



BOUNCE BACK LOAN SCHEME TOP-UP APPLICATION FORM

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You can complete this form by typing directly into the form fields using Adobe Acrobat Reader. If you don't have this software [you can download it for free here](#). When this is completed, please send it via email to the following mailbox FM-047368@rbos.co.uk. Your commercial or private banker will review the information provided and follow up with you as required. If you have any queries, or are having any problems completing this form, please contact your commercial or private banker. NOTE: If you need more space to answer any questions, please use a separate document and send it to us with this form.

Bounce Back Loan – Top-Up Key Features

- If you have borrowed less than 25% of the annual turnover you stated on your original Bounce Back Loan application form, you are eligible for a Top-Up to 25% of turnover, subject to an overall cap of £50,000. You may only apply for a Top-Up once.
- An interest rate of 2.5% per annum applies on the Top-Up. This is the same interest rate which applies to your existing Bounce Back Loan.
- Government covers the interest on the Top-Up up to the date on which the original interest free period on your existing Bounce Back Loan expires (i.e. 12 months after the initial draw-down of the original loan amount).
- No repayments are required up to the date on which the capital repayment holiday on your existing Bounce Back Loan expires (i.e. 12 months after the initial draw-down of the original loan amount).
- The term of the Top-Up will expire on the same date as the term of your original Bounce Back Loan.

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Section 1 – Top-up Loan

How much would you like to borrow as a Top-Up to your existing Bounce Back Loan?

Please note that the total amount you wish to borrow when combined with your original Bounce Back Loan amount must be no more than 25% of annual turnover as certified in your original Bounce Back Loan application form. This is subject to an overall cap on the combined value of the original Bounce Back Loan and the Top-Up of £50,000. The minimum borrowing amount for a Top-Up is £1000.

As part of the Top-Up, the Government is offering a Business Interruption Payment which will cover your interest payments up until the expiry of the interest-free period on your original Bounce Back Loan (that is, 12 months from the initial draw-down date of your original Bounce Back Loan). The government will pay the Business Interruption Payment directly to your lender. Please confirm that you are content to agree to this Business Interruption Payment¹.

Yes, I confirm that I agree to the Business Interruption Payment.

Section 2 – State aid

Did you confirm in your original form that your business was already a business in difficulty² on 31 December 2019?

Yes

No

If you selected yes, please also complete the **State Aid form**.

If you selected no, please go to **Section 3**.

¹ Please note: for the purposes of questions in this form and the State Aid form which ask about the amount of State Aid received, you will need to take into account both the value of the original loan, the top-up applied for and the value of the Business Interruption Payment (covering interest for a period of 12 months from the initial draw-down date of your original Bounce Back Loan).

² 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:

- Individuals or companies that have entered into collective insolvency proceedings;
- 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);
- 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);
- 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;
- 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 75; 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.

Section 3 - Declarations

With the submission of this application for a Top-Up, you, the Borrower, declare the following:

- 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.
- I/We confirm that (other than any previously unsuccessful application) this is my/our only application for a Top-Up for this business, and I am/we are not part of a wider group which has already received or is in the process of applying for a Top-Up. 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 Top-Up which I am/we are now applying for.
- 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, or have applied for or are in the process of dissolving (including applying for, or having made an application for, or taken any other steps for a dissolution of my/our business 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.
- I/We confirm that either:
 - I was/we were not a business in difficulty on 31 December 2019 and that if I am/we are successful in this Top-Up application³, 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 Framework⁴ (or £106,680 in the case of fisheries and aquaculture businesses, or £88,900 for agriculture businesses); or
 - That if I was/we were a business in difficulty on 31 December 2019, that, if I am successful in my Top-Up application⁵:
 - 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
 - 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
 - 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
 - For all other businesses: 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.

³ The Top-Up (including the value of the Business Interruption Payment) constitutes State Aid. 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](#).

⁴ If you have received State Aid before, including under the Temporary Framework, you will have received a letter confirming this amount. The amount of your original Bounce Back Loan and Business Interruption Payment is State Aid.

⁵ The Top-Up (including the value of the Business Interruption Payment) constitutes State Aid. 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](#).

5. I/We confirm that if I was/we were a business in difficulty on 31 December 2019, the Top-Up will not (in whole or in part) be used to support export related activities.
6. I/We undertake to use the Top-Up 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 Top-Up will be used wholly for business purposes and not personal purposes.
7. I/We understand that in borrowing the Top-Up, the overall amount of my Bounce Back Loan will increase. I/We have reviewed and understood the costs associated with repayment of the increased loan, that is, the principal and interest and repayment of capital during the period beginning from the second year of the original Bounce Back 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.
8. 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.
- 9. I/We understand that this Top-Up, 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.**
- 10. 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.**
11. 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.
12. I/We make the data protection declaration (annexed below) and, if relevant have provided notice of data processing to relevant individuals.
13. For Top-Up 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 with my/our company/partnership/charity/unincorporated association signing mandate.
14. 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.

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

Section 4 - Borrower's Signature(s)

Please sign below and submit the form. In signing, I/we confirm that I/we have authority to bind my/our organisation to this agreement, noting that personal liability may exist if I/we apply without such authority. You will need to supply the following details from all signatories on the mandate.

Client signature	Client signature
Name	Name
Position	Position
Date	Date
Telephone number	Telephone number
Mobile number	Mobile number
Email address	Email address

Data Protection Declaration (referred to above)

I/We, acknowledge in relation to the Bounce Back Loan Scheme application and the Top-Up application that personal data provided in my/our application forms shall be collected by the Lender and the British Business Bank plc, both of whom are data controllers, and used in the following ways:

- (A) The Lender's processing of my personal data shall be carried out in accordance with the Lender's Privacy Notice: www.coutts.com/privacy
- (B) The British Business Bank's processing of my personal data shall be carried out in accordance with the British Business Bank Privacy Notice: british-business-bank.co.uk/privacy-notice
- (C) Being communicated to each of:
- the Secretary of State for Business, Energy and Industrial Strategy its agents and auditors (the "**Guarantor**");
 - the British Business Bank plc, any affiliate of the British Business Bank plc and any of their advisers, agents or contractors including professional advisers and consultants, auditors and advisers carrying out due diligence;
 - processing agents, fund managers, delivery partners and companies providing services to the British Business Bank and its affiliates;
 - Government departments and Devolved Administrations (including but not limited to the National Audit Office, Office for National Statistics, HM Treasury and the Department for Business, Energy and Industrial Strategy) and other politicians or government members (i.e. ministers);
 - The European Commission,
 - the Lender's own group and relevant third parties.

(the "**Guarantor Relevant Parties**");

(D) Being used by the Guarantor and any Guarantor Relevant Parties:

- for analytical and administrative purposes;
- to contact me in connection with the Bounce Back Loan and the Top-Up;
- to evaluate the effectiveness of the Bounce Back Loan Scheme including the Top-Up;
- for the prevention and detection of fraud or other financial crimes.

(E) If a Top-Up is made available to me/us by the Lender being retained by the relevant recipient for a minimum of ten (10) years after the initial drawdown date of such Top-Up.

BOUNCE BACK LOANS STATE AID FORM

Please complete this form only if instructed to do so by the instructions in Section 2 of the main Top-Up application form.

If your business operates in fisheries or aquaculture¹, agriculture, or logistics, please go to Section 2. If you are in any other sector, please complete Section 1 only.

Section 1 – General State Aid Questions

1. What is the value of the Top-Up you are seeking under the Bounce Back Loan scheme?

2. What is the value of your original Bounce Back Loan?

3. Have you or any other company in your group of companies or under common control with your company received any de minimis State Aid before? If so, what is the value? (Note: if you have received de minimis State Aid before, you will have received a letter confirming the value of your de minimis State Aid)

Yes (please state value) No

4. Can you confirm that the combined value of your answers to 1, 2 and 3 is less than £177,800?

Yes (please state value) No

5. Can you confirm that you are not seeking the Top-Up in relation to the establishment and operation of a distribution network or to other current expenditure linked to an export activity?

Yes (please state value) No

If you answered no to Q4 or Q5, unfortunately you are not eligible for a Top-Up.

¹ Please note: Bounce Back Loans are not available to businesses active in the activities listed in Article 1, Paragraph 1 of [European Commission Regulation 717/2014](#)

Section 2 – Sector-specific Questions

6. What is the value of the Top-Up you are seeking under the Bounce Back Loan Scheme?

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7. What is the value of your original Bounce Back Loan?

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8. Have you or any other company in your group of companies or under common control with your company received any de minimis State Aid before, during the last three years, if so what is the value? (Note: if you have received de minimis State Aid before, you will have received a letter confirming the value of your State Aid).

Yes (please state value) £ £ £ £ £ £ £ No

9. **For businesses involved in fisheries and aquaculture**, is the combined value of 6, 7 and 8 less than £26,670?

Yes (please state value) £ £ £ £ £ £ £ No

10. **For businesses involved in agriculture**, is the combined value of 6, 7 and 8 less than £17,780?

Yes (please state value) £ £ £ £ £ £ £ No

11. **For businesses involved in logistics**, is the combined value of 6, 7 and 8 less than £88,900?

Yes (please state value) £ £ £ £ £ £ £ No

If you answered no to any of questions 9, 10, or 11, unfortunately you are not eligible for support under the Bounce Back Loan Scheme.

LEGAL INFORMATION

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