



Office for  
Zero Emission  
Vehicles

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

Chris Orr  
Infrastructure Programme Manager  
Middlesbrough Council  
PO Box 500  
Middlesbrough  
TS1 9FT

Our reference: ORCS 322

Dear Chris,

### **Grant Offer Letter – Onstreet Residential Chargepoint Scheme**

Thank you for your application 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, on behalf of the Secretary of State for Transport, we are offering your organisation Middlesbrough Council, a grant with a maximum value of **£125,750** (one hundred twenty-five thousand seven hundred and fifty pounds) only.

The award of this Grant Funding Offer and its terms and conditions are set out in the Grant Agreement in the Annex to this letter. You should read the Grant Agreement carefully before accepting the offer of funding.

Failure to comply with the Grant Agreement may result in the funding being withdrawn.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 the Grant Agreement and return to OZEV within 10 days from receipt.

Yours sincerely  
**Tamsin Kiouzelis**

For and on behalf of the Department for Transport  
**Web:** <https://www.gov.uk/government/organisations/department-for-transport>



**Annex:**

**The Grant Agreement for funding under the On-street Residential Chargepoint Scheme (ORCS) between:**

**(a) the Secretary of State for Transport of 33 Horseferry Road, London, SW1P 4DR; and**

**(b) Middlesbrough Council.**

**A. Definitions**

1. In this Grant Agreement (“the 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 the Guidance document <sup>1</sup>;

“DfT” means the Department for Transport;

“Secretary of State” means Secretary of State for Transport hereafter referred to as SoS

“eligible expenditure” means the payment of:

- (a) the purchase cost of a chargepoint;
- (b) capital costs of a parking bay and the costs of making traffic regulation 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; and
- (g) other capital costs as defined by the council’s accountancy rules and with the agreement of the Secretary of State

“funding period” means the period commencing on the date of issue of the grant offer letter and ending on 31/03/2024

“Grant Recipient” means Middlesbrough 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](http://www.gov.uk/government/publications/grants-for-local-authorities-to-provide-residential-on-street-chargepoints);

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

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<sup>1</sup> 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.



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

## **B. Grant Funding**

1. The Secretary of State for Transport agrees to provide grant funding for the installation of one or more chargepoints determined in accordance with paragraphs 2 to 8.

## **C. Applications for payment of the grant**

2. The Grant Recipient must claim, using the appropriate form<sup>2</sup>, for payment of a grant amount to the Secretary of State for Transport providing such information on the project design, public impact, actual and estimate costs and other information as the Secretary of State for Transport may determine.

## **D. Determination of the amount of the grant**

3. The maximum amount of grant payable for the Project for the funding period is **£125,750** (one hundred twenty-five thousand seven hundred and fifty pounds) only.

4. The Secretary of State for Transport must consider the claim from the Grant Recipient and determine the grant amount to be paid to the Grant Recipient, taking into account the eligibility criteria set out in paragraph 6 and any other the information provided in respect of the Project.

5. Any unspent funds may not be carried over into future financial years.

## **E. Eligibility criteria**

6. The Secretary of State for Transport may only pay a grant amount where:

- (a) the Grant Recipient is Local Authority in England, Wales and Scotland, or a District Council in Northern Ireland. OZEV will use the Local Authority definition used in the Local Government Act 2000, Schedule 1 for England and Wales, the Local Government of Scotland Act 2003, Section 61 for Scotland, and the Local Government (Northern Ireland) Act 1972 to determine this;
- (b) any chargepoints installed under the Project must:
  - i. be situated on land owned by the Grant Recipient; or
  - ii. have the support of the relevant highways authority that has responsibility for maintenance of the highway on the residential streets where chargepoints are to be located evidenced in writing; or
  - iii. have the support of the land-owner responsible for maintenance of the land where the chargepoints are to be located evidenced in writing;

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<sup>2</sup> The application form is available at: [On-Street Residential Chargepoint Scheme guidance for local authorities - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/on-street-residential-chargepoint-scheme-guidance-for-local-authorities)



- (c) the Grant Recipient has submitted an application in compliance with the application criteria in the Guidance document.

## **F. Payment of the grant**

7. Subject to paragraphs 3 to 6, the Secretary of State for Transport must pay to the Grant Recipient a grant amount for each chargepoint which is installed by the Grant Recipient within the funding period, providing:

- (a) the grant amount for each chargepoint does not exceed 60% of the eligible expenditure incurred; and
- (b) the average amount for each chargepoint installed within the funding period does not exceed £13,000.

8. The Secretary of State for Transport shall make payment of a grant amount as follows:

- (a) 75% of the grant amount determined under paragraph 4 within [10 days of such determination] and
- (b) 25% of the grant amount determined under paragraph 4 upon completion of the Project and receipt of satisfactory proof of completion.

## **G. Grant conditions**

9. The Grant Recipient shall comply with the following conditions:

- (a) the grant may only be used to pay for eligible expenditure;
- (b) funding is subject to completion of the project stated in the application;
- (c) the Grant Recipient must ensure that, if the total costs of the Project are less than the amount of grant received upfront, the unspent funds are accounted for and repaid to the secretary of state within the funding period;
- (d) grant claims must be sent to Energy Saving Trust (EST) at [onstreetchargepoints@est.org.uk](mailto:onstreetchargepoints@est.org.uk). Prior to claiming, contact EST for the relevant documents that must be completed when submitting a claim;
- (e) 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;
- (f) the Grant Recipient must comply with all reasonable information requests from DfT regarding progress of the Project;
- (g) the Grant Recipient must keep a record of income and expenditure funded partly or wholly by the grant, and retain all accounting records relating to that income and expenditure for a period of at least six years after the end of grant



funding<sup>3</sup>. 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 their representatives;

- (h) the Grant Recipient must make sufficient progress against agreed project delivery milestones and inform DfT about any slippage against these milestones;
- (i) the Grant Recipient must inform DfT of changes in project design before the changes are implemented, in particular changes to the locations of the chargepoints which must be approved by DfT before installation;
- (j) 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 seven years, from the point of first installation, unless given specific permission otherwise by DfT;
- (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 project 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 the Guidance document;
- (l) the Grant Recipient must ensure that all chargepoints installed continue to meet the requirements of the technical specification in the Guidance document;
- (m) the Grant Recipient must ensure that all chargepoints that are publicly accessible are added to the National Chargepoint Registry<sup>4</sup> 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 in accordance with Alternative Fuels Infrastructure Regulations (2017) 5(2).<sup>5</sup>
- (o) if the Grant Recipient has any grounds for suspecting financial irregularity in the use of any grant paid under this grant 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<sup>6</sup>.

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<sup>3</sup> Accounting records include purchase orders, original invoices, receipts, accounts and deeds, whether in writing or electronic form.

<sup>4</sup> [NCR - National Chargepoint Registry \(dft.gov.uk\)](https://www.dft.gov.uk/national-chargepoint-registry)

<sup>5</sup> [Regulations: alternative fuels infrastructure - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/alternative-fuels-infrastructure-regulations)

<sup>6</sup> 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 a chargepoint installation;
- (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 OZEV. Wherever practicable, publicity material must include OZEV's logo.
- (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 ORCS. 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**

10. If the Grant Recipient fails to comply with any of the conditions of grant in this Grant 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 grant agreement to fund assets which have depreciated in value, DfT must take account of that depreciation in determining the amount to be repaid. DfT must do so on the basis that the amount to be repaid will not exceed the depreciated value of the assets in question.

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

- (a) any information provided in the application for grant 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 to affect significantly 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 grant agreement;
- (e) DfT receives an order to recover a subsidy; or



- (f) the Grant Recipient does not comply with any of the conditions described in the Grant Agreement.

12. Where DfT has required the Grant Recipient to repay any grant amount, DfT may recover that amount by withholding, or deducting the amount from any sum due to the Grant Recipient from DfT under a grant agreement for any other project or activities under any scheme or programme administered by DfT.

13. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant 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.

14. 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 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**

15. 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**

By signing below, the Grant Recipient accepts the terms and conditions of this Grant Agreement.

Signature:

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

Signature\*:

.....  
Name: (BLOCK CAPITALS)

.....  
Position: .....

Date: .....

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