

**FORM FOR THE SUBMISSION OF COMPLAINTS CONCERNING ALLEGED
UNLAWFUL STATE AID OR MISUSE OF AID**

The mandatory fields are marked with a star (*).

1. Information regarding the complainant

First Name: [redacted text]

Surname: [redacted text]

Address line 1: [redacted text]

Address line 2: [redacted text]

Town/City: [redacted text]

County/State/Province: [redacted text]

Postcode: [REDACTED TEXT]

Country: [redacted text]

Telephone: [redacted text]

Mobile Telephone: n/a

E-mail address: [redacted text]

Fax: [redacted text]

2. I am submitting the complaint on behalf of somebody (a person or a firm)

Yes*

If yes, please also provide the following information

Name of the person/firm you represent: [redacted text]

Registration nr. of the entity: [redacted text]

Address line 1: [redacted text]

Address line 2: [redacted text]

Town/City: [redacted text]

County/State/Province: [redacted text]

Postcode: [REDACTED TEXT]

Country: [redacted text]

Telephone 1:

Telephone 2:

E-mail address: []

Fax:

Please attach proof that the representative is authorized to act on behalf of this person/firm.*

3. Please select one of the following options, describing your identity*

a) Competitor of the beneficiary or beneficiaries

b) Trade association representing the interests of competitors

c) Non-governmental organisation

d) Trade union

e) EU citizen

f) Other, please specify

Please explain why and to what extent the alleged State aid affects your competitive position / the competitive position of the person/firm you represent. Provide as much concrete evidence as possible.

Please be aware that, by virtue of Article 20(2) of Council Regulation (EC) No 659/1999 of 22 March 1999 laying down detailed rules for the application of Article 108 of the Treaty on the Functioning of the European Union, only interested parties within the meaning of Article 1(h) of that Regulation may submit formal complaints. Therefore, in the absence of a demonstration that you are an interested party, the present form will not be registered as a complaint, and the information provided therein will be kept as general market information.

[redacted text]In addition, the lower operating costs will give West Ham an unfair advantage when it comes to the packages it can offer to potential new players, managers and/or coaching staff. This provides a particular benefit against other clubs in the same division, or the same level of European competition. For the 2016/17 season, West Ham will be participating in the UEFA Europa League competition, meaning it will be competing against clubs from across Europe. Using the new Stadium and improved financial position, West Ham is seeking to attract top footballing talent from competitor clubs in England and mainland Europe.

West Ham's reduced operating costs also mean that it can invest money into other infrastructure, such as superior training facilities for their senior and youth players. [redacted text]

4. Please select one of the following two options*

Yes, you may reveal my identity

No, you may not reveal my identity

If not, please specify the reasons:

The information in this complaint form highlighted in yellow is to be treated as confidential as it relates to [redacted text]

Confidentiality: If you do not wish your identity or certain documents or information to be disclosed, please indicate this clearly, identify the confidential parts of any documents and give your reasons. In the absence of any indication about confidentiality of your identity or certain documents or information, those elements will be treated as non-confidential and may be shared with the Member State allegedly granting the State aid. The information contained in points **5 and 6** cannot be designated as confidential.

5. Information regarding the Member State granting the aid*

Please be aware: the information provided under this point is regarded as non-confidential.

a) Country: United Kingdom

b) If known, specify which institution or body granted the alleged unlawful State aid:

Central government: London Legacy Development Corporation and Newham Council

Region (please specify): London

Other (please specify):

6. Information regarding the alleged aid measure*

Please be aware: the information provided under this point is regarded as non-confidential.

a) Please provide a description of the alleged aid, and indicate in what form it was granted (loans, grants, guarantees, tax incentives or exemptions etc.).

A commercial deal, including a 99 year lease of the Stadium at Stratford, London, at less than market rate.

b) For what purpose was the alleged aid given (if known)?

To secure West Ham as the main tenant and user of the Stadium at Stratford.

c) What is the amount of the alleged aid (if known)? If you do not have the exact figure, please provide an estimate and as much justifying evidence as possible.

The precise details of the commercial arrangements between E20 Stadium LLP and West Ham have now been made public. They consist of a number of elements, which are described below. Where capital initial letters are used below, they relate to definitions that can be found in the Concession Agreement.

Contribution to conversion costs of the Stadium

According to the unredacted version of the Concession Agreement disclosed in April 2016 (copy

enclosed), West Ham is only contributing £15 million to the £272 million cost of converting the Stadium to make it suitable for use as a football stadium (i.e. 5.5% of the conversion costs). The cost of converting the Stadium is being met from public funds. This sum of £15 million is described as a "One-Off Usage Fee" in the Concession Agreement.

The Concession Agreement goes on to provide that West Ham will receive a reimbursement of 50% of the £15 million One-Off Usage Fee in the event any Other Concessionaire uses the Stadium as its home ground for the playing of football during the first ten Event Years after the Commencement Date.

If any Other Concessionaire uses the Stadium as its home ground for the playing of football during the 11th to 20th Event Years after the Commencement Date, West Ham will be reimbursed 25% of the One-Off Usage Fee.

Usage Fee

West Ham will pay a de facto annual rent of £2.5 million for each football season in which West Ham plays in the English Premier League.

However, if any Other Concessionaire uses the Stadium as its home ground for the playing of football during an Event Year, the Usage Fee is reduced by 50%.

In return for the Usage Fee, West Ham will receive **at least** the following facilities and services: stadium heating and lighting; the use of home and away team changing rooms; a ticket office, ticketing outlets and turnstiles operated by the Landlord (or a person authorised by the Landlord); the provision of surveillance equipment, safety and security personnel; the use of lavatory facilities for supporters; pitch maintenance and undersoil heating; the use of goal posts, nets and corner flags; the installation and removal of extra seating above the running track; and the use of VIP/Sponsor Banqueting Area and a Hospitality Area for ticket holders. The value of these services, according to a BBC Documentary broadcast in August 2015, is between £1.4 million and £2.5 million. On the basis of this information, West Ham are either using the former Olympic Stadium rent free or are only paying a fraction of the market rent for the use of such a venue.

In addition, the Grantor under the Concession Agreement is responsible for all maintenance, repairs and lifecycle costs associated with the stadium and its general upkeep. These costs are not insignificant and constitute a further advantage for which West Ham is not making a contribution on a commercial basis.

Furthermore, the Grantor under the Concession Agreement is required to provide, at its own cost, various staff in sufficient numbers to ensure the safe and efficient operation and management of the stadium, the spectators and the public on any Event Day. It is also responsible for procuring and paying the cost of all police services to be provided on an Event Day within the Island in connection with any Event, and to use best reasonable endeavours, including taking legal action if appropriate, to ensure no unauthorised or unofficial products relating to West ham are sold or offered for sale in the stadium or the Island. These are yet more benefits for which West Ham does not appear to be making any financial contribution.

Number of days usage of the Stadium by West Ham

It has been suggested that the Usage Fee is based on West Ham using the Stadium on 25 days a year.

Under the terms of the Concession Agreement West Ham is granted set-up and break-down time. This equates to a maximum of 24 hours either side of an Event. Accordingly, if one adds the set-up and break-down time to the time required by West Ham for an Event, this gives closer to 75 days usage of the Stadium per year by West Ham within the Usage Fee.

Furthermore, whilst West Ham will only be using the pitch for circa 25 days each year, the Stadium has been designed to have the appearance of a permanent home stadium for the club. This includes replacing black and white seats with claret and blue seating (i.e. the club colours of West Ham), the placing of permanent West Ham signage in and around the Stadium, and the addition of giant replica shirts of West Ham players in the concourse of the Stadium. The insertion of a 'crossed hammers' design into the seating of the stadium has been described by West Ham as "*a key component of the final phase of construction, as the Stadium is transformed to look and feel like the unmistakable home of West Ham United*".

Priority usage of the Stadium by West Ham

West Ham is given priority usage of the stadium under the terms of the Concession Agreement. This is referred to in the Concession Agreement as the Overriding Priority Principle.

The Concession Agreement provides that the Grantor must not schedule Other Concessionaires' Events during the Football Season that might cause any material damage or deterioration to the Pitch.

West Ham also has the right to raise concerns with the Grantor about the staging of other events where West Ham reasonably believes the staging of such events might have adverse consequences for the Pitch and/or the period of time between Events to allow for the remediation and restoration of the stadium to a Fit and Proper Condition.

Finally, in relation to this specific issue, the Grantor under the Concession Agreement is only permitted to request that a Major Sporting Event (such as the Rugby World Cup, the UEFA European Football Championships, the ICC Cricket World Cup, etc) is held at the stadium no more than once every four years.

It is not at all clear that the value of this priority usage by West Ham has been reflected in the Usage Fee.

Increased capacity of the Stadium

West Ham has confirmed that the capacity of the Stadium will be increased from 54,000 to 60,000. There is no suggestion or evidence that West Ham is increasing its One-Off Usage Fee to reflect this increased stadium capacity.

However, West Ham will benefit from increased ticket sales as a result of the greater capacity of the Stadium, since all revenues generated from the sale of tickets for Events staged by West Ham at the Stadium accrue to West Ham, as do the revenues from the sale of Event Programmes and advertising space in those Event Programmes. In May 2016, West Ham announced that it had sold out its season ticket allocation of 50,000 for the first season in the Stadium. West Ham's entire capacity at Upton Park was only 35,000.

West Ham's entitlement to naming rights revenues and catering revenues

The Concession Agreement provides that any naming rights revenues in excess of £4 million per

annum are to be shared equally between West Ham and the Grantor. There is a cap on the amount of naming rights revenues West Ham can receive in any year. However, the practical impact of the naming rights revenue sharing arrangement is such that West Ham could be required to pay only one penny for its use of the stadium, depending on the level of the naming rights revenues.

In fact, if another Concessionaire was to use the stadium as its home ground for the playing of football in any year, West Ham's share of the naming rights revenue could exceed the total sums West Ham is required to pay by way of Usage Fee, League Position Payments and Performance Payments.

As far as catering revenues are concerned, the Grantor retains the first £500,000 of catering revenues in any Event Year and any catering revenues in excess of this figure are shared as to 30% to West Ham and 70% to the Grantor.

Net effect of the commercial arrangements

The net effect of the commercial arrangements, as set out in the Concession Agreement, is such that under certain circumstances, West Ham could effectively end up paying £0 for its use of the Stadium in an Event Year **and** still receive substantial revenues from ticket sales, programme sales and advertising, and catering revenues.

d) Who is the beneficiary? Please give as much information as possible, including a description of the main activities of the beneficiary/firm(s) concerned.

West Ham is the beneficiary of the aid. West Ham is a football club.

e) To your knowledge, when was the alleged aid granted?

The concession agreement between E20 Stadium LLP (a joint venture between the London Borough of Newham and the London Legacy Development Corporation), WH Holding Limited and West Ham was signed on 22 March 2013. West Ham is expected to start using the Stadium for home games from August 2016. There is also an agreement for the **exclusive occupation** of certain parts of the stadium (i.e. Retail Space, Ticket Office, Board Room, Players' Lounge, Office Space and Storage Areas).

f) Please select one of the following options:

According to my knowledge, the State aid was not notified to the Commission.

According to my knowledge, the State aid was notified, but it was granted before the decision of the Commission. If known, please indicate the notification reference number or indicate when the aid was notified.

According to my knowledge, the State aid was notified and approved by the Commission, but its implementation did not respect the applicable conditions. If known, please indicate the notification reference number or indicate when the aid was notified and approved.

- According to my knowledge, the State aid was granted under a block exemption regulation, but its implementation did not respect the applicable conditions.

7. Grounds of complaint*

Please note that, for a measure to qualify as State aid under Article 107(1) TFEU, the alleged aid has to be granted by a Member State or through State resources, it has to distort or threaten to distort competition by favouring certain undertakings or the production of certain goods, and affect trade between Member States.

- a) Please explain to what extent public resources are involved (if known) and, if the measure was not adopted by a public authority (but for instance by a public undertaking), please explain why, in your view, it is imputable to public authorities of a Member State.

Apart from the sum of £15 million which West Ham is contributing towards the conversion costs of the Stadium, the remainder of the £272 million conversion costs is being paid for out of public funds. It is believed that the London Borough of Newham is contributing the sum of £40 million and the London Legacy Development Corporation ("LLDC") is contributing £20 million. The UK Government is also understood to be providing at least £60 million. The £272 million conversion cost is significantly higher than the £154 million conversion cost referred to when the deal with West Ham was agreed. It is understood the total cost of building and converting the Stadium will be in the region of £700 million.

- b) Please explain why, in your opinion, the alleged State aid is selective (i.e. favours certain commercial undertakings or the production of certain goods).

West Ham is the only commercial undertaking that has entered into a concession agreement in relation to the Stadium. The terms of the concession agreement are specific to West Ham and the parties to that agreement have previously gone to great lengths to protect the confidentiality of the key commercial terms of that agreement. The reasons for wanting to keep the commercial terms of the concession agreement confidential have now become abundantly clear: the deal is exceptionally favourable to West Ham from a financial perspective, and is unlikely **ever** to be offered to any other party.

The location of the stadium necessarily limits the football clubs who are likely to bid to use the facility. Football clubs are unlikely to want to relocate a significant distance from their current ground. Existing fans may not be prepared to travel significant distances to attend home games, and this will be a factor clubs cannot afford to ignore. Also, the English Premier League, in considering whether to consent to a football club changing grounds, takes into consideration the relationship (if any) between the locality with which the applicant club is traditionally associated and that which the club proposes to move to. These factors mean that, when it comes to football clubs considering whether to bid to use the stadium, the location of the stadium is de facto selective.

Furthermore, when it comes to identifying a sporting commercial undertaking that is likely to make a viable main tenant/concessionaire for the stadium, one needs a commercial undertaking that will

attract a sufficiently large number of paying attendees to a suitable number of events at the stadium and a sport which is played year round. This, again, points to a football club and explains why the bidding process for the use of the stadium attracted 3 bids from commercial undertakings associated with football namely, 2 football clubs and the University College of Football and Business.

The other option would be to have a ground sharing arrangement involving two football clubs – however, this does not appear to have been deemed acceptable by LLDC. The Commission will need to ask LLDC for an explanation as to why it did not feel a ground sharing arrangement between two football clubs was an acceptable commercial arrangement to maximise the use of the stadium. [redacted text] Now that the Concession Agreement has been disclosed in unredacted form, it is patently clear that the commercial deal agreed with West Ham could **never** be described as a "market rate" deal!

It became clear to [redacted text], that the real reason why LLDC was not prepared to consider a "teaming" arrangement between two football clubs was because West Ham did not want to share the Stadium with another football club. This comment was made by Boris Johnson, the Chairman of LLDC. West Ham have managed to negotiate a de facto veto right which can be found in the concession agreement between E20 Stadium LLP, WH Holding Limited and West Ham (see for example, clauses 6.2, 7 and the definition of Priority Use). At the recent appeal hearing in London against the UK Information Commissioner's decision ordering disclosure of the redacted parts of the West Ham concession agreement, counsel for LLDC acknowledged that a ground sharing arrangement involving West Ham and another football club could only happen if West Ham consented to such an arrangement. West Ham have therefore been given rights over the use of the Stadium which other potential users of the Stadium will not have.

The Commission should be aware that the above tender process was the second tender process designed to find a suitable user for the Stadium. Under the initial tender process, [redacted text] bid to be the owners of the Stadium and to convert it at their cost. West Ham was chosen as the successful bidder. Its bid included a financial contribution from the London Borough of Newham. This financial contribution was challenged as involving the provision of unlawful State Aid. Before the legal challenge could result in a decision as to whether or not the financial contribution from the London Borough of Newham constituted unlawful State Aid, LLDC's predecessor (the Olympic Park Legacy Company) abandoned the initial tender process and the second tender process detailed above was commenced. This second tender process was meant to secure the future of the Stadium as a multifunctional arena used by multiple tenants, with any financial contribution by the London Borough of Newham going towards the conversion costs of the Stadium, as opposed to direct to the successful bidder/bidders. It is interesting to note that the second tender process has, in fact, resulted in West Ham being the only commercial undertaking that has entered into a concession agreement in relation to the Stadium. The Commission should determine whether this was always the intention of LLDC and its predecessor, in light of the information set out above.

For the reasons set out above, it is submitted the bidding process for the main user of the Stadium was, in practice, selective. In addition, the terms of the Concession Agreement granted to West Ham are so exceptionally favourable to West Ham, from a financial perspective, that it would be practically impossible to offer equivalent terms to another party – the arrangement is, in no way, a "market rate" deal. The arrangement also goes much, much further than was required to secure a suitable anchor tenant for the Stadium. Accordingly, it is submitted that the alleged State Aid granted to West Ham is selective.

c) Please explain how, in your opinion, the alleged State aid provides an economic advantage for the beneficiary or beneficiaries.

West Ham is given the use of a new stadium without the usual capital costs of constructing such a venue or the costs of maintaining such a venue. By way of comparison, Arsenal completed the construction of their new Emirates Stadium in north London in 2006 at a cost of around £400m; Tottenham Hotspur are in the process of building a new stadium in North London at a projected cost of £750m; Chelsea are planning to redevelop their Stamford Bridge stadium in West London at a projected cost of £600m.

Although West Ham will not be using the entire Stadium site all year round, it does have priority usage and it does have **year round use** of Retail Space, Ticket Office, Board Room, Players' Lounge, Office Space, Changing Rooms, Press Facilities, Medical Facilities, a Reception Area and Storage Areas. It is not clear what the commercial arrangements are in relation to West Ham's **exclusive use** of certain parts of the Stadium site. Also, these arrangements will, of necessity, limit the other uses to which the Stadium site can be put/the other types of commercial undertakings that can use the Stadium site.

The commercial arrangements set out in the Concession Agreement granted to West Ham (see Section 6(c) above), provide West Ham with a substantial financial advantage and could not, under any circumstances, be considered to be a "market rate" deal. No sensible commercial undertaking would be willing to enter into such an arrangement which, under certain circumstances, allows West Ham to occupy the stadium effectively rent free, receive a wide-range of services at no cost, and still receive substantial revenues from its use of the stadium. Such an arrangement would simply not be available on the open market.

West Ham is and is likely to remain the major user of the Stadium but it does not appear to be contributing either a significant proportion of the conversion costs of the Stadium or a significant proportion of the costs associated with its use of the Stadium. The other identified users of the stadium namely, five weeks of athletics (including junior and school events) in 2016 organised by UK Athletics, the 2017 IAAF World Athletics Championship and the IPC World Athletics Championships in 2017, are not significant users of the stadium and will not, therefore, contribute material sums towards either the conversion costs of the stadium or the annual operating costs of the stadium.

It is clear from a recent West Ham New Stadium Newsletter that the Stadium is "*all going to look, not more, but completely West Ham*". When it is completed, the Stadium will leave visitors in no doubt that this is the home of West Ham, as opposed to it being a multi-purpose venue (such as Wembley Stadium and the O2 Arena, both of which are in the London area) one of whose users happens to be West Ham. It will be impossible to remove the majority of the West Ham branding (which dominates the seating bowl, the exterior and the concourse of the Stadium). This will make it very difficult for any other user with its own branding to use the Stadium on anything other than an ad hoc basis. This perhaps goes to explain why "teaming" arrangements were not ultimately agreed as part of the contractual arrangements entered into following the tender process. The Vice-Chairman of West Ham, Karen Brady, also recently said "*Those clauses protect us from any other use of the Stadium during the football season if we feel it would have an adverse effect on the pitch, playing facilities or our*

supporter experience".

West Ham has been given priority use of the Stadium, under the arrangements agreed with E20 Stadium LLP. This coupled with the reductions in the payments to be made by West Ham in the event another football club uses the Stadium as its home ground, and all the branding West Ham has been permitted to use at the Stadium, mean that it would be practically difficult for another major sporting club to use the Stadium as its home ground and financially unattractive for the commercial operator of the Stadium and potentially the other proposed user of the stadium. This may well go to explain why neither Tottenham Hotspur nor Chelsea Football Club has been offered a suitable commercial deal (or a commercial deal at all) to use the Stadium while their grounds are being redeveloped. Instead, they are said to have negotiated annual fees of £20m for use of Wembley Stadium. The Stadium would appear to be a much more attractive option for Tottenham Hotspur, given the proximity to its existing home ground to the Stadium, and its previous interest in the Stratford site.

From a State Aid perspective, the Commission must consider whether West Ham has paid a "market rate" for the rights and services it receives pursuant to the Concession Agreement, or whether it is paying considerably less than the market rate for what will, de facto, be close to exclusive use of the Stadium.

Although a tender process was run by LLDC to select a suitable main tenant/concessionaire for the stadium, the Commission needs to be satisfied that this tender process was run appropriately. Although it may previously have been suggested to the Commission that, because there had been a tender process this resulted in a "market rate" deal with the successful bidder, this cannot simply be assumed to be the case – particularly when one looks at the comparator deals referred to below.

[redacted text] According to Press Reports from November 2012, the US NFL's proposal to share the Stadium with other sports and events was rejected. Quite why the NFL's proposal was rejected should be determined by the Commission as should the commercial aspects of the proposed stadium sharing deal involving the NFL – as these must surely be relevant to the question of whether the eventual deal agreed with West Ham constituted a market rate deal. Press Reports from 2013 suggest that profits from the 2 NFL games played at Wembley Stadium were of the order of £500,000 - £1 million per game. Having been unable to agree terms with the LLDC, the NFL has instead reached agreement with various other London venues – specifically, Twickenham, Tottenham Hotspur and Wembley Stadium.

What is clear is that West Ham's bid to use the Stadium was not the only offer "on the table". Also, it must surely be possible for the Commission to compare the monies offered by West Ham with the monies offered by other football clubs for the use of stadium infrastructure which was previously constructed for other purposes (e.g. Manchester City Football Club's occupation of the stadium built and used for the 2002 Commonwealth Games, for which it is understood Manchester City pays an annual rent of some £4 million as well as overheads), to determine whether West Ham is paying a market rate for its use of the Stadium.

Another comparator for the Commission to consider is [redacted text]

All of these comparators point to the fact that the commercial arrangements agreed between E20 Stadium LLP and West Ham did not and do not constitute a "market rate" deal and, if this is the case, West Ham is in receipt of State Aid which has not been approved by the Commission.

[redacted text]

d) Please explain why, in your view, the alleged State aid distorts or threatens to distort competition.

West Ham has significantly lower operating costs than other [redacted text] football clubs (such as [redacted text]) in relation to its home stadium, thus giving it an unfair commercial advantage. This will give West Ham an unfair advantage when it comes to bidding for new players and when it comes to setting the price of its season tickets/match tickets. In addition, the lower operating costs will give West Ham an unfair advantage when it comes to the packages it can offer to potential managers and/or coaching staff.

West Ham has already reduced the price of its season tickets for the 2016/2017 season and, unsurprisingly, they are reported to have sold out. West Ham has claimed that its "*dramatically cheaper tickets*" were available due to the monies it received from the new TV rights deal. However, every Premier League football club benefits from the TV rights deal, but West Ham is the only Club to have reduced its ticket prices in this way – most other Clubs have used the new deal as an opportunity to freeze existing prices. The reality is that West Ham has an additional 25,000 seats (over and above the capacity of its Upton Park ground) to sell at the Stadium, and has offered a large number of these seats at an extremely discounted rate because of the highly advantageous commercial terms related to West Ham's occupation of the Stadium. In fact, West Ham announced their £289 adult season ticket at the Stadium would be the cheapest in the Premier League (which is particularly notable given they are based in London where tickets are historically the most expensive), with all under-16 season tickets sold at £99, and family season tickets sold at £776 for four people. This represents a 23% reduction on the cheapest adult season tickets available at Upton Park in 2015/16, and a 60% reduction on under-16 season tickets available at Upton Park in 2015/16.

By comparison to [redacted text]

e) Please explain why, in your view, the alleged aid affects trade between Member States.

Football players are frequently acquired from other European Clubs. The unfair commercial advantage granted to West Ham courtesy of the commercial arrangements relating to its occupation and use of the Stadium, will give West Ham an unfair commercial advantage when it comes to bidding for overseas players. The same will also be true in relation to bidding for managers based at football clubs in mainland Europe. This is particularly relevant now that West Ham will be competing in the UEFA Europa League in 2016/17.

8. Compatibility of the aid

Please indicate the reasons why in your view the alleged aid is not compatible with the internal market.

The alleged aid does not fall within any of the three categories in Article 107(2) TFEU. Likewise, the alleged aid does not appear to fall within any of the categories in Article 107(3) TFEU or the General Block Exemption Regulation or the guidelines and rules on sectoral aid or the guidelines on horizontal aid

9. Information on alleged infringement of other rules of European Union law and on other procedures

a) If known, please indicate what other rules of European Union law you think have been infringed by the granting of the alleged aid. Please be aware that this does not imply necessarily that those potential infringements will be dealt with within the State aid investigation.

N/A

b) Have you already approached the Commission's services or any other European institution concerning the same issue? *

Yes No

If yes, please attach copies of correspondence.

c) Have you already approached national authorities or national courts concerning the same issue? *

Yes No

If yes, please indicate which authorities or courts; also, if there has already been a decision or judgement, please attach a copy (if available); if, on the contrary, the case is still pending, please indicate its reference (if available).

d) Please provide any other information that may be relevant for the assessment of this case.

10. Supporting documents

Please list any documents and evidence which are submitted in support of the complaint and add annexes if necessary

- Whenever possible, a copy of the national law or other measure which provides the legal basis for the payment of the alleged aid should be provided.
- Whenever possible, please attach any available evidence that the State aid was granted (e.g. press release, published accounts).
- If the complaint is submitted on behalf of someone else (a natural person or a firm) please attach proof that you as a representative are authorised to act.
- Where applicable, please attach copies of all previous correspondence with the European Commission or any other European or national institution concerning the same issue.
- If the issue has already been dealt with by a national court/authority, please attach a copy of the judgement/decision, if available.

Please see attached list of documents and evidence in support of this complaint.

I hereby declare that all the information in this form and annexes is provided in good faith.

Place, date and signature of complainant”

24th May 2016