



## Dairy Response Fund Application Form

The Dairy Response Fund (DRF), administered by the Rural Payments Agency (RPA), has been set up to help support fixed business costs of certain English Dairy Farmers whose businesses have been affected by the coronavirus (COVID-19) pandemic. All payments received through the fund are made under s.8 of the Industrial Development Act 1982 (as amended) and the Covid-19 Temporary State Aid Framework for UK Public Authorities (as amended).

### Data Protection

The Department for Environment, Food and Rural Affairs (Defra) is the data controller for personal data you give to RPA. For information on how we handle personal data go to [www.gov.uk](http://www.gov.uk) and search 'Rural Payments Agency personal information charter'.

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### Section A

I have read the Dairy Response Fund guidance, completed the eligibility calculator at section 2 of the guidance and I believe I am eligible to apply (please tick)

**Important note:** by completing this application form, you agree to the conditions set out at section G of this form. It is important that you read these conditions before submitting your application.

To apply, please complete all parts of the application form, type your name in the declarations at sections E and F of this form and email the completed form to [dairyresponse@rpa.gov.uk](mailto:dairyresponse@rpa.gov.uk)

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### Section B – Contact information

1) Business name and address of applicant:

2) Name and address of main contact:  
(if different from 1)

Postcode:

Postcode:

Telephone number:

Telephone number:

Alternative telephone number:

Alternative telephone number:

Email address:

Are you registered as a business with RPA?    Yes    No

If the answer is 'No', read about [registering and updating your details](#) in the Rural Payments service. You must be registered in the Rural Payments service before RPA can make a payment to you.

Please enter at least one of the following reference numbers:

Firm Reference Number (FRN):      Single Business Identifier (SBI):      Trader Registration Number (TRN):

## Section C – Purchaser details

Purchaser's name:

Purchaser's address:

Your reference number  
with the purchaser:

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## Section D – Prices and production figures

Please tick the boxes below to confirm that you have supplied milk statements covering all the full calendar months.

February

April

May

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## Section E – Confirmation of other aid received under the Covid-19 Temporary Framework for UK Authorities and Undertaking in Difficulty status

Please read annexes 1 and 2 of the accompanying guidance before completing this information and signing the declaration below.

I confirm that I have received the following aid under measures approved within the European Commission's Temporary Framework between March 2020 and December 2020.

I confirm that my undertaking was not in difficulty (within the meaning of Article 2(18) of the General Block Exemption Regulation) on 31 December 2019.

I confirm that this declaration will be retained for 4 years after the conclusion of the UK's transition from the EU and agree to produce it on any request from the UK public authorities or the European Commission.

Body providing the assistance	Name of assistance scheme	Value of assistance (€ or £)	Date of assistance	Does the assistance relate to your agricultural business? (Yes/No)

Have you applied for a grant from the Local Authority Discretionary Grants Fund?    Yes    No

If the answer is 'Yes', please complete the details below:

Name and address of Local Authority:	Contact telephone number:
	Contact email:
	Application reference:

Typed name:

Role of signatory:  
(Partner/director/agent etc.)

Date:

## Section F – Compliance and eligibility declaration

By signing this form below:

I confirm that I am a person named in the above business, in the case of a limited company an officer of the company, and I am authorised on behalf of those other persons, to make this application.

I declare that the information given in this application is true, accurate and complete, to the best of my knowledge and belief.

I understand that all Dairy Response Fund (DRF) payments are discretionary and there is no automatic entitlement to any payment.

I know of no reason why I should not be granted a DRF payment.

I confirm that I have considered the eligibility criteria. I believe that I meet the criteria set out and I agree to the Conditions below which set out the basis on which any payment is made.

I undertake to inform RPA in writing as soon as reasonably practicable, and in any event within 14 days, of any change in circumstance which may affect the accuracy of the information that I have provided in support of this application.

I consent to my purchaser providing information to RPA to validate my claim.

I understand that a payment may be withheld or any paid monies recovered if it is found to have been obtained by fraud, if the information I have submitted is not correct, if I am not eligible to receive it under the terms of this scheme, if the monies are not used for the purpose for which they were granted, or if any condition of a payment is not complied with.

Typed name:

Role of signatory:  
(Partner/director/agent etc.)

Date:

**Please check that you have completed all questions. You must keep a copy for your records, in accordance with Condition 14.2.**

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## Section G – Conditions attaching to any payment under the Dairy Response Fund

### 1. Definitions and Interpretation

1.1 In these Conditions, the words and expressions shall have the following meanings:

**“Applicant”** means the person, organisation or body who applies for financial assistance from the Fund.

**“Arrangement”** means the terms that govern the basis on which any Payment is made from the Fund as set out in the Applicant’s Application and these Conditions.

**“Conditions”** means these conditions set out in clauses 1 – 14 below.

**“COVID-19 pandemic period”** means the period of time during which, and for a period of up to six months afterwards, the provisions of the Coronavirus Act 2020 or measures under the Health Protection (Coronavirus, Restrictions) (England) Regulations 2020 (No.350) are in force.

**“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 including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the General Data Protection Regulation (EU) 2016/679.

**“Fund”** means the Dairy Response Fund administered by RPA and established by the Secretary of State under section 8 of the Industrial Development Act 1982 and the Covid-19 Temporary State Aid Framework for UK Public Authorities.

**“Payment”** means a payment made to the Applicant under the Fund.

**“RPA”** means the Rural Payments Agency.

- 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 or Annex shall be a reference to a clause of these Conditions.
- 1.5 These conditions shall not be varied except by an instrument in writing signed by both parties.

## **2. Purposes of Payment**

- 2.1 The Payment is a one-off payment made through the Fund to provide financial assistance to the Applicant for loss suffered during the course of April and May 2020 on account of the Covid-19 pandemic.
- 2.2 The Applicant agrees to use the Payment to support the fixed business costs of its operations as a producer of cows' milk.
- 2.3 No part of the Payment shall be used either directly or in conjunction with any other association, or body, or otherwise indirectly, in the furtherance of political objects or appearing to be designed to affect support for a political party whether registered or not.

## **3. Payment**

- 3.1 Any payment is at all times discretionary and there is no automatic entitlement to financial assistance through the Fund.
- 3.2 A Payment may only be paid to the Applicant following receipt of an application form which has been duly completed and signed by the Applicant and verification by RPA officials that the Applicant meets the eligibility criteria.

## **4. Change in circumstances**

The Applicant shall immediately, and in any event within 14 days, inform RPA in writing of any change in circumstance which may affect the accuracy of the information given.

## **5. Confidentiality and Data Protection**

- 5.1 The Applicant will respect the confidentiality of any commercially sensitive information that they have access to as a result of receipt of this Payment.
- 5.2 Notwithstanding the above, the Applicant may disclose any information as required by law or judicial order. All information submitted to the RPA may need to be disclosed and/or published by the Department for Environment, Food and Rural Affairs (DEFRA) and/or any other department, office or agency of Her Majesty's Government. Without prejudice to the foregoing generality, Defra may disclose information in compliance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004, other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the RPA may also disclose all information submitted to it to the United Kingdom Parliament or any other department, office or agency of Her Majesty's Government and their servants or agents. When disclosing such information it is recognised and agreed by both parties that RPA shall, if it sees fit, disclose such information but are unable to impose any restriction upon the information that it provides to Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of an Arrangement.
- 5.3 The Applicant must comply at all times with its obligation under the Data Protection Laws.
- 5.4 Data Protection - The Department for Environment, Food and Rural Affairs (Defra) is the data controller for personal data you give to RPA. For information on how we handle personal data go to [www.gov.uk](http://www.gov.uk) and search 'Rural Payments Agency personal information charter'.

## **6. Recovery etc. of Fund**

- 6.1 RPA may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Payment or any part of it in the event that:
  - (a) RPA considers that any change or departure from the purposes for which the Payment was awarded warrants an alteration in the amount of the Payment;
  - (b) RPA become aware that the Payment has been obtained by fraud or that the information contained in the application was not correct in any material particular;
  - (c) RPA become aware that the Applicant is not eligible to receive the Payment;

(d) the Applicant breaches the Conditions.

- 6.2 RPA may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Payment or any part of it in the event that it considers that an alternative form of support for the Applicant has been made available by the UK Government and provided to the Applicant (a) during the COVID-19 pandemic period which would result in non-compliance with the EU's Temporary State Aid Framework, or (b) which may cover the same loss or expenditure as the Payment.
- 6.3 RPA may conduct an evaluation of the scheme, for the purpose of assessing the effectiveness of spending public funds. This may involve Defra or persons appointed by Defra, contacting the Applicant who must co-operate with any requests for additional information.
- 6.4 RPA may require immediate repayment of the Payment or any part thereof if it considers that it is required to recover such sum in order to ensure compliance with its legal obligations under state aid rules.
- 6.5 In the event that the Applicant becomes bound to pay any sum to the RPA in accordance with this clause 6, the Applicant shall pay RPA the appropriate sum within 30 days of a written demand for it being given by or on behalf of RPA to the Applicant.
- 6.6 Any failure, omission or delay by RPA in exercising any right or remedy to which they are entitled to exercise in relation to any Payment shall not be construed as a waiver of such right or remedy.

## **7. Audit**

If requested by RPA, the Applicant will provide RPA with independent assurance that the Payment has been used appropriately by providing the Authority with access to its records of accounts and activities and evidence of expenditure.

## **8. Monitoring and Reporting**

- 8.1 The Applicant shall notify RPA as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under the Arrangement.
- 8.2 The Applicant shall provide RPA with any assistance and information reasonably requested by the RPA to establish whether the Applicant has used the Payment in accordance with the Arrangement.

## **9. Dispute resolution**

The Parties will use all reasonable endeavours to resolve in good faith any dispute that arises in connection with the Arrangement.

## **10. Continuation of Conditions**

These Conditions shall continue to apply for a period of 3 years after the date that a Payment is made, with the exception of Condition 14.2 which shall continue to apply for four years from IP completion day<sup>1</sup> (as defined in the European Union (Withdrawal Agreement) Act 2020).

## **11. Compliance with the Law**

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

## **12. Governing Law**

The Arrangement is governed by the laws of England and the parties hereby submit the exclusive jurisdiction of the courts of England.

## **13. VAT**

If VAT is held to chargeable in respect of the Arrangement, all payments shall be deemed to be inclusive of all VAT and RPA shall not be obliged to pay any additional amount by way of VAT.

## **14. State aid obligations**

- 14.1 The Applicant must disclose the amount of the Fund that the Applicant has received to any public authority in the United Kingdom or the European Union on request.
- 14.2 The Applicant must retain a copy of the completed Application and Annex 1 (State aid conditions) to the accompanying guidance for four years from IP completion day<sup>1</sup> (as defined in the European Union (Withdrawal Agreement) Act 2020) and produce them on request from any public authority in the United Kingdom or from the European Commission.

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<sup>1</sup> IP Completion day: 31 December 2020 at 11pm, unless amended by further regulation (as defined in section 39 of the European Union (Withdrawal Agreement) Act 2020, section 39(1) to (5))