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Clean Air Zone Grants Team

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PRIVATE & CONFIDENTIAL

Ms H Sample
1 Sample Street
Sample
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S1 1SS

Tel No: 01274 435533
Email: CleanAirZoneGrant@bradford.gov.uk

Date: 29/2/2022
Ref: HGVG_1000

Dear Ms Sample

Bradford Heavy Duty Vehicle (HDV) Clean Air Programme

Further to your application of 1/1/2022 for grant funding from the Bradford Heavy Duty Vehicle (HDV) Clean Air Programme (“**Application**”) I am pleased to confirm that the City of Bradford Metropolitan District Council (“Bradford Council”) having evaluated your Application have determined that you should be awarded grant funding of £16,000.00 in respect of the replacement or retrofit of your Clean Air Zone (CAZ) non-compliant vehicle operating in Bradford.

If you wish to accept this offer of Grant (on the terms and conditions set out in this Agreement), please return a copy of the full grant offer agreement below by completing and signing where indicated.

This should be returned no later than 14/3/2022

If you are unable to return this document by the above date, please contact the grants team to discuss.

Yours Sincerely

Clean Air Zone Team

Clean Air Heavy Duty Vehicle Grant Scheme - Grant Offer Terms and Conditions Agreement

Reference number: HGVG_1000

This letter and its annexes (the "**Agreement**") sets out the terms and conditions of Bradford Council's offer of grant funding to Ms H Sample

Annex 1 sets out the general terms and conditions of the funding.

Annex 2 sets out the description of the key deliverables and payments.

Annex 3 sets out the Special Conditions.

If you wish to accept this offer of Grant (on the terms and conditions set out in this Agreement), please sign and return a full copy of this letter and the terms and conditions of the Agreement where indicated.

Signed for and on behalf of City of Bradford Metropolitan District Council

Andrew Whittles – Director of Clean Air Programmes

Grant Recipient declaration:

We hereby acknowledge receipt of this letter and accept the Grant Agreement provided, an executed copy of which is also returned:

Signed:		Name:	
Role:		Date:	

For and on behalf of Ms H Sample

ANNEX 1: GRANT AGREEMENT TERMS AND CONDITIONS

Background

- A. Bradford Council has secured funding from the Clean Air Fund, administered by HM Government's Joint Air Quality Unit ("JAQU"), to provide a capital grant funding scheme for replacement vehicles or accredited technology to improve the emissions of Heavy duty vehicles operating in Bradford – the Heavy Duty Vehicle Clean Air Programme.
- B. The Grant Recipient applied for Grant under the Clean Air Programme and its Application was successful.
- C. Bradford Council agrees to pay the Grant to the Grant Recipient on the basis of its Application and subject to these terms and conditions.

It Is Agreed

1. Definitions

In this Agreement, except where the context otherwise requires:

"Accredited Technology" means in respect of the vehicle the retrofitting technologies listed against that Vehicle in Annex 2, that have been accredited to reduce emissions of nitrogen oxides through the Clean Vehicle retrofit Accreditation Scheme (CVRAS) or UKLPG approved installers scheme;

"Charity" means a charity as defined in section 1(1) of the Charities Act 2011.

"District" means the administrative area of Bradford Council.

"Grant" means the funding provided by Bradford Council to deliver the lower emission HDV, which shall be paid as a Grant per Unit in respect of the Costs of replacing a vehicle or fitting Accredited Technology to a vehicle in accordance with this Agreement;

"Grant Recipient" means Ms H Sample, who, having accepted this offer of Grant, is responsible for receiving, expending and accounting for the funds paid and for ensuring compliance with all the terms and conditions of the Grant;

"Heavy Duty Vehicle (HDV)" means a vehicle with 4 or more wheels in vehicle class:

- N2: Vehicles used for the carriage of goods and having a maximum mass exceeding 3.5 tonnes but not exceeding 12 tonnes.
- N3: Vehicles used for the carriage of goods and having a maximum mass exceeding 12 tonnes.
- M3: Vehicles used for the carriage of passengers, comprising more than eight seats in addition to the driver's seat, and having a maximum weight exceeding 5 tonnes.

"Local SME" means any small or medium sized enterprise employing less than 250 people with an annual turnover of less than £45million and a total balance sheet of less than £40 million which has its registered office or principal place of business in the District, as referred to in the Bradford Clean Air Zone Charging Order 2022.

"Prohibited Act" means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by Bradford Council a financial advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010
 - (ii) under legislation creating offences concerning fraudulent acts
 - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with Bradford Council; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud Bradford Council.

"Special Conditions" means the Special Conditions set out at Annex 3 to this Agreement

"Term" means two (2) years from the date of this Agreement

"Vehicle" means the vehicle listed in Annex 2 to this Agreement.

2. Grant Offer

2.1. Subject to the Grant Recipient complying with the grant terms and conditions set out in this Agreement, Bradford Council shall pay the Grant to the Grant Recipient to fund the costs of replacement or retrofitting of their Vehicle.

3. Purpose of the Grant

3.1. The purpose of the Grant is to allow the Grant Recipient to deliver the replacement or retrofit of a vehicle as identified in Annex 2.

4. Amount of Grant

4.1 The maximum amount of Grant payable will be £16,000.00.

4.2 Grant Funding is not payable in advance of need and shall solely be payable in accordance with this Agreement and following receipt of the grant offer agreement and associated documentation in accordance with clause 8.

4.3 Grant funding will be calculated net of VAT and also net of sale or trade-in value of the non-compliant vehicle. Where the stated cost of the replacement or upgrade vehicle is deemed excessive, or the sale or trade in value of the non-compliant vehicle is too low in the opinion of Bradford Council in its sole discretion, Bradford Council reserves the right in its sole discretion to amend these values to reflect market value.

5. Prohibitions and restrictions on the use of the Grant

5.1 The Grant shall solely be used for the purposes set out in the Application.

5.2 The Grant shall be paid to the Grant Recipient only and shall not be transferrable to any other party.

5.3 Where the Grant Recipient intends to apply to a third party for other funding for the vehicle, it will notify Bradford Council in advance of its intention to do so and, where such funding is obtained, it will provide Bradford Council with details of the amount and purpose of that funding. The Grant Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that Bradford Council is funding in full under this Agreement.

5.4 Where the Grant Recipient does not expend any Grant in respect of the Project ("**Unspent Grant**") then the Grant Recipient shall promptly repay such Grant to the Bradford Council upon determining that such Grant is not required to be expended in respect of the Project.

5.5 Where the Grant Recipient fails to comply with any of the Special Conditions then the Grant Recipient shall promptly notify the Bradford Council of such non-compliance, specify how it intends to rectify such non-compliance and seek to rectify such non-compliance as soon as reasonably practicable.

5.6 The Grant Recipient must comply with the General Data Protection Regulations (2018) and the Data Protection Act (2018) and shall ensure that appropriate processes are in place to protect the privacy of all personal identifiable information and prevent data breaches.

6. Withholding, Suspension and Repayment of Grant

6.1 Bradford Council may withhold and suspend any payment and/or may require all or part of the Grant to be repaid or returned if in its opinion, acting reasonably:

- (a) Evidence or information comes to light which, if known at the time of application, would have made the Grant Recipient ineligible for a grant award.
- (b) The Grant Recipient uses the Grant for purposes other than those for which it has been awarded;
- (c) There is unsatisfactory progress towards starting or completion of the Project;

- (d) Any information provided to Bradford Council in claims or supporting documentation is found to be incorrect, incomplete or misleading;
- (e) Information regarding expenditure is not maintained accurately and reported to Bradford Council as requested;
- (f) Any other circumstances or events occur which renders the Grant Recipient unsuitable to receive funding;
- (g) The Grant Recipient becomes insolvent or subject to a winding up resolution or being dissolved;
- (h) The Grant Recipient commits or committed a Prohibited Act;
- (i) The Grant has not been utilised for the purposes permitted under this Agreement and/or would otherwise (in Bradford Council's opinion, acting reasonably) be deemed to be prohibited subsidy if not repaid by the Grant Recipient;
- (j) This agreement is terminated in accordance with Clause 7.

7. Termination

7.1 Bradford Council may terminate this Agreement and any Grant payments immediately on giving the Grant Recipient written notice should it be required to do so by financial restraints or for any other reason.

7.2 Bradford Council may terminate this Agreement in the event of a breach by the Grant Recipient of any of the terms and conditions of this Agreement by notice:

- (a) where such breach is capable of remedy, 15 days after notification of the breach has been given;
- (b) where such breach is irremediable, immediately.

8. Payment Arrangements

8.1 Subject to the conditions set out in this Agreement, the Grant shall be paid to the Grant Recipient in arrears in accordance with this clause 8;

8.2 Upon completion of the replacement or retrofit the Grant Recipient shall submit to Bradford Council:

- (a) Receipt of purchase of the Vehicle or Accredited Technology;
- (b) New V5C document for the Vehicle, if applicable;
- (c) Confirmation that the non-compliant vehicle is no longer owned by the grant recipient; and
- (d) Such other supporting evidence as Bradford Council may reasonably request to demonstrate compliance with the Special Conditions.

8.3 A signed grant offer agreement and associated documentation shall be sent to Bradford Council's Clean Air Plan Team. For the avoidance of doubt, no payment may

be made if any Special Condition has not been satisfied, or is no longer satisfied, in respect of the vehicle.

8.4 Within thirty (30) days of receipt of this grant offer and associated documentation submitted in accordance with this clause, Bradford Council shall either:

(a) pay the Grant Recipient the amount stated; or

(b) notify the Grant Recipient in writing of any amount that Bradford Council does not consider to be due and payable pursuant to this Agreement and the valid reasons therefor to the extent permitted under this Agreement (which for the avoidance of doubt shall include any circumstances where Bradford Council has reasonable cause to query any information provided in respect of satisfaction of the relevant completion of retrofit or replacement vehicle).

8.5 All payments required to be made under this Agreement will be made on the due date in cleared funds to the bank account set out below:

Grant recipient bank details

Recipient name	
Reference	HGVG_1000
Account name	
Sort code	
Account reference number	
Building society roll number (if applicable)	

If the due date falls on a day which is not a working day, payment will be made on the next working day thereafter

8.6 The amount of the Grant shall not be increased in the event of any overspend by the Grant Recipient in its delivery of the Project.

8.7 Bradford Council may retain or set off any amount owed to it by the Grant Recipient under this Agreement against any amount due from it to the Grant Recipient under this Agreement, in each case where such amounts have become due and payable.

8.8 Following the final payment of the Grant under this agreement, Bradford Council shall not be obliged to provide any additional funding to the Recipient for any purpose.

9 Obligations of the Grant Recipient

9.1 The Grant Recipient shall use reasonable endeavours to deliver the agreed scope of the Grant within the available funding and the Grant Recipient shall be responsible for any cost overruns.

9.2 The Grant Recipient shall have due regard for regularity and propriety and must make sure efficiency, economy, effectiveness and prudence in the utilisation of the Grant Funding (which is a public resource), to secure value for public money. The Grant Recipient shall ensure that all replacement vehicles and/or Accredited Technology are procured at market prices.

10 WARRANTIES

10.1 The Grant Recipient warrants, undertakes and agrees that:

- (a) it has the corporate power to own its assets and to carry on its business as it is now being conducted;
- (b) it has all necessary resources, approvals, powers and expertise to deliver the replacement or retrofit (assuming due receipt of the Grant);
- (c) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (d) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (e) all financial and other information concerning the Recipient which has been disclosed to Bradford Council is to the best of its knowledge and belief, true and accurate;
- (f) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (g) it is not aware of anything in its own affairs, which it has not disclosed to Bradford Council or any of Bradford Council's advisers, which might reasonably have influenced the decision of Bradford Council to make the Grant on the terms contained in this Agreement;
- (h) since the date of its last accounts there has been no material change in its financial position or prospects; and
- (i) at the date of this agreement it meets and, and shall continue throughout the Term, to meet the Special Conditions.

11 Claw-back

11.1 The Grant Recipient acknowledges that Grant is paid to the Grant Recipient solely for the purposes of the Project and is only legally payable where such Grant is legally payable to the Grant Recipient compatible with subsidy control rules. The Grant

Recipient acknowledges that all payments of Grant paid or payable under this Agreement are subject to continued compliance with subsidy control rules, and that any Grant shall be repayable to Bradford Council where and to the extent:

- (a) Required pursuant to clause 6.1.(i) 0 above; or
- (b) Where it is otherwise determined that such payment is a prohibited subsidy, and where Bradford Council notifies the Grant Recipient that such Grant is repayable, the Grant Recipient shall:
- (c) promptly meet with Bradford Council to determine whether there are any actions which can be taken to mitigate the requirement to repay such Grant, and where such actions are possible, promptly take such actions; and
- (d) otherwise promptly repay to Bradford Council any such Grant that is repayable.

11.2 Where any Grant is repayable in accordance with clause 11.1 as a result of any breach of Special Condition pursuant to this Agreement, any other act or omission pursuant to this Agreement, or any other act or omission of the Grant Recipient which has the object or effect whether directly or indirectly of distorting competition or otherwise leading to payment of the grant being a prohibited subsidy, then the Grant Recipient shall indemnify the Bradford Council against all costs or losses arising from such breach, act or omission, including any costs or losses relating to any requirement for the Bradford Council to repay amounts relating to the Grant to JAQU or any other party.

12 Reporting and change

12.1 The Grant Recipient shall:

- (a) agree in writing with Bradford Council in advance any significant changes;
- (b) keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to that expenditure and income for a period of at least four years after the end of Grant funding. (Note: accounting records include original invoices, receipts, accounts and deeds, whether in writing or electronic form). The Grant Recipient must make these available at any reasonable time for inspection by Bradford Council;
- (c) with regard to any request for change to how the Grant is to be spent, and the treatment of any underspends, seek approval from Bradford Council, and not make any material change without the prior written consent of Bradford Council.

12.2 The Grant Recipient shall not be entitled to replace any Vehicle during the Term except in exceptional circumstances where a write-off is made or uneconomical repairs are required to the Vehicle. In such circumstances the Grant Recipient must notify Bradford Council in writing as soon as possible and at least 5 days in advance of such replacement. The replacement for such Vehicle must not lead to an overall degradation in emissions performance, and the Grant Recipient must provide Bradford Council with any information reasonably required to satisfy that this requirement has been met. For the avoidance of doubt, where a Vehicle is replaced in accordance with

this clause 13.b it shall be a breach of a Special Condition if there is a degradation in emissions performance during the original Term specified.

12.3 All correspondence in respect of this Agreement shall be sent to:

(a) In the case of the Bradford Council – Clean Air Plan Team or such other person as Bradford Council shall notify to the Grant Recipient from time to time (Director of Clean Air Programmes – Andrew Whittles); and

(b) In the case of the Grant Recipient or such other person as the Grant Recipient shall notify to Bradford Council from time to time ("**Grant Recipient Representative**").

Name	
Contact Address	

13 Financial or other irregularities

13.1 If the Grant Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Agreement, they must notify Bradford Council immediately, explain what steps are being taken to investigate the suspicion, and keep Bradford Council informed about the progress of the investigation. For these purposes "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than the purposes of the Project.

14 VAT

14.1 The payment of funds by Bradford Council under this Agreement is believed to be outside the scope of Value Added Tax ("VAT"), but if any VAT shall become chargeable, all payments shall be deemed to be inclusive of all VAT and Bradford Council shall not be obliged to pay any additional amount by way of VAT.

14.2 It is the responsibility of the Grant Recipient to determine whether its supplies are subject to VAT or not, and, if necessary, reach agreement with HM Revenue & Customs ("HMRC") as to the correct treatment of the supplies.

14.3 All sums or other consideration payable to or provided by the Grant Recipient to Bradford Council at any time shall be deemed to be exclusive of all VAT payable. The Grant Recipient shall, on demand by Bradford Council, pay to Bradford Council all the VAT payable upon the receipt of a valid VAT invoice.

14.4 The parties acknowledge and agree that Bradford Council shall not have any liability for amounts due to be paid by the Grant Recipient to HMRC.

15. Disputes

15.1 In the event of a dispute about the Grant or the payment of the Grant, and where the Bradford Council Representative and the Grant Recipient Representative are unable to resolve such dispute within ten (10) working days, either party may escalate the matter for resolution by Andrew Whittles (Director of Clean Air Programmes) from Bradford Council and Ms H Sample (or representative of) from the Grant Recipient who will work together to resolve the dispute.

15.2 Where the parties have been unable to resolve a dispute in accordance with clause **Error! Unknown switch argument.**5.1 within ten (10) working days, or such longer period as agreed to in writing by the parties, each party shall have the right to commence any legal proceeding as permitted by law in accordance with clause 0.

16. Confidentiality and Freedom of Information

16.1 Subject to this clause 16 and any other reason why Bradford Council may be required to disclose confidential information for the purposes of compliance with this Agreement, each party shall seek to keep confidential information disclosed pursuant to this Agreement confidential and not disclose it other than for the purposes of this Agreement.

16.2 The Grant Recipient acknowledges that Bradford Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). The Grant Recipient shall:

- (a) provide all necessary assistance and co-operation as reasonably requested by Bradford Council to enable the Bradford Council to comply with its obligations under the FOIA and EIR;
- (b) provide Bradford Council with a copy of all information stipulated in a request for information which is in the Grant Recipient's possession or control in the form that Bradford Council requires within five (5) working days (or such other period as Bradford Council may reasonably specify) of Bradford Council's request for such information;
- (c) transfer to Bradford Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within two (2) working days of receipt; and
- (d) not respond directly to a request for information unless authorised in writing to do so by Bradford Council.

16.3 The Grant Recipient acknowledges that Bradford Council may be required under the FOIA and EIR to disclose information without consulting or obtaining consent from the Grant Recipient. Bradford Council shall notify the Grant Recipient of any request for information that seeks disclosure of confidential information of the Grant Recipient to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) Bradford Council shall be responsible for determining in its absolute discretion whether any information and/or any other information is exempt from disclosure in accordance with the FOIA and EIR.

16.4 The Grant Recipient shall provide Bradford Council with such information within the possession or control of the Grant Recipient which Bradford Council may request to enable Bradford to comply with information provision obligations in favour of JAQU in respect of the Project. The Grant Recipient acknowledges that Bradford Council has certain information provision obligations which may extend beyond the Term and agrees that it shall provide such information notwithstanding that the Grant Recipient's substantive obligations under this Agreement may have come to an end or been discharged.

17. CONFLICT OF INTEREST

17.1 The Grant Recipient acknowledges and agrees that no conflict of interest exists between the Grant Recipient and/or any Grant Recipient sub-contractor and Bradford Council at the date of this Agreement. In the event that the Grant Recipient becomes aware of a conflict of interest between its own interests or those of a Grant Recipient sub-contractor and Bradford Council, it shall notify Bradford Council of the full details of any such conflict of interest immediately.

17.2 Bradford Council reserves the right to terminate this agreement immediately by notice in writing and/or take such steps as it shall deem necessary should it become aware of a conflict of interest between itself and the Grant Recipient or a Grant Recipient sub-contractor.

18. COUNCIL'S OBLIGATIONS/FETTERING DISCRETION

18.1 Save as otherwise expressly provided, the obligations of Bradford Council under this Agreement are obligations of Bradford Council in its capacity as a contracting counterparty and nothing in this Agreement shall operate as an obligation upon, or in any other way fetter or constrain Bradford Council in any other capacity, nor shall the exercise by Bradford Council of its duties and powers in any other capacity lead to any liability under this Agreement (howsoever arising) on the part of Bradford Council to the Grant Recipient.

19. ASSIGNMENT

19.1 The Grant Recipient may not, without the prior written consent of Bradford Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

20. NO PARTNERSHIP OR AGENCY

20.1 This Agreement shall not create any partnership or joint venture between Bradford Council and the Grant Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

21. WAIVER

21.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

22.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and interpreted in accordance with English law.

23.2 Except as expressly provided in this Agreement the English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement (including claims for set-off and counterclaims), including disputes arising out of or in connection with:

- (a) the creation, validity, effect, interpretation, performance, or non-performance of, or the legal relationships established by, this Agreement; and
- (b) any non-contractual obligations arising out of or in connection with this Agreement.

For such purposes, each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

Annex 2: Description of the Project

The replacement or fitment of CVRAS approved retrofit technology of a Heavy Duty Vehicle operating in Bradford which is not compliant with the Bradford Clean Air Zone standards. A replacement vehicle or retrofitted vehicle must be compliant with the Bradford Clean Air Zone standard.

SAMPLE

Annex 3: Special Conditions

Grant Recipient Eligibility Special Conditions

- The Grant Recipient must be a Local Small/Medium-sized Enterprise or smaller, or a Charity.
- The Grant Recipient must be the owner of a non-compliant vehicle which must have been owned by the Grant Recipient for a period prior to 26th September 2022 up until, and including, the date of Grant Application.
- The Grant Recipient/business/organisation and the non-compliant vehicle must be registered at an address within the Bradford Metropolitan District.
- The non-compliant vehicle must not have been subject to previous Clean Air Zone grant funding.
- The Grant Recipient must cease to be the owner of the non-compliant vehicle unless the vehicle is to be the subject of a retrofit upgrade to Clean Air Zone Standard.

Vehicle Eligibility Special Conditions

- A replacement vehicle must be compliant with the Clean Air Zone vehicle emissions standards.
- Replacement vehicles must be on a like for like basis. Funding is not available to fund vehicle replacements in a different class, for example funding will not be allocated to replace a HGV (N2 class vehicle) with a HGV (N3 class vehicle) or coach (M3 class vehicle) with a minibus (M2 class vehicle)
- LPG conversions and other retrofit solutions must be approved by UKLPG or Clean Vehicle Retrofit Accreditation Scheme (CVRAS)

Post-Grant Special Conditions

For 2 years following the date of the Grant Agreement:

- The Grant Recipient must retain ownership of the compliant vehicle
- The Grant Recipient and compliant vehicle must remain registered to an address within the Bradford District.
- The compliant vehicle must be maintained to ensure the vehicle continues to meet Clean Air Zone emissions standards.
- The Grant Recipient agrees to provide evidence of compliance where requested.

The Grant Recipient must inform the Bradford Council Representative immediately of any change which would cause a breach of the terms and conditions