the use of any grant paid under this funding agreement, they must notify DfT immediately, explain what steps are being taken to investigate the suspicion, and keep DfT informed about the progress of the investigation. For these purposes "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of grant for purposes other than the purposes of the Project.
- (p) The Grant Recipient must have all necessary permission and authority (whether required by legislation or otherwise) to undertake the chargepoint installation(s)
- (q) The Grant Recipient must give appropriate publicity to the Project by drawing attention to the benefits and opportunities it affords. In acknowledging the Government's contribution, the Grant Recipient must comply with any guidance on publicity provided by DfT, and must, in particular, acknowledge that the Project has received grant from the Office for Zero Emission Vehicles. Wherever practicable, publicity material must include the logo of the Office for Zero Emission Vehicles.
- (r) Any information, know-how, system or process learned from or created in operating the Project (including examples of good practice in the design and implementation of a project) may be disseminated by DfT among all persons or bodies who have responsibility for similar projects under the Scheme. The Grant Recipient agrees that such persons may share and use freely all such information, know-how, system or process for their own purposes.

H. Breach of Conditions and Recovery of Grant

If the Grant Recipient fails to comply with any of the conditions of grant in this funding agreement, DfT may reduce, suspend, or withhold grant payments, or require all or any part of the grant to be repaid.

Where the grant has been used in accordance with this funding agreement to fund assets which have depreciated in value, DfT will take account of that depreciation in determining the amount to be repaid. DfT will do so on the basis that the amount to be repaid will not exceed the depreciated value of the assets in question. DfT would generally assume a five-year straight line depreciation term for the purposes of grant recovery.

Without prejudice to the generality of the foregoing, the Grant Recipient must repay any amount required to be repaid, and within 30 days of receiving the demand for repayment, if:

- (a) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be materially incorrect or incomplete to an extent which DfT considers to be material;
- (b) the Grant Recipient takes inadequate measures to investigate and resolve any reported irregularity;



- (c) it appears to DfT that other circumstances have arisen or events have occurred which are likely significantly to affect the Grant Recipient's ability to complete or continue the Project in a satisfactory manner;
- (d) a charge is secured against a fixed asset acquired or improved wholly or partly using financial assistance provided under this funding agreement.
- (e) DfT receives an order by the European Commission to recover state aid.
- (f) the Grant Recipient does not comply with any of the conditions described in this letter.

Where DfT has required the Grant Recipient to repay any amount, DfT may recover that amount by withholding, or deducting the amount from any sum due to the Grant Recipient from DfT under an offer of grant for any other project or activities under any scheme or programme administered by DfT for regeneration or development. It is hoped that most difficulties encountered by the Grant Recipient can be overcome with the advice and support of DfT. In the event that it becomes necessary to take steps to enforce the terms and conditions of this funding agreement, DfT will write to the Chief Executive (or equivalent) of the Grant Recipient giving particulars of its concern about the Project or of any breach of a term or condition of the grant.

The Grant Recipient must act within 30 days (or earlier, if appropriate taking account of the severity of the problem) to address DfT's concern or rectify the breach, and may consult DfT or agree with it an action plan for resolving the problem. If DfT is not satisfied with steps taken by the Grant Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of grant, or to recover grant already paid.

I. Termination of the funding agreement

DfT may terminate this agreement upon such date as is specified in written notice given to the Grant Recipient. Such notice shall not be effective unless given at least three months before the date of termination specified therein. The provisions of section H above shall survive termination of this agreement.

J. Acceptance of grant offer and agreement of terms and conditions

The Grant Recipient accepts this offer of funding, confirms that the Grant Recipient meets the eligibility criteria in section F, agrees to the terms of grant in sections E, H and I and agrees to comply with the conditions of grant in section G.

Signature:

Name: Natasha Robinson, Gary Cook and Katie Black - Joint Heads of the Office for Zero Emission Vehicles (authorised to sign on behalf of the Secretary of State)

Signature*:

.....



Office for
Zero Emission
Vehicles

Name: (BLOCK CAPITALS)

.....
Position:

Date:

*Please sign both copies of this agreement and return one of the copies to DfT.