DATED

GRANT AGREEMENT

between

RTIG Inform Limited

and

[NAME OF RECIPIENT]

This agreement is dated [DATE]

Parties

(1) **RTIG Inform Limited** incorporated and registered in England and Wales with company number 14513703 whose registered office is at C/O Tim Rivett Consulting Ltd 36 Fields End, Oxspring, Sheffield, United Kingdom, S36 8WH (**RTIG**)

(2) **[Grant Recipient's Name]** incorporated and registered in [England and Wales] [Scotland] with company number [ ] whose registered office is at [ ] (**Recipient**)

BACKGROUND

(A) RTIG has received and is managing a fund on behalf of the department for Transport (**DfT**) with the goal of providing grant funding to increase the provision of onboard audible and visible information for small operators of local bus services, as defined in the Transport Act 1985, including provided under an agreement entered into, where a railway service has been temporarily interrupted, with the person who usually provides the railway service or with a person acting for or on behalf of the person who usually provides the railway service. The fund is to be used to support small operators to comply with the requirements of the Public Service Vehicles (Accessible Information) Regulations 2023.

(B) RTIG has agreed to pay the Grant Recipient to assist it in carrying out the Project and for the purposes of Eligible Expenditure (as defined below).

(C) This agreement sets out the terms and conditions on which the Grant is made by RTIG to the Recipient. These terms and conditions are intended to ensure that the Grant is only used for the purpose for which it is awarded.

(D) The parties confirm that it is their intention to be legally and contractually bound by this agreement. The parties further acknowledge and agree that the Grant is not being allocated by RTIG as consideration for the provision of goods, services or works to RTIG.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Aided PSVs: means the public service vehicles which have (or are to have) installed upon them products or facilities such as audible speakers and hearing loops, visual display screens and supporting infrastructure as a result of the Recipient's receipt of Grant monies from RTIG and the products or facilities themselves (as individual products/facilities).

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Change of Control: any change of control of the Recipient or any person who controls the Recipient. **Control** means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **controls** will be interpreted accordingly.

Commencement Date: the date on which this agreement is signed.

Confidential Information: all information in any medium or format that one party discloses to the other party, whether before or after the Commencement Date, in connection with this agreement and which is designated as confidential or that ought reasonably to be considered to be confidential. It includes information of a confidential nature relating to the business, operations, plans, customers, suppliers, Intellectual Property Rights and know-how of the other party. It does not include information that:

a) is or becomes publicly known (other than as a result of the receiving party's breach);

b) can be shown by the receiving party to have been known to it on a non-confidential basis before disclosure by the disclosing party;

c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

d) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

Default Event: an event or circumstance set out in clause 11.1.

Duplicate Funding: funding provided by a third party to the Recipient that is for the same purpose for which the Grant was made but has not been declared to RTIG.

Eligible Expenditure: the expenditure incurred (or to be incurred) by the Recipient for the purposes of delivering the Project (and nothing else), which is specified in Schedule 1.

Financial Irregularity: has the meaning given in clause 7.1.

Grant: the sum or sums to be paid to the Recipient in accordance with this agreement, for the purpose of delivering the Project and for the Eligible Expenditure, as set out in Schedule 2

Grant Claim: the payment request form submitted by the Recipient to RTIG for payment of the Grant. The form will be in the format and contain the information specified by RTIG from time to time.

Grant Period: the period starting on the Commencement Date and ending on a date that is 5 (five) years from the Installation Date.

Installation Date: the final date of installation of any products or facilities (such as audible speakers, hearing loops and visual display screens) which are funded by the Grant upon Aided PSVs belonging to the Recipient.

Project: the project described in Schedule 1 (which shall include the procurement and installation of the products and facilities listed in that Schedule and the incurring of the Eligible Expenditure).

Representatives: a party's duly authorised directors, employees, officers, agents, professional advisers and consultants.

VAT: value added tax chargeable in the UK.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.

1.4 A reference to **writing** or **written** includes email but not fax.

1.5 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.

2. Eligibility Criteria

2.1 To be eligible to receive the Grant, the Recipient must:

(a) run a local bus service in England, Scotland or Wales, as defined in the Transport Act 1985, including those provided under an agreement entered into, where a railway service has been temporarily interrupted, with the person who usually provides the railway service or with a person acting for or on behalf of the person who usually provides the railway service;

(b) have 20 (twenty) or fewer vehicles;

(c) not be a subsidiary (or otherwise associated with in any capacity, including as a sister company) of an operator of bus services with 21 (twenty-one) or more public service vehicles.

(d) Not already provide both audible and visible information onboard for any of the following: (i) next stop, (ii) route or (iii) direction.

(e) and met these requirements on 1 October ~~r~~ 2026.

2.2 In the event that the conditions at clause 2.1 above are satisfied, the Recipient may apply for funding under the Grant for up to 20 (twenty) public service vehicles. Each public service vehicle for which funding is requested must:

(a) be in use for a local service, as defined in the Transport Act 1985, including those provided under an agreement entered into, where a railway service has been temporarily interrupted, with the person who usually provides the railway service or with a person acting for or on behalf of the person who usually provides the railway service;

(b) be designed to carry 17 (seventeen) or more seated passengers; and

(c) not already provide both audible and visible information on board for any of the following:

(i) the next stop;

(ii) the route; or

(iii) the direction.

2.3 In the event that the conditions of clauses 2.1 and 2.2 above are satisfied, the Recipient may make an application for the Grant by completing a Grant Claim. By submitting a Grant Claim to RTIG, the Recipient shall be deemed to have warranted to RTIG that it meets the eligibility criteria as set out in clauses 2.1 and 2.2.

2.4 RTIG reserves the right to reject or cancel a Grant Claim, refuse to make payment of the Grant or recover or request repayment of the Grant from the Recipient (if it has already been paid) in the event that the Recipient is found to be in breach of any of the eligibility criteria as set out in this clause 2.

3. Purpose of Grant

3.1 The Recipient shall use the Grant:

(a) only for the delivery of the Project and to pay for Eligible Expenditure (and for no other purposes); and

(b) in accordance with the terms and conditions set out in this agreement.

3.2 There shall be no changes made to the scope of the Project or the Eligible Expenditure without RTIG's prior written agreement.

3.3 The Recipient hereby undertakes and warrants to RTIG that:

(a) it shall use the Grant to procure and/or install products or facilities such as audible speakers and hearing loops, visual display screens and supporting infrastructure to provide audible and visible information onboard a public service vehicle(s) (but only for the products or facilities specifically designated as Eligible Expenditure);

(b) it shall use the Grant for the purposes of maintenance of the products or facilities referred to in the Project which are designated as Eligible Expenditure for a period of 1 (one) year from the Installation Date, and this shall include maintaining any products or facilities funded directly or indirectly (or fully or partially) by the Grant in good working order (which, for the avoidance of doubt, shall include undertaking repairs or maintenance promptly as and when required);

(c) it shall, solely at its own expense, continue to use and maintain the products or facilities which are designated as Eligible Expenditure for the duration of the Grant Period, which shall include transferring the products or facilities between vehicles if necessary to retain their use within a fleet of public service vehicles;

(d) it shall provide onboard any Aided PSVs which receive funding from the Grant, information which is consistent with the requirements of the Public Service Vehicles

(Accessible Information) Regulations 2023 on each scheduled journey that the vehicle makes, except where temporary unforeseeable failures make this impossible;

(e) it shall display a sign or notice onboard any Aided PSVs upon which audible and visible information is provided by products or facilities funded in whole or in part by the Grant with the phrase "*Accessible information supported by the Department for Transport and the Real Time Information Group"* and a "*Funded by the UK Government"* logo as provided or made available by RTIG;

(f) it shall immediately provide RTIG with documentary proof of products or facilities procured and installed, or otherwise made ready for use, using the Grant, if this is requested by RTIG;

(g) it shall immediately provide documentary proof of ongoing use of any products or facilities funded fully or partially by the Grant for the duration of the Grant Period, if this is requested by RTIG;

(h) it shall, notwithstanding clause 3.3(g), provide documentary proof on an annual basis of ongoing use of any products or facilities funded directly or indirectly (or fully or partially) by the Grant for the duration of the Grant Period;

(i) it shall, if so required by RTIG, enter into a further agreement with RTIG relating to its compliance with applicable laws relating to subsidy control (and in the event that the it does enter into such an agreement, it shall comply fully with each and every term of that agreement); and

(j) it shall provide RTIG, DfT, or their Representatives, with access to Aided PSVs upon which there are products or facilities funded fully or partially by the Grant upon request, to verify that they are being used as intended and in accordance with the terms of this agreement.

4. Payment of Grant

4.1 Subject to the remainder of this clause 4, RTIG's approval of the Recipient's Grant Claim and the Recipient's full compliance with the provisions of this agreement, RTIG will make the Grant available to the Recipient at the appropriate time (as will be confirmed by RTIG from time to time on a case by case basis).

4.2 RTIG will only pay the Grant to the Recipient in respect of Eligible Expenditure that is either proposed or has been incurred by the Recipient to deliver the Project. For the avoidance of doubt, RTIG will not make any Grant payment available to the Recipient until RTIG is satisfied that:

(a) the payment will be used in full to reimburse Eligible Expenditure already incurred by the Recipient as part of the delivery of the Project (and the Recipient will provide proof of purchase and other supporting documents or information that RTIG may request to verify that Eligible Expenditure has already been incurred); or

(b) the Recipient has provided sufficient assurance to RTIG that the Grant will be used for Eligible Expenditure only and RTIG is satisfied by such assurances.

4.3 RTIG will have no liability to the Recipient for any losses caused by a delay in the payment of the Grant, however arising.

4.4 The Recipient accepts that payments of the Grant will not be made if RTIG does not have available funds or is for any other reason unable or not permitted to provide the funds to the Recipient.

4.5 The Recipient must, if RTIG so requests, hold the Grant in a separate bank account, in the name of the Recipient, which must be an instant access business bank account. The Recipient must not transfer any part of the Grant to any other bank accounts except as necessary to carry out the Project.

4.6 The Recipient must, within 7 (seven) days of a request, repay to RTIG any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

5. Use of Grant

5.1 The Recipient may only use the Grant for the delivery of the Project and for Eligible Expenditure and for no other purpose.

5.2 Without prejudice to clause 5.1, the Grant must not be used for any of the following (non-exhaustive) list of items:

(a) input VAT reclaimable by the Recipient from His Majesty's Revenue and Customs (HMRC);

(b) excessive messaging, for example advertising or non-essential announcements which can be seen to detract from the ability of passengers to access the essential information required by the Public Service Vehicles (Accessible Information) Regulations 2023;

(c) payments for activities of a political or exclusively religious nature;

(d) expenses, such as for entertaining;

(e) interest payments or service charge payments for finance leases;

(f) gifts;

(g) payments by the Recipient in advance of need;

(h) statutory fines, criminal fines or penalties;

(i) payments for work or activities which the Recipient, or any associated entity, has a statutory duty to undertake (with the exception of the Public Service Vehicles (Accessible Information) Regulations 2023);

(j) bad debts to related parties;

(k) the depreciation, amortisation or impairment of assets; and

(l) novel or contentious payments, such as payment of compensation to any party.

6. Other funding

6.1 Where the Recipient has obtained funding from a third party before the Commencement Date (either in relation to the subject matter of the Project or any other grant funding of any nature from the UK Government), the Recipient confirms and warrants that it has declared this funding to RTIG. In the event that the Recipient has obtained other funding, the Recipient hereby acknowledges that this may affect the amount of Grant monies it may be entitled to and in the event of any discrepancy between the Recipient's eligibility to receive Grant monies and the amount of Grant monies actually received by the Recipient, RTIG shall have the right to recover the difference between the Recipient's eligibility and amount received in accordance with the provisions of clause 11.2(b) below.

6.2 The Recipient must not apply for or obtain Duplicate Funding in respect of any part of the Project or any related administration costs that RTIG is funding in full under this agreement. RTIG may exercise its rights under clause 11 should the Recipient do so and refer the Recipient to the police should it dishonestly obtain or attempt to obtain Duplicate Funding.

7. Financial management

7.1 The Recipient must have sound administration and audit processes, including internal financial controls, to safeguard against fraud, theft, corruption, money laundering, terrorist financing or any other impropriety or mismanagement in connection with Project or use of the Grant (**Financial Irregularity**).

7.2 The Recipient must notify RTIG of all cases of Financial Irregularity (whether proven or suspected) relating to the Project or use of the Grant as soon as they are identified. The Recipient will:

(a) explain to RTIG what steps are being taken to investigate the irregularity;

(b) keep RTIG informed about the progress of any investigation;

(c) assist RTIG in any investigations it initiates; and

(d) refer the matter to external auditors or another third party if required to do so by RTIG.

7.3 RTIG (or its professional advisers) may immediately upon request enter the Recipient's premises and inspect, audit and take copies of relevant records, and other documents, as necessary to verify the Supplier's compliance with the terms and conditions of this agreement and for the purposes of investigating any Financial Irregularity. RTIG shall retain this right for the duration of the Grant Period and for a period of 2 (two) years thereafter.

7.4 If RTIG suspects any Financial Irregularity in relation to the Project, RTIG may do one or more of the following:

(a) suspend future payments of the Grant;

(b) insist that the Recipient addresses the Financial Irregularity;

(c) exercise its rights under clause 11.2 below; and

(d) require the Recipient to provide any assistance required by RTIG to recover misused Grant funds.

8. Conflicts of interest

The Recipient will not engage, and will ensure that none of its Representatives engage, in any personal, business or professional activity which conflicts or could conflict with any of its or their obligations in relation to this agreement.

9. Acknowledgement and publicity

9.1 For the duration of the Grant Period, the Recipient agrees to participate in and co-operate with any promotional activities relating to the Project that may be instigated or organised by RTIG or the DfT.

9.2 The Recipient will comply with all reasonable requests from RTIG or the DfT to facilitate visits and provide reports, statistics, photographs and case studies that will assist RTIG and the DfT in their promotional activities relating to the Project.

10. Confidentiality

10.1 Each party undertakes that it will, during the term of this agreement and for a period of two years after termination or expiry of it, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by this agreement or expressly authorised in writing by the other party.

10.2 The Recipient may disclose RTIG's Confidential Information to those persons who need to know that information for the purposes of carrying out the Project (**Permitted Recipients**). The Recipient must ensure that its Permitted Recipients are aware of and comply with its obligations of confidentiality in this agreement. The Recipient must not, and must procure that its Permitted Recipients do not, use any of RTIG's Confidential Information for any purpose other than as necessary for the Project.

10.3 Nothing in this clause 10 prevents RTIG from disclosing any Confidential Information of the Recipient to the UK government, any government department, any public authority or any of its Representatives or suppliers, provided that RTIG only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence where appropriate.

11. Suspension or Repayment of Grant

11.1 Without prejudice to RTIG's other rights and remedies, RTIG may exercise its rights in clause 11.2 if:

(a) the Recipient uses the Grant for anything other than Eligible Expenditure;

(b) the Recipient fails to comply with any of its obligations under this agreement and that failure is material or persistent in RTIG's opinion and, for the avoidance of doubt, any

breaches by the Recipient of clauses 2 to 7 (inclusive) and clause 10 shall be considered material for the purposes of this clause 11.1(b);

(c) the Recipient applies for or obtains Duplicate Funding for the Project or fails to confirm other funding in accordance with clause 6 above;

(d) the Recipient provides RTIG with any materially misleading or inaccurate information or any of the information provided as part of its application for grant funding is found to be materially misleading or inaccurate;

(e) RTIG determines that the Recipient or any Representative or member of the governing body of the Recipient has (a) acted dishonestly or negligently at any time and to the detriment of RTIG or the Project; or (b) taken any actions which bring or are likely to bring RTIG's or the UK Government's name or reputation into disrepute or which pose a risk to public money;

(f) the Recipient transfers, assigns or novates this agreement to any third party (or attempts to do so) without RTIG's consent;

(g) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

(h) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors (other than for the purpose of a bona fide and solvent reconstruction or amalgamation), or it is unable to pay its debts as they fall due;

(i) the Recipient's financial position deteriorates so far as to reasonably justify the opinion that its ability to continue trading is in jeopardy;

(j) the Recipient is in breach of any other agreement with RTIG related to the Grant that deals with applicable laws relating to subsidy control;

(k) any court, tribunal or independent body or authority of competent jurisdiction requires any Grant monies to paid to be recovered due to a breach of (i) any applicable laws relating to subsidy control; or (ii) the UK's obligations under any international agreement in relation to state subsidies; or

(l) the Recipient undergoes a Change of Control which RTIG considers will be materially detrimental to the Project.

11.2 Where RTIG determines that a Default Event has or may have occurred, RTIG will notify the Recipient to that effect, setting out any relevant details and any action it intends to take or has taken. RTIG may take any one or more of the following actions:

(a) suspend or withhold payment of the Grant (if it has not already been paid);

(b) demand repayment of all or any part of the Grant as a debt and require the Recipient to repay all or any part of the Grant; or

(c) terminate this agreement.

11.3 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this agreement, it will notify RTIG as soon as possible so that, if possible and without creating any legal obligation to do so, RTIG will have an opportunity to provide assistance in resolving the problem or to take action to protect RTIG and the Grant monies.

12. Limitation of liability

12.1 RTIG accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient engaging with the Project or the Recipient's use of the Grant.

12.2 The Recipient will indemnify RTIG against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and professional costs and expenses) suffered or incurred by RTIG in connection with:

(a) the acts or omissions of the Recipient in relation to the Project;

(b) the non-fulfilment of any obligations of the Recipient under this agreement; or

12.3 Subject to clause 12.1 and clause 12.4, RTIG's liability under this agreement is limited to the amount of the Grant.

12.4 Nothing in this agreement limits any liability which cannot legally be limited.

13. VAT

13.1 The Grant is not consideration for any taxable supply for VAT purposes.

13.2 If VAT is held to be chargeable in respect of this agreement, all payments will be deemed to be inclusive of VAT and RTIG will not be obliged to pay any additional amount by way of VAT.

14. Duration

This agreement will apply from the Commencement Date and continue until the expiry of the Grant Period unless it is terminated earlier in accordance with its terms.

15. Termination

15.1 Save for as set out at clause 15.2 below, following receipt of the Grant, the Recipient shall have no right to terminate this agreement.

15.2 In the event that the procurement, delivery or installation of the products or facilities that are to be funded by the Grant fails in circumstances which are outside the control of the Recipient, then notwithstanding the Recipients receipt of the Grant and clause 15.1 above, the Recipient shall be entitled to terminate this agreement provided that the Grant has been fully repaid to RTIG (and receipt has been confirmed) prior to termination.

15.3 RTIG shall have the right to terminate this agreement for any Default Event in accordance with its rights under clause 11.2.

16. Consequences of termination or expiry

16.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this agreement will survive expiry or termination and continue in full force and effect.

16.2 Termination or expiry of this agreement will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in this agreement will prejudice the rights of RTIG to recover any amount of the Grant previously paid to the Recipient following termination or expiry.

16.3 Any liabilities, costs or expenses arising at the end of the Project or on termination or expiry of this agreement must be managed and paid for by the Recipient using its own resources. There will be no additional funding available from RTIG for this purpose.

17. Change of Control

The Recipient will notify RTIG as soon as the Recipient is aware (or reasonably should be aware) that it is undergoing or has undergone a Change of Control. The Recipient will ensure that its notice sets out full details of the Change of Control, including the circumstances explaining it.

18. Assignment

The Recipient may not, without the prior written consent of RTIG, assign, transfer, novate or in any other way dispose of the whole or any part of this agreement to any third party.

19. Notices

19.1 Any notice given to a party under or in connection with this agreement must be in writing and in English and must be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the following address (or an address substituted in writing by the party to be served):

(i) Recipient: to the email address generally used by the Recipient;

(ii) RTIG: *secretariat@rtig.org.uk*

19.2 Any notice will be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 10.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission except that if this time is on a non-Business Day or after 5.00 pm on any Business Day it will be deemed received on the next Business Day.

20. Governing law and Jurisdiction

This agreement is governed by and will be construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 The Project

1. Background to the Project

RTIG has received and is managing a fund on behalf of the department for Transport (**DfT**) with the goal of increasing the provision of onboard audible and visible information for small operators of local bus services. The Grant is being provided by RTIG to the Recipient for this purpose.

2. Aims and objectives of the Project.

The fund received by RTIG will be used to support small operators of local bus services, including provided under an agreement entered into, where a railway service has been temporarily interrupted, with the person who usually provides the railway service or with a person acting for or on behalf of the person who usually provides the railway service, to comply with the requirements of the Public Service Vehicles (Accessible Information) Regulations 2023. The Recipient shall be provided with a Grant at RTIG's discretion, and shall be entitled to use the Grant monies only for the purposes of:

- Procuring and/or installing products or facilities (such as audible speakers and hearing loop, visual display screens and supporting infrastructure) on public service vehicles. This is to provide audible and visible information onboard the vehicle to ensure compliance with the legislation listed above; and

- Maintaining the products or facilities (such as audible speakers and hearing loop, visual display screens and supporting infrastructure) that have been installed on public service vehicles for a period of 1 (one) year following the Installation Date of the products or facilities, so as to ensure that they remain in good working order. This shall include undertaking repairs and maintenance promptly.

3. Project activities funded by the Grant and Eligible Expenditure

The parties have agreed that the Grant will fund the following:

Eligible Expenditure
• [Procurement of products or facilities such as audible speakers and hearing loop, visual display screens and supporting infrastructure (**Products**)] • [Installation of Products] • [Maintenance of Products]

Schedule 2 Payment Schedule

Subject to the Recipient's compliance with the terms of this agreement, RTIG will pay to the Recipient a Grant in the following sum for the purpose of the Project:

Grant
[£]

SIGNED by **RTIG Inform Limited**)

acting by **Tim Rivett**)

) _____

SIGNED by **[Recipient]**)

acting by [ ])

) _____