

APPLICATION FOR GRANT
SEAFOOD PRODUCERS RESILIENCE FUND – SHELLFISH AND TROUT AQUACULTURE UNDERTAKINGS

The Scottish Ministers have made available hardship funds to provide emergency support to fishermen, seafood businesses and ports and harbours threatened by the ongoing effects of coronavirus (COVID-19) and EU Exit¹. Grants can be claimed in respect of shellfish vessels or table-producing shellfish and trout aquaculture businesses. This application is to be used to claim a grant in respect of **table-producing shellfish and trout aquaculture businesses**².

The Seafood Producers Resilience Fund (“the Fund”) will support shellfish and trout aquaculture businesses that have lost all or part of their relevant market due to the COVID-19 pandemic and EU Exit. This support will be provided through three monthly grant payments in respect of January, February and March 2021. **A grant application must be completed in respect of each month in respect of which a grant is sought.**

Grants made under the scheme will be subject to a cap of £40,500 per undertaking³ or £45,600 per undertaking where the undertaking also owns vessels in the catching sector eligible for support under the Fund.

The Scottish Ministers encourage Grantees to support their businesses and their employees with grants from the Fund.

To apply for a grant under the Seafood Producers Resilience Fund, applicants in the aquaculture sector are required to demonstrate that they have an active and authorised aquaculture production business producing shellfish or trout for the table market. Full eligibility criteria are set out below.

Shellfish businesses with sales of £15,000 or more in 2017, 2018 or 2019

- In order to be eligible for a Grant under this section:
 - 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 (Scotland) Regulations 2009 (“the 2009 Regulations”);
 - the applicant must have made at least £15,000 in sales from shellfish aquaculture products in any one of the years 2017, 2018 or 2019; and
 - the applicant must not have made a gross monthly revenue from sales of shellfish aquaculture products in January, February or March 2021 (as relevant to the application) that exceeds 84.9% of that business’s average monthly gross revenue from sales of shellfish aquaculture products in the reference year.

¹ See definition of “EU Exit” in Annex A.

² See Annex A for definitions of “table producing”, “shellfish aquaculture business” and “trout aquaculture business”.

³ See definition of “undertaking” in Annex A.

- The “reference year” for these purposes is the year in which the business made (and can evidence) its highest gross revenue from sale of shellfish aquaculture products out of the years 2017 to 2019 (inclusive).
- The “relevant month” is the month in respect of which the application is made. This can be January, February or March 2021.
- Applicants are required to supply any relevant accounting information (accounts) and sales invoices for the years 2017 to 2019, covering the full calendar year, to evidence the gross revenue from sales of shellfish aquaculture products for those years.
- Applicants must provide updated accounting information (accounts) and sales invoices for the relevant month.
- Applicants must also provide evidence of their authorisation as an APB.
- The Grant per month will equate to up to 50% of the average monthly gross revenue from sales of shellfish aquaculture products of that undertaking in the reference year, up to a maximum of 84.9% of the average monthly gross revenue from sales of shellfish aquaculture products in the reference year when combined with total sales of shellfish aquaculture products in the relevant month.
- Applications will be accepted immediately in respect of January 2021 and then from 1 March and 1 April 2021 covering February and March 2021 respectively (one application per undertaking per month).
- The maximum grant sum per relevant month in respect of an undertaking⁴ is £13,500 (equating to £40,500 over three months). If an applicant is also eligible for a Grant under the Fund for shellfish vessels, the sum of grants awarded from the Fund is capped at £45,600 per undertaking.

Shellfish businesses with less than £15,000 of sales in 2017 to 2019

- In order to be eligible for a Grant under this section:
 - the applicant must be a table-producing shellfish aquaculture business;
 - the applicant must be currently authorised as an APB under regulation 6 of the 2009 Regulations;
 - the applicant must have made less than £15,000 in sales from shellfish aquaculture products in each of 2017, 2018 and 2019;
 - the applicant’s gross monthly revenue from sales of shellfish aquaculture products in the relevant month must not exceed £1061.25; and
 - the applicant must be able to evidence that they hold market-ready stock that would have enabled them to make sales of shellfish aquaculture products in the relevant month.

⁴ See definition in Annex A.

- The “relevant month” is the month in respect of which the application is made. This can be January, February or March 2021.
- Applicants must provide evidence of market-ready stock. This includes providing invoices for seed/ova relating to market-ready stock on site.
- Successful applicants must be prepared to undergo a site inspection by Marine Scotland.
- Applicants must provide updated accounting information (accounts) and sales invoices for the relevant month.
- Applicants must also provide evidence of their authorisation as an APB.
- The Grant per month will be £1061.25, less the value of any sales of shellfish aquaculture products made by the business in the relevant month.
- Applications will be accepted immediately in respect of January 2021 and then from 1 March and 1 April 2021 covering February and March 2021 respectively (one application per undertaking per month).
- If an applicant is also eligible for a Grant under the Fund for shellfish vessels, the sum of grants awarded from the Fund is capped at £45,600 per undertaking.

Trout businesses with sales of £20,000 or more in 2017 to 2019

- In order to be eligible for a Grant under this section:
 - the applicant must be a table-producing trout aquaculture business;
 - the applicant must be currently authorised as an APB under regulation 6 of the 2009 Regulations;
 - the applicant must have made at least £20,000 in sales from trout aquaculture products in any one of the years 2017, 2018 or 2019;
 - the applicant must not have made a gross monthly revenue from sales of trout aquaculture products in January, February or March 2021 (as relevant to the application) that exceeds 84.9% of that business’s average monthly gross revenue from sales of trout aquaculture products in the reference year.
- The “reference year” for these purposes is the year in which the business made (and can evidence) its highest gross revenue from sale of trout aquaculture products out of the years 2017 to 2019 (inclusive).
- The “relevant month” is the month in respect of which the application is made. This can be January, February or March 2021.
- Applicants are required to supply any relevant accounting information (accounts) and sales invoices for the years 2017 to 2019, covering the full calendar year, to evidence the gross revenue from sales of trout aquaculture products for those years.

- Applicants must provide updated accounting information (accounts) and sales invoices for the relevant month.
- Applicants must also provide evidence of their authorisation as an APB.
- The Grant per month will equate to up to 50% of the average monthly gross revenue from sales of trout aquaculture products of that undertaking in the reference year, up to a maximum of 84.9% of the average monthly gross revenue from sales of trout aquaculture products in the reference year when combined with total sales from trout aquaculture products in the relevant month.
- Applications will be accepted immediately in respect of January 2021 and then from 1 March and 1 April 2021 covering February and March 2021 respectively (one application per undertaking per month).
- The maximum grant sum per relevant month in respect of an undertaking is £13,500 (equating to £40,500 over three months). If an applicant is also eligible for a Grant under the Fund for shellfish vessels, the sum of grants awarded from the Fund is capped at £45,600 per undertaking.

Trout businesses with less than £20,000 of sales in 2017, 2018 and 2019

- In order to be eligible for a Grant under this section:
 - the applicant must be a table-producing trout aquaculture business;
 - the applicant must be currently authorised as an APB under regulation 6 of the 2009 Regulations;
 - the applicant must have made less than £20,000 in sales from shellfish aquaculture products in each of 2017, 2018 and 2019;
 - the applicant's gross monthly revenue from sales of trout aquaculture products in the relevant month must not exceed £1,415; and
 - the applicant must be able to evidence that they hold market-ready stock that would have enabled them to make sales in the relevant month.
- The "relevant month" is the month in respect of which the application is made. This can be January, February or March 2021.
- Applicants must provide evidence of market-ready stock. This includes providing invoices for seed/ova relating to market-ready stock on site.
- Successful applicants must be prepared to undergo a site inspection by Marine Scotland.
- Applicants must provide updated accounting information (accounts) and sales invoices for the relevant month.
- Applicants must also provide evidence of their authorisation as an APB.

- The Grant per month will be £1,415, less the value of any sales made by the business in the relevant month.
- Applications will be accepted immediately in respect of January 2021 and then from 1 March and 1 April 2021 covering February and March 2021 respectively (one application per business per month).
- If an applicant is also eligible for a Grant under the Fund for shellfish vessels, the sum of grants awarded from the Fund is capped at £45,600 per undertaking.

Other Supporting Documentation

All businesses must also provide the following evidence:

- Copy of driving licence or passport of person signing and submitting the application on behalf of the business.

The Scottish Ministers have powers under section 37 of the Aquaculture and Fisheries (Scotland) Act 2007 make grant payments.

Records will be kept of all grant payments. Relevant information on grants provided under the Seafood Producers Resilience Fund will be published on Marine Scotland's and/or the Scottish Government's website.

The grant will be paid as a lump sum by electronic bank transfer.

This is a fast moving environment with new support being announced day by day; if new streams of funding achieving the same outcomes are subsequently announced by the UK or Scottish Governments, then to allow us to redirect that money to other people in need elsewhere in the current emergency, we may ask you to repay some or all of this grant.

If you wish to apply for this Grant on the whole terms and conditions as set out in this application and Annexes, you should complete, sign⁵ and date two copies of the this application form, with the exception of Annex D (the sections to be completed are found in Annexes B and C) and email to Marine Scotland at aquacultureintervention@gov.scot. You should retain a copy of the application for your own records.

Upon successful completion of the application process, we will send you a Grant offer letter, which specifies the Grant amount. You will need to sign and return the Grant offer letter. Payment of the Grant will follow by electronic bank transfer within 15 working days of the signed grant offer letter being returned to Marine Scotland.

Conditions of Grant

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **Annex A** shall have the meanings ascribed to them in that Annex.

⁵ In the event that you are unable to print, sign and scan a copy of the application, you may type your name instead of providing an ink signature.

- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or Annex shall be a reference to a clause, paragraph, subparagraph or Annex of these Conditions. The Annexes are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 The terms of any grant paid shall not be varied except by an instrument in writing signed by both parties.

2. Purposes of the Grant

- 2.1 The Grant is made under the Seafood Producers Resilience Fund.
- 2.2 The purpose of the Grant is to enable otherwise viable undertakings to remain in business through the difficult trading conditions that have arisen as a result of the ongoing COVID-19 pandemic period and the end of the transition period following the UK's withdrawal from the European Union, and for no other purpose whatsoever.
- 2.3 In particular, the grant must not be used for any of the following purposes:
 - the purchase of new vessels;
 - the modernisation or replacement of main or ancillary engines of fishing vessels;
 - any operations increasing the fishing capacity of a vessel or equipment increasing the ability of a vessel to find fish;
 - the construction of new fishing vessels or importation of fishing vessels;
 - the transfer of ownership of a business;
 - to increase export activity beyond pre-COVID pandemic and pre-EU Exit⁶ levels.
- 2.4 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

3. Payment of Grant

- 3.1 Following receipt of a completed application form and verification by the Scottish Ministers that the Grantee meets the eligibility criteria, a Grant award letter will be sent to the Grantee to confirm the Grant awarded. The Grantee must sign and return the Grant award letter to the Scottish Ministers. The Grant may be paid by the Scottish Ministers to the Grantee following the return to the Scottish Ministers by the Grantee of the signed Grant award letter. Seafood Producers Resilience Fund grants are discretionary, and there is no automatic entitlement to any grant.
- 3.2 The amount granted to the Grantee will be calculated on a case-by-case basis, based on the evidence provided by the applicant and any other evidence requested by or held by the Scottish Ministers, in accordance with the relevant eligibility criteria set out above. The grant amount will be capped at a maximum of £13,500 per undertaking, per month of the Fund's operation for three

⁶ See definition in Annex A.

months (i.e. £40,500 overall). Evidence of the Grantee's sales, market-ready stock and gross revenue must be provided with the Application for Grant and detailed in [Annex C](#).

- 3.3 For businesses operating both vessels and aquaculture businesses, total grants under the fund will be capped at £45,600 per undertaking.
- 3.4 The Grantee shall by 31 March 2022 but no sooner than 31 March 2021, submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in [Annex D](#) The statement shall be signed by the Grantee.

4. Change in circumstances and provision of information

- 4.1 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another or change of ownership or control of an undertaking or any aquaculture site.
- 4.2 The Grantee shall inform Marine Scotland in writing of any change in circumstance which may affect the accuracy of the information given whilst this application is being considered by Marine Scotland.
- 4.3 The Grantee shall provide any information to the Scottish Ministers that the Scottish Ministers may reasonably require to satisfy them that the Grantee meets the eligibility criteria and to calculate the Grant sum. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of receipt of this Grant.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the activities funded by this Grant.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Recovery etc. of Grant

6.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that the Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant or if the Scottish Ministers become aware that the Grant (or a portion thereof) was obtained by fraudulent mis-statement or misappropriation.

6.2 The Scottish Ministers may require for the purposes of clause 6.1 any further information from the grantee for auditing whether the eligibility criteria has been satisfactorily met.

6.3 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that the Scottish Ministers consider that an alternative form of support for the Grantee has been made available by the UK Government or the Scottish Government for the purposes of business resilience during the COVID-19 pandemic period or following EU Exit.

6.4 If the Grant (or any part or condition thereof) does not comply with applicable Subsidy Control obligations, the Scottish Ministers may require immediate repayment of the Grant or any part of it, together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

6.5 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 6.1 or 6.3, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

6.6 Notwithstanding the provisions of this clause 6, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 6 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

6.7 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 6.1 to 6.4 shall not be construed as a waiver of such right or remedy.

7. Assignment

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

8. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

9. Corrupt Gifts and Payments of Commission

The Grantee shall ensure that its 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.

10. Continuation of Conditions

These Conditions shall continue to apply for a period of five years after the date of final payment, with the exception of clause 4, which continues to apply for a period of one year following the date of Grant payment.

11. Compliance with the Law

The Grantee shall ensure that they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

12. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

ANNEX A

DEFINITIONS

“**Agreement**” means the agreement of Grant under the Seafood Producers Resilience Fund which comprises:

- (i) the Grantee’s Application;
- (ii) these Conditions;
- (iii) the Scottish Ministers’ offer of Grant following acceptance of the Grantee’s Application; and
- (iv) the Grantee’s acceptance of that offer;

“**Conditions**” means these grant conditions;

“**Data Protection Laws**” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof, and the UK GDPR⁷;

“**EU Exit**” means the end of the transition period following the UK’s withdrawal from the EU, which occurred at 11pm on 31 December 2020;

“**the Fund**” means the Scottish Ministers’ Seafood Producers Resilience Fund;

“**Grant**” means the grant offered by the Scottish Ministers to the Grantee following receipt of an application, as varied from time to time in accordance with these Conditions;

“**Grantee**” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“**Payment**” means payment of the Grant;

“**Shellfish aquaculture business**” means a table producing aquaculture business that produces shellfish;

“**Shellfish aquaculture products**” means shellfish products produced by a shellfish aquaculture business for the table market;

“**Subsidy Control**” means the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU-UK Trade and Cooperation Agreement, World Trade Organisation Membership and commitments arising from international treaties and agreements to which the United Kingdom is a party.”

⁷ The Data Protection Act 2018 and the UK’s General Data Protection Regulation can be accessed at www.legislation.gov.uk.

“Table market” means the market of produce for consumption;

“Table producing” means producing for the purpose of supplying the table market;

“Trout aquaculture products” means trout products produced by a trout aquaculture business for the table market;

“Trout aquaculture business” means a table producing aquaculture business that produces trout;

“UK GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

“Undertaking” means an enterprise or business and includes, for the purposes of this Agreement, all enterprises having at least one of the following relationships with each other:

- (a) one enterprise has a majority of the shareholders' or members' voting rights in another enterprise;
- (b) one enterprise has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of another enterprise;
- (c) one enterprise has the right to exercise a dominant influence over another enterprise pursuant to a contract entered into with that enterprise or to a provision in its memorandum or articles of association;
- (d) one enterprise, which is a shareholder in or member of another enterprise, controls alone, pursuant to an agreement with other shareholders in or members of that enterprise, a majority of shareholders' or members' voting rights in that enterprise.

Enterprises having any of the relationships referred to in points (a) to (d) of the first subparagraph through one or more other enterprises shall also be considered to be a single undertaking.

ANNEX B

DECLARATION OF GRANTS OR PAYMENTS RECEIVED

I confirm that I have received the following funding from public authorities since March 2020. (Please also provide details of any aid applied for but not yet received e.g. where the application is still pending determination.)

| Body providing the assistance/ aid | Value of assistance (€) | Date of assistance |
|--|-------------------------|--------------------|
| SCOTTISH SEAFOOD BUSINESS RESILIENCE FUND | £100k | 12 May 2020 |
| Aquaculture Hardship Fund | £27k | 24 April 2020 |
| | | |

DECLARATION

| | |
|---------------------------------|--------------------------------------|
| Undertaking | Dawnfresh Seafoods Ltd |
| Undertaking Representative Name | [Redacted] |
| Signature | [Redacted] |
| Date | 10th February 2021 |

Please ensure that this page is completed fully, including marking “zero” if no funding has been received. Failure to do this will delay the processing of your application.

ANNEX C

GRANT APPLICATION FORM

On behalf of Dawnfresh Seafoods Ltd I confirm that I understand that any offer made to me by the Scottish Ministers from the Seafood Producers Resilience Fund will be subject to the whole terms and conditions as set out in this application and Annexes and I agree to those terms and conditions. I confirm that Dawnfresh Seafoods Ltd is solvent. I confirm that I hold the relevant signing authority and that I have the relevant authority to nominate the bank account provided below for payment of the Grant. I understand that payment of a Grant is subject to the Scottish Ministers' acceptance of this application, which will depend on eligibility checks.

I understand the information supplied by me will be treated in confidence, but may be submitted for checking against records held by other government departments, other agencies, local authorities and the police, where it is necessary for the purposes of assessing eligibility for grant. For further details how the information you have supplied will be used, please see the Privacy Notice for the Seafood Producers Resilience Fund in [Annex E](#).

I authorise HM Revenue & Customs to provide Marine Scotland with any information relevant to this application, and with any information needed to check the information I have provided. I understand any information provided to HM Revenue & Customs in connection with this may be used by them for the purposes of their statutory purposes.

I confirm that the undertaking which is the subject of this application is experiencing hardship as a result of the current COVID-19 outbreak and EU Exit⁸.

I hereby declare that, to the best of my knowledge and belief, the information given in and evidence supplied with this grant application form is true, complete and accurate.

Signed: **[Redacted]**

Print Name: **[Redacted]**

Position in Organisation of Person Signing: Chairman

Date: 10/02/2021

Place of Signing: Edinburgh

Signed: **[Redacted]**

⁸ See definition in Annex A.

Business details

Trout Farming and Seafood Processing

Aquaculture Production Business
Number

FB0456

If more than one business is owned, please provide details for all other businesses owned or controlled by the undertaking.

Your details

Contact Name

[Redacted]

Contact Email Address

[Redacted]

Contact Number

[Redacted]

Business Details

Business Name and type
of Business

Dawnfresh Seafoods Ltd, Company

(Sole trader, partnership, Company)

Business Address

Bothwellpark Industrial Estate
Uddingston
G71 6LS

Nature of Business
(Shellfish
or trout)

Trout

Business Bank Details

Bank/ Building Society
Account name

[Redacted]

Bank/ Building Society
Account Address

[Redacted]

Account Number

[Redacted]

Sort Code

[Redacted]

The COVID outbreak has had a significant impact on the sale of our trout products. Over 50% of our trout is sold into exports markets.

Whilst Dawnfresh qualifies for the support based on the reduction in sales value required in the eligibility criteria, this does not tell the full story. The biggest impact has not been to sales line (although it has suffered), the biggest impact has been on margins, 1) because of downwards pressure in the salmonids market as all fish farmers / producers look to get stock moving, but also 2) because of the lack of air freight availability, freight costs have tripled in price. This additional freight cost is mainly being borne by the supplier and not capable of passing on to the customer.

[Redacted]

Description of the impact of the COVID-19 outbreak on your business. Please detail the loss of sales of aquaculture products your business has suffered due to the loss of export and domestic markets and your business costs for January 2021.

To assess grant funding and whether your business is operating on a full-time basis, please provide details of gross revenue from sales of aquaculture products of your business.

Gross revenue from sales of aquaculture products in 2017 **[Redacted]**
Gross revenue from sales of aquaculture products in 2018: **[Redacted]**
Gross revenue from sales of aquaculture products in 2019: **[Redacted]**
Gross revenue from sales of aquaculture products in relevant month
January 2021 **[Redacted]**

Further details:
[Redacted]

[Please separately attach the following information for Seafood Producers Resilience Fund eligibility purposes:](#)

- Accounting information (accounts) and sales invoices for 2017, 2018 and 2019, covering the full calendar year, to evidence the gross revenue from sales of aquaculture products in those years;
- Accounting information (accounts), including sales invoices and business costs for the relevant month (January, February or March 2021), up to the date of the application or nearest date where that information is available;
- Evidence of market-ready stock⁹. This includes providing invoices for seed/ova relating to market-ready stock on site.
- Aquaculture Production Business (APB) authorisation; and
- Copy of driving licence or passport of person signing and submitting the application on behalf of the aquaculture business.

Information attached to evidence revenue¹⁰

P12 Management Accounts for each of years 2017,2018 and 2019.
Turnover and Gross Margin breakdowns to show sales and margin levels associated with Trout species
Drivers License of the person signing

⁹ This is only required where the Grantee is a trout aquaculture business that has made less than £20,000 in sales in 2017, 2018 and 2019, or a shellfish aquaculture business that has made less than £15,000 in each of those years.

¹⁰ As referred to in clause 3.2, you must attach evidence of your gross revenue to your application. Please detail the evidence provided in the box.

ANNEX D

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

Seafood Producers Resilience Fund

This is to confirm that the grant claimed by Dawnfresh Seafoods in relation to the Seafood Producers Resilience Fund during the financial year ended 31 March 2022 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant.

Signed:

Name in block capitals: **[Redacted]**

Position: Chairman

Date: 2021

ANNEX E

PRIVACY NOTICE - COVID-19 SEAFOOD PRODUCERS RESILIENCE FUND

Who are we?

Marine Scotland is part of the Scottish Government, responsible for leading the protection of Scotland's coastal waters and seas, and for building sustainable economic growth from Scotland's marine assets.

What data do we collect about you?

The Scottish Ministers have made available a Seafood Producers Resilience Fund to provide emergency support to undertakings carrying on aquaculture business, including sole traders, who have lost all or part of their relevant market due to the COVID-19 pandemic and the change in trading conditions following EU Exit¹¹.

We will collect data about you when you apply to the Seafood Producers Resilience Fund.

We will collect the following data, including personal data, about you and your business to process your application under the Fund: name, address, email address, phone number, bank details, information about the undertaking, financial information (sales invoices and accounting information for 2019 and 2020), copy of passport or driving licence of the individual submitting the application on behalf of the aquaculture business, previously received and pending aid and Aquaculture Production Business (APB) authorisation.

The Scottish Ministers are the data controller in respect of any personal data that you provide when you complete the grant application form for the Seafood Producers Resilience Fund. You can visit our [ICO registration here](#).

Legal basis for processing your data?

The legal basis for processing your data, in relation to assessing the grant application and related activities, is that it is necessary for the performance of a task, which is carried out in the public interest or in the exercise of official authority vested in the Scottish Government (the controller): Article 6(1)(e) of the UK General Data Protection Regulation ("UK GDPR")¹².

The legal basis for processing your data, in relation to public publishing of grant information (see below) is that it is necessary for compliance with a legal obligation to which the Scottish Government (the controller) is subject: Article 6(1)(c) of UK GDPR.

This privacy notice is made under Article 13 of UK GDPR.

¹¹ See definition in Annex A.

¹² EUR 2016/679. The UK GDPR can be accessed at www.legislation.gov.uk

How will we use the data about you?

We will use the data for the purposes of administering the Seafood Producers Resilience Fund, including assessing your grant eligibility and making grant payments under the Seafood Producers Resilience Fund.

Relevant information on grants under the Seafood Producers Resilience Fund will be published on Marine Scotland's and/or the Scottish Government's website. We will therefore publish information, which may include your personal data, including the name and identifier of grant beneficiary, type of enterprise (sole trader, partnership or company), region in which the beneficiary is located, sector of activity, amount of grant, objective of the grant, granting authority and date of grant award. In addition, the Scottish Ministers may be required to publish certain grant information under the Public Services Reform (Scotland) Act 2010. Accordingly, we may publish data about aid granted, which may include your personal data, on the [Marine Scotland](#) section of the Scottish Government website which may include details of the name of grant beneficiary (sole trader, partnership or company), amount of grant and date of award.

For the purpose of audit evaluation, information (including personal data and commercial information) may be shared with other government Marine and Fishery departments in the UK, and other government agencies and their agents including HMRC.

How long will Marine Scotland keep your data?

We keep the data for as long as the Seafood Producers Resilience Fund exists and to enable the full wind up of the process; this will include data associated with your application as specified in the section above.

As with all emergency payments funds, the detailed data you provide to us when you claim, and data provided for other Marine Scotland services are kept after the claim ends for the period necessary for any appeals, reviews and other activity to be completed. Payment records may be kept for longer, usually six years if they are relevant to the tax that you might have to pay.

The Scottish Government (including Marine Scotland) holds different types of data for a variety of different reasons, but we are committed to keep only what we need for no longer than is necessary.

Release of Information Under Freedom of Information (Scotland) Act 2002 and under the Environmental Information (Scotland) Regulations 2004

Marine Scotland may be required to release information, including personal data and commercial information in relation to this Seafood Producers Resilience Fund, on request under the Environmental Information (Scotland) Regulations 2004 or the Freedom of Information (Scotland) Act 2002. However, Marine Scotland will not permit any unwarranted breach of confidentiality nor will we act in contravention of our obligations under UK GDPR and the Data Protection Act 2018.

Access to your personal data and correction

You have the right to request a copy of the personal data that we hold about you. If you would like a copy of some or all of your personal data, please email or write to us at the following address:

<https://www.gov.scot/publications/subject-access-request-form/>

We want to make sure that your personal data is accurate and up to date. You may ask us to correct or remove personal data you think is inaccurate.

Changes to our privacy notice

Marine Scotland will keep this privacy policy under regular review and we will place any updates on our web page. This privacy notice was last updated on 5 February 2021.

How to contact us

Marine Scotland will endeavour to meet the highest standards when collecting and using your personal data. For this reason, we take any complaint we receive about the way in which we handle your data very seriously. Please contact us if you have any questions about our privacy notice or data we hold about you at: marinescotland@gov.scot

Complaints - Scottish Government's Data Protection Officer (DPO)

You can raise any concerns with our DPO. The Scottish Government's DPO is Stuart Gardner and his role is to ensure that Marine Scotland is compliant with data protection laws and to act as a point of contact for data subjects.

You can contact the DPO at the address below:

Data Protection Officer
Victoria Quay
Commercial Street
Edinburgh
EH6 6QQ

Email: DataProtectionOfficer@gov.scot

Appeals

If you have already made a complaint to us and are not happy with the outcome, you have the right to lodge a complaint with the Information Commissioner's Office. The ICO is the supervisory authority responsible for data protection in the UK.

The Information Commissioner
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Tel: 08456 30 60 60

Website: www.ico.gov.uk

You can also report any concerns to the [ICO](https://ico.org.uk) here.

