

Energy Saving Trust

Prospect House 5 Thistle Street Edinburgh EH2 1DF

energysavingtrust.org.uk
e. electricvehiclesscotland@est.org.uk

Factored Development 2025-2026 Terms and Conditions

Applicant organisation

- The applicant organisation must be registered on the Scottish Property Factor Register.
- The applicant organisation must have authority to apply for the fund on behalf of the property owners prior to applying for funding. This must be evidenced in writing at the time of application and clearly confirm that owners have provided consent for charging infrastructure to be installed on their shared property.
- 3. The applicant organisation's name must be included on all supporting documents; we do not accept applications completed by a third party such as installers or charge point providers. Any applications found to be completed by a third party will be rejected and any grant paid must be returned.
- 4. The installation of charge points must take place at a residential address in Scotland managed by the applicant organisation.
- 5. Installation addresses must not have previously received funding through the Factored Development Charge Point fund.

Grant

- 6. The grant value covers 25% of installation costs, up to a maximum value of £20,000 per application.
- 7. Any groundworks funded must result in at least 50% of capacity used by funded charge points to be immediately available and live at time of grant claim. Groundworks prepare the infrastructure required to run a charge point; this might include site excavation, laying conduits or trenching. Funding does not cover installation of any charge points installed after grant claim.
- 8. The grant is a reimbursement for installation works on a first-come, first-serve basis; it is subject to availability and we reserve the right to remove or amend any offer at any time, without notice.
- 9. Applicants must inform us of any delays. Extensions can be requested, however they are not guaranteed and are assessed on a case-by-case basis. If funds are not

energy saving trust

claimed by the deadline provided in the grant offer letter, the funding may be withdrawn.

- 10. The grant fund may be fully allocated before the end of the financial year, March 2026. This means the fund can close at any time during the financial year. Applying before closure does **not** guarantee a grant offer.
- 11. The grant offer is valid for four months, unless otherwise stated, subject to grant acceptance conditions being met. If not claimed by the deadline, the funding will be withdrawn and reallocated to another applicant.
- 12. You must notify Energy Saving Trust of your acceptance of the grant within 14 days of the offer being made or by 13 February 2026, whichever occurs first, or no funds will be allocated. To formally accept the grant and secure funding a completed grant acceptance form must be submitted.

Installation

- 13. Installation must not take place until a grant offer has been received and accepted. We cannot fund installations that are in progress or complete.
- 14. Charge Point installation must be completed and claimed by the grant expiry date or 01 March 2026, whichever occurs first.
- 15. The charge point installer must be on our **Approved Installers list**.
- 16. The funded charge point must be an authorised model on the Office for Zero Emission Vehicles (OZEV) charge point list.
- 17. If another approved charge point installer is selected after sending the initial quote with your application, a new quote must be provided. This new quote will require approval by Energy Saving Trust before works commence.
- 18. Energy Saving Trust reserves the right to contact an installer to confirm the installation date of an applicant's charge point(s).
- 19. Energy Saving Trust, our representatives and Transport Scotland are not responsible or liable for any equipment, system or installer used for installation. It is your responsibility to ensure items and services purchased using the grant are adequate and appropriate for your needs. Direct any difficulties or complaints regarding the installation to the installer or, if applicable, equipment manufacturer.

General

energy saving trust

- 20. Terms and Conditions must be agreed to on application submission by the applicant themselves; any applications received by third parties on behalf of the applicant will be rejected.
- 21. Should applicants require a third party to communicate with Energy Saving Trust on their behalf, written confirmation must be submitted to electricvehiclesscotland@est.org.uk prior to the third party engaging with Energy Saving Trust. Energy Saving Trust retain the right to refuse any engagement with third parties where a conflict of interest is found.
- 22. All information provided must be accurate and correct, including submitted applications and any communications we receive. If you are unable to, or fail to meet the eligibility criteria, your application will not progress. If you are in breach of any of the eligibility criterion after your grant has been paid, you must repay the grant amount in full.
- 23. If any information provided in relation to this application is subsequently found to be untrue, inaccurate, or incomplete, this may invalidate the entire application.
- 24. You must notify Energy Saving Trust at <u>electricvehiclesscotland@est.org.uk</u> without delay if at any time after this application is submitted there is any material change to any of this information, in particular to any information that would affect eligibility for any grant under the fund. The information made available by Energy Saving Trust on its website and elsewhere in relation to the grant fund and more generally in relation to vehicles is intended to act as a guide only, and accordingly Energy Saving Trust cannot and does not accept any liability for any loss or damage that you may suffer as a result of using that information.
- 25. You must declare the full amount of any Minimal Financial Assistance subsidy or comparable types of subsidy that you, your business and its group companies have received from central or local government, regional development agencies, devolved administrations or business links in the three years prior to the date of this agreement including any outstanding applications for such subsidies. Energy Saving Trust must be reasonably satisfied that the sum of the previous subsidies taken together with all sums to be taken into account in connection with this grant agreement does not exceed the £315,000 threshold set out in section 42(8) of the Subsidy Control Act 2022 (as that limit may be amended from time to time).
- 26. You must ensure that receipt of the grant monies will not be incompatible with any laws, regulations, rules and guidance applying in the UK and/or the UK's international obligations in relation to Minimal Financial Assistance subsidy (which place restrictions on the circumstances in which public funds may be granted to businesses or other organisations carrying out economic activities).

energy saving trust

- 27. Applicants, their directors, or other persons with powers of representation, decision or control of the applicants must be of good standing. Applicants must declare prior to applying if they, their directors, or other persons with powers of representation, decision or control of the organisation have any prior convictions for any common law or statutory offence referred to in Regulation 57 of the Public Contracts (Scotland) Regulations 2015.
- 28. Applicants must also declare if they are subject to any kind of bankruptcy, administration, insolvency, winding up or debt relief order or proceedings, if they are in an arrangement with creditors, if their business activities are suspended, or if they are in any analogous situation arising from any similar procedure under the laws and regulations of any jurisdiction. They must also declare, prior to applying, if they have committed an act of grave professional misconduct or failed to fulfil obligations relating to the payment of social security or tax contributions.
- 29. Declaration of any of the offences, matters or circumstances referred to above may result in the application being rejected, but Energy Saving Trust reserves the right to consider applications on a case-by-case basis. Failure by an applicant to disclose true and accurate information on any of the above offences, matters or circumstances will result in an application being rejected.
- 30. Energy Saving Trust and/or the Scottish Government reserves the right, at its sole and absolute discretion and at any time, to change any of the eligibility requirements set out in this form and/or to introduce new or additional terms and conditions on giving notice to you.
- 31. Should the Scottish Government discontinue the grant fund, applicants who have received a formal written grant offer from Energy Saving Trust will still be entitled to receive payment of the grant, assuming they still meet the eligibility requirement for the fund and the offer is in date.
- 32. Energy Saving Trust reserves the right in consultation with the Scottish Government to suspend or reject grant applications at any time where a formal written grant offer has not been signed and returned, including where there are insufficient funds available to provide to all applicants.
- 33. Energy Saving Trust reserves the right to reject any application for a grant and Energy Saving Trust's decision as to whether an applicant is eligible for a grant will be final. Energy Saving Trust may seek further information to determine eligibility and you must provide this information within the specified time frame if you wish to continue with the application. Neither Energy Saving Trust nor any of its officers, employees, agents or subcontractors shall be liable for any losses, damages or costs suffered by you which arise out of or in connection with the application process whether caused



- by the negligence of Energy Saving Trust, any of Energy Saving Trust's officers, employees, agents or subcontractors or otherwise.
- 34. Energy Saving Trust reserves the right to and will at its sole discretion assess on a case-by-case basis applications that fall outside any of the eligibility requirements set out in this form. Such applications will be assessed on their merits, bearing in mind the intent of the Fund programme.
- 35. The arrangements applicable to this Factored Development Charge Point Grant Fund will be governed by and construed in accordance with the laws of Scotland and will be subject to the non-exclusive jurisdiction of the Scottish Courts.
- 36. Failure to meet terms and conditions will result in your offer being withdrawn.

Data Protection

- 37. To monitor and administer the Factored Development Charge point Grant Fund, we need to process your personal data. This may include passing your data to Transport Scotland (an agency of the Scotlish Government), Audit Scotland and other funding bodies who will process it solely for the purposes of administering and auditing this fund.
- 38. By submitting your application, you acknowledge and agree that we may make searches at fraud prevention agencies who will supply us with your personal data. We may also share your personal data with financial and other organisations involved in fraud prevention to protect ourselves and others from theft and fraud. If you give us false or inaccurate information and we suspect fraud, we will record this. We and other third parties may use this information if decisions are made about you or others at your address(es) on credit or credit-related services or motor, household, credit, life or any other insurance facilities. It may also be used for tracing and claims assessment.
- 39. Energy Saving Trust may contact you in the future to assess customer satisfaction, participation in case studies or carry out evaluation of the fund.
- 40. Your information will be retained for 7 years from our last point of contact with you.
- 41. Energy Saving Trust's full privacy policy is available at energysavingtrust.org.uk/privacy-policy or upon request from the data protection officer at DataProtectionOfficer@est.org.uk.