

## GUIDANCE NOTES

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This is a grant to provide financial assistance for those businesses who have suffered severe disruption to the running of the business and have been affected by the recent floods.

### PURPOSE

The purpose of the Fund is to support businesses with immediate cost of recovery to recover from damage and disruption caused by storms Ciara, Dennis and/or Jorge.

This would help ensure that businesses remain solvent through disrupted trading periods.

### BUSINESS WALES

Business Wales provides tailored support to start-up, micro and small and medium sized businesses in Wales and can help those working in Wales. The service can help you understand what your needs are and provide tailored support packages including access to online tools, workshops, specialist advisers and mentors. In addition to working with you on a business diagnostic and action plan, our advisers can also provide targeted financial advice and access other support that you might benefit from.

To find out more, please call our Helpline on 03000 6 03000 or speak with your local Business Wales team. Live chat is also available on [www.businesswales.gov.wales](http://www.businesswales.gov.wales).

### Welsh Government's Economic Contract

The Welsh Government's Economic Action Plan drives change in policy and delivery to create an economy of inclusive growth that boosts our wealth and wellbeing and narrows inequalities. The Economic Contract frames a new relationship with business based upon the principle of public investment with a social purpose to help businesses respond to the challenges of the future.

### BUSINESS FLOOD RELIEF FUND

A grant is available to assist businesses who were either directly, or indirectly affected by flooding that came as a result of storms Ciara, Dennis and/or Jorge.

This grant can only be claimed by businesses that meet the following criteria:

- The business must be an SME based in Wales
- The business needs to demonstrate that they have suffered severe disruption as a result of storm Ciara and/or storm Dennis and/or storm Jorge:
  - Directly impacted by the weather event i.e. flood damage to the property, equipment and / or stock;
  - Indirectly impacted by the weather event i.e. the business has had no/highly restricted access to premises, equipment and/or stock as a result of flooding; restricted access for customers, suppliers and/or staff; suffered loss of trade and have issues with regards to wages for employees.
- Funding can only be used to cover costs that cannot be recovered from insurance
- One application per businesses
- Businesses will need to provide
  - details of estimated affected costs to their business
  - evidence of business address (within the last 3 months)
  - photographic evidence of damage

When providing detail in the application form, please note we will not consider insurance excess fees as a contributing factor towards demonstrating significant disruption.

**Confirmation of Storm Dates can be accessed below:**

<https://www.metoffice.gov.uk/weather/warnings-and-advice/uk-storm-centre/index>

## **WHAT CAN BE FUNDED AND HOW MUCH CAN YOU APPLY FOR?**

A Business Flood Relief Grant of £2,500 is available per business, to ensure businesses remain solvent through disrupted trading periods. The grant is available to Small and Medium Enterprises to recompense loss.

Costs incurred could include (please note this list is not exhaustive):

- Clean up equipment – generators, dehumidifiers, lighting, brushes, power sprayers etc
- Building and stock security
- Costs associated with getting IT and electricity up and running
- Temporary accommodation costs
- Specialist advice to help you work out what to do i.e. legal advice
- Anything to help you get open and trading again

Grants can be paid against items that have already been purchased (after the date of the flood), and/or items which the business has not yet bought.

Grants should be used for items which have not, and will not, be covered by insurance.

Second homes/residential properties with short or long term tenancy agreements are ineligible for this fund.

Holiday lets will be eligible if they can demonstrate trading as a business.

All applications will be considered on an individual basis and payment of this grant is at the absolute discretion of the Welsh Government.

## **HOW TO APPLY**

Businesses can apply for the grant using the application form which is available online. The Business Flood Relief Fund is open to applications from 11<sup>th</sup> March 2020 up to 20<sup>th</sup> August 2020. The Fund will then close on 28<sup>th</sup> August 2020 (subject to funds remaining available).

## **GUIDANCE ON COMPLETING THE FORM**

### **Section 1 – Information About You**

This part asks for information about you ‘the applicant’.

### **Section 2 – Information About Your Business**

Please provide information about your business.

### **Section 3 – Flood Details**

We need to understand how the flood has affected you and your business. Please complete this section in as much detail as possible so that we can understand why you need assistance from this fund.

Please detail the estimated costs to your business including the value of lost stock, loss of income from loss of trading days, loss of wage costs for non-trading days and the estimated cost of building damage.

You will need to demonstrate that your business has suffered severe disruption to the running of the business and have been directly and / or indirectly impacted by storm Ciara and/or storm Dennis and/or storm Jorge.

You will need to provide evidence of your business address (i.e. utility bill/bank statement from within the last 3 months), photographs of lost stock and property damage and/or wage slips from last 4 weeks if appropriate.

**Insurance** – We also need to confirm if you were insured; if there are any exclusions to your policy, and any action taken to assist recovery via your insurance company with the likely timescales involved. We may request a copy of your insurance policy showing these exclusions to confirm this.

#### **Section 4 – Bank Details**

This information will be used to make the Grant payment to you. We may request a copy of your recent bank statement to confirm these details and avoid your bank rejecting the payment.

#### **Section 5 - Declaration**

It is very important that you have read this guidance and understand the conditions associated with this Grant application.

If you agree to the conditions within this document and you can confirm that the information provided in the application is true and accurate, then you must check the box in section 5 and submit your application.

Once completed, please email your application form, together with the necessary evidence (business address, photographs of the flood damage and any other associated costs) to [floodrelieffund@businesswales.org.uk](mailto:floodrelieffund@businesswales.org.uk). You should ensure you are able to provide evidence of what you intend to spend the grant on.

### **WHAT HAPPENS AFTER THE APPLICATION IS RECEIVED?**

Once we receive your form, our team will acknowledge receipt of your application. Processing time will start from receipt of the completed form and all the required evidence or accompanying information.

Grant applications will normally be acknowledged within one working day of receipt. Decisions on applications will be made based on the information provided in the application form, associated evidence and information checks that are conducted from other business source data. We aim to make decisions and pay Grants within five working days of receiving the full information.

**If funding is awarded**, you will receive an email notifying you of the award of the Grant, the likely payment date and a copy of the terms and conditions (please see pages 5-7) for your reference.

Grants will be paid on the basis that 100% of the grant is paid up front, with a requirement that we **may** ask the business to produce evidence of expenditure at a later date.

**If your application is unsuccessful**, you will receive an email outlining the reason[s] why and recommendations for further support. It will also contain details of how you may take this matter further should you wish to do so.

### **GRANT REPAYMENT**

Applicants should note that the Welsh Government or its appointed contractors may require repayment of the grant in full or part if the funds are not used for the purposes stated on the

application form. The applicant, is entering into an agreement as such and this may be enforced by requesting proof, post grant award.

## **CONTACT DETAILS**

If you need help with your application, please speak with your local Business Wales team or call our Helpline on 03000 6 03000. Live chat is available on [www.businesswales.gov.wales](http://www.businesswales.gov.wales). Alternatively, you can write to the Business Flood Relief Fund, Business Wales, Bocam Park, Unit 14/15 Oldfield Road, Pencoed, Bridgend CF35 5LJ or email [floodrelieffund@businesswales.org.uk](mailto:floodrelieffund@businesswales.org.uk)

## **BUSINESS FLOOD RELIEF FUND TERMS & CONDITIONS FOR APPLICANTS**

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1. Payment of this grant is at the absolute discretion of the Welsh Government.
2. The Welsh Ministers or its contractors may withhold or recover the funding in certain circumstances.
3. Payment will be made via bank transfer into your nominated bank account after sufficient evidence has been collected.
4. The Company must ensure that, for the purposes of the Project, it complies with the European Commission's State aid rules. Further details of the specific State aid rules applicable may be found [here](#). The Company is responsible for ensuring that the grant is delivered in line with the State aid criteria upon which the funding is awarded.
5. In order to minimise distortion of competition the European Commission sets limits on how much assistance can be given to organisations operating in a competitive market.

The support provided by Business Wales is a de minimis aid under de Minimis Regulation 1407/2013 as published in the Official Journal of the European Journal dated 24 December 2013. There is a ceiling of €200,000 (€100,000 for undertakings in the road transport sector) for all de minimis aid provided to any one organisation over a three-fiscal year period (i.e. the current fiscal year and the previous two fiscal years). Any de minimis aid provided to you under this service will be relevant. By agreeing to this funding you are certifying that you will remain within these limits.

6. Please note that information held by the Welsh Ministers is potentially disclosable under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Welsh Government's Code of Practice on Public Access to Information. In practice, we will not disclose or release any commercially sensitive information provided to us by you without prior consultation with you but ultimately the decision as to whether to disclose is for the Welsh Ministers to take in light of all the relevant legal requirements.
7. By applying for this grant you are agreeing to accept these terms and conditions. Acceptance is validated by checking the terms and conditions box on the application form and by submitting the application.
8. Please note that no payments will be made by the Welsh Ministers to the Company until you have returned the additional evidence that is required as outlined in section 3.
9. Any funding awarded shall be used only for the purposes approved in application that you have made the and in any documents referred to in it.
10. The funding must be claimed by 20<sup>th</sup> August 2020.
11. The Company shall provide the Welsh Ministers with all information regarding its activities or proposed activities and as to its use or proposed use of all or any part of the funding, as the Welsh Ministers may from time to time require.
12. The Welsh Ministers require all recipients of funding to ensure that they apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or as far as is practicable, any disability.
13. The Welsh Ministers shall be entitled to vary, withhold or terminate any part of or all of the funding and/or require part or all of the funding already paid to be repaid if:
  - i. the Company fails to comply with any term, condition or provision set out in this Terms and Conditions document, the Guidance notes of the application;

- ii. any information provided by or on behalf of the Company in respect of procuring this offer of funding or in a claim for payment of funding is found to be incorrect or misleading to an extent to which the Welsh Ministers consider to be material;
  - iii. the Welsh Ministers suspect that the Company and/or any of its officers is/are involved in fraudulent activity.
- 14. The Welsh Ministers may vary and/or withhold any or all of the payments of funding and/or require repayment of funding, together with interest from the date of payment if:
  - i. they are required to do so as a result of a decision by the European Commission or as a result of any obligation under Community Law; or
  - ii. in their opinion it is necessary to ensure that the funding provided in accordance with this letter taken together with any other funding which has been or is likely to be received towards the Project is lawful State aid.
- 15. If the Company is wound up or goes into liquidation (including being subject to any administration order), receivership, bankruptcy, enters into any compromise or other arrangement of its debts with its creditors or any event similar or analogous to any of the events described in this paragraph 15 occurs, then the Welsh Ministers shall be entitled to recover on demand from the Company the funding paid and no further monies shall be due or payable by the Welsh Ministers to the Company or to anyone acting for or on its behalf or in its name. Any references to the amount of funding paid or to be paid to the Company shall be deemed to mean and to be limited to the amount of money actually paid to the Company by the Welsh Ministers at the time that any of the events referred to above occurs.
- 16. The Company shall, without charge, permit any officer or officers of the Welsh Ministers or their representatives, at any reasonable time to visit its premises and/or to inspect any of its activities and/or to inspect the assets or project cost items purchased, in whole or in part, with the funding and/or to examine and take copies of the Company's books of account and such other documents or records as in such officers view may relate in any way to the use of funding by the Company. This condition is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Ministers or any officer, servant or agent thereof.
- 17. Under the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to funding provided by the Welsh Ministers. 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.
- 18. The Company shall permit EU auditors access to documents and information relating to funding for the Project. The Company shall ensure that persons who control or hold documents relating to the Project give to the EU auditors any assistance, information and explanation that they may require.
- 19. If during the financial year, or during the audit of accounts relating to that financial year the Company becomes aware of a material deterioration in its financial circumstances it must inform its Welsh Assembly Government Relationship Manager immediately.
- 20. The Company must acknowledge, through the inclusion of appropriate wording (on press releases) and branding (on publicity, communication materials and signage), the contribution made to its activities by the Welsh Ministers. The Company should contact its Welsh Government Relationship Manager for further details.
- 22. The Welsh Ministers will make reasonable efforts to pay claims promptly, but they do not accept any liability in respect of loss attributable to any delay in the payment of claims or attributable to any suspension, reduction or cancellation of the funding.

23. You must not use the funding provided for party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any other kind of activity which in our opinion could bring us into disrepute.
24. By signing this application you are certifying that no litigation or arbitration is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions nor your ability to continue to trade as a business in Wales.
25. By signing this application 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.
26. By signing this application you agree to co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions.
27. You must maintain complete and accurate accounting records identifying all income and expenditure in relation to the application that you have made and without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission or its nominated contractors at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with 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 howsoever stored as in such officer's reasonable view may relate in any way to your use of the Grant Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above.
28. 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).
29. You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

## **Privacy Notice: Business Flood Relief Fund**

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

In order to be considered for a Business Flood Relief Fund we the Welsh Government are required to collect information from you. This information will include personal information and relevant business information which will enable us to provide you with the appropriate advice and information. Failure to provide us with this information will preclude you from being eligible for the fund and accessing the service.

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.

Business Wales will be data processor of your personal information and will use your information on behalf of Welsh Government to screen your application ensuring you meet the eligibility and if applicable process the payment of the fund award. If you do not meet the eligibility criteria a decline e-mail informing you of reasons why will be sent to you.

The personal information we need to collect from you is your name, address, contact information and also some information about your business.

If you are not successful in your application, we will write to you with an outline of the reasons why and how you can re-apply for the funding (should you wish to).

Should you wish to register for Business Wales in order to access additional support, advice and services for your business please refer to <https://businesswales.gov.wales/>.

Your personal data will not be shared with other organisations unless there is a clear legal reason for doing so. Activities where your personal information may be processed by 3<sup>rd</sup> parties would include:

- By contractors working on behalf of Welsh Government involved in the processing or administration of this grant
- By approved social research organisations carrying out evaluation or analysis of this grant
- By the European Commission (EC) and European Funds Audit Team (EFAT) for compliance and audit purposes

We will keep your personal information for a period of 10 years in order to meet the requirements of State Aid legislation in line with the Welsh Government Data Retention policy.

For help regarding this process please contact:

Business Wales Helpline **03000 6 03000**

or use the contact us form <https://businesswales.gov.wales/contact-us>



## Your Rights

Under the data protection legislation, you have the right:

- to access the personal data the Welsh Government holds on you;
- 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](mailto: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: [www.ico.org.uk](http://www.ico.org.uk)