

## Declaration

Please read the “key terms relating to visitor accommodation support claims” which are set out after these declarations, starting on page 3.

I hereby apply for “**Visitor Accommodation Support**” as set out in this claim:

a) I understand that I must inform the Business Support Team in a timely manner of any change in my circumstances that may change my eligibility for the Visitor Accommodation Support.

b) To the best of my knowledge and belief the information I have provided in this request form is true and complete and I understand that to give false information may render me liable to criminal proceedings and/or upon notification by Business Support Team an obligation to immediately repay all Visitor Accommodation Support (owed as a debt).

c) I understand that in some circumstances I may be required to repay some or all of the support payments I receive under this scheme as described in the section “Key terms relating to visitor accommodation support claims”, and I agree to comply with such requests. Any repayment due shall be owed as a debt with the timing of payment to be made as directed by the Business Support Team.

d) I hereby give consent for the information contained in this form to be shared as set out in the Fair Processing Notice, included in the section “Key terms relating to visitor accommodation support claims”.

e) I confirm that I have also read and agree to the other key terms of this scheme as set out in the section “Key terms relating to visitor accommodation support claims”. For ease of Administration where I am an applicant for both Phase 1 and 2 of the Visitor Accommodation Support Scheme these terms and the terms of this Declaration supersede Phase 1 terms and apply to both Phases.

f) Given the Accommodation Support Scheme has been implemented in extraordinary circumstances I agree that the States of Guernsey may make changes to these terms and the

“Key terms relating to visitor accommodation support claims” from time to time upon no less than five business days’ notice. Any change will be deemed to apply from the outset of the Accommodation Support Scheme unless indicated otherwise. I retain a right of refusal to such change of terms on condition of a full repayment of Accommodation Support to the Business Support Team.

g) The States of Guernsey reserves the right to alter, suspend or revoke the visitor Accommodation Support scheme from time to time.

I confirm to the Policy & Resources Committee of the States of Guernsey that I have read and understood the above and that these terms are contractually binding.

# Key terms relating to visitor accommodation support claims

## Insurance

If a business or other applicant to this scheme has an insurance or other policy under which it is eligible to make a claim for business disruption during any period over which the scheme applies or is calculated (whichever is longer (the “Term”)), it must pursue that claim diligently, and do so as soon as practical. The expected proceeds of any such claim should be advised to Business Support in a timely manner and included in any forecasts or Trading Update provided in connection with this scheme. In order to verify that an insurer is complying with law and any applicable guidance or practice within its jurisdiction in a manner which is equitable to the taxpayer, upon request from Business Support the applicant shall use all reasonable endeavours to provide details of the claim to Business Support in the detail requested and if further requested facilitate direct communication with the insurer.

Where a business receives money under this scheme and ascertains that it is able to make a claim against an insurance or other policy, it must contact Business Support to inform them of their claim and assist with any recalculation of entitlement to scheme funds received or due in a timely manner. Where such recalculation demonstrates the applicant achieving a profit then repayment and/or suspension of future payments shall be made as described below in the sections entitled “Capping of payments” and “Recovery of payments”.

## Provision of information

In order to determine an application, or for the purpose of auditing claims, the scheme may require access to a significant amount of financial information and non-financial records held by businesses. Applicants must provide all the information reasonably requested for these purposes, whether these requests are made in the course of the claim or subsequently. These requests may include the applicant’s annual accounts covering part or all of the scheme Term and which are likely to be first available after the end of the scheme Term. Applicants must retain sufficient records and documentation to be able to comply with these information requests and to evidence the statements made in the course of their claim.

## Periodic reporting

In order to monitor continued eligibility after an initial application, Business Support will require applicants to provide periodic Trading Updates by completion of a standard template. These updates will be requested approximately quarterly during the scheme Term in addition to a Final Update which will be requested shortly after the end of the scheme Term. These updates will include a requirement to provide a profit statement for the

scheme Term, including, where applicable, forecast information for the remaining months to the end of the Term.

### **Failure to comply**

Where an applicant fails to comply with the requirements of this scheme, including those relating to Insurance, Provision of information and Periodic reporting, or where an applicant has knowingly provided false information, the States of Guernsey may suspend future payments, or disqualify the applicant from future support payments and upon notification by Business Support require the immediate repayment of all amounts already paid under the scheme (owed as a debt).

### **Capping of payments**

An important principle of the scheme is that support payments should not contribute to an overall profit in the scheme Term. Business Support will suspend payments where it believes that they would result in the applicant achieving a profit during the scheme Term.

Furthermore, Business Support will require the return of payments made under this scheme to the extent they result in the applicant achieving a profit in the scheme Term, the timing of such repayment to be as notified by Business Support (owed as a debt). For this purpose, the profit calculation shall take into account the expected proceeds of any insurance claim that relates to the scheme Term, whether or not such claim has been finally paid.

Such profit assessments and requests to return payments may be made during or after the end of the scheme Term and may be based on information made available after the end of the scheme Term, such as an applicant's annual accounts covering part of the scheme Term, or information on the proceeds of a business interruption insurance claim relating to the scheme Term.

Business support has the right to exercise reasonable discretion when assessing profits and may adjust the profit calculations provided by applicants and will explain the rationale when doing so. This may include disallowing or adjusting certain expenditure in accordance with its own policies.

### **Recovery of payments**

Where an applicant is required to return payments for any reason, the States of Guernsey reserves the additional right to recover part or whole of the sum by deduction from any future entitlement to support payments under this scheme, including subsequent phases of this scheme. This means, for example, that if an applicant is required to return any payments it has received under phase 1 of this scheme, the States of Guernsey may recover these payments by deduction from the amounts payable to the applicant under phase 2 of this scheme.

For this purpose, the States of Guernsey may recover payments from amounts payable under this scheme to any businesses which is an Affiliate of the applicant where such Affiliate is also an applicant under this scheme or other Government Covid 19 support scheme. This means, for example, that if an applicant is required to return any payments it has received under phase 1 of this scheme, the States of Guernsey may recover these payments by deduction from the amounts payable under phase 2 of this scheme to any other visitor accommodation business which is an Affiliate of the applicant and vice versa. "Affiliate" means:

- (i) a holding company of the applicant, a subsidiary of the applicant, a subsidiary of any such holding company (in any tier and including through intermediary entities or persons), or
- (ii) any other entity or person which (whether directly or indirectly) is under the common control or direction of its management and policies.

### **Transparency of funding**

To ensure transparency the States of Guernsey reserves the right to publish summarised and anonymised information on payments made under Business Support schemes put in place as a result of the COVID-19 pandemic.

### **Tax treatment**

Grants received under this scheme should be treated as taxable income of the business and included in the applicant's normal business tax return.

### **Fair Processing Notice**

The information provided through this form will be processed in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017. For the purpose of your application for the Grant your information may be required to be shared with the SoG Shared Transactional Service Centre, the Revenue Service and Income Support. For more information on how your personal data will be processed for this purpose, please see our fair processing notice which can be found at <https://www.gov.gg/covid19businessguidance>, by emailing [business.support@gov.gg](mailto:business.support@gov.gg) or alternatively a hard copy can be requested by calling 01481 743803 (Mon - Fri, 9am - 5pm).