

MAYOR OF LONDON



London Community Energy Fund Prospectus

August 2018

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**Greater London Authority
August 2018**

Published by
Greater London Authority
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Front cover photograph courtesy of Tim Mitchell

Copies of this prospectus are available from www.london.gov.uk/community-energy-fund

CONTENTS

1. Introduction and background	3
2. London Community Energy Fund 2018/19	6
3. What are we looking for in projects?	8
4. Application requirements	11
5. Project proposal	11
6. Assessing applications	11
7. Timetable for London Community Energy Fund 2018/19	13
Appendix 1 – application assessment criteria	14
Appendix 2 – funding terms	18

1. Introduction and background

The Mayor wants to make London a zero carbon city by 2050. For this to happen, London will need to be supplied by a range of efficient and clean energy. The Mayor's Energy for Londoners programme aims to make London's homes warm, healthy and affordable, its workplaces more energy efficient, and to supply the capital with more local clean energy.

Community energy groups have an important role to play in London. As well as delivering renewable or clean energy schemes or energy efficiency projects, they raise local awareness of energy and climate change issues and the benefits of saving energy or generating clean and local energy. These groups have become experts in putting in place decentralised sustainable energy systems. Examples include installing solar photovoltaics (PV) on churches, social housing blocks and schools. This is often financed through the purchasing of shares by members of the local community. Some groups have also focused on promoting energy efficiency and tackling fuel poverty, through financing or enabling the retrofit of measures that will reduce energy demand. The benefits of this work are significant and can include:

- reducing energy costs for community sites
- increasing awareness of energy issues and changing attitudes and behaviour around energy use
- providing advice to those in fuel poverty
- financial contributions to community benefit funds
- stimulating the local economy including new skills and training opportunities
- reducing carbon emissions.

However, community energy groups face several challenges. Examples they have cited include problems identifying suitable sites for energy installations, low levels of available capital, a lack of resources (time and money) to develop a business case for investment, and challenges in co-ordinating activities with local authorities.



Photo courtesy of Power Up North London

The purpose of this fund

This fund aims to help community energy groups overcome these challenges. This would increase the number - and positive impact - of community energy projects across London. The broader objective is to increase the amount of renewable energy generation in London as well as to reduce energy demand. The first phase of the fund¹ launched in October 2017 and focused on solar energy, in line with the Mayor's ambitions in his [Solar Action Plan](#).

¹ A list of projects supported in phase 1 can be found at: www.london.gov.uk/community-energy-fund

We define community energy as collective action taken by a self-organised network of people with a common agenda to reduce, manage or generate energy. As per the Department of Business, Energy and Industrial Strategy (BEIS) explanation, 'Community energy projects have an emphasis on local engagement, local leadership and control and the local community benefiting collectively from the outcomes'.

Examples of community energy projects

- Energy efficiency - community group En10ergy helped [Woodside School in Haringey](#) secure a loan from Salix to replace £18,000 worth of Light-Emitting Diodes (LEDs) across the school. It is estimated by En10ergy that these LEDs will save the school up to £9,000 per year in reduced electricity bills for lighting. En10ergy also worked with the school to install solar panels.
- Energy storage - the charity [10:10](#) have undertaken technical and financial modelling of the impact of battery storage, and an assessment of capacity and feasibility for solar photovoltaics on 10 housing blocks in Lambeth. With funding from phase 1 of the LCEF, this project is predominantly looking to maximise the use of existing solar installations. It aims to demonstrate a model for matching the electricity generated by the solar installation with the electricity usage of participating residents, who would be able to receive a special tariff as a result.
- Solar photovoltaics - Power Up North London (PUNL) has installed a solar array on [St. Anne's Church in Highgate](#). Here, 19 kWp of solar PV on the south facing roof of the church is estimated to generate over 16 MWh of clean electricity a year, which equates to a reduction in carbon emissions of around nine tonnes per year and reduced bills for the church. It was funded through a community share offer which attracted 60 investors. Surplus income contributes to PUNL's Community Energy Fund and is made available for further projects in the local area.

2. London Community Energy Fund 2018/19

The first phase of the London Community Energy Fund (LCEF) is supporting the development of eleven solar community projects across the capital, totalling grants of up to £130,000.

Following the success of the first phase we are launching phase 2 of the LCEF, which has two objectives:

1. support solar PV community projects that will be able to utilise the national Feed-in Tariff (FiT) before it is closed to new registrants in April 2019
2. support a wider range of community energy projects to be delivered by 31st August 2019.

The London Community Energy Fund 2018/19 will offer grants of up to £15,000. This can be used to support the development stages of community projects. Funding could be used, for example, to carry out preliminary viability and feasibility studies or develop a financial business case. We want to fund the work required to get a community energy project 'investor ready', i.e. ready to be financed. The 2018/19 fund does not provide capital money towards the purchase and installation of the measures.

The scope of the fund is to cover the following community energy projects, which should demonstrate quantifiable carbon savings:

- energy generation (e.g. solar heating and photovoltaic, heat pumps, hydroelectric)
- energy storage (e.g. batteries), particularly when utilised alongside existing or planned energy generation
- energy efficiency and demand reduction (e.g. energy conservation measures, light-emitting diodes (LEDs), heating controls, building insulation)
- electric vehicles or low carbon transport initiatives (e.g. EV charging points).

The funding round for phase two is now open. The deadline for applications is **Friday 2 November at 5pm**. Funding will be available to successful applicants after grant agreements with the Greater London Authority (GLA) are finalised. The grant will normally be split in phases following a payment schedule agreed between the successful applicant and the GLA with payments released upon evidencing of key milestones. There is also the possibility to seek upfront payment as part of this payment schedule.

There are two application forms for phase 2.

Solar PV projects relying on the FiT should use **application form 1** (solar “fast-track”). The allocation of funding will be based on a ‘first-come first-served’ basis where applications will be assessed individually as soon as they are received. Applications that meet the funding criteria will be offered a grant to enable the community group to start development work as soon as possible so that solar panels are registered or pre-registered for the FiT by 31 March 2019. We’d expect to receive most applications by October. Although BEIS have proposed to allow community groups to pre-register sites for the FiT by 31 March 2019, for installation by March 2020, this has not been confirmed (as of August 2018) and BEIS are yet to clarify the implications of deployment caps potentially being reached once a project has pre-registered but before it has been installed.

All other projects including solar projects that are not reliant on the FiT should use **application form 2**. This will involve a competitive assessment process whereby all applications received by the deadline will be assessed and scored by a panel of experts and an announcement on offers made by December 2018.

If you wish to apply, the application forms accompanying this prospectus can be found on the GLA’s website at www.london.gov.uk/community-energy-fund. Applicants can apply for grant funding for more than one project. You must complete a form for each proposed project.

In addition to this funding prospectus, the Mayor has established the Decentralised Energy Enabling Project (DEEP). This aims to take larger-scale local energy projects through to market. DEEP has a target to directly support the provision of 3 megawatts (MW) of renewable energy capacity, installed by September 2019. It is looking to support larger scale solar projects (greater than 250 kWp). The London Community Energy Fund can be used to help develop larger (or aggregated) community solar projects to a stage where they are suitable for DEEP delivery support. Further information on DEEP can be found [here](#).

3. What are we looking for in projects?

The Mayor wants to help community energy groups get to the point where their projects have built a strong case for investment. Applicants should be confident that their energy project will be delivered. We want to fund a range of community energy projects that will increase the generation of local clean energy across London, reduce energy use and help balance demand with supply.

The number of community energy projects the London Community Energy Fund will support depends on the number and quality of applications we receive. We will assess projects on the application form as set out in Appendix 1 of this prospectus.

We want our funding to support as many projects as possible. We'd prefer to support projects that can attract other sources of funding (public or private) to complement the Mayor's. In this phase we will not support the capital costs of projects.

We are seeking applications which:

- can deliver carbon savings and do not impact air quality
- can complete the proposed project development work **by 31 January 2019 for solar PV projects relying on the FiT and 30 June 2019 for all other projects**. The proposal should demonstrate that all of the project development work required to get a community energy project 'investor ready' (ready to be financed before moving to installation phase) will be undertaken by this deadline. The grant will normally be split in phases following a payment schedule as outlined in the previous section
- demonstrate a need for support through the stages of project development such as public consultation, detailed feasibility studies and expert advice
- propose efficient use of the funding, such as leveraging in other funds, joint procurement opportunities for services, partnerships, and working with others to maximise efficiencies
- can provide a clear plan to move from project development to physical delivery. Applications to the solar "fast-track" must provide a clear plan as to how project development will be completed by **31 January 2019 and solar PV projects registered or pre-registered for FiT before 31 March 2019**. For all other applications, the deadlines are 30 June 2019 for project development and 31 August 2019 for completed installations. This plan should include, at a high level, the costs and benefits of the

proposed project, how it could be financed (including potential for collective purchasing to realise economies of scale) and how the key stakeholders will be engaged

- demonstrate the additional benefits the proposed community energy project will bring to local people. This will mainly be through local renewable/clean energy generation or energy demand reduction but also through improving local resilience (for example by incorporating energy storage measures)
- consider innovative mechanisms to test how grants could be recycled back to the GLA so it could support other projects
- maximise impact by sharing learning and knowledge.



Highly efficient LED bulbs and motion sensors installed at Doddington and Rollo Community Association by Community Renewable Energy Wandsworth (CREW) in 2017, photo courtesy of CREW.

What can grant funding be used for?

Grant funding can be used to support a range of project feasibility and scoping activities, such as:

- technical feasibility assessment (for example structural surveys, assessing the feasibility of grid connection)
- stakeholder consultation
- assessment of planning issues
- getting permissions from the site landowner if necessary
- support to complete applications for permits, licences and consent
- financial viability or business case assessments

Grant funding can also be used for: legal advice and registration fees related to the proposed project; project management costs; and other costs associated with the above. It cannot be used to buy or install equipment (that is capital expenditure, as set out above).

We ask applicants to show value for money and efficient use of potential funding.

We welcome applications that show your organisation is working collaboratively with, and involving, other local groups. However, you must nominate a single lead organisation to submit the grant application that is constituted in a way that enables it to receive the funding. This lead organisation would receive the funding, distribute it to other partners and complete project monitoring, should your application be successful.

4. Application requirements

Applicants must agree to the following:

- phase 2 funded project development activities must be completed by:
 - **31 January 2019** for solar “fast-track” applications, with plans in place to register or pre-register for the FiT by **31 March 2019**
 - **30 June 2019** for all other applications, with plans in place to deliver the final installation by **31 August 2019**
- the London Community Energy Fund is open to London-based community groups that are legally constituted, or an established group with a governing document and separate bank account. Companies and charities applying for grant funding will need to send in supporting financial information outlined after Section F in the application form
- community energy projects, and the benefits from them, must be delivered in London
- application forms must be completed in full and returned in electronic format.

5. Project proposal

A key part of the application form is the project proposal (Section D). This is where you must detail what your project will deliver and what specifically you would like GLA grant funding to support.

6. Assessing applications

Applications submitted under application form 1 (solar “fast-track”) that meet the application requirements will receive funding on a first-come first-served basis until all funds have been allocated.

For applications submitted under application form 2, an evaluation panel will assess the applications received. The evaluation panel will include City Hall staff and independent

experts. Applicants should find out whether their application has been successful in November 2018.

Funding terms

Any award(s) of funding will be made subject to your acceptance of the GLA's standard funding terms, which are set out in Appendix 2 of this prospectus.

The terms are non-negotiable and attempts to, and proposals for, changes may result in your application being rejected.



Photo courtesy of SolarSOAS

7. Timetable for London Community Energy Fund 2018/19

Applicants have up to 10 weeks to complete and submit all grant applications. However, applications for solar projects dependent on the FiT (using application form 1 – solar “fast-track”) should be submitted as soon as they are ready and we’d expect to receive such applications prior to October.

Fund opens for applications	Fund open 23 August 2018
Deadline for submissions to GLA	2 November 2018 at 5pm and as soon as possible for solar “fast-track”. Solar “fast-track” applications will be assessed as soon as they are received.
Assessment of applications	November 2018, but as soon as possible for solar fast-track
Successful applicants informed	By December 2018, but as soon as possible for solar fast-track
Deadline for return of signed funding agreements	January 2019, but as soon as possible for solar “fast-track”
Funding claimed* (* depending upon the meeting of relevant milestones and provision of evidence agreed as per funding agreements).	By 31 January 2019 for solar “fast-track” and by 30 June 2019 for other applications
Assessment of phase 2 and potential development of phase 3	Early 2019

Appendix 1 – application assessment criteria

The following sheet will be used to assess applications. **Please do not complete.** This does not form part of the application form.

London Community Energy Grant 2018/19 Assessment Sheet	
Name of assessor:	
Organisation applying:	
Name of project:	
Project postcode:	
Borough in which project is located:	
Amount of funding requested:	
Sources of match funding for project development:	
Total match funding for project development:	
Property owner permission in principle:	
Estimated amount of carbon saved by project:	

Type and estimated size/capacity of energy generation or amount of energy reduction anticipated:			
Summary of project:			
Criteria	Questions	Score: 1 to 5	Key considerations
Applicant experience			
Relationship with the local community	What experience do the applicants have working with the local community of the proposed project?		<ul style="list-style-type: none"> - does the applicant draw membership from the local community - successful engagement of local community in past projects
Developing energy projects	What experience does the applicant have delivering community energy projects? Please provide details of any previous community energy projects undertaken		<ul style="list-style-type: none"> - experience delivering community projects, overcoming barriers, working with others to deliver projects
Working in partnership	To what extent has the applicant investigated opportunities for working jointly with key stakeholders, including local authorities and sector experts?		<ul style="list-style-type: none"> - exploration of potential benefits of working with other community groups or installers/providers to maximise cost efficiencies and likelihood of delivery
Planning a successful project			
Research	What degree of work has already been undertaken to help establish the viability of the proposal?		<ul style="list-style-type: none"> - thoroughly considered projects, avoiding speculative proposals. Includes estimates of technical feasibility and potential capacity of final installation
Project plan	To what extent is there a clear project plan in place supported by a timetable of milestones to develop the project? Are the risks manageable?		<ul style="list-style-type: none"> - appropriate tools to manage projects within deadlines and consideration of tasks and dependencies
Match funding	How secure is the match funding?		<ul style="list-style-type: none"> - funding already raised, committed, or mechanisms in place to provide confidence that project development can be adequately funded

Project budget	Are the proposed budget and the associated costs reasonable?		- demonstration of value for money given the size of the proposed final installation, including multiple quotes where applicable
Route to delivery – helping to reduce carbon emissions in London			
Delivery plan	To what extent is there a clear delivery plan in place supported by a timetable of milestones leading to anticipated installation? What is the estimated carbon saving to be delivered?		- likelihood of the project development work leading to an installation. - consideration of barriers, risks, realistic timescales
Funding and financial sustainability	Has potential funding for final project delivery been identified? Has any revenue/saving from the project been estimated and uses identified?		- security of funding to deliver the project - use of revenue to help catalyse other community energy projects or other community benefits
Inspiring others	To what extent will this project help inspire others to become involved with community energy projects?		- communication plan and next steps for delivering other projects, documenting and sharing experiences with other groups
Empowering people			
Community need	Does the project demonstrate an ability to support community cohesion and wellbeing, or address other community needs?		- potential to upskill local community members and raise awareness in energy and climate change issues, air quality etc
Local support	Has the project obtained support amongst a variety of local community and other interest groups?		- project support from a range of community members, potential opposition and winning people over
Total			

In addition, minimum requirements (pass/fail) for solar fast-track applications:

Consent	Has the applicant already received consent in principle from the landlord	YES/NO	- landlord/landowner is informed of proposed project and supportive of project development, evidenced in writing - project unlikely to fail due to landlord not consenting
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FiT deadline	Will the project be installed in time to claim the FiT?	YES/NO	- clear plan to evidence likely to be successful to install in time to claim the FiT - realistic timeline - solar PV can be registered or pre-registered for FiT before 31 March 2019
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* Scores for range from 1-5 (1 = Low, 5 = High). Where:

- 1 Does not meet the minimum aims of the programme, does not describe the details of the project.
- 2 Meets the minimum aims of the programme, describes some details about the project but does not explain wider context
- 3 Meets the minimum aims of the programme, clearly explains the project and puts it in context.
- 4 Goes beyond the minimum aims of the programme, clearly explains and evidences the project and puts it in context
- 5 Ambitious programme or project which exceeds the minimum aims of the programme, detailed explanation and evidence of the project, includes elements of innovation in approach

Appendix 2 – funding terms

Funding granted by the GLA is subject to the following standard terms and conditions:

1. The Funding must be used exclusively for meeting the Objectives and for no other purpose and be applied in accordance with the provisions of Appendix 1. In the event that you wish to utilise the Funding in different proportions from those set out in Appendix 1 You must obtain prior written consent from the GLA.
2. The GLA shall, within 30 days of receipt of a funding claim (accompanied by a written report detailing Your progress in relation to meeting the Objectives and any other information the GLA may require), pay You a sum not exceeding [] pounds sterling (£[]). Where, at any point in the opinion of the GLA, satisfactory progress has not been made by You in meeting Your obligations or You are in breach of Your obligations as set out in this letter and appendices to it, the GLA shall be entitled to reduce, suspend, withhold and/or require re-payment of the Funding.
3. You must ensure that the requirements set out in this letter, and in any clarification or guidance issued from time to time by the GLA, are complied with. In particular You shall:
 - a) agree in writing in advance with the Authority any changes to any of the Objectives;
 - b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the Funding can be clearly identified and the propriety and regularity of all payments and handling of the Funding are ensured;
 - c) notify the GLA of the monitoring and financial systems in place, and comply with the GLA's reasonable requirements for these systems;
 - d) notify the GLA immediately if any financial irregularity in the use of the Funding is suspected, and indicate the steps being taken in response. Irregularity means includes (but is not limited to) any fraud, impropriety, mismanagement or use of the Funding for anything other than approved in this letter and appendices to it;
 - e) notify the GLA immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
 - f) notify the GLA immediately if You are Insolvent (as defined at clause 17 below), or have no reasonable prospect of avoiding Insolvency in the future;

g) keep a record of all expenditure incurred in meeting the Objectives together with full supporting evidence and Additional Funding (as defined at clause 13 below) received, and You shall deliver to the GLA a report setting out a detailed analysis of how the Funding has been spent, with such report to be approved by the Authority within 30 days of its receipt. All evidence of expenditure incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the date of this letter;

h) make all relevant documents available and provide access at any time for:

i) inspection visits and scrutiny of files by GLA or anyone acting on their behalf and by the Audit Commission, and

ii) an external audit and review of the Objectives and of financial appraisal and monitoring systems.

4. You must ensure that, where appropriate, publicity is given to the fact that the GLA is financially supporting you in the Project and the Objectives. You must comply with any guidance on publicity given by the GLA and all publicity referring to the GLA, the Mayor of London and/or any third party partner or sponsor of the GLA shall be subject to the prior approval of the GLA.

5. You must ensure that the GLA's logos (as set out in Appendix 2) are used in any marketing activities undertaken in respect of the Project, including all fliers and posters. You should also incorporate the GLA's logos into the credits of each film that is produced as part of the Project. You must also ensure that you use such other logos specified by the GLA in marketing the Project and incorporate the same into the credits of each film that is produced as part of the Project.

6. In acknowledging the GLA's grant of the Funding, you must comply with any guidance on publicity provided by the GLA in respect of the use of the GLA logos and/or any logos of any third party partner or sponsor of the GLA and ensure that any use of the GLA logo or any third party partner or sponsor of the GLA is approved by the GLA in writing in advance of its use.

7. You must not do anything (in the opinion of the GLA) that may place the GLA, its third party partners and/or sponsors in disrepute or harm the GLA's reputation and/or that of third party partner or sponsor of the GLA.

8. You will be liable for and indemnify and keep indemnified the GLA against any loss or damage incurred and any injury (including death), suffered and all actions, costs, demands, proceedings, damages, charges and expenses whatsoever arising in connection with the management (including financial management) and carrying out of the Project and the Objectives to the extent that such actions, costs, demands,

proceedings, damages, charges and expenses are due to Your negligence or default in carrying out the obligations as set out in this letter and appendices to it.

9. The GLA may at its sole discretion terminate this Agreement at any time whether for breach or convenience by giving two weeks' written notice and in the event of such termination the GLA shall not be obligated to make any further payments of the Funding.

10. You must ensure that You maintain in force policies of insurance with an insurance company of long-standing and good repute in respect of public liability and such other insurance as may be required in order to comply with its obligations set out in this letter and appendices to it.

11. You must ensure that your organisation, all sub-grantees, suppliers, sub-contractors and anyone else acting on Your behalf, complies with all laws for the time being in force in England and Wales including, for example (without limitation) the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance).

12. For the avoidance of doubt both the GLA and You acknowledge and agree that Your Project costs exceed the Funding and that the GLA shall not provide any additional funding and shall not be liable for any sums in excess of the Funding provided under this agreement.

13. You shall use Your best endeavours to secure satisfactory funding from other sources to meet your Project costs ("Additional Funding") and keep a record of your activities to raise such additional funding. Records of all additional funding You secure, expenditure You incur, and purposes to which additional funding is put shall, if requested, be provided to the GLA

14. The GLA may at its absolute discretion reduce, suspend or withhold the GLA Funding, or require all or part of the GLA Funding to be repaid if:

a) You fail to deliver the Project or meet the Objectives and/or the delivery of the Project is reasonably adjudged by the GLA to be unsatisfactory;

b) there is a substantial change to the Project or the Objectives which the GLA has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this letter of agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the GLA;

c) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the GLA reasonably considers to be material;

d) You fail to comply with any of the terms and conditions set out in this letter of agreement;

e) Your composition, ownership or control changes, or the You become Insolvent or are dissolved in any way;

f) any other circumstances significantly affect Your ability to deliver the Project and/or meet the Objectives or result in or are in the reasonable opinion of the GLA likely to lead to the Project and/or the meeting of the Objectives as approved not being completed;

g) any of the events referred to in Clause 3 (d), (e) or (f) occur;

h) insufficient measures are taken by You to investigate and resolve any financial irregularity or the GLA reasonably concludes the Funding is at risk of being misapplied; and/or

i) there are any other reasons why in the reasonable opinion of the GLA the Project is being carried out in such a way as to conflict with the objectives of the GLA or bring the GLA into disrepute.

15. You shall notify the GLA immediately and provide the GLA with a full written explanation, if any of the circumstances in clause 14 above arise.

16. If the GLA becomes entitled to exercise its rights under Clause 14 it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the GLA's rights under Clause 14, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to You provided always that any such decision by the GLA shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.

17. "Insolvent" means:

- a) where You are an individual (or if more than one individual than any one of them):
 - i) the subject of a bankruptcy petition;
 - ii) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;
 - iii) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and
- b) where You are a body corporate (or if more than one body corporate than any one of them):
 - i) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or Your Directors resolve to make such a proposal;
 - ii) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or Your Directors resolve to present such a petition;
 - iii) a receiver (including a receiver under section 101 of the Law of Property Act 1925 or manager or administrative receiver of Your property (or part of it) is appointed;
 - iv) a resolution for its voluntary winding up is passed under Part 1V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of Your creditors is called for the purpose of considering that You be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
 - v) a petition for its winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a resolution is passed that You be wound up;
 - vi) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
 - vii) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or

viii) Your dissolution or removal from the Register of Companies or Your ceasing to exist (whether or not capable of reinstatement or reconstruction).

18. For the purposes of Clause 19:

a) “**Agreement Information**” means (i) this letter of Agreement in its entirety (including from time to time agreed changes to the letter of Agreement) and (ii) data extracted from the claims made under this letter of Agreement which shall consist of your name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount; and

b) “**Transparency Commitment**” means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the GLA is committed to publishing its agreements, contracts, tender documents and data from invoices and claims received.

19. You acknowledge and agree that the GLA:

a) is subject to the Transparency Commitment and accordingly, and hereby give your consent for the GLA to publish the Agreement Information to the general public; and

b) the GLA may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the GLA may take account of the exemptions/exceptions that would be available in relation to information requested under the Freedom of Information Act 2000. The GLA may in its absolute discretion consult with you regarding any redactions to the Agreement Information to be published pursuant to this Clause 19. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.

Other formats and languages

For a large print, Braille, disc, sign language video or audio-tape version of this document, please contact us at the address below:

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London SE1 2AA

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