

Declarations in respect of your Bounce Back Loan

Please find below the list of declarations that you agreed to when taking out your Bounce Back Loan. In your original application form, you ticked each to indicate your agreement.

By submitting this application you are confirming you are eligible and understand the implications of the declarations listed below. You are also confirming that you have authority to submit this application form on behalf of all parties on the account.

With the submission of this loan application, you, the Borrower, declare the following:

1. I/We confirm that my/our business was carrying on its business on 1 March 2020, that I was/we were engaged in trading or commercial activity in the United Kingdom as at the date of this application ⁽⁶⁾ and the business has been adversely impacted by COVID-19.

⁽⁶⁾ Ignoring any temporary cessation due to Covid-19

2. I/We confirm that this is my/our only application for a Bounce Back Loan for this business, and I am/we are not part of a wider group ⁽⁵⁾ which has already received a Bounce Back Loan. I/We confirm that I/we (including as part of a wider group) have not yet obtained, nor am I/are we in the process of applying for, a loan through either the Coronavirus Business Interruption Loan Scheme (CBILS), the Coronavirus Large Business Interruption Loan Scheme (CLBILS), or the Covid Corporate Financing Facility (CCFF) for this business unless those facilities will be refinanced in full by the Bounce Back Loan which I am/ we are now applying for.

⁽⁵⁾ Group is defined as: two or more companies are part of a group when one company: holds 25% or more of the shares or voting rights in another company; or can appoint or remove the directors/shareholders of another company; or exercises influence over the commercial decisions another company or controls it in some other way. Companies are also part of the same group if they are sister companies owned by one or more individuals in common and the companies operate in the same or closely related markets (or the products/services they provide are complementary or would generally be purchased by the same set of customers for the same end use)"

3. I/We confirm that I am/we are not: (a) a bank or building society; (b) an insurance company; (c) public sector organisation, or a state-funded primary or secondary school; or (d) an individual other than a sole trader or a partner acting on behalf of a partnership.

4. I/We confirm at the time of submitting this application, I am/we are not subject to a debt relief order or an individual voluntary arrangement, an undischarged bankrupt nor, if we are applying for the loan as a partnership, in a voluntary arrangement with my/our creditors nor in liquidation, or (in Scotland) subject to a debt payment plan, trust deed - whether protected or not - or an undischarged bankrupt.

5. I am/we are either a company or limited liability partnership incorporated or established in the UK, or I am/we are tax resident in the UK

6. I/We confirm that either: a) I was/we were not a business in difficulty* on 31 December 2019 and that if I am/we are successful in this Bounce Back Loan application⁽⁷⁾, that I/we, together with any other business in my/our group/under my, our common control will not have received more than £711,200 in State Aid since 19 March 2019 under the State Aid Temporary Framework⁽⁸⁾ (or

£106,680 in the case of fisheries and aquaculture businesses, or £88,900 for agriculture business); or
b) That if I was/we were a business in difficulty* on 31 December 2019, that if I am successful in my Bounce Back Loan application⁽⁹⁾: i) For businesses involved in fisheries and aquaculture: I/we together with any other business in my/our group/under my/our common control will not have received more than £26,670 in de minimis State Aid ii) For businesses involved in agriculture: I/we together with any other business in my/our group/under my/our common control will not have received more than £17,780 in de minimis State Aid iii) For businesses involved in logistics: I/we together with any other business in my/our group/under my/our common control will not have received more than £88,900 in de minimis State Aid iv) For all other business: I/we together with any other business in my/our group/under my/our common control will not have received more than £177,800 in de minimis State Aid, in each case during the last three years.

(7) The Bounce Back Loan (including the value of the Business Interruption Payment) constitutes State Aid. The Business Interruption Payment, which covers the interest of 2.5% for year one of the Bounce Back Loan, must be accounted for in this declaration. Please note: If you are active in Fisheries and Aquaculture, Bounce Back Loans are not available for the activities listed in Article 1, Paragraph 1 of European Commission Regulation 717/2014

(8) If you have received de minimis State Aid before, including under the Temporary Framework, you will have received a letter confirming the value of your de minimis State Aid.

(9) The Bounce Back Loan (including the value of the Business Interruption Payment) constitutes State Aid. The Business Interruption Payment, which covers the interest of 2.5% for year one of the Bounce Back Loan, must be accounted for in this declaration. Please note: If you are active in Fisheries and Aquaculture, Bounce Back Loans are not available for the activities listed in Article 1, Paragraph 1 of European Commission Regulation 717/2014

7. I/We confirm that if I was/we were a business in difficulty* on 31 December 2019, the Bounce Back Loan will not (in whole or in part) be used to support export related activities.

8. I/We confirm that if I/we or any member of my/our group receive income from sources other than my/our trading activity, more than 50% of my/our business' income, together with that of any member of my/our group, is derived from my/our business trading activity ⁽¹⁰⁾.

(10) This does not apply to charities or further education colleges

9. I/We undertake to use the credit granted on the basis of this agreement only to provide economic benefit to my/our business, for example, providing working capital, or investing in my/our business. I/We also confirm that the Bounce Back Loan will be used wholly for business purposes and not personal purposes.

10. I/We have reviewed and understood the costs associated with repayment of the loan, that is, the principal and interest and repayment of capital during the period beginning from the second year of the loan until its expiry five years later. I/We confirm that I am/we are able and intend to complete timely repayments in future. In addition, I/we understand that the 100% guarantee that is provided by the government under this scheme is to cover any losses made by the lender, and does not cover losses that I/we might suffer if I am/we are unable to meet my payment obligations for which I/we remain fully liable. I/We understand that if I am/we are unable to meet my/our payment obligations, this could have a negative impact on my credit score, which may reduce my ability to access further lending in the future.

11. I/We understand that, while the prohibition of personal guarantees under the Bounce Back Loan Scheme fully protects the personal assets of owners and directors of limited liability companies, if I

am/we are a sole trader or partnership my/our personal assets may be at risk, should I/we fail to complete loan repayments as per the loan agreement with the lender. Per the terms of the Bounce Back Loan Scheme, neither the lender nor the government as guarantor will seek to enforce the loan against my/our main home or main vehicle.

12. I/We understand that this loan, made under the Bounce Back Loan Scheme, is not subject to the usual consumer protections that apply to business lending and as such I/we will not have the benefit of the protection and remedies that would otherwise be available to me/us under the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974.

[Financial Services and Market Act 2000 and the Consumer Credit Act 1974](#)

13. I/We understand that the lender will not conduct any form of credit or affordability check and accepts no responsibility, whether arising in contract, tort (including negligence) or otherwise, for my/our decision to borrow. I/We also understand that the lender may register its Bounce Back Loan with credit reference agencies, and that my credit rating may be affected by any failure or delay in repaying.

14. I am/We are aware that, if I am/we are in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we should seek independent legal advice. I/We acknowledge that the lender is not responsible for informing me/us about these consequences.

[Financial Services and Market Act 2000 and the Consumer Credit Act 1974](#)

15. I/We make the [Data protection declaration](#) and, if relevant have provided notice of data processing to relevant individuals.

16. For loan applications being submitted on behalf of limited companies, unincorporated associations, charities, or partnerships: I/We declare that I/we are submitting this form in accordance my/our company / partnership / charity / unincorporated association signing mandate.

17. I/We recognise that by providing information that is inaccurate or incomplete in any material particular, I/we may be regarded as attempting to gain, or gaining, a financial advantage dishonestly and as such will be liable to criminal prosecution for fraud under the Fraud Act 2006 (or equivalent law in Scotland) (for which the penalties include imprisonment or a fine or both), as well as to the forfeiture of all loan proceeds together with interest and court costs.

18. I/We confirm that the information provided in this application is complete and accurate.

*As defined by EU Regulation 651/2014, a business is considered in a difficulty if it met any one of the following criteria on 31 December 2019:

a) Individuals or companies that have entered into collective insolvency proceedings;

b) 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);

c) 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);

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

e) 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

SMEs are defined as a business with less than 250 employees and either (a) a turnover of less than £44.45m or (b) a balance sheet of less than £38.22m