

Scottish Hydro Electric Transmission Plc  
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Date: 4 April 2023

Dear Scottish Hydro Electric Transmission Plc,

**SIF Project Direction ref: SHET/INSIGHT/SIFPNZPS/Rd2 Discovery**

Scottish Hydro Electric Transmission Plc submitted INSIGHT (Innovative Network Status Intelligence Gathered by Holistic use of Telemetry and Simulation) (the Project) to be considered for SIF Funding in the round 2 Discovery Phase of the Strategic Innovation Fund (SIF). In our<sup>1</sup> SIF funding decision issued on 4 April 2023, we selected the Project<sup>2</sup> for conditional funding and as a result we are now issuing this SIF Project Direction to implement that decision.

Scottish Hydro Electric Transmission Plc must comply with the conditions contained in this SIF Project Direction as a condition of the Project receiving funding through the SIF. These conditions can be found in the Schedule to this document.

**Progression through SIF Phases and rounds**

The SIF consists of a multi-phase approach for Projects in order to mitigate the risk associated with innovations. The Discovery Phase focuses on feasibility, the Alpha Phase on experimental development, and the Beta Phase on deployment and demonstration. This Project Direction is for the round 2 Discovery Phase of the SIF.

**Role of UK Research & Innovation (UKRI)**

As per Chapter 1 of the SIF Governance Document<sup>3</sup> the role of UKRI is to deliver the SIF in line with the SIF Governance Document - administering the funding programme, monitoring the delivery of Projects, collating data from Projects on benefits, making recommendations to Ofgem on operational matters, supporting third-party innovators and, where possible, successful Projects to become 'business as usual' activities. To

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<sup>1</sup> The terms 'we', 'us', 'our' refer to the Gas and Electricity Markets Authority. Ofgem is the office of the Authority.

<sup>2</sup> Unless otherwise specified, defined terms in this SIF Project Direction have the meaning given to them in Appendix 1 of the SIF Governance Document.

<sup>3</sup> <https://www.ofgem.gov.uk/sites/default/files/2023-02/SIF%20Governance%20Document%20v2.1%20final%20clean.pdf>

support the success of the Projects and the SIF programme, we expect that the Funding Party and Project Partners collaborate with Ofgem and UKRI.

### **SIF Project Direction**

Paragraph 5.14 of the SIF Governance Document states that a SIF Project Direction will:

- Set out the Project-specific conditions, to which the Funding Party is committing in accepting SIF Funding.<sup>4</sup>
- Require the Funding Party to undertake the Project in accordance with the commitments made in the Application. Where appropriate, the SIF Project Direction may therefore include extracts from the Application or refer to specific sections of the SIF Application.<sup>5</sup>
- Where applicable, set out conditions (such as Project stage gates) linked to milestones and deliverables, which Projects must meet.<sup>6</sup>
- Set out the SIF Approved Amount for the Project, that will form part of the calculation contained in the SIF Funding Direction issued by the Authority under chapter 7 of the SIF Governance Document.<sup>7</sup>
- Set out the Project budget that the Funding Party must report against and how variations in the Project budget will be reported.<sup>8</sup>
- Where applicable, set out special information sharing requirements applicable to the Project.<sup>9</sup>
- Set out the mechanism for the Funding Party receiving the SIF Approved Amount as set out in the SIF Funding Direction.<sup>10</sup>

All SIF Project Direction requirements are detailed in the Schedule to this SIF Project Direction.

### **Decision**

Provided the Funding Party complies with the SIF Governance Document and with the Schedule to this SIF Project Direction, the Project is deemed to be an Eligible SIF Project<sup>11</sup>.

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<sup>4</sup> 'Project specific conditions' detailed under Point 3 – 'Condition President' of this SIF Project Direction.

<sup>5</sup> 'Project specific conditions' detailed under Point 3 – 'Condition President' of this SIF Project Direction.

<sup>6</sup> 'Project specific conditions' detailed under Point 3 – 'Condition President' of this SIF Project Direction.

<sup>7</sup> 'SIF Funding Amount' detailed under Point 5 – 'Condition President' of this SIF Project Direction.

<sup>8</sup> 'Annex 1 – Project Budget.

<sup>9</sup> 'Project specific conditions' detailed under Point 3 – 'Condition President' of this SIF Project Direction.

<sup>10</sup> 'SIF Funding Amount' detailed under Point 5 – 'Condition President' of this SIF Project Direction.

<sup>11</sup> The meaning 'Eligible SIF Project' is described in Chapter 2 of the SIF Governance Document.

This SIF Project Direction constitutes notice pursuant to section 49A (Reasons for decisions) of the Electricity Act 1989.

**Marzia Zafar**

**Deputy Director of Strategy & Decarbonisation**

**For and on behalf of the Authority**

## Schedule to SIF Project Direction

### 1. PROJECT DETAILS

SIF Project Direction reference: SHET/INSIGHT/SIFPNZPS/Rd2\_Discovery

Application number: 10051585

Project title: INSIGHT (Innovative Network Status Intelligence Gathered by Holistic use of Telemetry and Simulation)

Innovation Challenge/Project Phase: Preparing for a net zero power system / Discovery Phase round 2

Project start date: 3 April, 2023

Project end date: 30 June, 2023

SIF Approved Amount for SIF Funding: £83,515

Total Compulsory Contribution<sup>12</sup>: £14,730

### 2. PREAMBLE

This SIF Project Direction is issued by the Gas and Electricity Markets Authority (the "Authority") to Scottish Hydro Electric Transmission Plc (the "Funding Party") pursuant to the SIF Governance Document issued pursuant to Special Condition 9.19 of the Electricity Transmission Licence (the "Licence"). It sets out the conditions to be complied with in relation to INSIGHT (Innovative Network Status Intelligence Gathered by Holistic use of Telemetry and Simulation) (the "Project") as a condition of it being funded under the SIF Funding Mechanism.<sup>13</sup>

Unless otherwise specified, defined terms in this SIF Project Direction have the meaning given to them in the Licence or Appendix 1 of the SIF Governance Document.

References to specific sections of the Funding Party's Application in this SIF Project Direction are, for ease of reference, made by referring to the section number in the Funding Party's Application.

### 3. PROJECT SPECIFIC CONDITIONS

In accepting funding for the Project, the Funding Party is subject to the following Project-specific condition(s):

#### ***Condition 1***

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<sup>12</sup> The Compulsory Contribution is defined in the SIF Governance Document.

<sup>13</sup> The SIF Funding Return Mechanism is defined in the SIF Governance Document.

The Funding Party must not spend any SIF Funding until contracts are signed with the Project Partners named in Table 1 for the purpose of completing the Project.

**Table 1. Project Partners**

NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED
UNIVERSITY OF STRATHCLYDE

**Condition 2**

The Funding Party must report on the financial contributions made to the Project as set out in its Application. Any financial contributions made over and above that stated in its Application should also be reported and included within the Project costs template.

**Condition 3**

The Funding Party must participate in all meetings related to the Project that they are invited to by Ofgem, UKRI and DESNZ (formerly BEIS) during the Project Phase.

**Condition 4**

In the Discovery Phase, the Funding Party must engage with and disseminate its findings from the Discovery Phase to stakeholder groups which may form part of the supply chain for future solutions, such as technology vendors for control systems and power electronics asset managers, to help build an understanding of their requirements into the Project as potential key users. The Funding Party must provide to the monitoring officer prior to the end of the Discovery Phase a summary of the stakeholder groups it engaged with during the Discovery Phase.

**4. COMPLIANCE**

The Funding Party must comply with Special Condition 9.19 of the Electricity Transmission Licence (the "Licence"), the SIF Governance Document and with this SIF Project Direction.

**5. SIF APPROVED AMOUNT**

The SIF Approved amount of £83,515 (as detailed under Section 1: Project details of this Project Direction) will be recovered by National Grid Electricity System Operator from GB customers and transferred to the Funding Party. The Funding Party is responsible for notifying National Grid Electricity System Operator of the bank account details to which transfers must be made, in addition to completing Annex 2 of this SIF Project Direction. If a Funding Party is required to return funding to National Grid

Electricity System Operator, the reverse applies. The Funding Party must provide bank account details to National Grid Electricity System Operator within two weeks of accepting this SIF Project Direction.

## **6. PROJECT BUDGET**

The Project Budget is set out in Annex 1 of this SIF Project Direction.

The Funding Party must report on expenditure against each line under the category total in the Project Budget and explain any projected variance against each line as part of its detailed report which will be provided, in accordance with Chapter 7 of the SIF Governance Document. The Funding Party must report variations in the Project budget as outlined in Chapter 6 of the SIF Governance Document.

## **7. PROJECT IMPLEMENTATION**

The Funding Party must undertake the Project in accordance with the commitments it has made in the Application and with the conditions of this SIF Project Direction. These include (but are not limited to) the following:

- (i) undertake the Project in accordance with its Application,
- (ii) complete the Project on or before the Project completion date as detailed under section 1 of the schedule of this SIF Project Direction, and
- (iii) disseminate the learning from the Project at least to the level described in chapter 3 of the SIF Governance Document. Dissemination of learning must be carried out whether the Project was concluded successfully or otherwise.

## **8. REPORTING**

Ofgem and UKRI may issue guidance (and amend it from time to time) about the structure and content of the Project reporting required by Chapter 6 of the SIF Governance Document. The Funding Party must follow this guidance in preparing the reports.

Each Project not intending to submit an Application to the next Project Phase must submit an end of Project Phase report to the monitoring officer. Projects which are not successful at the next Project Phase must either retrospectively complete an end of Phase report and publish it on the Smarter Networks Portal, or publish their unsuccessful Application (redacted where necessary) and close out meeting slides for this Project Phase on the Smarter Networks Portal.

## **9. MONITORING**

The Funding Party must comply with any reasonable request for information by its monitoring officer at UKRI and related deadlines. Ofgem, with the support of UKRI, will together monitor Project delivery, impacts and benefits. Throughout the term of the Project, progress is monitored by UKRI through a monitoring officer. The monitoring officer is the first point of contact for official notifications, queries and correspondence with UKRI and the Authority, unless otherwise required by this SIF Project Direction.

As detailed in Chapter 6 of the SIF Governance Document, meetings with the monitoring officer will take place at regular intervals, as advised by Ofgem or the monitoring officer during the delivery of the Project, and at the end of each Project Phase.

## **10. EVALUATION**

The Funding Party has acknowledged when it submitted its Application for this Project, that reporting information and data gathered during the Project's timescales (as detailed in Section 1 of this SIF Project Direction) will be used to evaluate Project performance. In addition, the Funding Party may be required to provide requested information outside of the Project timescales and, in particular, for the period from the Project end date to the end of the SIF Programme. Further data and reporting information may be requested (frequency and method based on requirement) outside of standard monitoring and reporting requirements as deemed necessary. Further data and information requirements must be complied with by the Funding Party and Project Partners.

## **11. DATA SHARING**

As set out in Chapter 3 of the SIF Governance Document, the Funding Party must follow Data Best Practice Guidance with regards to all data gathered or created in the course of a Project. We expect the Funding Party to document any reasons, such as commercial sensitivities, for desensitising data. As defined by, and in accordance with, Data Best Practice Guidance, Funding Parties must have a data triage process. Where multiple Project Partners are collaborating on a Project, the consortium must adopt a consistent Open Triage Process for the data related to the Project. Ofgem may require that Project information and data is also shared with other specified parties, such as parties working on complementary innovation funding programmes (subject to redaction of sensitive data).

## 12. CYBER SECURITY

It is the responsibility of the Funding Party and all Project Partners to implement and maintain appropriate security measures to protect personal data in accordance with The GDPR (General Data Protection Regulation)<sup>14</sup> and DPA (Data Protection Act) 2018<sup>15</sup>. Protection of computer systems from unauthorised access or being otherwise damaged or made inaccessible must be in place alongside effective working practices. These must be maintained in line with the Funding Party's IT Management Strategies and policies.

## 13. PROJECT MILESTONES

The Funding Party must verify in its end of Project Phase meeting with the monitoring officer whether the Project milestones have been achieved or explain why they have not been.

Project milestones are outlined below in Table 3, based upon details contained within Question 7 and Appendix Question 9 in the Funding Party's.

**Table 3. Project milestone<sup>16</sup>**

Reference	Project milestone	Deadline	Evidence	SIF Funding Request (100%) <sup>17</sup>
Milestone 1	Work package 0: Project Management	June 30, 2023	<p>Overall work package objective:</p> <ul style="list-style-type: none"> <li>- Co-ordination of all internal meetings with partners to ensure the project is on track</li> <li>- Completion of timesheets and ensuring the project is on track financially</li> <li>- Securing internal approval for the project to proceed to Alpha application</li> </ul> <p>Key tasks:</p>	£10,674.00

<sup>14</sup> [https://ec.europa.eu/info/law/law-topic/data-protection/data-protection-eu\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-protection-eu_en)

<sup>15</sup> <https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>

<sup>16</sup> As outlined in the Application or Project Plan appendix.

<sup>17</sup> Where Project Applications were not explicit on milestone(s) as a percentage of total SIF Funding Request, milestone(s) as a percentage of total project costs were applied to the SIF Funding Request. In some circumstances where the information needed to complete this table was not available in an Application, Funding Parties were requested to provide this information separately.



			<ul style="list-style-type: none"> <li>- Maintain and track the project schedule, project actions, and project deliverables and expenditure forecast</li> <li>- Monitor and manage the risk register</li> <li>- Begin planning the Alpha phase and secure internal agreement to proceed to Alpha application</li> <li>- Prepare for Show and Tell webinar</li> <li>- Produce conclusion document for monitoring officer</li> </ul> <p>Milestone(s):</p> <ul style="list-style-type: none"> <li>- Internal stage-gate to agree on whether to proceed with Alpha phase application: A well articulated justification for proceeding to Alpha is presented to the SSEN-T Innovation Governance Board. A decision is made confirming if the project should proceed. (£2,134.83)</li> <li>- Conclusion of Discovery phase: Conclusion document delivered on time detailing completion of work packages and milestones against the project scope and delivery plan.( £8,539.33)</li> </ul>	
Milestone 2	Work package 1: Literature Review: Fundamentals of System Oscillation in Weak Systems and	June 30, 2023	<p>Overall work package objective:</p> <ul style="list-style-type: none"> <li>- In-depth understanding of different types of system oscillation, including their nature and root causes, in the</li> </ul>	£23,788.00

	the State-of-the-Art Monitoring and Analysis Techniques		<p>context of conventional power systems and weak systems dominated by converters.</p> <ul style="list-style-type: none"> <li>- A good knowledge of the existing and emerging techniques being proposed and used both in research and industry for detecting and analysing system oscillation events.</li> <li>- Gaining learnings from system oscillation events observed internationally and the experience/practice/plans in handling such events.</li> <li>- Obtaining a view of professional technical activities in the area of oscillation events.</li> </ul> <p>Key tasks:</p> <ol style="list-style-type: none"> <li>1. A review of the fundamentals of system oscillation.</li> <li>2. A review of existing and emerging techniques for analysing oscillation events.</li> <li>3. A survey of internationally observed oscillation events, and the learnings from the events (including analysis and mitigating actions)</li> <li>4. A survey of technical activities in professional organisation in the area of system oscillation.</li> </ol> <p>Milestone(s):</p> <ul style="list-style-type: none"> <li>- First draft of the technical literature review report</li> </ul>	
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			<p>(deliverable 1.1) for review and feedback by project partners. (£19,030.37)</p> <ul style="list-style-type: none"> <li>- Technical report completed: The final report addresses feedback from project partners and is delivered on time. (£4,757.59)</li> </ul>	
Milestone 3	<p>Work package 2: Learning from experience: What can we learn from real oscillation events and how can we plan to utilise these learnings more efficiently in the future.</p>	June 30, 2023	<p>Overall work package objective:</p> <ul style="list-style-type: none"> <li>- Review previous system oscillations in North of Scotland and available data sources/information.</li> <li>- Create data repository with data from previous events, alongside investigation findings and workings, that can used to inform the rest of project.</li> <li>- Completion of a short report summarising previous event investigation methodologies and available data sources, as well as thoughts and recommendations on useful techniques.</li> </ul> <p>Key tasks:</p> <ul style="list-style-type: none"> <li>- Conduct a review of previous system oscillations and gather data from these events.</li> <li>- Engage with National Grid ESO to incorporate experience and knowledge from system operator perspective.</li> </ul>	£7,720.00

			<ul style="list-style-type: none"> <li>- Create a data repository and organise the data from previous system events.</li> <li>- Prepare a summary report of findings and recommendations.</li> </ul> <p>Milestone(s):</p> <ul style="list-style-type: none"> <li>- Data repository and Summary Report complete: Complete, on time, a summary report which includes findings on the nature of previous events and investigation methods as well as recommendations of useful techniques/data. Data repository with organised data from previous system events includes data that is specifically relevant for this project purpose. (£7,719.89)</li> </ul>	
Milestone 4	Work package 3: Modelling and simulation requirements: Requirements for modelling and simulation of power system oscillations	June 30, 2023	<p>Overall work package objective:</p> <ul style="list-style-type: none"> <li>- Develop an understanding of suitable approaches and methods for power system oscillation modelling and simulation</li> <li>- Adopt the knowledge of tools/platforms that have been used to replicate real world oscillation events</li> <li>- Understand the requirements and methods for representing key power system elements for oscillation (e.g. EMT models of proprietary CIG, HVDC controllers)</li> </ul>	£23,788.00

			<ul style="list-style-type: none"> <li>- Understand the data required for the modelling in Alpha phase</li> </ul> <p>Key tasks:</p> <ol style="list-style-type: none"> <li>1. Investigation of the scale, level of details and methods for appropriate modelling of oscillation events (based on learnings from WP1 and 2)</li> <li>2. Survey of available devices (CIG, SG STATCOM) and models, and assess their suitability in simulating different oscillation mechanisms.</li> <li>3. Develop a list of key data required for modelling.</li> <li>4. Methods/practices for representing proprietary converter models investigated</li> <li>5. Develop the Alpha phase modelling plan.</li> </ol> <p>Milestone(s):</p> <ul style="list-style-type: none"> <li>- First draft of WP3 summary report for review and feedback by project partners: Report covers all of the tasks for WP3 (as described above) and is delivered on time to allow review/input by other partners. (£19,030.37)</li> <li>- WP3 report completed: Final version of the WP3 summary report incorporates feedback from partners and covers</li> </ul>	
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			recommendations for Alpha phase modelling. (£4,757.59)	
Milestone 5	Work package 4: Stakeholder Engagement: internal and external stakeholder engagement	June 30, 2023	<p>Overall work package objective:</p> <ul style="list-style-type: none"> <li>Identify key internal and external stakeholders</li> <li>Gather stakeholder views and experience on system oscillation analysis, investigation and management via stakeholder workshops (internal experts and project partners), and a questionnaire (external stakeholders).</li> <li>Completion of a short report summarising stakeholder engagement and outcomes "</li> </ul> <p>Key tasks:</p> <ul style="list-style-type: none"> <li>Identification of key internal and external stakeholders</li> <li>Preparation and issuing of questionnaire to a variety of external stakeholders</li> <li>Delivery of up to two stakeholder workshops</li> </ul> <p>Milestone(s):</p> <ul style="list-style-type: none"> <li>Questionnaire issued to stakeholders: Appropriate stakeholders identified and a clear questionnaire delivered. (£3,508.88).</li> <li>Hold up to 2 stakeholder workshops: Attendance and participation in workshop is</li> </ul>	£17,544.00

			<p>good. Outputs are captured clearly. (£10,526.65).</p> <p>– Report completed: Deliver a succinct report on time covering a summary of the outputs of both questionnaire responses and workshop learning. (£3,508.88)</p>	
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## 14. USE OF LOGO

The Funding Party and the Project Partners, External Funders and Project Supporters or subcontractors<sup>18</sup> must not use the Innovate UK/UKRI and/or Ofgem logo for purposes associated with the Project in any circumstances.

As an alternative for use of both Ofgem and UKRI logos, all external Project communications must include the following standard form of wording:

- (i) “this project is funded by network users and consumers under the Strategic Innovation Fund, an Ofgem programme managed in partnership with UKRI.”

For additional guidance, refer to the communications and media guidelines for competition winners, detailed as part of your delivery pack. These guidelines are designed to help with some suggestions and encourage you to take a proactive approach to communicating about your Project.

## 15. SHARING OF LESSONS LEARNED

The Funding Party is required to ensure that the sharing of lessons learned and the facilitation of knowledge transfer is conducted as effectively as possible, to ensure that all parties, and therefore all consumers including future consumers, can benefit from Projects.

As contained within Chapter 3 of the SIF Governance Document, we require the Funding Party to work collaboratively to maintain the ENA Smarter Networks Portal so that all reporting and dissemination of learnings on Projects (as required by chapter 6 of the SIF Governance Document) is available via the ENA Smarter Networks Portal.

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<sup>18</sup> As detailed in the Application.

## **16. COLLABORATION**

The Funding Party must collaborate with third-party innovators as Project Partners, as well as work closely with other parties in the energy supply chain, as set out in Chapter 3 of the SIF Governance Document.

The Funding Party must collaborate with other parties and with UKRI to organise an annual conference in a format appropriate to enabling the building of consortiums and disseminating learning widely. The conference may be a single event for gas and electricity, or more than one event, as appropriate.

## **17. AMENDMENT OR REVOCATION**

As set out in Chapter 7 of the SIF Governance Document, this SIF Project Direction may be amended or revoked under the following circumstances:

- (i) if the Funding Party considers that there has been a material change in circumstance that requires a change to the SIF Project Direction, and the Authority agrees; or
- (ii) to reflect amendments made to the Licence.

## **18. HALTING OF PROJECTS**

This SIF Project Direction is subject to the provisions contained in Chapter 7 of the SIF Governance Document relating to the halting of Projects. By extension, this SIF Project Direction is subject to any decision by the Authority to halt the Project to which this SIF Project Direction relates and to any subsequent relevant SIF Funding Direction issued by the Authority pursuant to Special Condition 9.19 of the Electricity Transmission Licence (the "Licence").

Further to the requirements in Chapter 7 of the SIF Governance Document, in the event the Authority decides to halt the Project, to which this SIF Project Direction relates, to which this SIF Project Direction relates, the Authority may issue a statement to the Funding Party clarifying the effect of that halting decision as regards to the status and legal force of the conditions contained in this SIF Project Direction.

## **NOW THEREFORE:**

In accordance with the SIF Governance Document issued pursuant to Special Condition 9.19 of the Electricity Transmission Licence (the "Licence") of the Licence the Authority hereby issues this SIF Project Direction to the Funding Party in relation to the Project.



This constitutes notice of reasons for the Authority's decision pursuant to section 49A (Reasons for decisions) of the Electricity Act 1989.

Failure to comply with the conditions of this SIF Project Direction means that Ofgem may treat all or part of the SIF Approved Amount received by the Funding Party as SIF Disallowed Expenditure.

## ANNEX 1: PROJECT BUDGET

SIF Project Direction costs	
Cost Category	Total Project costs (£)
Labour	69,726
Materials	0
Subcontracting	0
Travel and subsistence	500
Other costs	28,019
<b>Total</b>	<b>98,245</b>

Project finances				
Project Partner	Total project costs (£)	Project Compulsory Contribution (%) <sup>19</sup>	Project Compulsory Contribution (£)	Total SIF Funding requested (£)
SCOTTISH HYDRO ELECTRIC TRANSMISSION PLC	33,576	11%	3,358	30,218
NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED	7,741	99.99%	7,740	1
UNIVERSITY OF STRATHCLYDE	56,928	7%	3,632	53,296
<b>Total</b>	<b>£98,245</b>	<b>18%</b>	<b>£14,730</b>	<b>£83,515</b>

<sup>19</sup> The Project contribution is calculated as percentage of the SIF Funding requested per Project Partner and for the Project.

**ANNEX 2 TO SCHEDULE: TEMPLATE OF BANK ACCOUNT DETAILS TO BE PROVIDED TO NG ESO ([revenue.invoice@nationalgrideso.com](mailto:revenue.invoice@nationalgrideso.com))**

**Company name:**

**Primary Contact Details (only one contact permitted)**

First Name:

Last Name:

Email address:

Mobile phone number:

Work phone number:

**Address details**

Address name:

Street address:

City:

State / region:

Post code:

PO box: (if applicable)

PO box post code: (if applicable)

**Banking details**

These should be evidenced in non-editable format. The evidence provided must show company name and bank details and it should be dated within the last 6 months.

Any of the below documents will suffice:

- Bank statement (scanned document)
- Void cheque
- Paying in slip
- Screenshot of online banking (showing a logged in account with bank account and sort code, with browser visible)