Welsh Fisheries Grant:
Application Guidance Notes
## Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>2</td>
</tr>
<tr>
<td>The Welsh Fisheries Grant</td>
<td>2</td>
</tr>
<tr>
<td>State Aid</td>
<td>3</td>
</tr>
<tr>
<td>Who is eligible?</td>
<td>4</td>
</tr>
<tr>
<td>How do I apply for a Welsh Fisheries Grant?</td>
<td>5</td>
</tr>
<tr>
<td>How will the Grant payment be made?</td>
<td>6</td>
</tr>
<tr>
<td>How will I be notified the payment has been paid?</td>
<td>6</td>
</tr>
<tr>
<td>Appeals Process</td>
<td>6</td>
</tr>
<tr>
<td>Complaints</td>
<td>7</td>
</tr>
<tr>
<td>Contacts</td>
<td>7</td>
</tr>
<tr>
<td>Privacy Notice</td>
<td>7</td>
</tr>
<tr>
<td>Annex A – Terms and Conditions</td>
<td>9</td>
</tr>
<tr>
<td>Annex B – Guidance on registering for RPW Online</td>
<td>15</td>
</tr>
<tr>
<td>Annex C – Undertakings in Difficulty</td>
<td>18</td>
</tr>
<tr>
<td>Schedule 1 – Notification Events</td>
<td>19</td>
</tr>
</tbody>
</table>
Introduction

A grant to help vessel owning fishing businesses in order to support the viability of the Welsh seafood sector beyond the immediate effects of COVID-19, has been announced by the Minister for Environment, Energy and Rural Affairs.

The COVID-19 public health crisis is having a significant detrimental impact across the Welsh seafood industry. The sector is facing an immediate and acute problem with the collapse of export and hospitality markets as a result of the COVID-19 crisis, as well as lost revenues and income from being unable to work due to associated illness.

The Welsh Fisheries Grant is for identifiable fishing and aquaculture businesses with Welsh licensed vessels, to support vessels to continue fishing beyond the COVID-19 public health crisis. The grant scheme was developed to bridge the gap in the support provision for this sector, beyond other recently announced interventions, including the Economic Resilience Fund (ERF), Self-employment Income Support Scheme (SEISS), and Job Retention Scheme. The aim of the grant scheme is to help sustain fishing businesses in Wales through any short-term economic disruption, to ensure vessels continue fishing beyond the COVID-19 public health crisis.

The Welsh Fisheries Grant

The Welsh Ministers have powers under section 15 of the Fisheries Act 1981 to establish a scheme to make grants or loans for the purpose of re-organising, developing or promoting the sea fish industry or those engaged within it.

The terms and conditions under which this grant scheme is operated are contained in Annex A.

When will the grant payments be made?

The online application window will open on 23rd April 2020. Completed applications must be submitted no later than 31st May 2020.¹

Once received, completed applications will be reviewed and, subject to all the necessary checks, the Grant payment will be made. It is expected that the payment process is likely to take approximately 10 working days from receipt of a complete online application form. Support will be available for those who require digital assistance, but payment through this method is likely to take longer.

¹ Date subject to review.
What is the value of the grant?

This support package provides a one-off grant payment based on the average fixed costs of Welsh vessel(s). Average fixed costs have been calculated over a defined period. The information on which the grant is based is provided by Seafish, a non-departmental public body (NDPB), who carry out an annual UK fleet survey to generate estimates of vessel accounts; with landings and capacity data for all active UK fishing vessels provided by the UK Marine Management Organisation (MMO). This grant is based on the size of vessel and payable to all licensed vessel owners in Wales upon successful application to Welsh Government meeting all relevant eligibility criteria.

Table 1 - Vessel average fixed costs (calculated on available data supplied by SeaFish based on confirmed available UK sales data for 2018):

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Vessel size</th>
<th>Average monthly fixed cost(^2)</th>
<th>One-off Grant payment for 2 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welsh fishing or aquaculture businesses</td>
<td>0-10.00m</td>
<td>£1,483</td>
<td>£2,966</td>
</tr>
<tr>
<td>vessels</td>
<td>10.01-11.99m</td>
<td>£4,350</td>
<td>£8,700</td>
</tr>
<tr>
<td></td>
<td>12.00m-40.00m</td>
<td>£8,983</td>
<td>£10,000</td>
</tr>
</tbody>
</table>

A payment will be available for eligible fishers equivalent to two months’ average fixed costs, **with a maximum limit of £10,000 for any one vessel.**

State Aid

The grant will not exceed the financial threshold set out within the Temporary Framework for State aid measures to support the economy in the current COVID-19 outbreak (“the Temporary Framework” as published by the European Commission on 19 March 2020). The Commission will consider such State aid compatible with the internal market on the basis of Article 107(3)(b) TFEU.

The United Kingdom (the “UK”) notified aid under this temporary framework in the form of an umbrella scheme (the COVID-19 Temporary Framework for UK authorities, or the “measure”) under the Temporary Framework for State aid measures to support the economy in the current COVID-19 outbreak (“the Temporary Framework”) and this was approved by the European Commission under State aid notification SA.56841 on 6th April 2020.

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\(^2\) The average fixed costs include vessel owner costs (insurance, repairs, gear, hire & maintenance and other vessel expenses), depreciation, interest and other financial costs.
Aid to undertakings active in the fishery and aquaculture must not concern any of the
categories of aid referred to in Article 1, paragraph (1) (a) to (k), of Commission Regulation
(EU) No 717/2014 (Fisheries De Minimis Regulation).

The accumulation of previous state aid (De Minimis) does not apply to schemes notified
under the Temporary Framework, however any other aid received under the Temporary
Framework must be declared and you must not exceed the maximum level of aid which is
€120,000 per undertaking active in the fishery and aquaculture sector.

In order to ensure the relevant aid thresholds under the Temporary Framework are
adhered to, you will be required to complete a declaration as part of the grant
application form to confirm the aid you are receiving will not breach the limits.

See also State Aid and Your Grant Award section under Annex A, Terms and Conditions.

Who is eligible?

Eligibility:

- Active fishing businesses with Welsh-licensed vessels up to 40 metres in length
  and recorded sales of £10,000 or more in 2019. New entrants will be considered on
  a case by case basis and will need to provide evidence.³

Criteria:

- All vessels applying for the scheme will be required to be currently licensed by the
  Welsh Government.
- All vessels must have statutory sales data held by Welsh Government of £10,000 or
  more with a registered buyer in 2019.⁴
- Recipients of the grant will be asked to indicate their intention to continue to fish for
  a minimum period of six months, unless there are mitigating circumstances which
  would prevent this.⁵
- Recipients must not have been in financial difficulty⁶ on 31st December 2019.
- Recipients must not be eligible for funding from other COVID-19 financial support
  (for example the Economic Resilience Fund), that overlaps/compensates for the
  same loss. This excludes the Self-employment Income Support Scheme - SEISS.

Please see Annex A – Terms and Conditions for further details.

³ New entrants refers to vessel owners that have less than 12 months commercial experience.
⁴ If you have owned your vessel for less than 12 months, but owned another qualifying vessel in 2019,
  please provide us with details of sales for both vessels.
⁵ If you intend to leave the industry within 6 months of the grant payment date, please notify us of the
  reasons behind your decision in as much detail as possible. You may be required to repay all or part of the
  grant.
⁶ “Financial difficulty” is defined within Article 2(18) of Article 2(18) of the General Block Exemption
  Regulation at Annex C.
How do I apply for a Welsh Fisheries Grant?

This guidance is for applicants of the Welsh Fisheries Grant.

You can apply for the Welsh Fisheries Grant by accessing Rural Payments Wales (RPW) Online. You will need a Government Gateway account in order to access RPW Online. You may already have a Government Gateway account or you may need to set one up. If you require information on how to log in to or set up a Government Gateway account, please refer to the Government Gateway guidance available here: https://gov.wales/sites/default/files/publications/2019-02/rpw-online-how-to-access-the-government-gateway.pdf.

The application is available on the “Home” page or from the “Forms” section of your account. Step-by-step guidance on how to complete the application form can be found here: https://gov.wales/welsh-fisheries-grant-how-complete-your-application

The scheme end date is 31st May 2020.

The Grant application must be submitted to Welsh Government by this date. You will not be able to submit the form after this date, even if you started filling in the form on or before 31st May 2020.

As part of this application process you will be required to complete and sign a self-declaration of all the aid you have received under the COVID-19 Temporary Framework to evidence that you will not exceed the maximum level of aid allowed and that you were not an undertaking in difficulty7 on 31 December 2019.

If the vessel that you are claiming for has multiple owners, only one application per vessel will be accepted.8

If you own multiple vessels, you will need to complete a single application for all vessels.

Full guidance on registering for RPW Online can be found on the Welsh Government website: https://gov.wales/rpw-online-how-register. A shorter version of this guidance can be found at Annex B of this guidance document.

If you have any questions about registering or about completing your grant application, please contact the Customer Contact Centre on 0300 062 5004 or email MarineEvidenceAndTech@gov.wales. Our agents will be able to provide advice, including the digital assistance that is available to you.

7 Aid may be granted to undertakings that were not in difficulty (within the meaning of Article 2(18) of the General Block Exemption Regulation at Annex C) on 31 December 2019, but that faced difficulties or entered in difficulty thereafter as a result of the COVID-19 outbreak.

8 As part of the application process, Welsh Government will verify that multiple applications are not received for the same vessel.
If you do not have internet access, you can apply for the grant by calling 0300 062 5004. One of our agents will call you back and enter your information onto the system on your behalf.⁹

Further details regarding Rural Payments Wales Online are available on the Welsh Government’s Website (https://gov.wales/rural-grants-payments).

How will the Grant payment be made?

All Grant payments will be made direct to your bank account. Please ensure your bank details held by Welsh Government are correct and up to date.

Any recent amendments to your bank account details may result in delays to payments.

How will I be notified the grant payment has been paid?

A letter confirming payment will be added to your RPW Online account.

The letter confirming the Grant payment will only detail the amount of the payment being made.

If your application is unsuccessful, you will be notified of the decision, and the reasoning behind the decision, via your RPW Online account (or via post if you have no access to the internet).

Appeals process

Should you wish to appeal the decision, you will need to write to us to provide clarification or further details addressing the areas of concern outlined in the decision letter. Appeals should be sent to: MarineEvidenceandTech@gov.wales and must be received by Welsh Government within 6 weeks of the date of the decision letter. If after reconsidering the decision, the initial decision stands, and you decide to appeal again, an independent review of the decision will take place. You will then be informed in writing of the final decision.

⁹ Standard RPW requirements state that the applicant bears responsibility for the application.
Complaints process

If you believe that there has been maladministration and wish to make a complaint, then you can complain through the Welsh Government’s Complaints procedure. A link to the procedure can be found here:

https://gov.wales/complain-about-welsh-government

Contacts

Enquiries – Customer Contact Centre

The contact details for the Customer Contact Centre are as follows:

Tel: 0300 062 5004

The helpdesk is open:
- Monday 8.30am to 5pm
- Tuesday 8.30am to 5pm
- Wednesday 8.30am to 5pm
- Thursday 8.30am to 5pm
- Friday 8.30am to 4.30pm

Email: MarineEvidenceAndTech@gov.wales

Welsh Government Website


Privacy notice: Welsh Government grants

How we will handle any personal data you provide in relation to your grant application or request for grant funding.

The Welsh Government will be data controller for any personal data you provide in relation to your grant application or request for grant funding. The information will be processed as part of our public task (i.e. exercising our official authority to undertake the core role and functions of the Welsh Government) and will help us assess your eligibility for funding.

Before we provide grant funding to you, we undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you to third party fraud prevention agencies.
If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the grant funding you applied for, or we may stop providing existing grant funding to you.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you.

We will keep personal information contained in files in line with our retention policy. If successful in your application then your personal data will be kept for 10 years from the conclusion of any aid award. If you are unsuccessful your details will be kept for one year after the date you provided them.

Under the data protection legislation, you have the right:

- to access the personal data the Welsh Government holds on you;
- to require us to rectify inaccuracies in that data;
- to (in certain circumstances) object to or restrict processing;
- for (in certain circumstances) your data to be ‘erased’;
- to lodge a complaint with the Information Commissioner’s Office (ICO) who is the independent regulator for data protection.

For further details about the information the Welsh Government holds and its use, or if you want to exercise your rights under the GDPR, please see contact details below:

Data Protection Officer:
Welsh Government
Cathays Park
CARDIFF
CF10 3NQ
Email: dataprotectionofficer@gov.wales

The contact details for the Information Commissioner’s Office are:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Telephone: 01625 545 745 or 0303 123 1113
Website: https://ico.org.uk

Should you have any queries regarding this privacy statement please contact the RPW Customer Contact Centre or read our full privacy policy here:

Annex A - Terms & Conditions

1. Award of Funding

a) The Grant is made under the Welsh Fisheries Fund.

b) Welsh Fisheries Grants are discretionary, and there is no automatic entitlement to any grant.

2. State Aid and Your Grant Award

a) All projects must comply with all eligibility rules of the scheme and State Aid rules to be deemed eligible for funding.

b) Under Article 107(3)(b) of the TFEU, the Commission may approve aid to remedy a serious disturbance in the economy (i.e. the Commission has discretion). In order to assist countries in designing State aid compliant schemes to manage the impact of COVID-19, the Commission published a Temporary Framework on 19 March 2020. The Commission updated the Temporary Framework to provide further flexibilities, and this was adopted on 3 April 2020.

c) The United Kingdom (the “UK”) notified aid under this temporary framework in the form of an umbrella scheme (the COVID-19 Temporary Framework for UK authorities, or the “measure”) under the Temporary Framework for State aid measures to support the economy in the current COVID-19 outbreak (“the Temporary Framework”) and this was approved by the European Commission under State aid notification SA.56841 on the 6/04/2020.

d) The maximum level of aid that a company may receive is €120,000 per undertaking active in the fishery and aquaculture sector or €100,000 per undertaking active in the primary production of agricultural products.

e) Any aid provided under this measure will be relevant if you wish to apply, or have applied, for any other aid granted based on the European Commission’s Temporary Framework. You will need to declare the amount of aid received under this Grant scheme to any other aid awarding body who requests information from you on how much aid you have received. You must retain the Grant award letter and your self-declaration of all aid received under the Temporary Framework for four years after the conclusion of the UK’s transition from the EU and produce it on any request from the UK public authorities or the European Commission.

3. Statutory Authority

a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Environment, Energy and Rural Affairs, acting pursuant to section 15 of the Fisheries Act 1981 and sections 58A and 60 of the Government of Wales Act 2006.

4. Interpreting these Conditions

Any reference in these Conditions to:
‘the Grant’ is to the payment made to you, the Grantee, under the Conditions of the Welsh Fisheries Grant;

‘you’, ‘your’ is to the Grantee;

‘we’, ‘us’, ‘our’ is to the Welsh Ministers;

‘Conditions’ is to the terms and conditions set out in this note;

‘Schedule’ is to the schedule attached to the Conditions;

‘Notification Event’ is to any of the events listed in Schedule 1.

5. What you must use the Funding for:

a) You must use the Funding solely for the purposes of enabling the undertaking to continue to operate your vessel(s) during the COVID-19 pandemic period and for no other purpose whatsoever.

6. Funding Pre-Conditions

a) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

7. Your general obligations to us:

You must:

a) safeguard the Funding against fraud;

b) comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law;

c) co-operate fully with Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with these Conditions;

b) inform the Welsh Government immediately of any change of ownership or control of an undertaking or a vessel whilst in receipt of support from the Welsh Fisheries Grant;

e) inform Welsh Government in writing of any change in circumstance which may affect the accuracy of the information given whilst this application is being considered by Welsh Government;

f) ensure that your employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.
8. Notification Events and their consequences

a) You must notify us immediately if a Notification Event (see Schedule 1) has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.

b) We will seek to discuss the Notification Event with you and to agree a course of action to be taken to address the Notification Event and in doing so we will consider both the seriousness of the Notification Event and whether or not it can be remedied.

c) We will be entitled to take any of the actions listed in Condition 8(d) if:

   (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you, or
   (ii) we notify you that the Notification Event is not capable of remedy, or
   (iii) a course of action is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action), or
   (iv) the course of action fails to remedy the Notification Event to our satisfaction.

d) If any of the circumstances set out in Condition 8(c) occurs we may by notice to you:

   (i) withdraw the award of Funding; and/or
   (ii) require you to repay all or part of the Funding immediately; and/or
   (iii) suspend or cease all further payment of Funding; and/or
   (iv) make all further payments of Funding subject to such conditions as we may specify; and/or
   (v) deduct all amounts owed to us under these Conditions from any other funding that we have awarded or may award to you; and/or
   (vi) exercise any other rights against you which we may have in respect of the Funding.

e) All repayments of Funding must be made to us within 28 days of the date of our demand. You must pay interest on any overdue repayments at a rate of 1.5% per annum above the Bank of England base rate from time to time or at such other rate as may be required by the State Aid Rules. Interest will accrue on a daily basis from the date the repayment is due until actual repayment of the Funding, whether before or after judgment. You must pay the interest together with the overdue repayment.

9. Audit Requirements

a) You must:

   (i) maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
   (ii) without charge, permit any officer or officers of the Welsh Government or Wales Audit Office at any reasonable time and on reasonable notice
being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records as in such officer’s reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or any officer, servant or agent of any of the above;

(iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them.

b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

10. Third Party Obligations

a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).

11. Access to Information

a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the “FOIA”), the Environmental Information Regulations 2004 (the “EIR”) and the Data Protection Act 2018 (the “DPA”).

b) You acknowledge that we are responsible for determining in our absolute discretion whether:

   (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or

   (ii) any information is exempt from disclosure under the Code, the FOIA or the EIR.

12. Welsh Ministers’ Functions

a) You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under, or in connection with, these Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor obligate the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.
13. General

a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

b) No failure or delay on our part to exercise any power, right or remedy under these Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.

c) Any amendment or variation these Conditions must be in writing and signed by us and you.

d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.

e) Conditions 6, 7, 8, 10, 11, and 13(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.

f) These Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

14. Declarations

You declare that:

a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;

b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;

c) the information contained in your Application is complete, true and accurate;

d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;

e) you have not committed fraud under the European Fisheries Fund (EFF) or the European Maritime and Fisheries Fund (EMFF);

f) you will notify the Welsh Government if you are convicted of any of the following offences:
(i) An offence resulting in the imposition of points for serious infringements as defined by Article 90(1) Council Regulation (EC) 1224/2009 and set out at Annex A to the Guidance on Serious Infringements and Fraud;

(ii) An environmental offence which falls within one of the categories of offences under Directive 2008/99/EC and set out at Annex B to the Guidance on Serious Infringements and Fraud;

(iii) An offence of fraud relating to European funding.

g) you or your business have not been convicted of an offense that the Welsh Government or EU consider to be a ‘serious infringement’, or fraud, in the 12 months before applying.
Annex B - Guidance on registering for RPW Online

Detailed instructions for the registration process can be found here.

1. In your web browser e.g. Internet Explorer or Chrome, navigate to the RPW Online or click the link www.gov.wales/RPWOnline

2. After clicking the RPWOnline link you will be directed to the Government Gateway log in page.

3. Click on the link to read the Terms and Conditions, tick the checkbox to accept and click the Continue button (see Fig 1).

4. Click the Register button to obtain a CRN (Customer Reference Number), see Fig 2.

5. The Start Registration Form opens, read the guidance and click the Start button (see Fig 3).

6. Read the RPW Online key message and click Next.

7. In the General Details section (Full Guidance Pg 10), select Customer from the account type drop down list (see Fig 4).

8. Select I intend to apply for grants or make claims for the reason why you would like a customer account (see Fig 5).

9. Select Individual or Other Business for customer type.

10. Select Partnership, Private Individual, Registered Company or Sole Trader as appropriate for the business or legal status.

11. Enter the date your business was formed in the format dd/mm/yyyy or click on the calendar. If you are not a business, enter the date you commercially started fishing activity.
12. Has this business been established by splitting an existing business? If you are not a registered business select no.

Fig 9 Has an existing business been divided?

13. If your business or legal status is a Registered Company please provide a valid registration number and click Next (see Fig 10). If you have selected No for the question above this should be blank.

Fig 10 Enter a valid business registration number

14. In the Correspondence Details section (Main Guidance Pg 13), enter Trading Title, Business or Name. Note: this is the name which will appear on all correspondence.

Fig 11 Enter a Trading Title, Business or Name

15. Enter an address of where all correspondence should be sent to. Enter your postcode and click Find Address and select your address from the list or enter your address manually.

Fig 13 Select or enter the main contact’s address

16. Enter the main correspondence telephone number.

17. Select preferred language for all correspondence.

18. Provide your email, mobile number or both depending on which option you select as your preferred method of notification (see Fig 12).

Fig 12 Enter your preferred method of notification

19. Is your premises address the same as your correspondence address? This is the main address of where the business activity takes place.

20. Is your trading address the same as your correspondence address? Click Next. This is the address that appears on your business accounts.

21. In the Main Contact section (Main Guidance, Pg 17), enter the full name of the main contact who will deal with any queries.

22. If the main contact resides at an address you have previously given then select the relevant option (e.g. Correspondence, Premises or Trading) otherwise select other and use the postcode lookup of manually enter the address (see Fig 13).

Fig 14 Click the Other Business Interest link if relevant

23. Select the main contact’s role within the business. Relevant options include Employee, Individual, Partner, Sole Trader.

24. Enter the date of birth of the main contact in the format dd/mm/yyyy or by using the calendar.

25. Enter the National Insurance Number of the main contact.

26. If the main contact’s contact details are different to the correspondence’s contact details, enter their email, telephone number and mobile number.

27. If the main contact has other business interests in any other business(es) that are registered with any of the four UK Paying Agencies, click the Add Other Business Interest button (Points 28 to 32), otherwise skip to the Other Individuals Section (from Point 33). The four UK Paying Agencies are Wales, England, Scotland and Northern Ireland.

Fig 15 Confirm the UK Paying Agency the other business is registered with

28. The Main Contact – Other Business Interests (Main Guidance Pg 20) screen opens and select which of the four UK Paying Agencies the other business is registered with (see Fig 15).

29. Provide your other Paying Agency Reference Number. Note: this could be known as Customer Reference Number (CRN), Business Identification Number (Business ID), Business Reference Number (BRN) or Single Business Identifier (SBI).
30. Enter the Trading Title of the other business.
31. Enter the correspondence address of the other business by using the postcode lookup or manually.
32. Select the option that most closely represents the role of this individual within this business and click Next.
33. This opens the Other Individual section (Full Guidance Pg 24), click on the Add Individual button if there are individuals with significant control in the business or there are individuals you will work in partnership with (see Fig 16), and enter the same information as for the Main Contact section (see Points 21 – 27). If there are no other individuals to add, click Next.
34. On the Submission section (Main Guidance Pg 26) review all of the information you have provided. All errors will be highlighted in red and will need to be resolved before the form can be submitted. Click Next.

35. On the Declarations & Undertakings section (Main Guidance Pg 28), click the box to agree to the declarations and undertakings (see Fig 17) then click Next.

36. On the Submit section (Main Guidance Pg 28), if you are content the information you have supplied in your form is correct, click the Submit button. Once the form has been submitted you will not be able to make any further changes.
Annex C – Undertakings in Difficulty

Source: Section 2(18) General Block Exemption Regulations

‘Undertaking in difficulty’ means an undertaking in respect of which at least one of the following circumstances occurs:

(a) In the case of a limited liability company (other than an SME that has been in existence for less than three years or, for the purposes of eligibility for risk finance aid, an SME within 7 years from its first commercial sale that qualifies for risk finance investments following due diligence by the selected financial intermediary), where more than half of its subscribed share capital has disappeared as a result of accumulated losses. This is the case when deduction of accumulated losses from reserves (and all other elements generally considered as part of the own funds of the company) leads to a negative cumulative amount that exceeds half of the subscribed share capital. For the purposes of this provision, ‘limited liability company’ refers in particular to the types of company mentioned in Annex I of Directive 2013/34/EU (1) and ‘share capital’ includes, where relevant, any share premium.

(b) In the case of a company where at least some members have unlimited liability for the debt of the company (other than an SME that has been in existence for less than three years or, for the purposes of eligibility for risk finance aid, an SME within 7 years from its first commercial sale that qualifies for risk finance investments following due diligence by the selected financial intermediary), where more than half of its capital as shown in the company accounts has disappeared as a result of accumulated losses. For the purposes of this provision, ‘a company where at least some members have unlimited liability for the debt of the company’ refers in particular to the types of company mentioned in Annex II of Directive 2013/34/EU.

(c) Where the undertaking is subject to collective insolvency proceedings or fulfils the criteria under its domestic law for being placed in collective insolvency proceedings at the request of its creditors.

(d) Where the undertaking has received rescue aid and has not yet reimbursed the loan or terminated the guarantee, or has received restructuring aid and is still subject to a restructuring plan.

(e) In the case of an undertaking that is not an SME, where, for the past two years:
   (i) the undertaking’s book debt to equity ratio has been greater than 7.5 and
   (ii) the undertaking’s EBITDA interest coverage ratio has been below 1.0.
Schedule 1

Notification Events

1. repayment of any part of the Funding is required under Law (whether under State Aid Rules or otherwise);

2. you fail to comply with any of the Conditions;

3. we have made an overpayment of Funding to you;

4. the Welsh Ministers consider that an alternative form of support for the Grantee has been made available by the UK Government or the Welsh Government during the COVID-19 pandemic period;

5. you receive funding from another source that overlaps/compensates for the same loss;

6. any declaration made in Condition 13 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;

7. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;

8. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;

9. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;

10. you are unable, or admit in writing your inability, to pay your debts as they fall due;

11. any distress, execution, attachment or other process affects any of your assets;

12. a statutory demand is issued against you;

13. you cease, or threaten to cease, to carry on all or a substantial part of your business;

14. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.