

**DEPARTMENT OF TRANSPORT, TOURISM AND SPORT
AN ROINN IOMPAIR TURASÓIREACHTA AGUS SPÓIRT**

**ELECTRIC SMALL PUBLIC SERVICE VEHICLE GRANT SCHEME 2019
eSPSV19**

TERMS AND CONDITIONS

CONTENTS

Paragraph	Page
1. Definitions and Interpretation	3
2. The Grant	4
3. Payment of the Grant	5
4. Acknowledgement by the Recipient	5
5. Use of eSPSV.....	6
6. Cancellation and Repayment	6
7. Operation, Maintenance and Repair	8
8. Insurance and Replacement	9
9. General Undertakings	9
10. Changes to the Approved Applicant or Recipient	9
11. Notices	9
12. Governing Law	10

1. Definitions and Interpretation

1.1 Definitions

“2013 Act” means the Consolidated Taxi Regulation Acts 2013 and 2016;

“Applicant” means a person (individual or a company) who signs the eSPSV19 application form (eSPSV19A);

“Approved Applicant” means an Applicant who is issued with a Provisional Grant Offer Letter;

“NTA” means the National Transport Authority – administrators of eSPSV19 acting as agents of DTTAS with delegated authority;

“BEV” means a battery electric vehicle;

“Change of Vehicle” means the replacement of a licenced small public service vehicle with another licenced SPSV or eSPSV;

“Company” means a company formed and registered under the Companies Act;

“DTTAS” means the Department of Tourism, Transport and Sport – funders of eSPSV19;

“eSPSV” means for the purpose of this eSPSV19 means an LEV licensed as an SPSV in accordance with SPSV Regulations;

“eSPSV19” means this Electric Small Public Service Vehicle Grant Scheme 2019;

“eSPSV Grant” means the sum or sums of money being made available by DTTAS to the Approved Applicant pursuant to, and in accordance with, the Provisional Grant Offer Letter and these Terms and Conditions;

“LEV” means either a BEV or a PHEV;

“Owner” means, in relation to an eSPSV, any of:

- a) the Registered Owner of the eSPSV; or
- b) the person whom a member of An Garda Síochána or an officer of the NTA can reasonably ascertain keeps or has possession or charge or control, whether actual or constructive (including arising from a leasing or similar arrangement) of the eSPSV;

“PHEV” means a plug in hybrid electric vehicle;

“Provisional Grant Offer Letter” means a letter in which NTA offers to make available to the Approved Applicant an eSPSV Grant subject to certain conditions;

“Recipient” means an Applicant who receives or is in the process of receiving a grant under eSPSV19;

“Scheme” means the Electric Small Public Service Vehicle Grant Scheme 2019;

“Service” or “Services” means the carriage or intended carriage for reward of persons in accordance with the SPSV Regulations;

“Services Period” means the aggregate of:

- a) the period of thirty-six (36) months from the date of issue of the grant to the Recipient’s nominated bank account; and
- b) to the extent of paragraph 8.3 applies, the period during which the eSPSV is not being used in the provision of Services;

“Small Public Service Vehicle” or **“SPSV”** has the meaning assigned to it by section 3 of the Road Traffic Act 1961;

“Specified Event” means any event or circumstance specified as such in paragraph 6.2 (Cancellation and Repayment);

“SPSV Driver Licence” means a licence to drive an SPSV granted to an individual in accordance with the SPSV Regulations;

“SPSV Regulations” means the Taxi Regulation (Small Public Service Vehicle) Regulations 2015, and ancillary regulations

“Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

“Working Day” means a day (other than a Saturday or Sunday or public holiday) on which banks are open for general business in Ireland.

1.2 Interpretation

- (a) Unless a contrary indication appears, a reference in these Terms and Conditions to:
 - (i) **“NTA”, “DTTAS”, “Applicant”, “Approved Applicant”, “Recipient”, any “Party”** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (iii) a time of day is a reference to Ireland time.
- (b) Paragraph and Schedule headings are for ease of reference only.

1.3 Currency symbols and definitions

“€” denotes the lawful currency of Ireland.

2. The Grant

- 2.1 DTTAS may make available to the Approved Applicant from time to time a grant under eSPSV19 subject to, and in accordance with, the Provisional Grant Offer Letter and these

Terms and Conditions. Such eSPSV Grant shall be administered by NTA as agent under the delegated authority of DTTAS.

- 2.2 eSPSV19 commences on 01 February 2019 and applications will be considered on a first received basis, subject to an application being satisfactorily completed.
- 2.3 The last date for the receipt by NTA of applications for eSPSV19 is 31 December 2019 or when all funding is expended whichever is the earlier.
- 2.4 The closing date for eSPSV19 is 31 January 2020, meaning the proposed LEV must have passed its initial suitability test and be licensed as an SPSV by that date in order to qualify for the grant under eSPSV19.
- 2.5 An application may be rejected if the Applicant has had a prosecution or complaint (in respect of SPSV operation) upheld against them within the 24 months preceding the application or such is received or pending while the application is in progress.
- 2.6 Grant monies are only available in relation to the list of approved LEVs published from time to time on the NTA website.

3. **Payment of the Grant**

- 3.1 DTTAS or NTA shall not have any obligation to any Approved Applicant under any Provisional Grant Offer Letter or these Terms and Conditions, including, without limitation, to make available any grant, unless and until NTA has received in form and substance satisfactory to NTA evidence of the fulfilment of the conditions precedent specified in the Provisional Grant Offer Letter and these Terms and Conditions. Such conditions are for the sole benefit of DTTAS and NTA and may be waived or deferred in whole or in part and with or without conditions by DTTAS and NTA in their absolute discretion.
- 3.2 The grant shall be issued to the Approved Applicant's nominated bank account within twenty (20) Working Days of the conditions specified in the Provisional Grant Offer Letter for such grant being satisfied in a manner acceptable to NTA and DTTAS.
- 3.3 All payments will be subject to European Union rules on De Minimis Aid.

4. **Acknowledgement by the Recipient**

The Recipient hereby acknowledges that:

- (a) DTTAS, in making the grant available to the Recipient, is not acting as a lender or finance provider of any kind;
- (b) any LEV purchased by the Recipient in accordance with these Terms and Conditions is the sole responsibility of the Recipient and, for the avoidance of doubt, neither

NTA or DTTAS accept any responsibility or liability in relation to such LEV or any agreements associated therewith;

- (c) NTA or DTTAS may monitor and take steps to determine the compliance by the Recipient with its obligations relating to the eSPSV and these Terms and Conditions; and
- (d) The Recipient must participate if requested in an occasional survey in relation to the purchase, maintenance and operation of the LEV as an SPSV.

5. **Use of eSPSV**

5.1 The Recipient shall:

- (a) make the eSPSV available for the purpose of providing the Services for the Services Period in accordance with these Terms and Conditions;
- (b) ensure that any driver of the eSPSV holds a valid SPSV driver licence;

5.2 (a) The Recipient shall not without the prior written consent of NTA and DTTAS use or permit the use of the eSPSV except in accordance with paragraph 5.1 above and the SPSV Regulations.

- (b) These Terms and Conditions shall apply also to any eSPSV which is substituted for, or is replacing, the eSPSV during the Services Period.

6. **Cancellation and Repayment**

6.1 NTA or DTTAS may close or cancel eSPSV19 at any time without prior notice.

6.2 DTTAS may stop payment of the eSPSV Grant and/or revoke and cancel the eSPSV Grant and require and demand repayment of the amounts previously paid by it (or such lesser amount in respect of the eSPSV Grant as DTTAS may determine to be appropriate in the prevailing circumstances) if any of the following Specified Events occur:

- (a) if the Approved Applicant or Recipient commits a breach of any of the terms, conditions or warranties of these Terms and Conditions and fails to rectify such breach within ten (10) Working Days after written notice thereof has been served on the Approved Applicant or Recipient;
- (b) if the Approved Applicant or Recipient, being a body corporate, enters into liquidation whether compulsory or voluntary or becomes insolvent or enters into receivership or examinership or enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debt other than a bona fide amalgamation or reconstruction of the Approved Applicant or Recipient;

- (c) if the Approved Applicant or Recipient, being a natural person, is declared bankrupt or enters into any arrangement with his or her creditors or takes or suffers any similar action in consequence of debt;
- (d) if it becomes unlawful for NTA or DTTAS to perform any of its obligations as contemplated by these Terms and Conditions;
- (e) at any time during the Services Period, the Recipient ceases to make the eSPSV available for the purpose of providing the Services, except where the Recipient has completed a Change of Vehicle licence transaction in respect of an approved BEV or PHEV (dependent on the original vehicle to which eSPSV19 applied) no older than the original.
- (f) if the Recipient suspends or ceases to carry on (or threatens to suspend or cease to carry on) within the Services Period:
 - (i) all or a material part of his, her or its business or trade; or
 - (ii) the provision of the Services,
- (g) if the Approved Applicant or Recipient rescinds or purports to rescind or repudiates or purports to repudiate these Terms and Conditions or evidences an intention to rescind or repudiate these Terms and Conditions; or
- (h) to the extent paragraph 8.3 applies and either:
 - (i) the eSPSV is not being used in the provision of Services, or
 - (ii) the eSPSV which has suffered damage or loss (as referred to in paragraph 8.3(a)) has not been replaced with a replacement vehicle in accordance with paragraph 8.3(a),
 within three (3) months of the event giving rise to the damage or total loss occurring.

6.3 The Approved Applicant or Recipient hereby agrees that on the occurrence of any of the events referred to in paragraph 6.2:

- (a) it shall immediately notify NTA of the occurrence of such event in writing; and
- (b) within ten (10) Working Days of the date of a written demand it shall repay to DTTAS the amount determined by DTTAS as to be paid to it in respect of the eSPSV Grant together with all costs incurred in the recovery of such monies.

6.4 The amount specified by DTTAS in any notice issued pursuant to paragraph 6.2 in relation to the amount of the grant or, if applicable, its costs shall, except in the case of manifest error, be conclusive.

6.5 If the Recipient fails to pay any amount payable by it under these Terms and Conditions on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment at the European Central Bank rate plus 2%. Any interest accruing under this paragraph 6.5 shall be immediately payable by the Recipient.

7. Operation, Maintenance and Repair

7.1 The Recipient shall operate the eSPSV:

- (a) in the normal and ordinary course of its operations and in a careful manner and not for any purpose for which it is not designed or reasonably suited; and
- (b) in accordance with all applicable laws.

7.2 The Recipient shall at its own expense register the eSPSV and pay any applicable registration fees, licence fees, vehicle inspection fees, Taxes, tolls or other costs and expenses payable in connection with the purchase, registration and/or licensing of the eSPSV.

7.3 The Recipient shall ensure that no modification to or change to or alteration in the eSPSV is made without the prior written consent of NTA which will have the effect of reducing the roadworthiness or environmental standards of the eSPSV except as is:

- (a) necessary for compliance with applicable laws; or
- (b) required by the manufacturer; or
- (c) attributable to fair wear and tear.

7.4 (a) DTTAS or NTA shall have the right at any time on reasonable notice (being not less than one (1) Working Day) to inspect, or to require (at such address as it may specify) the inspection of, the eSPSV.

- (b) The Recipient shall make the eSPSV available as at paragraph 7.4(a) and shall otherwise facilitate the NTA or DTTAS inspection of the eSPSV.

7.5 The Recipient shall:

- (a) maintain all such records, information and documents that are required to be maintained in respect of the eSPSV to comply with any applicable laws and in accordance with prudent ownership, operating and management practice;
- (b) keep accurate, complete and up to date records concerning the eSPSV and all servicing, maintenance and repairs,
- (c) permit NTA or DTTAS or its representatives at any time on reasonable notice (being not less than three (3) Working Days) to examine and take copies of such records, information and documents.

8. Insurance and Replacement

8.1 The Recipient shall ensure that such insurances in respect of the eSPSV as may be required by law are taken out and maintained, and shall furnish such evidence in this respect as NTA or DTTAS may require.

8.2 If there should be damage to or loss of the eSPSV through fire or accident or any other cause during the Services Period, the insurance or other compensation received by the Recipient shall be used forthwith to restore the eSPSV so damaged or lost.

8.3 If there should be damage to or loss of the eSPSV resulting in that eSPSV being unavailable for use in the provision of Services during the Services Period in accordance with all applicable legal requirements, the Recipient may, subject to licensing in accordance with the SPSV Regulations, substitute for such eSPSV any other approved BEV or PHEV (dependent on the original vehicle to which eSPSV19 applied) owned by it provided that such vehicle meets standards applicable to a SPSV at the time of replacement and where the replacement vehicle is no older than the eSPSV being replaced.

9. General Undertakings

The Approved Applicant shall comply with all applicable laws and legal requirements in connection with the performance of its obligations under these Terms and Conditions and the SPSV Regulations.

10. Changes to the Approved Applicant or Recipient

The Approved Applicant or Recipient may not assign any of its rights or transfer any of its rights or obligations under these Terms and Conditions without the consent in writing of DTTAS and NTA .

11. Notices

11.1 Where either NTA or DTTAS or the Approved Applicant or Recipient is required to notify the other pursuant to these Terms and Conditions, or otherwise wishes to communicate with the other, such notice or communication may be served:

(a) in the case of the Approved Applicant or Recipient on NTA or DTTAS:

(i) by post: ***SPSV Section – eSPSV19, National Transport Authority, Dún Scéine, Harcourt Lane, Dublin 2, D02 WT20***; or

(ii) by e-mail to such e-mail address as may be notified by NTA from time to time; or

- (b) in the case of NTA or DTTAS on the Approved Applicant or Recipient:
 - (i) by post or delivery to such address as provided by the Applicant on the eSPSV19 application form or as subsequently amended and notified in writing to NTA ;
 - (ii) by e-mail to such address as provided by the Applicant on the eSPSV19 application form or as subsequently amended and notified in writing to NTA ; or
 - (iii) by such other means as NTA or DTTAS may consider appropriate.

11.2 Any notice or communication so served shall be deemed duly served:

- (a) in the case of post, forty eight (48) hours after posting or if delivered by hand, on delivery; or
- (b) in the case of e-mail or other forms of instantaneous communication upon delivery.

11.3 If notification is by telephone or in person, it will only be effective if confirmed by written notice within five (5) Working Days of such notification by telephone or in person.

12. **Governing Law**

These Terms and Conditions are governed by and shall be construed in accordance with Irish law.