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**ELECTRIC SMALL PUBLIC SERVICE VEHICLE GRANT SCHEME**  
**eSPSV22**

**GRANT LETTER**

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[NTA notepaper]

[Insert Applicant  
name and address]

[insert date]

[insert CASE REFERENCE NUMBER]

## Licensed Electric Vehicle Grant Scheme (the *Scheme*)

Dear [ • ],

Thank you for submitting your Application for a grant to be made pursuant to the Scheme in connection with your purchase of a licensed electric vehicle (*EV*).

### 1. **Approval**

1.1 Your Application has been considered and we are pleased to confirm that:

- (a) your purchase of a vehicle of the type and description set out in Table 1 below has been approved as eligible for the Scheme;
- (b) we are prepared to offer to make available to you a grant (the *eSPSV Grant*) towards the cost of the approved vehicle; and
- (c) the amount proposed to be made by way of grant is set out in Table 1 below,

in each case, subject to the terms set out in this Grant Letter (including Appendix A and Appendix B) and the Information Guide.

*Table 1*

<i>Approved Vehicle Type</i>	<i>eSPSV Grant</i>
[insert vehicle description]	[insert grant amount, i.e. amount to be awarded if all applicant information is verified]

### 2. **Grant Offer Letter/Grant Agreement**

2.1 This is a Grant Offer Letter for the purposes of the Scheme.

2.2 Upon your acceptance of this Grant Offer Letter in accordance with paragraph 3.1 below, it constitutes an agreement between you and the National Transport Authority. This is referred to as the *Grant Agreement*.

2.3 When we refer in this Grant Letter to:

- (a) this Grant Letter, it is to this Grant Letter, including the Appendices, whether as a Grant Offer Letter or a Grant Agreement;

- (b) the Grant Offer Letter, it is to this Grant Letter as an offer letter in respect of the Grant and before any acceptance by you of it; and
- (c) the Grant Agreement, it is to this Grant Letter as accepted and signed by you, and subject to verification by NTA of all documentation and information provided.

2.4 This is a legal document with obligations and responsibilities for you. Before accepting the Grant Offer Letter, you should familiarise yourself with all the terms and conditions which are part of it (and consequently, any Grant Agreement entered into by reason of your acceptance of the Grant Offer Letter).

### 3. **Validity Period and Grant Availability Period**

3.1 The offer to provide you with the eSPSV Grant is open to be accepted by you for three weeks (twenty one days) from the date of this Grant Letter, expiring on *[insert date]* (**Validity Period**). Accordingly, to receive the eSPSV Grant, you must, on or before the expiry of:

- (a) the Validity Period, accept the terms and conditions of this Grant Letter by signing this Grant Letter and returning it to “eSPSV 22 Applications, National Transport Authority, PO Box 436, City North Business Park, Tuam Road, Galway”; and
- (b) the Grant Availability Period (see paragraph 6.2 below),

satisfy the conditions set out in paragraph 6.3.

3.2 Please note that if you do not return the signed Grant Offer Letter within the Validity Period to the address specified in paragraph 3.1(a), the offer of the eSPSV Grant as set out in this Grant Offer Letter will automatically lapse and cease to have effect.

3.3 If the offer of the eSPSV Grant has lapsed in accordance with paragraph 3.2, you will have to submit a new application for an eSPSV Grant which will be the subject of a separate decision, offer and conditions.

### 4. **Confirmation of information**

4.1 It is a condition of this Grant Letter that all documentation and information supplied by you in relation to the Scheme is true and correct as of (a) the date it was supplied and (b) the date the Grant is paid to you.

4.2 You acknowledge that we are relying on the documentation and information supplied by and to be supplied by you in making decisions in connection with the Scheme, including in connection with this Grant Letter.

4.3 Without prejudice to paragraph 4.1, we may seek further information or confirmations from you in connection with any matter in connection with (a) your Application, (b) the purchase or operation of the Vehicle being purchased by you; or (c) this Grant Letter.

### 5. **Purpose of Grant**

The eSPSV Grant is provided to facilitate the purchase of an EV which contributes to the protection of the environment by promoting the transition to low and zero emission vehicle technologies.

## 6. Grant Payment

6.1 Please note that you may not receive eSPSV Grants under the Scheme:

- (a) in respect of more than ten (10) EVs (including the Vehicle);
- (b) if the total amount of *de minimis* aid granted to you during the financial year and the immediately previous two (2) financial years (whether in accordance with the *de minimis* Regulation or any other EU *de minimis* regulations, including but not limited to Regulation 360/2012) is more, in aggregate than €200,000; or
- (c) where it would constitute Excluded Aid (as defined in the aforementioned *de minimis* Regulations).

6.2 Before we will make any payment to you (or have any obligation to make a payment) in respect of the eSPSV Grant, in addition to complying with the requirements of this Grant Letter (including paragraph 6.1), you shall satisfy the conditions listed in paragraph 6.3, in each case, in form and substance satisfactory to us, within the earliest of:

- (a) three (3) calendar months from the date of this Grant Letter; or
- (b) 31 December 2022 or
- (c) the date there is no longer any amount available under the 2022 Available Funding to be made available as a eSPSV Grant.

6.3 You shall provide to us:

- (a) *evidence that the Vehicle has been licensed as an SPSV;*
- (b) *evidence that the Vehicle has passed its Initial Suitability Inspection;*
- (c) *the relevant, correctly completed Grant Payment Form;*
- (d) *signed copy of the Declaration appended to this Grant Letter at Appendix C;*
- (e) *any other relevant information;*

6.4 On the conditions in paragraph 6.3 being satisfied, we shall notify you that the conditions set out in paragraph 6.3 have been satisfied.

6.5 If you do not satisfy the conditions set out in paragraph 6.3 on or before the end of the Grant Availability Period, any obligation or liability on our part in connection with the eSPSV Grant (or any amount in respect of it) shall cease and the Grant Agreement will terminate.

6.6 Within twenty (20) Working Days of our notification to you in accordance with paragraph 6.4 and provided you comply with the requirements of this Grant Letter, then we shall pay, or procure the payment to, you of the eSPSV Grant.

## 7. Termination of Grant Offer

7.1 We may, in our absolute discretion, at any time terminate:

- (a) the offer to provide the eSPSV Grant; and

(b) this Grant Offer Letter,

upon giving you five (5) Working Days' notice.

7.2 Upon the termination of the offer to provide the eSPSV Grant and this Grant Offer Letter in accordance with paragraph 7.1, the offer constituted by this Grant Offer Letter shall be terminated and we shall have no obligation to pay to you the eSPSV Grant (or any amount in respect of it) and our liability to you in connection with the eSPSV Grant shall cease.

7.3 We may:

- (a) immediately terminate the Grant Agreement,
- (b) cease making any payment of the eSPSV Grant,
- (c) seek repayment of the eSPSV Grant already paid to you,
- (d) reduce the amount of the eSPSV Grant to be paid, and/or
- (e) withdraw the eSPSV Grant

if any of the events outlined at clause 9 (*Cessation, Cancellation and Repayment*) of Appendix B occur.

## 8. **Defined terms/terms and conditions**

8.1 Any term or expression used but not otherwise defined shall have the meaning given to it in Appendix A.

8.2 The terms and conditions set out at Appendix B apply to, and are part of, this Grant Letter.

8.3 In the event of there being any ambiguity or discrepancy between the terms of this Grant Letter (excluding the Appendices) and the Appendices, the provisions of the Grant Letter (excluding the Appendices) shall prevail.

## 9. **Governing Law**

This Grant Letter is governed by, and shall be construed in accordance with, the laws of Ireland and you and we submit to the exclusive jurisdiction of the Irish courts.

Please sign where indicated below to confirm your agreement to the foregoing.

Yours sincerely,

[ • ]

NATIONAL TRANSPORT AUTHORITY

Accepted and agreed: \_\_\_\_\_  
(Applicant's signature)

Date: \_\_\_\_\_

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## APPENDIX A

### 1. Definitions and Interpretation

#### 1.1 Definitions

“**2022 Available Funding**” means, at any time, €15,000,000 less the aggregate of, at such time,

- (a) the amounts paid by way of eSPSV Grant; and
- (b) the amounts in respect of which a Grant Offer Letter has been made which have not lapsed, been terminated or withdrawn or otherwise cease to have effect.

“**Applicable Law**” means any law applicable in the State without further enactment and includes, without limitation, common law, statute, statutory instrument or orders made thereunder, proclamation, by-law, EU Directive, decision, regulation, rule, order, rule of court, instruments or delegated or subordinate legislation;

“**Applicant**” means a person (individual or a company) that applies for a eSPSV Grant;

“**Application**” means the completed Application Form together with all additional information furnished by or on behalf of the Applicant in connection with its application for an eSPSV Grant in connection with the Vehicle;

“**Application Form**” means, at any time, the application form specified from time to time by the NTA in connection with the Scheme and available on the “Forms and Guides” section of the NTA’s website.

“**Approved Applicant**” or “**you**” means the addressee of this Grant Letter;

“**BEV**” means a battery electric vehicle;

“**Certificates of Destruction**” means the certificate issued by an End of Life Vehicle Authorised Treatment Facility in accordance with the European Union (End-of-Life) Regulations 2014 (SI No 281/2014) (as amended), the contents of which, in relation to an End-of-Life Vehicle, are noted on the NVDF;

“**Change of Vehicle**” means the replacement of a licensed small public service vehicle with another licensed eSPSV;

“**company**” means a company formed and registered under the Companies Act 2014;

“**Data Protection Legislation**” means all applicable data protection law, including the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), the Data Protection Act 2018 and any regulations enacted thereunder and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011;

“**de minimis Regulation**” means Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid (OJ L 352, 24.12.2013 p 1-8);

“**Department**” means the Department of Transport;

**“End-of-Life Vehicle”** has the meaning given to it in the European Union (End-Of-Life) Regulations 2014 (SI No 281/2014) (as amended);

**“End of Life Vehicles Authorised Treatment Facility”** means a facility that is authorised in accordance with Applicable Law, and has a Waste Facility Permit authorising it, to accept and process End-of-Life Vehicles;

**“eSPSV”** means an EV licensed as an SPSV in accordance with any Applicable Law relating to SPSVs;

**“eSPSV Grant”** has the meaning given to it in paragraph 1.1(b) of this Grant Letter;

**“Excluded Aid”** has the meaning given to it in the *de minimis* Regulation;

**“FCEV”** means a full cell electric vehicle;

**“Grant Agreement”** has the meaning given to it in paragraph 2.3(b) of this Grant Letter;

**“Grant Letter”** means this letter;

**“Grant Offer Letter”** has the meaning given to it in paragraph 2.1 of this Grant Letter;

**“Grant Payment Form”** means the form submitted by the Approved Applicant with all requested information under the Grant Agreement requesting payment of the eSPSV Grant in accordance with the Grant Agreement;

**“Holding Company”** means, in relation to a person, any other person in respect of which it is a Subsidiary;

**“Information Guide”** means the guide setting out the parameters of the Scheme as published on the Department’s website;

**“Initial Suitability Inspection”** means an assessment undertaken for the licensing of a vehicle for use as an SPSV to determine that it meets with the requirements defined for that particular SPSV class as set out in the SPSV Regulations;

**“Late Payments in Commercial Transactions Rate”** means [the rate as determined in accordance with European Communities (Late Payment in Commercial Transactions” Regulations 2012 (S.I. No 580/2012)];

**“EV”** means either a BEV, FCEV or a PHEV;

**“Maximum Available Amount”** means, in your case, the difference between:

- (a) two hundred thousand euro (€200,000); and
- (b) the aggregate of any *de minimis* aid granted to you during this financial year and the immediately previous two (2) financial years (whether in accordance with the *de minimis* Regulation or any other EU *de minimis* regulations, including but not limited to Regulation 360/2012);

**“NTA”** means the National Transport Authority;

**“NVDF”** means the National Vehicle and Driver File;



**“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;

**“Scheme”** means this Electric Small Public Service Vehicle Grant Scheme 2022 being funded by the Department and administered by NTA;

**“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 payment of the eSPSV Grant to the Approved Applicant’s nominated bank account; and
- (b) in the event that there should be damage to or loss of the Vehicle resulting in that Vehicle being unavailable for us in the provision of Services, the period during which the eSPSV is not being used in the provision of Services;

**“Single Undertaking”** includes, for the purposes of this Scheme, all enterprises having at least one of the following relationships with each other:

- (a) one enterprise has a majority of the shareholders’ or members’ voting rights in another enterprise;
- (b) one enterprise has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of another enterprise;
- (c) one enterprise has the right to exercise a dominant influence over another enterprise pursuant to a contract entered into with that enterprise or to a provision in its memorandum or articles of association;
- (d) one enterprise, which is a shareholder in or member of another enterprise, controls alone, pursuant to an agreement with other shareholders in or members of that enterprise, a majority of shareholders’ or members’ voting rights in that enterprise,

provided that enterprises having any of the relationships referred to in paragraphs (a) to (d) above through one or more other enterprises shall also be considered to be a single undertaking;

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

**“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 together with any legislation, codes or other instruments issued pursuant to the Road Traffic Act 1961, the Taxi Regulation Act 2013 or other Applicable Law in relation to SPSVs;

“**SPSV Vehicle Standards**” means the standards set out in Part 4 of the SPSV Regulations;

“**State Aid Rules**” means articles 107 and 108 of Treaty of the Functioning of the EU (as may be amended) and all Applicable Laws, legislation, directives regulations, guidelines, procedures that are derived from articles 107 and 108, including Commission Regulation (EU) No 651/2014, and all rulings of the courts of both the EU and the State, and including also, for the avoidance of any doubt, any communication from the EU Commission in respect of articles 107 and 108;

“**Subsidiary**” shall have the meaning given to it in section 7 of the Companies Act 2014;

“**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);

“**Waste Facility Permit**” means a permit for the purposes of section 39, Waste Management Act 1996 (as amended) and includes a waste permit granted under the Waste Management (Permit) Regulations 1998;

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

“**Vehicle**” means the EV being purchased by the Approved Applicant which is the subject of the eSPSV Grant.

## 1.2 Interpretation

- (a) Unless a contrary indication appears, a reference in this Grant Letter to:
- (i) “**assets**” includes present and future properties, revenues and rights of every description;
  - (ii) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;
  - (iii) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (iv) “**NTA**”, “**the Department**”, “**Applicant**”, “**Approved Applicant**”, any “**Party**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (v) [references to “**Scheme**” include any replacement or successor scheme provided by [the Department];]
  - (vi) references to “**us**”, “**our**” or “**we**” shall be construed as referring to the Department and NTA, as the case may be;
  - (vii) “**VAT**” shall be construed as a reference to value added tax including any similar tax which may be imposed in place thereof from time to time;

- (viii) a provision of law is a reference to that provision as amended or re-enacted;  
and
- (ix) a time of day is a reference to the time in Ireland.
- (b) Paragraph and Schedule headings are for ease of reference only.
- (c) Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa and words importing persons include corporations and vice versa.
- (d) The word “**including**” shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word “include” and its derivatives shall be construed accordingly.

### 1.3 **Currency symbols and definitions**

“€” denotes the lawful currency of Ireland.

## APPENDIX B

### TERMS AND CONDITIONS

#### 1. State Aid Rules

- 1.1 The Scheme is being made available in accordance with, and subject to the requirements of, State Aid Rules, and in particular the *de minimis* Regulation.
- 1.2 The amount of the eSPSV Grant being made available to an Approved Applicant shall not exceed the Maximum Available Amount.
- 1.3 An eSPSV Grant may not be made available where it would constitute Excluded Aid as outlined in the *de minimis* Regulation.

#### 2. Acknowledgement by the Approved Applicant

The Approved Applicant hereby acknowledges that:

- (a) the NTA, in making the eSPSV Grant available to the Approved Applicant, is not acting as a lender or finance provider of any kind;
- (b) the Vehicle purchased by the Approved Applicant in accordance with the terms and conditions of this Grant Letter is the sole responsibility of the Approved Applicant and, for the avoidance of doubt, neither NTA nor the Department accept any responsibility or liability in relation to the Vehicle or any agreements associated therewith;

the Approved Applicant shall provide such information and documents as NTA may require in order to establish that the eSPSV Grant has been used properly in accordance with the terms and conditions of this Grant Letter and all Applicable Law, and that the Approved Applicant has fulfilled its obligations in connection with the eSPSV Grant, the Scheme and the terms and conditions of this Grant Letter, including (without limitation) upon request from time to time participation in an occasional survey in relation to the purchase, maintenance and operation of the Vehicle as an SPSV;

- (c) in the event of any investigation(s) by the European Commission that the Approved Applicant's receipt or use of the eSPSV Grant is contrary to State Aid Rules ("**Investigation**"), the Approved Applicant shall comply fully and promptly with:
  - (i) any Investigation(s); and
  - (ii) without prejudice to clause 3(c) and NTA and the Department's rights set out in clause 9 of this Appendix B, any finding, determination, ruling or order by the European Commission or any court or tribunal of competent jurisdiction that the Approved Applicant's receipt or use of the eSPSV Grant is contrary to State Aid Rules. In the event of any Investigation, the Approved Applicant shall keep NTA and the Department fully and promptly informed and, to the fullest extent permitted by Applicable Law, liaise with NTA and the Department concerning any response(s) to any such Investigations.

### 3. **Use of eSPSV**

3.1 The Approved Applicant shall:

- (a) make the Vehicle available for the purpose of providing the Services for the Services Period in accordance with the terms and conditions of this Grant Letter;
- (b) ensure that any driver of the Vehicle holds a valid SPSV driver licence;

3.2 (a) The Approved Applicant shall not without the prior written consent of NTA and the Department use or permit the use of the Vehicle except in accordance with clause 3.1 above and the SPSV Regulations.

- (b) The terms and conditions of this Grant Letter shall apply also to any eSPSV which is substituted for, or is replacing, the Vehicle during the Services Period.

### 4. **Data Protection and Confidentiality**

4.1 Terms and expressions used in this clause shall have the same meaning as in the Data Protection Legislation.

4.2 The Approved Applicant shall comply with Data Protection Legislation.

4.3 The Applicant hereby undertakes and agrees that before disclosing any personal data to NTA, the Applicant shall obtain any necessary and relevant consents from any relevant data subjects or satisfy an alternative legal basis pursuant to the Data Protection Legislation for their personal data to be disclosed to and processed by NTA.

4.4 The Applicant hereby acknowledges that information, including personal data within the meaning of Data Protection Legislation, which is provided to NTA in connection with the Scheme may be used and disclosed by NTA to the extent reasonably necessary for the administration of the Scheme. The Applicant further acknowledges that relevant information, including but not limited to vehicle registration details, may be shared with other grant providers to ensure that vehicles are not benefitting from multiple grant supports.

### 5. **Freedom of Information**

The Approved Applicant acknowledges that NTA is subject to the Freedom of Information Act 2014 (the "FOI Act") and that records provided by the Approved Applicant to NTA or generated in connection with the administration of the Scheme, may be subject to disclosure under the FOI Act.

### 6. **Liability**

6.1 Nothing in this Grant Agreement shall operate to exclude or limit a party's liability for death or personal injury caused by negligence, fraud or any other liability which cannot be excluded or limited by law.

6.2 Subject to clause 6.1, to the fullest extent permitted by Applicable Law, NTA and the Department disclaim and exclude from this Grant Letter all warranties, conditions and other terms of any kind, express or implied.

6.3 Subject to clause 6.1, to the fullest extent permitted by Applicable Law, NTA and the Department exclude, and are not responsible for, any and all liability, loss or damage suffered or incurred by the Approved Applicant or any other person arising out of:

- (a) the performance or non-performance of the Grant Letter;
- (b) the expiry or termination of the Grant Letter;
- (c) the operation of the Vehicle; or
- (d) the use of the eSPSV Grant or the withdrawal of the eSPSV Grant,

whether arising by reference to tort (including negligence), breach of contract or any other legal theory (including State Aid Rules), for any of the following, even if foreseeable:

- (i) loss of income or revenue;
- (ii) loss of business;
- (iii) loss of profits or contracts;
- (iv) loss of goodwill; or
- (v) indirect or consequential loss or damage.

6.4 Subject to clause 6.1, NTA and the Department's total aggregate liability under the Grant Agreement is limited to the value of the eSPSV Grant.

## 7. Termination

Upon termination or expiry of the Grant Agreement for any reason all rights and obligations of the parties under the Grant Agreement shall automatically terminate except for any rights and/or obligations which may have accrued prior to termination or expiry and any rights and/or obligations which expressly or by implication are intended to commence or continue in effect on or after termination or expiry.

## 8. Cessation, Cancellation and Repayment

8.1 NTA may without liability immediately terminate the Grant Agreement, cease making any 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 NTA may determine to be appropriate in the prevailing circumstances) if any of the following events occur:

- (a) if any information supplied by the Approved Applicant in the Application or in connection with the Grant Agreement is untrue or inaccurate, or becomes untrue or inaccurate;
- (b) if the Approved Applicant commits a breach of any of the terms, conditions or warranties of the terms and conditions of this Grant Letter or the *de minimis* Regulation and fails to rectify such breach within ten (10) Working Days after written notice thereof has been served on the Approved Applicant;
- (c) if the total amount of *de minimis* aid granted to the Approved Applicant during this financial year and the immediately previous two (2) financial years (whether in accordance with the *de minimis* Regulation or any other EU *de minimis* regulations, including but not limited to Regulation 360/2012) including any eSPSV Grants made in accordance with this Scheme exceeds, in aggregate, €200,000;

- (d) if the Approved Applicant:
  - (i) being a body corporate,
    - (A) becomes insolvent, ceases to carry on its business, has a receiver, examiner, liquidator, administrative receiver, administrator, trustee in bankruptcy or other similar officer appointed over the whole or part of its assets, or
    - (B) an order is made or a resolution is passed for the winding up of the Approved Applicant or if the Approved Applicant made an arrangement or assignment for the benefit of its creditors or is any analogous event to any of the foregoing occurs in respect of the Approved Applicant; or
  - (ii) being a natural person,
    - (A) has, pursuant to the Personal Insolvency Act, initiated a Debt Relief Notice process or appointed a personal insolvency practitioner for the purposes of proposing a Debt Settlement Arrangement or a Personal Insolvency Arrangement to all or some of the Approved Applicant's creditors, or
    - (B) the Approved Applicant is the subject of a Debt Relief Notice, a Debt Settlement Arrangement or a Personal Insolvency Arrangement under the Personal Insolvency Act.  
  
 "Debt Relief Notice", "personal insolvency practitioner", "Debt Settlement Arrangement" and "Personal Insolvency Arrangement" have the meanings given to those terms in the Personal Insolvency Act; or
  - (iii) is unable to pay the Approved Applicant's debts at the time of entering into the Grant Agreement or becomes unable to pay their debts as a consequence of purchasing the Vehicle;
- (e) if in the reasonable opinion of NTA it is necessary or prudent to do so in order to comply with any Applicable Law or the requirements of any guidelines rules or regulations prescribed by Government or any other authority having jurisdiction over NTA or to settle any complaint or challenge received by NTA in such respect;
- (f) at any time during the Services Period, the Approved Applicant ceases to make the Vehicle available for the purpose of providing the Services, except where the Approved Applicant has completed an application for a Change of Vehicle in accordance with Article 16 of the SPSV Regulations in respect of an eSPSV no older than the original;
- (g) if the Approved Applicant 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;

- (h) if the Approved Applicant rescinds or purports to rescind or repudiates or purports to repudiate the Grant Agreement or evidences an intention to rescind or repudiate the Grant Agreement; or
  - (i) to the extent clause 11.3 of Appendix B applies and the Vehicle which has suffered damage or loss (as referred to in clause 11.3 of Appendix B) has not been replaced with a replacement vehicle within three (3) months of the event giving rise to the damage or total loss occurring.
- 8.2 The Approved Applicant hereby covenants and undertakes that on the occurrence of any of the events referred to in clause 8.1:
- (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 NTA the amount determined as to be paid to it in respect of the eSPSV Grant together with all costs incurred in the recovery of such monies in full and without deduction, set-off or withholding of any kind.
- 8.3 The amount specified by NTA in any notice issued pursuant to clause 8.1 in relation to the amount of the eSPSV Grant or, if applicable, its costs shall, except in the case of manifest error, be conclusive.
- 8.4 If the Approved Applicant fails to pay any amount payable by it under the terms and conditions of this Grant Letter on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment at the Late Payments in Commercial Transactions Rate. Any interest accruing under this clause 8.4 shall be immediately payable by the Approved Applicant.

## 9. **Warranties**

The Approved Applicant warrants, represents and undertakes to NTA as of the date the Grant Agreement is entered into and as of the date the eSPSV Grant is made that:

- (a) the Approved Applicant has the necessary powers, competence and authority to enter into the Grant Agreement and to carry out its obligations thereunder;
- (b) the Approved Applicant shall comply with all Applicable Laws;
- (c) the Approved Applicant is not subject to any contractual or other restriction imposed by the Approved Applicant's own or any other organisation's rules or regulations or otherwise which may prevent or materially impede the Approved Applicant from meeting the Approved Applicant's obligations under the Grant Agreement;
- (d) the Approved Applicant shall promptly discharge the Approved Applicant's statutory obligations in respect of PAYE, PRSI, VAT, VRT, motor tax and all other relevant taxation and levies relating to the Grant Agreement;
- (e) the Approved Applicant shall comply with:
  - (i) all instructions from NTA and/or any of its authorised representatives in relation to the Scheme, and
  - (ii) the terms and conditions of this Grant Letter;



- (f) the Approved Applicant is responsible for the costs, acts and omissions of the Approved Applicant's personnel in relation to the Vehicle; and
- (g) the Approved Applicant can pay their debts as they fall due.

## 10. **Operation, Maintenance and Repair**

10.1 The Approved Applicant shall operate the Vehicle:

- (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.

10.2 The Approved Applicant shall at its own expense register the Vehicle 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 Vehicle.

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

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

10.4 The 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 Vehicle and the Approved Applicant covenants and undertakes that it shall make the Vehicle available and otherwise facilitate NTA's inspection of the Vehicle.

10.5 The Approved Applicant shall:

- (a) keep proper books of account, records of all payment and receipts, all supporting documentation including invoices, statements and bank statements, and any other relevant documents relating to the expenditure of the eSPSV Grant for a period of at least ten (10) years following receipt of the Grant ("**Records**"). All Records shall be kept in such a manner as to provide precise financial details relating to the Grant Agreement at any particular time; and
- (b) permit any person authorised by NTA such reasonable access to the Approved Applicant's premises, staff, personnel and Records for the purposes of ascertaining compliance with this Grant Letter.

## 11. **Insurance and Replacement**

11.1 The Approved Applicant shall ensure that such insurances in respect of the Vehicle as may be required by Applicable Laws are taken out and maintained and shall furnish such evidence in this respect as NTA or the Department may require.

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

11.3 If there should be damage to or loss of the Vehicle resulting in that Vehicle being unavailable for use in the provision of Services during the Services Period in accordance with all applicable legal requirements, the Approved Applicant may, subject to compliance with licensing in accordance with the SPSV Regulations, substitute for such Vehicle any other EV (dependent on the original vehicle to which the Scheme applied) owned by it provided that such vehicle meets SPSV Vehicle Standards at the time of replacement and where the replacement vehicle is no older than the Vehicle being replaced.

## 12. **Indemnity**

12.1 The Approved Applicant shall fully and effectively indemnify and keep indemnified NTA, the Department or other relevant funding body and its respective officers, board members, employees and agents from and against any and all Liabilities arising out of or in connection with:

- (a) any breach of, or default in complying with, the Grant Agreement;
- (b) the sickness, injury or death of any person or loss or damage to property arising out of or in connection with the Approved Applicant's performance or non-performance of this Grant Letter or its obligations to third parties; or
- (c) compliance with all Applicable Laws, including, State Aid Rules.

12.2 This provisions of this clause 13.2 (*Indemnity*) survive the termination or expiration of this Grant Letter.

## 13. **General Undertakings**

13.1 The Approved Applicant shall comply with all Applicable Laws and legal requirements in connection with the performance of its obligations under the Grant Agreement and the SPSV Regulations.

13.2 At all times, the Approved Applicant shall act fairly, responsibly and openly in their dealings with NTA.

## 14. **Miscellaneous**

14.1 The Grant Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

14.2 If any of the provisions (or part thereof) of this Grant Letter are found by a court of competent jurisdiction or any other competent authority to be void, invalid or unenforceable, such provision or provisions shall be deemed to be deleted from this Grant Letter and the remaining provisions (or part thereof) shall not be affected and shall continue to apply. The parties shall then negotiate in good faith in order to agree terms of a mutually satisfactory provision to be substituted for the provision found to be void, invalid or unenforceable.

14.3 This Grant Letter shall not be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Grant Letter shall be deemed to constitute any of the parties as the agent of any other party or authorise any party to:

- (a) pledge the credit of or otherwise bind or oblige the other party;
- (b) make any representation or warranty on behalf of another party; or,

- (c) commit another party in any way whatsoever, without in each case obtaining that party's prior written consent.
- 14.4 Where the Approved Applicant is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign the Grant Agreement on behalf of the Approved Applicant shall be jointly and severally liable for the Approved Applicant's obligations and liabilities arising under the Grant Agreement.
15. **Changes to the Approved Applicant**
- The Approved Applicant may not assign any of its rights or transfer any of its rights or obligations under the Grant Agreement without the consent in writing of the Department and NTA.
16. **Set Off**
- 16.1 All payments to be made by the Approved Applicant in connection with the Grant Agreement shall be calculated and be made without (and free and clear of any deductions) for set off or counterclaim.
- 16.2 NTA may set off any amount due from the Approved Applicant under the Grant Agreement against any amount owed by NTA to the Approved Applicant, whether under the Grant Agreement or any other agreement between NTA and the Approved Applicant
17. **Notices**
- 17.1 Where either NTA or the Approved Applicant is required to notify the other pursuant to the Grant Agreement, or otherwise wishes to communicate with the other, such notice or communication may be served:
- (a) in the case of the Approved Applicant on NTA:
    - (i) by post: *SPSV Section - eSPSV2022, 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 on the Approved Applicant:
    - (i) by post or delivery to such address as provided by the Applicant on the completed 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 completed Application Form or as subsequently amended and notified in writing to NTA ; or
    - (iii) by such other means as NTA may consider appropriate.
- 17.2 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.

17.3 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.

18. **Dispute Resolution**

Should there be any dispute arising out of the Grant Agreement, including the interpretation or fulfilment of any of its provisions:

- (a) all such disputes shall be promptly discussed by NTA and the Approved Applicant in an effort to arrive at a mutually agreeable solution;
- (b) failing the resolution of the matter within a fifteen (15) Working Day period the dispute may be referred to the Department so that it and the Approved Applicant can discuss the matter in an effort to arrive at a mutually agreeable solution;
- (c) if the matter is not resolved within a further ten (10) Working Day period, the matter may be referred to mediation by the mutual agreement of the parties based on terms and conditions to be agreed; and
- (d) if the matter is not resolved by mediation (including failure to agree on the identity of the mediator and/or failure to agree the terms and conditions of the mediation) within a further twenty (20) Working Day period either party may resort to court process.

**APPENDIX C  
FORM OF DECLARATION**

I, the undersigned, representing and duly authorised to make this declaration by \_\_\_\_\_ [*Approved Applicant*], wish to apply for the Electric Small Public Service Vehicle Grant Scheme under Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid (OJ L 352, 24.12.2013 p 1-8).

Terms and expressions used in this Declaration shall have the same meaning as in the Grant Agreement, unless the context otherwise requires.

I declare that:

I, \_\_\_\_\_ [*name of Approved Applicant*] have not received any contribution falling under a *de minimis* Regulation during the three previous fiscal years (this being the current fiscal year and the previous two fiscal years)

OR

I, \_\_\_\_\_ [*name of Approved Applicant*] have received the following contribution(s) falling under a *de minimis* Regulation(s) during the three previous fiscal years (this being the current fiscal year and the previous two fiscal years)\*

\*DELETE AS APPROPRIATE

Body providing the assistance/aid	Country granting the <i>de minimis</i> aid	Amount granted (calculating gross grant equivalent)	Date of grant
<b>Total amount:</b>		<b>[Total]</b>	

I confirm that the information provided above relating to *de minimis* aid received by \_\_\_\_\_ [*the Approved Applicant*] in the last two and current fiscal years is true, accurate and complete and I acknowledge that if I fail to meet the *de minimis* Regulation eligibility requirements, \_\_\_\_\_ [*the Approved Applicant*] shall become liable to repay the eSPSV Grant received, with interest as determined in accordance with Commission Regulation (EC) (EC) No 271/2008.

**[Company name] [*include if applicable*]:** \_\_\_\_\_

**Name of signatory:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_