

## Ayr Train Station Closure – Business Relief Fund

This fund is for South Ayrshire businesses experiencing immediate financial challenges as a result of the Ayr Station Hotel Fire and resulting closure of Ayr Train Station and Ayr Station Bridge. This fund is finite and therefore we intend to support the businesses most in need. It is mandatory to complete **ALL** sections of this form or your application will be invalid.

### Contact Details

First Name	
Last Name	
Email Address	
Tel (Landline)	
Mobile	

### About your Business

**'Legal' name of business \***

\*The formal 'Legal' name of the business used with e.g. HMRC, Companies House, etc.

**'Trading' name of business (even if the same as above) \***

\*The name you use on a day to day basis.

When did your business start trading (MM/YY)?

**What is your business type?**

Limited Company		Social Enterprise	
Sole Trader/Self-employed/Freelancer		Community Interest Company	
Partnership		Trust	
SCIO			

Company Registration No. (if applicable)

Or

Unique Tax Reference Number

Please confirm if you were trading on 25 September 2023                      Yes                      No

**Please describe your business e.g. What is the main income stream?  
Describe your core trading activity e.g. Takeaway food provider, hairdresser, café, etc.**

Including yourself, how many people does your business employ?

Please fully describe how the Ayr Station Hotel Fire is impacting on your business. (Please Note: You may be requested to supply further documented evidence of loss of sales)

Business address

Street Number

Name of Property

Street

Town

Postcode

Are your business premises registered for non-domestic rates?      Yes      No

If Yes, please confirm rateable value of premises

Link to business website or alternative online social media

**For BACS Payments please provide Company Bank Details:**

Business bank name  
and branch address:

Account Name

Sort code:

Account No:

## Please confirm all of the statements below

Please note your application will not be accepted if you answer False to any of the statements below. Any fraudulent claims will be subject to investigation. You must answer every statement. Failure to do so will mean your application will be invalid.

My business was trading on 25 September 2023 (i.e. was not in administration, insolvent or subject to a striking off notice)	True	False
I/We intend to continue trading for the remainder of the tax year 2023-24	True	False
My business has fewer than 250 employees	True	False
I/We have read and agree to the Terms and Conditions (see pages 7-9)	True	False

## Supporting Documentation

Please provide the following information as part of the application process. All supporting information must be in the right format to be submitted electronically.

### ALL APPLICANTS

I confirm I am supplying all of the following:

Copy of photographic proof of identity (e.g. valid passport or driving licence, including provisional driving licence)	
Proof of business address (e.g. full page of a recent Rates bill or utility bill.	
Bank statement (Covering the months of September 2023 and October 2023, clearly showing Bank Account Name, Account Number and Sort Code), which must clearly show evidence of business transactions.	

Depending on the legal status of your organisation, please include:

#### For Limited Companies

Companies House Certificate of Incorporation or Companies House registration number

#### For Sole Trader/Self-employed/Freelancer

A recent screenshot or photo of your business tax account page from the HMRC portal clearly showing your full name and Unique Taxpayer Reference number. OR another form of official communication from HMRC with your name and UTR shown

#### For Partnership:

Partnership agreement      AND

HMRC registration

#### For SCIO, Social Enterprise, Community Interest Company, Trust:

Constitution documents, HMRC registration or VAT registration document

**Applications which contain inaccurate information or data that we are unable to authenticate will be rejected.**

## Declaration

I confirm that all the information contained in this application form is correct and understand that if this is found not to be so at any later stage any grant award will be cancelled and my organisation will immediately repay any monies that may have been paid with regard to this application. In such an event my organisation will be totally responsible for the payment of any fees due.

Name:..... Date:.....

Job title:.....

Organisation:.....

Please return completed form to: [ASC@south-ayrshire.gov.uk](mailto:ASC@south-ayrshire.gov.uk)

In the subject line of your email, please state - 'ASC Application' , followed by your name and your business name.

Please remember to attach all required documentation - your application cannot be processed without this.

## This section is for official use only

Check A complete:	Yes	No	Further Info
Check B complete:	Yes	No	Further Info
Check C complete:	Yes	No	Further Info
Check D complete:	Yes	No	Further Info
Check E complete:	Yes	No	Further Info
Check F complete:	Yes	No	Further Info
Check G complete:	Yes	No	Further Info

Further information request:

Area 1

Area 2

Recommended grant value

Notes:

This organisation has been assessed by:

Advisor Name:.....

Date:.....

## Terms & Conditions

The following terms and conditions will apply to any Applicant (defined below) making an Application for a Grant (all terms defined below)

### 1. Definitions

#### 1.1 Definitions

In these terms and conditions unless the context otherwise requires, the following words and expressions shall have the following meanings:-

**“Applicant”** means the applicant business applying to the Council for a Grant in relation to these terms and conditions;

**“Application”** means any document or information sent to the Council by an Applicant in support of their request for a Grant;

**“Council”** means South Ayrshire Council;

**“Grant”** means the amount of business grant which will be notified via email;

**“Permitted Use”** means the carrying on of the business operated by the Applicant;

**“Terms and Conditions”** means these terms and conditions of grant.

#### 1.2 Interpretation

1.2.1 A reference to any enactment, order, regulation, Statutory Instrument, or the like, shall include references to any amendment, replacement, consolidation or re-enactment of the same.

1.2.2 Words imparting the masculine gender include the feminine gender, words in the singular include the plural and words importing individuals shall be treated as including bodies corporate, unincorporated associations and partnerships and, in each case, vice versa.

1.2.3 Clause headings are for convenience only and shall not be taken into account in the construction or interpretation of these Terms & Conditions.

### 2. Eligibility for Grant

2.1 Applicants shall provide details and evidence of the following in order to be eligible for the Grant:-

2.1.1 The identification and residence of an authorised owner, partner or director of the Applicant business in the form of photographic proof of identity;

2.1.2 A legitimate business bank account in the name of the Applicant business;

2.1.3 The trading and registered address of the Applicant business, which shall be within the Council area;

2.2 The Council shall be entitled to withhold the advance of the whole or any part of the Grant in the event of the Applicant owing any sum or otherwise being in debt to the Council.

2.3 Businesses involved (whether directly or indirectly) or associated with any of the following commercial models and purposes will not be eligible for the Grant:-

2.3.1 Pornography or other ventures of an overt sexual nature;

2.3.2 Multi level marketing and pyramid selling;

2.3.3 Gambling;

2.3.4 Politics;

2.3.5 Religion;

2.4 Without prejudice to the generality of clause 2.3, the Council reserves the right to refuse Applicant businesses which the Council deem, in its sole discretion, may bring South Ayrshire Council into disrepute.

### **3. Grant**

3.1 The Grant shall be used only for the Permitted Use and for no other purpose. The Grant is not transferable.

3.2 Grants are discretionary and the Council reserves the right to refuse any Application at its sole discretion. Further, the Council reserves the right to vary the amount of Grant awarded at its sole discretion.

### **4. Monitoring**

4.1 Applicants shall provide to the Council upon written request any progress reports and financial or other information and records reasonably needed from time to time in relation to the Grant.

4.2 Applicants shall comply with the Council's systems for monitoring, evaluating and auditing the operation of the Grant upon being given reasonable notice by the Council. The Council will advise the Applicant about the systems for monitoring, evaluating and auditing in use.

### **5. Repayment of Grant**

5.1 The Applicant shall repay the Grant in full on demand if any of the following events occur:-

5.1.1 The Applicant is found to have made any fraudulent or misleading statement or misrepresentation in any material particular in connection with the application.

5.1.2. The Council considers that no reasonable effort on the part of the Applicant has been made to trade.

5.1.3. The Applicant fails to comply with or contravenes the Terms and Conditions.



## **6. Interest**

6.1 Interest will accrue and shall be payable by the Applicant to the Council on all sums due to the Council in relation to these terms and conditions at the rate of four per centum per annum above the base rate or rates for the time being of the Royal Bank of Scotland from the date the same falls due until paid.

## **7. Publicity**

7.1 The Council may make the purpose and amount of the Grant public in whatever way they consider appropriate.

## **8. Subsidy Control-Minimum Financial Assistance**

8.1 The Grant is awarded as Minimum Financial Assistance (MFA) under section 36(1) of the Subsidy Control Act 2022 and the Applicant is the entity engaged in an economic activity for the purposes of the said Act.

8.2 The Applicant has not exceeded the MFA financial threshold and will retain details of these Terms and Conditions and the Grant for 3 years from the date on which the Grant is completed for production on request to other public bodies providing public funds in the UK.

## **9. Governing Law and Jurisdiction**

9.1 The construction, validity and performance of these terms and conditions shall be governed by Scots law and the Council and the Applicant irrevocably submit to the exclusive jurisdiction of the Scottish

I have read and agree to the terms and conditions above