



Welsh Aquaculture – Seafood Resilience Scheme: Application Guidance Notes

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Introduction

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

Recognising the economic impact the sector is facing The Welsh Aquaculture - Seafood Resilience Scheme has been designed to support Welsh Aquaculture businesses with 50% of average monthly gross revenue, over a reference year (the highest grossing year 2017-2020 for which relevant accounting information can be provided) up to a maximum of £40,500. Applicants can claim for the first three months of 2021 through a single payment.

In order to be eligible for the Welsh Aquaculture - Seafood Resilience Scheme all potential recipients applying for the scheme must be a table-producing shellfish aquaculture business; they must be currently authorised as an aquaculture production business, and must have made at least £15,000 in sales from aquaculture products in any one of the years 2017, 2018, 2019 and 2020.

The Welsh Aquaculture Seafood Resilience Scheme

The Welsh Ministers have powers under section 58A and 60 of the Government of Wales Act 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 Guidance Notes will be made available to you from Wednesday 17 March. The application deadline is 31 March 2021.

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 15 working days from the closing date of the application window.

What is the value of the grant?

The Welsh Aquaculture Seafood Resilience Scheme will provide 50% of average monthly gross revenue, over a reference year (the highest grossing year 2017-2020 for which relevant accounting information can be provided) up to a maximum of £40,500.

Aquaculture businesses may make their own decision on whether to apply for the UK Seafood Response Fund or the Welsh Aquaculture – Seafood Resilience Scheme as the grants involved are based on different criteria.

Applicants will not be able to apply for both the UK and Welsh schemes.

UK Subsidy Control / State Aid

As the UK has now left the European Union (EU) the Seafood Sector Resilience Scheme will be wholly domestically funded and is not subject to EU State Aid. Subsidies relating to trade in fish and fish products fall outside of the EU-UK Trade and Cooperation Agreement (TCA) and the UK subsidy regime, despite this the scheme have been assessed against those TCA principles.

Who is eligible?

Eligibility:

In order to be eligible for the Welsh Aquaculture - Seafood Resilience Scheme grant:

- the applicant must be a table-producing shellfish aquaculture business;
- the applicant must be currently authorised as an aquaculture production business (APB) under regulation 6 of the Aquatic Animal Health (England and Wales) Regulations 2009 (“the 2009 Regulations”)
- Shellfish businesses with sales of £15,000 or more in either 2017, 2018, 2019 or 2020.
- Must not be in receipt of funding from another source which covers the same costs.¹
- Will be required to declare on the application form they were not in financial difficulty prior to the 31 December 2019.²

Applicants must provide evidence of the following:

¹ For example - The UK Government Seafood Response Fund, Welsh Government Economic Resilience Fund etc...

² Financial difficulty as outlined in Annex C.

- Applicants must provide updated accounting information (accounts) and sales invoices for the relevant months (Jan, Feb and March).
- Applicants must also provide evidence of their authorisation as an APB.
- Applicants are required to supply any relevant accounting information (accounts) and sales invoices for the years 2017 to 2020, covering the full calendar year, to evidence the gross revenue from sales of shellfish aquaculture products for those years.

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

How do I apply for the Welsh Aquaculture - Seafood Resilience Scheme?

This guidance is for applicants of the Welsh Aquaculture - Seafood Resilience Scheme.

You can apply for the Welsh Aquaculture - Seafood Resilience Scheme 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>.

You will need to request an application form via the 'Messages' section of your RPW Online Account, we will then issue an application form via the 'Messages' section of your RPW Online account. The completed application form must be returned via the 'Messages' section of your RPW Online Account by the closing date of 31 March 2021. The requested documentary evidence must also be submitted via your RPW Online Account by the closing date.

The scheme will close to applications on 31 March 2021.

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 31 March 2021.

Applicants are required to declare they will not make an application for the equivalent grant support for the same period from other funds such as the UK Government's Seafood Response Fund.

Full guidance on registering for RPW Online can be found on the Welsh Government website: <https://gov.wales/rpw-online-how-register>.

If you have any questions about registering or about completing your grant application, please contact the Customer Contact Centre on **0300 062 5004**. 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.

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.

Special circumstances or disagreement with any aspect of the Scheme's eligibility criteria will not be grounds for appeal.

Appeals should be sent [via](#) "Messages" in your RPW Online account 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.

Complaints procedure

Complaints will be dealt with under the Welsh Government's procedure on Complaints. Further advice on how to make a complaint can be obtained from the Complaints Advice Team:

Complaints Advice Team
Welsh Government
Crown Buildings
Cathays Park
Cardiff
CF10 3NQ

Tel: 03000 251378

E-mail: complaints@gov.wales

Website: [Complaints about Welsh Government](#)

Contacts

Enquiries – Customer Contact Centre

For all enquiries, please contact the [RPW Customer Contact Centre](#)

Enquiries can be submitted via RPW Online at any time.

Welsh Government Website

For the latest information from WG Marine and Fisheries, visit <https://gov.wales/marine-fisheries> and <https://gov.wales/coronavirus-support-fishing-businesses>

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:

<https://gov.wales/sites/default/files/publications/2018-05/rural-grants-and-payments-gdpr-privacy-notice.pdf>

Annex A - Terms & Conditions

1. Award of Funding

- a) The Grant is made under the Welsh Aquaculture - Seafood Resilience Scheme.
- b) Welsh Aquaculture - Seafood Resilience Scheme Grants are discretionary, and there is no automatic entitlement to any grant.

2. UK Subsidy Regime and Your Grant Award

- a) All projects must comply with all eligibility rules of UK Subsidy Regime.

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 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 business during the COVID-19 pandemic and/or disruption due to EU Exit 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;
- d) inform the Welsh Government immediately of any change of ownership or control of an undertaking whilst in receipt of support from the Welsh Aquaculture - Seafood Resilience Scheme;
- 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. 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 oblige 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 – Undertakings in Difficulty

An undertaking is considered in difficulty if it meets any one of the following criteria on 31 December 2019³:

1. Individuals or companies that have entered into collective insolvency proceedings;
2. Limited companies which have accumulated losses greater than half of their share capital in their last annual accounts (this does not apply to SMEs less than 3 years old);
3. Partnerships, limited partnerships or unlimited liability companies which have accumulated losses greater than half of their capital in their latest annual accounts (this does not apply to SMEs less than 3 years old);
4. 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;
5. A company which is not an SME where, for each of the last two accounting years: i) your book debt to equity ratio has been greater than 7.5; and ii) your EBITDA interest coverage ratio has been below 1.0.

³ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014R0651&from=EN>

Schedule 1

Notification Events

1. repayment of any part of the Funding is required under Law;
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 and /or disruption due to EU exit 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.