

London Community Energy Fund prospectus 2021-22

London Community Energy Fund team

Key information

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Foreword

The Mayor of London has set the ambitious target for London to be net zero carbon by 2030. Transforming our energy sources is a crucial part of achieving this target and our transition has already started towards using more solar photovoltaics (PV), smart technologies, renewable heating, community renewable heating and energy efficiency measures.

The Mayor is committed to continuing to fund solar panels on schools, community centres and industrial estates, as well as supporting other community energy groups that are helping their neighbourhoods transition to clean,

local energy.

The London Recovery Board, co-chaired by the Mayor and the Chair of London Councils, was created to ensure that, as part of London's recovery from the pandemic, we build back a city that is fairer, greener and healthier for all. Central to this is London's Green New Deal mission which aims to tackle the climate and ecological emergencies and eradicate air pollution by doubling the size of the green economy and supporting green jobs for all. This work will be done in an equitable and fair way, ensuring all programmes address inequality and are targeted at those communities that have been most affected by the pandemic or will be by the transition to the low carbon economy.

Community Energy groups have a key role to play in the Green new Deal mission, leading efforts locally to support local jobs and supply chains in green energy, carbon reduction and energy efficiency.

The Mayor has supported four previous rounds of the London Community Energy Fund. It has provided grants of up to £15,000 for development funding to get projects investment-ready, or grants of up to £50,000 to cover up to one third of capital costs for delivery of viable projects.

Since 2017, the fund has supported 86 community energy projects, across 26 boroughs. If all projects proceed to installation, this will save over 2,500 tonnes of carbon a year and generate up to 8MW of additional solar capacity across London. Importantly the fund has also helped to develop new community groups, often nurtured by more established groups. These groups not only provide opportunities for new green skills and experience whilst supporting local jobs but also strengthen communities and build the connections in local neighbourhoods that proved so vital throughout the pandemic.

The Mayor and I look forward to receiving exciting and innovative project proposals, and hope that this fifth round of funding will be the most successful yet as we build back from the impacts of the pandemic and create a fairer, greener, healthier city for all.

Shirley Rodrigues, Deputy Mayor for Environment and Energy

1. Introduction and background

The Mayor wants to make London a zero carbon city by 2030. For this to happen London will need to be supplied by a range of efficient and clean energy sources.

All Londoners' lives have been changed by the COVID-19 pandemic. The health, social, and economic challenges arising from the virus and the lockdowns, continue to be far-reaching, and the recovery process is still in the early stages.

However, the Mayor is clear that the recovery must not mean simply returning to business as usual, but creating a fairer, more equal, more resilient and greener London, with a better quality of life for all Londoners. By focusing on a green recovery, we not only work towards meeting our climate ambitions but also drive economic growth and create good jobs for Londoners. We are kick-starting a decade of action.

The Mayor has established a London Recovery Board, co-chaired with London Councils to restore confidence in the city, minimise the impact on communities and build back better the city's economy, society and environment. The Board has created nine missions to support recovery including the Green New Deal Mission.

This aims to tackle the climate and ecological emergencies and improve air quality by doubling the size of London's green economy by 2030. The Mayor has committed to continue to provide much-needed support to get community energy projects up and running and deployed faster. This will help reboot the economy, benefit hard-hit communities and contribute to the objectives of the Mayor's Solar Action Plan including his target to achieve one gigawatt of solar energy by 2030.

Community energy groups have an important role to play in London. They are strongly placed to contribute to the Green New Deal by supporting local jobs and supply chains in green energy, carbon reduction and energy efficiency. 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 and enabling energy saving projects in their communities. Examples include installing solar photovoltaics (PV) on GP surgeries and schools, and energy efficient lighting upgrades in social housing blocks. 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, be it through a community benefit fund or delivering retrofit measures that will reduce energy demand. The benefits of the work done by community energy groups are significant and can include:

- reducing carbon emissions
- reducing energy costs for buildings in community use
- increasing public awareness of energy issues and changing attitudes and behaviours related to energy use
- providing advice to those in fuel poverty
- providing financial contributions to community benefit funds
- stimulating the local economy, including through job creation, apprenticeships and the development and dissemination of new skills and training opportunities.

1.1 The purpose of this fund

The London Community Energy Fund (LCEF) aims to increase the number of community energy projects and the positive impact they bring for Londoners. It will support projects that save carbon, increase the amount of renewable energy generation in London, reduce energy demand and help with the Green Recovery.

The first phase of the fund launched in October 2017. Since then, four phases have been undertaken. Each phase provided development funding to get projects investment-ready with grants of up to £15,000. The fourth phase also included grants of up to £50,000 to cover up to one third of the capital costs for projects ready to be delivered. Over the four phases, the fund has supported 86 community energy projects, across 26 boroughs. The majority of projects are enabling solar PV, alongside energy efficiency retrofit. If all projects proceed to installation, this would save over 2,500 tonnes of carbon a year and generate up to 8MW of additional solar capacity.

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'.

1.2 Who can apply?

The fund is particularly targeted at small organisations with charitable aims operating in London. We welcome applications from community groups who have not been involved in energy projects. You do not have to be an energy or environmental group; however, applications are encouraged by the following groups:

- Registered Charities
- Community and Voluntary Groups
- Co-operatives
- Faith and Equalities Groups
- Social Enterprises
- Community Interest Companies
- Community Benefit Societies
- Tenants and Residents' Associations, or Tenant Management Organisations (TMO)
- Housing Associations
- Schools working with community groups.

If your group/organisation doesn't fit any of the above groups, do get in touch with us to discuss (LCEF@london.gov.uk).

Examples of community energy projects

- **West Acton Primary School** – Ealing Transition was awarded funding to install solar panels across four schools within Ealing. The site at West Acton Primary School received £12,700 of funding under phase four of LCEF towards one-third of the capital cost of a 49kWp system. The Head Teacher of the school had contacted Ealing Transition in 2019, asking for advice on their existing 13kWp solar PV installation. With funding under the third phase of LCEF, Ealing Transition undertook a feasibility study to identify the potential for additional capacity on the school's roof. The additional panels were installed in June 2021 and are expected to reduce carbon emissions by 15 tonnes CO2 per annum
- **Solar panels on community centre** – London Sustainability Exchange, now part of Global Action Plan, were awarded £6,130 towards the development costs for their project to install solar panels on the roof of the Masbro community centre in Hammersmith. 64 panels were installed, more than initially proposed, to generate 21.5kWp of electricity. This will reduce the centre's carbon emissions by 11 tonnes per annum. The money saved by the centre on reduced energy bills will be reinvested into local community programmes
- **Community centre heat pump** – Power Up North London (PUNL) was awarded £13,400 to fund a heat pump feasibility study for the Caxton House Community Centre in Islington. Their study showed that a heat pump will save 25.7 tonnes of CO₂ a year by heating the building and its water supply. The study also showed that a heat pump would save £750 a year in running costs compared to the current gas boiler. Caxton House has suggested these savings could be invested in providing workshops to help residents who are struggling to pay their fuel bills, creating greater community cohesion and resilience.

1.3 Delivering projects safely during the COVID-19 pandemic

While many of the restrictions introduced to combat the spread of COVID-19 have been lifted, it is likely that some social distancing and other public health measures will continue or be reintroduced in the future. It is imperative that all projects always follow the latest guidance. The most recent COVID-19 updates and information can be found at our [coronavirus information hub](#).

1.4 Impact of COVID-19 on project delivery

We recognise that the COVID-19 pandemic is an exceptional event, the effects of which are ongoing. It is possible that any future changes to public health guidance on social distancing, or a lockdown situation, may have an impact on the delivery of projects, or more widely on the organisational capacity of grant recipients. The GLA has previously endorsed [London Funders' statement](#) pledging support to civil society groups affected by COVID-19. This commits to four main ways of working to manage the impacts of the pandemic on grant funded activities:

1. Adapting activities – acknowledging that agreed outcomes may not be achieved in the timeframes originally set.
2. Discussing dates – not adding pressure on organisations to meet tight reporting deadlines.
3. Financial flexibility – allowing organisations to use money differently e.g. buying equipment and covering staff sickness.
4. Listening – encouraging frank conversations between funders and grantees, with funders being supportive of their needs.

As such we are asking applicants to identify specific COVID-19 related risks and mitigation measures in their application (under the risk section) and to update the GLA team of anything affecting their project during delivery.

Students from The Norwood School's Green Group celebrate Lambeth Community Solar's 83kWp community owned solar installation on the school. © Joseph Burrows

2. London Community Energy Fund 2021-22

The funding round for phase five is now re-open. The fund was initially opened for applications from October to November 2021. After the competitive evaluation of the applications received during this period, the fund is being re-opened for projects to bid for the remaining monies. This funding will be available to suitable projects on a first-come-first serve basis.

Funding will be available to successful applicants after grant agreements with the Greater London Authority (GLA) are finalised. The GLA has listened to the community groups it supported over the years and has decided to allocate the grant in two tranches for this phase: up to 50% as upfront payment upon signature of the grant agreement and the remainder released in tranches when key milestones are met. The grant agreement will include clauses giving the GLA the ability to recover any payments made in advance should your project not proceed.

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.

The London Community Energy Fund 2021-22 will offer a total of £665,000 split as follows:

- Stream A – **Feasibility and Business Case Development grants of up to £15,000 per project supported.** As in previous rounds, this funding 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.
- Stream B – **Project Implementation and Delivery grants of up to a third of the capital value of the project, capped at a maximum of £50,000.** This funding can be used towards capital expenses of a community energy project.
- Stream C – **Innovation and pre-feasibility development micro-grants of up to £5,000 per project supported.** This can be used to investigate the suitability of technologies prior to business case development. For example, surveys to determine if a renewable heating system is viable for a community building, or assessments of solar PV capacity across multiple community owned buildings. This will help community groups in the early stages of project development or who are new to community energy projects. We also hope it will help identify the projects with most potential for then progressing to developing a business case for investment.

You cannot apply for all streams for the same project. Stream B is focused on accelerating and/or enhancing the delivery of projects which are already deemed viable but not yet fully financed. Stream A remains dedicated to supporting the development of new community energy projects (pre-installation).

Projects which were in receipt of development funding through LCEF phases 1 to 4 could be eligible for Stream B under this phase of funding, providing the project has secured all approvals, feasibilities studies, permissions, etc and is ready to be financed for deployment/installation.

Projects which have not yet reached full completion of the development phase should seek funding under either Stream A or, if requiring pre-feasibility assessment, Stream C.

2.1 What the fund will cover

You will need to demonstrate in your application the amount of grant you require and why you need LCEF money to make your project happen, or to enhance a project that is underway. This could include evidence of funding gaps or unsuccessful bids from other funding sources.

We would like the fund to help plug any gap in project funding but not replace community engagement such as community ownership through a community share offer. The aim of the fund is to accelerate the delivery of projects and/or make projects financially viable by meeting any funding gap such as any funding shortfall due to the removal of the Feed-In Tariff (FiT).

Please note you cannot apply for a LCEF grant retrospectively for projects that have already been completed.

2.2 Stream A – Feasibility and business case development

The scope of Stream A is to help with the development of community energy projects by removing financial barriers to project feasibility.

Projects being developed must demonstrate quantifiable carbon savings, for example:

- energy generation (such as solar heating and photovoltaic, heat pumps, hydroelectric)
- energy storage (such as batteries), particularly when installed alongside existing or planned energy generation
- energy efficiency and energy use reductions (such as energy conservation measures, light-emitting diodes (LEDs), heating controls and building insulation)
- demand-side response and demand reduction (such as through building management systems and smart meters).

Funding in Stream A will support a range of works associated with developing a project to the point where it is ready for implementation. This could include:

- technical feasibility assessment (for example structural surveys, assessing the feasibility of grid connection)
- stakeholder consultation and community engagement costs including outreach
- assessment of planning issues
- getting permissions from the site landowner
- staff costs for project delivery, including labour, design, project management, volunteer management
- support to complete applications for permits, licences and consent
- financial viability or business case assessments
- legal advice
- a maximum of fifteen per cent of the total grant can also be used to contribute towards a portion of organisational overheads necessary for project delivery (such as rent, bills, administration).

2.3 Stream B - Project implementation and delivery

Under Stream B you can apply for a contribution to the capital cost of your project, up to a third of the total CapEx value. The maximum grant you can apply for is a third of total CapEx and capped at £50,000 [Reference:1](#).

We want to make sure that LCEF grants make a real difference to a project, enabling it to happen or enhancing an existing project. We expect applicants to evidence how they have secured or intend to secure match funding for their capital project and also why the works can't be fully funded from other sources. See section 7 for more details on other sources of funding available.

Funding in Stream B will support a range of works associated with implementing projects. This could include:

- purchase of materials required for the project (e.g. energy efficiency measures, heat pump, solar panels etc)
- installation and project management of the installation
- machine and equipment purchase or hire
- PPE or other equipment necessary for safe project delivery.

2.4 Stream C - Innovation and pre-feasibility development

We want to support community groups to unlock the potential for innovative and new community energy projects. Stream C will offer grants of up to £5,000 to support initial assessments that will allow projects to move on to later feasibility and business case development stages.

Stream C funding could support:

- mapping and estimating capacity for solar PV installations across multiple buildings to identify those with most potential for further detailed investigation
- identifying the suitability of renewable energy or energy saving measures for a building or set of buildings
- research to identify innovative commercialisation models for a new community energy project.

3. What are we looking for in projects?

The Mayor has declared a climate and ecological emergency and wants to accelerate the decarbonisation of London and enable a green recovery from the COVID-19 pandemic. As such we are looking to fund projects that will cover most of the following objectives:

- save carbon emissions in London
- lead to collective action to reduce, manage and generate energy
- promote community-led development and delivery of energy projects which provide direct benefit to the local community
- empower communities and increase community cohesion and engagement in clean energy and energy saving
- increase community awareness and action on energy and clean energy
- help increase the resilience of communities vulnerable to the impacts of climate change and energy supply
- help with the economic recovery of London, through job retention/creation, skills training, work experience or apprenticeships.

Applicants to Streams A and B 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 carbon emissions and energy use, and help balance demand with supply.

The number of community energy projects the LCEF will support depends on the number and quality of applications we receive, up to the maximum amount of funds available in this round. We will assess applications against the criteria as set out in the application forms.

We are seeking applications for projects which:

- can deliver demonstrable carbon savings (we recommend using the [BEIS conversion factors for 2021 to calculate your carbon savings](#))
- do not adversely impact air quality
- 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
- demonstrate the additional benefits the proposed community energy project will bring to local people. This is often done through local renewable/clean energy generation or energy demand reduction but also could be through improving energy resilience by incorporating energy storage or demand-side response

- measures that reduce pressure on the local grid
- demonstrate job creation, directly or indirectly, and proposals for skills and training development in their communities whilst also considering equalities impacts to ensure appropriate inclusion and targeting of unrepresented groups
- foster collaboration between community groups and maximise positive impacts by sharing learning and experience
- can meet the LCEF's timelines:
 - for development grants (Stream A):
 - projects that can complete the proposed project development work by **30 September 2022**. The proposal should demonstrate that all 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
 - Applications must provide a clear plan as to how potential installations could be completed in **2022**. This plan should include, at a high level, the costs and benefits of the proposed project, how it could be financed (including the potential for collective purchasing with other community groups to help realise economies of scale) and how the key stakeholders will be engaged.
 - for capital grants (Stream B):
 - projects should aim to be delivered and completed by **31 December 2022**.
 - for innovation and pre-feasibility grants (Stream C):
 - projects that can complete the proposed work by **30 September 2022**.

All projects must be completed by the end of December 2022, including those applying on a first-come first-served basis after 17 November.

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.

With the support of LCEF, West Acton Primary School in Ealing installed 49 kWp of solar panels. The project was led by Ealing Transition and Schools' Energy Coop. The Mayor of London, Sadiq Khan, visited the site in June 2021 with Deputy Mayor for Environment & Energy, Shirley Rodrigues.

4. Application requirements

Phase 4 applications must comply with the following requirements:

- applications must set out how you intend to undertake and deliver all project development and pre-feasibility activities (for Stream A or C) by **30 September 2022** or project delivery and completion (for Stream B) by **31 December 2022**
- the LCEF 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 H in the application form

- community energy projects, and the benefits from them, must be delivered in the GLA area
- projects and the way they are delivered must comply with the Equality Act 2010. More information about the GLA's work and strategy on equality, diversity and inclusion can be found on the [GLA website](#)
- application forms must be completed in full and returned in electronic format.

Requirements and criteria specific to Streams A, B and C

| Requirement | Stream A (Development) | Stream B (Capital) | Stream C (Pre-feasibility) |
|--|---|--|--|
| Proportion of project costs supported | 100% of costs | 33.33% of total CapEx | 100% of costs |
| Maximum grant amount | £15,000 | £50,000 Reference:2 | £5,000 |
| Match funding (identified, if not secured) | Encouraged but not necessary | At least 66.67% of total CapEx Reference:3 | Not necessary |
| Development work completed by | 30 September 2022 | Before application | 30 September 2022 |
| Installation work completed by | 31 March 2023 | 31 December 2022 | N/A |
| Budget | Budget breakdown of itemised elements of the development work to be funded through the grant | Budget breakdown of installation/deployment costs evidenced through quotes | Budget breakdown of itemised elements of the work to be funded through the grant |
| Eligible costs | Costs related to the development of the community energy project excluding any capital costs. Can include a proportion of 'core costs' incurred by the community group (such as staff costs) relating to the development of the project | Only capital costs | Costs related to the innovation and pre-feasibility research. Can include a proportion of 'core costs' incurred by the community group (such as staff costs) relating specifically to the outputs of the project. Cannot include any capital costs |
| Grant payments | Up to 50% of total grant amount paid in advance by the GLA upon signature of grant agreement. Remaining 50% paid in arrears upon milestones delivery as per funding agreement. Reference:4 | | |

| Requirement | Stream A (Development) | Stream B (Capital) | Stream C (Pre-feasibility) |
|--------------------------------------|--|--|---|
| Evidence required (see detail below) | Consent in principle from landlord / landowner | All development work completed and project suitable for installation (business case, feasibility reports, planning etc all undertaken and positive outcome) + evidence of additionality + quotes from installer/contractor | Consent in principle from landlord / landowner Quotes from any energy assessors required |

Stream A – the following must be provided with your application:

- consent in principle from the landlord/landowner if the project is looking to do anything in/to a building not fully owned by the applicant.

Stream B - the following must be provided with your application:

- a copy of the feasibility study showing that the project is technically sound and can proceed to installation/deployment
- technical details of system to be installed
- permissions required and evidence that these have been provided
- for projects looking to install microgeneration technologies, a valid estimate from an MCS certified installer which includes:
 - size of the system (in kWp)
 - estimated heat/energy to be generated per annum (in kWh)
 - estimated carbon savings per annum (in tonnes of CO₂)
 - quote for installation of works
- if applicable, written permission from the building owner stating they have read the property survey report provided by the named MCS certified installer and give permission for the works to go ahead.

We recommend you get quotes from at least two different contractors.

If any other permissions for such works are required, a statement must be provided along with your application outlining which permissions are to be sought, from whom and the timescales of gaining approval. These may include:

- planning and listed building consent
- building regulations
- property owner consent.

Stream C – the following must be provided with your application:

- consent in principle from the landlord/landowner if the project is looking to do anything in/to a building not fully owned by the applicant.
- quotes from energy assessors if needed for the project

Funded organisations **must** ensure that:

1. A bank account is in operation into which payment can be made, please note we will not pay into individual bank accounts.
2. All legal and insurance liabilities associated with the project are fulfilled.
3. Appropriate safeguarding measures are implemented such as DBS checks.
4. A completed monitoring form with appropriate information is provided at the end of the project. Failure to provide this will result in the organisation being ineligible for future funding.
5. All financial evidence, including receipts, is kept for at least two years after submission of monitoring information.

5. Assessing applications

The evaluation criteria are available in the application forms. An evaluation panel will assess the applications received.

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

The Dalgarno Trust with 42kWp of solar panels installed as part of the North Kensington Community Energy project, supported by LCEF and delivered by Repowering London. Photo courtesy of Joe Burrows ©

6. Timetable for London Community Energy Fund 2021-22

Most of the funding has been allocated to phase five applications made before the 17 November 2022. The fund will remain open for applications until 31 March 2022, where remaining monies will be available under each of the funding streams to suitable projects on a first-come first-served basis. Submissions after 17 November will be expected to meet the project completion dates as appropriate for the stream, or as agreed with the GLA, with the latest date of 31 December 2022.

| Phase | Deadline |
|--|----------------------|
| Development work completed for Stream A | By 30 September 2022 |
| Pre-feasibility and innovation work completed for Stream C | By 30 September 2022 |
| Project completion/installation for Stream B | By 31 December 2022 |
| Project completion/installation for Stream A | By 31 March 2023 |

7. Capital funding and other resources

Capital funding

Stream B of LCEF can provide grant capital funding of up to a third for the total project CapEx. Other sources of funding are available for community energy projects. If you need assistance to identify potential sources of capital funding to support delivery of your project, lists of potential sources of capital funding can be found on the [Community Energy London](#) and [Community Energy England](#) websites. You should also enquire with your London Borough about their carbon offset fund (see box 1) and other funding support for community energy projects.

Finding sites

Community groups looking for sites to install solar panels in particular, are encouraged to check out [PowerPaired](#), an online ‘matchmaking’ service between community groups and building owners that are open to hosting a community energy project. The GLA is supporting the piloting of this platform in London, in order to increase the number of community energy projects getting off the ground. For more information, email powerpaired@gmail.com.

Box 1 - Carbon Offset Funds

Community energy projects might be eligible for capital funding from London Borough Carbon Offset Funds. The Mayor of London has planning policies within the London Plan that require new developments above a certain size to be ‘Zero Carbon’. Whilst striving to first achieve as much carbon savings on site as possible, developers can make a financial contribution to reduce or ‘offset’ emissions through projects delivered elsewhere within the borough.

The mechanism through which these cash-in-lieu contributions are collected is known as Section 106, and payments are often referred to as S106 Carbon Offsets.

The GLA’s [Carbon Offset Fund Guidance](#) explains how these funds may be spent.

Different boroughs will have priorities for where and how they would like to see their carbon offset funds invested, and not all boroughs will have funds immediately available. Check your council’s website for more details, or try contacting the Environmental/Sustainability team or S106/Community Infrastructure Levy (CIL) officer within your local authorities’ planning department for more information.

Finding volunteers

If your organisation is looking for volunteers to work on your projects, Team London offers a website for London’s third sector to reach thousands of volunteers. Bringing people from different backgrounds and communities together through volunteering can make London a happier and more unified city. Your organisation can advertise volunteering roles on the [Team London website](#) for free.

Other GLA community focused funding

If this Fund isn’t quite right for your project, there might be other sources of funding available through the GLA that would fit your project better. Find out more on our [Funding and Innovation web pages](#).

8. Appendix 1 – funding terms

The Funding is granted by the GLA to meet the objectives set out in Appendix 1 to this letter (the “Objectives”) subject to the following terms and conditions:

1. The Funding must be used exclusively for meeting the Objectives and for no other purpose and must 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. Subject to Your compliance with all of the provisions of this letter, the GLA shall, within 30 days of receipt of valid funding claims (to be made in accordance with the timetable set out at Appendix 1 (“Project Funding Timetable”) and accompanied by a written report detailing Your progress in relation to meeting the Objectives set out in Appendix 3 (“Progress Update and Claim Form”) and any other information the GLA may require, pay You sums in respect of such claims provided that they shall not exceed [] pounds sterling (£[]) in aggregate. 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. The provision of the Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, however, it is held to be subject to VAT, then You agree and acknowledge that the Funding shall have included any and all applicable VAT.
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 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 nominated by the GLA
 - 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 that may (in the opinion of the GLA) 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 Your obligations set out in this letter and appendices to it.
11. You must ensure that Your organisation and anyone acting on Your behalf:
 - a. complies with all laws for the time being in force in England and Wales
 - b. without prejudice and in addition to Clause 11a:
 - i. comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities
 - ii. acknowledge that the GLA is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
 1. Eliminate unlawful discrimination and harassment.
 2. Advance equality of opportunity between groups who share protected characteristics (including age, race, gender, disability, religion or belief, sexual orientation, gender reassignment) and those that do not, in particular, minimise disadvantage suffered by such groups; taking steps to meet the needs of such groups that are different from the needs of others; encouraging such groups to participate in activity in which their participation is disproportionately low.
 3. Foster good relations between people who share a protected characteristic and those that do not, and in undertaking any activity concerning the Project, assist and cooperate with the GLA where possible in satisfying this duty.
 - c. assist and co-operate with the GLA where possible in respect of the GLA's compliance with its duties under Clause 11b(ii)
 - d. (before the commencement of the Project):
 - i. undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by You, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 1998 and from 25 May 2018, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing

of personal data and on the free movement of such data) concerning such children and vulnerable persons in relation as part of the Project

- ii. have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures
- e. shall ensure that Your employees, contractors, servants, agents and/or sub-contractors undertake the Project and comply with Your obligations under this letter of agreement in a manner which enables the GLA to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism

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 letter of 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. our composition, ownership or control changes, or 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 Clauses 3d, 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
- 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 Your 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.
- 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 Your 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 Your 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 Your creditors
 - 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
- b. “Transparency Commitment” means the GLA’s commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA’s Contracts and Funding Code.

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
- b. 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:

Public Liaison Unit

Greater London Authority
City Hall
The Queen's Walk
More London
London SE1 2AA

Telephone 020 7983 4100

www.london.gov.uk

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If you would like a summary of this document in your language, please phone the number or contact us at the address above.

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References

- [Reference:1](#)If you have a project that requires over £50,000 of capital grant funding and can be delivered before the end of September 2022, please do get in touch with us to discuss options.
- [Reference:2](#)If you have a project that requires over £50,000 of capital grant funding and can be delivered before the end of September 2022, please do get in touch with us to discuss options.
- [Reference:3](#)Lower match might be considered in exceptional circumstances – please get in touch with us.
- [Reference:4](#)This proportion is negotiable in exceptional circumstances.