

# COVID – 19: UNEMPLOYMENT SUBSIDY SCHEME

## Overview – Frequently Asked Questions

Please note: this document is only a summary of aspects of the *Unemployment Subsidy Scheme*. The full terms of that Scheme are set out in the *Guidance Notes and Application Form* below and prospective Claimants should have regard to these when submitting their claim.

### The COVID-19: Unemployment Subsidy Scheme

On 17 April 2020, FIG announced a package of additional measures to provide financial support to businesses and employees affected by the COVID-19 crisis. As part of those measures, FIG established a new **COVID-19: Unemployment Subsidy Scheme** (the **Scheme**) which is targeted at former employees who have lost their jobs (or had a job offer which they have accepted, withdrawn) as a result of the crisis.

Please note: If you have not been dismissed on account of the Covid-19 crisis but instead been placed on short-time working or furlough, you will not be eligible for support under this Scheme. However, if your employer so agrees, you may qualify for support under the *Job Retention (Furlough) Scheme*. Please discuss with your employer whether support under that Scheme is available. More information on the **Job Retention (Furlough) Scheme** can be accessed at [www.fig.gov.fk/covid-19](http://www.fig.gov.fk/covid-19).

If you were not previously in employment but were self-employed, you would not be entitled to claim support under this Scheme. Instead, support may be available under the **Income Supplement Scheme**, details of which can be accessed at [www.fig.gov.fk/covid-19](http://www.fig.gov.fk/covid-19).

### How long is the Scheme in effect?

This Scheme has an effective start date of 20<sup>th</sup> March 2020. This means that if you are eligible to claim under this Scheme and lost your job (or had a job offer withdrawn) at any time on or after 20<sup>th</sup> March 2020 until the expiry of the Scheme, you may be entitled (subject to the terms of the Scheme) to receive financial support while unemployed.

Support is available under this Scheme until 31<sup>st</sup> March 2021. However, the impact of the Scheme will be monitored and reviewed by FIG and the time period for the operation of the Scheme may be amended in the future.

### Do you qualify under the Scheme?

You can apply for support under the Scheme if you:

- have the right to live and work in the Falkland Islands; **and**
- are registered with the Tax Office for tax purposes; **and**
- were an employee working full-time or part-time in the three months prior to the claim; **and**
- have lost your job due to the COVID-19 crisis; **or**
- have accepted a job offer on or before 20<sup>th</sup> March 2020 which was subsequently withdrawn due to the COVID-19 crisis.

You cannot claim payments under the Scheme if:

- you are still in employment and being paid by your employer. (If your hours have been reduced or you have been placed on furlough, you may be entitled to support under the *Job Retention (Furlough) Scheme* rather than this Scheme);
- you voluntarily left your employment;
- you were dismissed by your employer for reasons not connected with the economic effects of the COVID-19 crisis;
- You were not previously in employment. (If you are a casual worker or on a zero-hours contract, you will not be regarded as being employed for the purposes of the Scheme but as self-employed, and so would not be able to claim under this Scheme (although you may be entitled to support under the *Income Supplement Scheme*)); or
- you don't otherwise fulfil the eligibility criteria referred to above.

The full eligibility criteria for Claimants under this Scheme are set out in the **Guidance Notes and Application Form** below.

If you are not eligible for support under this Scheme, you may be eligible for other types of support provided by FIG – see above. Please contact the Treasury (by e-mail: [treasury.support@sec.gov.fk](mailto:treasury.support@sec.gov.fk) or telephone: [28400](tel:28400)) to discuss your circumstances and to get more information on the support which might be available.

#### **When does your Entitlement under the Scheme cease?**

You will cease to be entitled to receive payments under the Scheme if:

- you return to your job and your employer resumes payments to you. (This includes a case where your employer re-employs you and puts you on furlough or short-time working and makes payments to you under the *Job Retention (Furlough) Scheme*);
- you find another job; or
- you cease to be resident in the Falkland Islands, or to satisfy the other eligibility criteria referred to above.

However, if you get a new job or return to your old one, you may still be able to claim under the Scheme if you are paid a total of less than £2,500 per month by your new/former employer or from other sources.

In any event, you would cease to be entitled to payments under the Scheme upon the expiry of the Scheme on 31<sup>st</sup> March 2021.

If you are unsure whether you should still receive support under the Scheme, please contact the Treasury (by e-mail: [treasury.support@sec.gov.fk](mailto:treasury.support@sec.gov.fk) or telephone: [28400](tel:28400)) to discuss your position.

#### **What Payments are available under the Scheme?**

If you are eligible under this Scheme, you will be entitled to a payment (or payments) of up to 60% of your average monthly salary or wages over the three full months preceding your redundancy or dismissal. For example, if you were made redundant during the month of April 2020, your payment would be up to 60% of the average monthly salary or wages you received in January - March 2020.

If you are claiming in respect of an unconditional job offer which you had accepted but which was withdrawn on account of the Covid-19 crisis, you would be entitled to up to 60% of the monthly salary or wages on offer.

However, there are upper and lower limits on the amounts payable to each Claimant under the Scheme:

- No-one will be paid more than £2,500 per month; and
- No-one entitled to the Minimum Wage will be paid less than the applicable Minimum Wage.

## How to apply

Claimants should visit the FIG website and download the “COVID-19: Unemployment Subsidy Scheme – Guidance Notes and Application Form”. You can access the Application Form here: [www.fig.gov.fk/covid-19#SupportPackage](http://www.fig.gov.fk/covid-19#SupportPackage).

The Guidance Notes and Application Form contain detailed guidance on the Scheme, the eligibility criteria and its terms. You should read these carefully when submitting a claim.

In support of your application, you will need to submit your employment contract/terms of employment for the job which you have lost, payslips for the three full months before you were dismissed, and evidence that you were dismissed as a result of the COVID-19 crisis. If you are claiming in respect of a job offer which has been withdrawn, you will need to provide evidence of that offer, that you had accepted it and that it was withdrawn due to the Covid-19 crisis. The documents required are specified in the Application Form.

## Queries and more information

If you need more information or are not sure which type of financial support you can access, you can find more details on the FIG website at [www.fig.gov.fk/covid-19#SupportPackage](http://www.fig.gov.fk/covid-19#SupportPackage)

You can also contact the Scheme Administrator in the Treasury by e-mail at [treasury.support@sec.gov.fk](mailto:treasury.support@sec.gov.fk) or by telephone on [28400](tel:28400).

# COVID – 19: UNEMPLOYMENT SUBSIDY SCHEME

## Guidance Notes and Application Form

### 1 Background

Covid-19 (caused by the coronavirus SARS-CoV-2) (the **Virus**) continues to have a major adverse impact on general economic activity in the Falkland Islands and across the world. Many Falklands' businesses have experienced a reduction in sales, revenues and profits and as a consequence, some have found it necessary to make employees redundant or to withdraw job offers previously made and accepted.

In order to assist former employees who have been made redundant or dismissed as a result of the adverse economic effects of the Virus (or prospective employees who have had job offers withdrawn), the Falkland Islands Government (**FIG**) established the **Covid-19: Unemployment Subsidy Scheme** (the **Scheme**) with effect on and from 20<sup>th</sup> March 2020. Under the Scheme, Claimants may be entitled to claim payments of up to 60% of their average monthly salary or wages over the three full months preceding their dismissal or redundancy (or, in the case of a withdrawn job offer, up to 60% of the salary or wages on offer). In each case, payments are subject to a cap of £2,500 per month but shall not be less than the rate of the minimum wage, if applicable. An eligible Claimant will be entitled to support under the Scheme until he or she returns to employment or until the Scheme expires on 31<sup>st</sup> March 2021.

FIG may announce further measures to extend (or reduce) the scope of, or otherwise amend the terms of, the Scheme in the future.

Employees who have not been dismissed but instead placed on short-time working or furlough, are not entitled to claim under this Scheme but may, if their employer agrees, qualify for support under the **Job Retention (Furlough) Scheme**, details of which are available at [www.fig.gov.fk/covid-19](http://www.fig.gov.fk/covid-19).

Self-employed parties (as defined in paragraph 2.6(k) below) are not entitled to claim under this Scheme but may be entitled to claim under the **Income Supplement Scheme** (subject to its terms), details of which are available at [www.fig.gov.fk/covid-19](http://www.fig.gov.fk/covid-19).

### 2 Terms of Support under the Scheme

Under the Scheme, FIG will provide Scheme Payments (as described in paragraph 2.2) upon and subject to the following terms (the **Terms**):-

- 2.1 **Scope of Scheme:** The Scheme applies to each individual (a **Claimant**) who has been made redundant or dismissed from their employment, or has had an offer of employment (which was unconditional or the conditions of which had been satisfied as at the Commencement Date and which the Claimant has accepted) withdrawn, in each case as a result of the adverse economic effects of the Virus.
- 2.2 **Scheme Payments:** If a Claimant is made redundant or dismissed from their employment, or has a Qualifying Offer (as defined in paragraph 2.6(g) below) withdrawn, at any time on or after the Commencement Date of the Scheme (as defined in paragraph 2.6(d) below) (and if eligible under the Scheme), FIG will pay them a sum equivalent to up to 60% of the Claimant's Average Remuneration (as defined in paragraph 2.6(a) below) for the duration of the Claim Period (as defined in paragraph 2.6(b) below) while the Claimant remains unemployed, subject to the limits on Scheme Payments set out in paragraph 2.3.
- 2.3 **Minimum/Maximum Scheme Payments:** The Scheme Payments provided by FIG shall not, in any circumstances during the Claim Period:-

- (a) be less than the amount of the Minimum Wage in respect of any Claimant who was entitled to the same as at the Commencement Date under the Minimum Wage Ordinance 2013 and any subsidiary legislation made under that Ordinance; or
- (b) (subject to paragraph 2.3(a)) exceed the sum of £2,500 per month per Claimant.

2.4 **Claim Periods:** Support under the Scheme is available for the duration of the Scheme Period. A Claimant may claim Scheme Payments for Claim Period(s) during the Scheme Period while they are unemployed and satisfy the eligibility criteria.

2.5 **Commencement and Duration of Scheme**

- (a) The Scheme shall be deemed to take effect on and from the Commencement Date and shall (subject to paragraphs 2.5(b), 2.9(b) and 4.3) continue in effect for the duration of the Scheme Period (and for such further period as shall be necessary to process and make Scheme Payments claimed during the Scheme Period).
- (b) Without limit to FIG's power to amend or terminate the Scheme in accordance with paragraph 2.9(b), the Scheme will be subject to review on or around 28<sup>th</sup> February 2021.

2.6 **Definitions:** For the purposes of the Scheme:-

- (a) **Average Remuneration** means the average aggregate value of a Claimant's Remuneration (as defined in paragraph (h) below) during the three full months immediately preceding the date of their dismissal or redundancy as a result of the effects of the Virus; or, if the Claimant is making a claim in respect of a Qualifying Offer, means the total value of the monthly Remuneration offered to the Claimant pursuant to that offer; and shall be determined in accordance with paragraph 2.7(b);
- (b) **Claim Period** means the period for which the Claimant claims support under this Scheme, which shall commence on the date when the Claimant was dismissed from their employment or when their Qualifying Offer was withdrawn (being at any time on or after the Commencement Date), and expire on the date when the Claimant returns to employment (full-time or part-time) or otherwise ceases to be eligible pursuant to paragraph 2.8(c) below or under these Terms (or the date of expiry of the Scheme Period, if earlier);
- (c) **Claimant** shall be as defined in paragraph 2.1;
- (d) **Commencement Date** means 20<sup>th</sup> March 2020;
- (e) **Employment** means being employed under an employment contract or other terms of employment (as required under the Employment Protection Ordinance 1989) in any capacity including, without limitation, as an apprentice, agency worker, salaried partner, salaried member of a limited liability partnership or salaried company director, and/or those on a full-time, part-time or fixed-term contract; and **employed, employee** and **employer** shall be construed accordingly;
- (f) **Minimum Wage** means, in the case of a Claimant who is, or is to be treated as, a worker within section 5 of the Minimum Wage Ordinance 2013 and is carrying out eligible work within section 6 of that Ordinance, the minimum wage for the eligible work carried out for the relevant employer during each pay reference period (within section 7 of that Ordinance) in which the Claimant does such eligible work, at the rate to which the Claimant is entitled for such pay reference period under section 8 of, and subject as provided in, that Ordinance and any subsidiary legislation made under it from time to time;
- (g) **Qualifying Offer** means an offer of employment made to the Claimant on or before the Commencement Date, which was either unconditional or the conditions of which had been satisfied on or before the Commencement Date, and which had been accepted unconditionally by the Claimant on or before the Commencement Date, and which is subsequently withdrawn on account of the adverse economic effects of the Virus;
- (h) **Remuneration** means gross monthly salary, wages and any other employment benefits due or payable to a Claimant under their employment contract or other terms of employment;

and shall in each case comprise regular, contractual gross earnings and other benefits such as compulsory commission and regular overtime (as applicable) but shall exclude discretionary commission (including tips), payments or bonuses, non-cash payments or benefits-in-kind;

- (i) **Scheme Payment** means the payment of up to 60% of a Claimant's Average Remuneration as referred to in paragraph 2.2, subject in each case to the minimum and maximum amounts stated in paragraph 2.3;
- (j) **Scheme Period** means the period commencing on and from the Commencement Date and expiring on 31<sup>st</sup> March 2021; and
- (k) **Self-employed** includes (without limitation) those who are sole traders, partners in a partnership (but not the employees or salaried partners of such partnerships, or the members or employees of limited liability partnerships), casual workers or workers on zero-hours contracts, and the sole or principal proprietors of companies.

## 2.7 Scheme Payments

- (a) Scheme Payments will only be provided to Claimants who were employed by their employer for the three months prior to the claim and who have been made redundant or dismissed from their employment on or since that Commencement Date on account of the adverse economic effects of the Virus; or who unconditionally accepted a Qualifying Offer on or before the Commencement Date which, on account of the economic effects of the Virus, was subsequently withdrawn.
- (b) Scheme Payments for any Claimant shall not, in any circumstances, exceed the maximum and minimum amounts set out in paragraph 2.3 during the Claim Period. Subject to those limits, the amount of Scheme Payments due to a Claimant for the Claim Period will be determined by the Scheme Administrator by reference to the Claimant's Average Remuneration, as evidenced in payslips (or the terms of a relevant Qualifying Offer) from the relevant employer and other supporting documentation provided by the Claimant as part of or in connection with their application pursuant to paragraph 4.2.
- (c) Scheme Payments will be provided for the duration of the Claimant's Claim Period(s).
- (d) An eligible Claimant shall be entitled to claim Scheme Payments under the Scheme even if:-
  - (i) the Claimant continues to be employed by one or more other employers (including FIG) in any capacity (whether full-time or part-time);
  - (ii) an employer by whom the Claimant is still employed makes a claim in respect of the Claimant under the *Job Retention (Furlough) Scheme* provided that a claim may not be made under this Scheme in respect of that employer pursuant to paragraph 2.8(a)(iv) below);
  - (iii) the Claimant makes or intends to make a claim in their self-employed capacity under either the *Income Supplement Scheme*; or
  - (iv) the Claimant derives income from any other source.

However, if the Claimant earns or receives £2,500 per month (gross) or more from any of the above Schemes, any other employment(s) or any other sources of income, they will not be entitled to Scheme Payments under this Scheme provided that if they earn less than £2,500 per month (gross) from such other Schemes, employment(s) or other sources of income, the Claimant will be entitled to claim a share of the Scheme Payments otherwise available under this Scheme (on a pro rata basis as appropriate) equivalent to an amount per month of £2,500 less the aggregate of the monthly payments received from the other Schemes, Remuneration from the other employers and monthly income from any other sources (as determined by the Scheme Administrator). In any event, the total support provided under this Scheme, the *Job Retention (Furlough) Scheme* and/or the *Income Supplement Scheme* for or in respect of that Claimant shall not exceed the sum of £2,500 per month during any Furlough Period (as referred to in the *Job Retention (Furlough) Scheme*), Claim Period or other relevant period. It is the Claimant's responsibility to

confirm whether (and, if so, by whom) any applications have been made under any of these Schemes by, or in respect of, them.

- (e) Subject to paragraph 2.7(f), if a Claimant is employed by more than one employer and is made redundant or dismissed by more than one such employer (or is employed by one or more employers and has a Qualifying Offer from another employer withdrawn) on account of the adverse economic effects of the Virus, that Claimant is entitled to submit a claim under this Scheme in respect of each job from which they were made redundant or dismissed and/or each such Qualifying Offer so withdrawn. However, the total Scheme payments provided to each Claimant shall not exceed the sum of £2,500 per month during the Scheme Period, as referred to in paragraph 2.3. It is the Claimant's responsibility to confirm the employers by whom they are employed and to notify FIG of all their employer(s) and any Qualifying Offer in respect of whom/which they are applying for support under the Scheme when making their application.
- (f) A Claimant may only make a claim under the Scheme in respect of a Qualifying Offer which was withdrawn on account of the adverse economic effects of the Virus.
- (g) Subject to paragraph 2.7(f), a Claimant may claim for one or more Claim Periods within the Scheme Period in accordance with paragraph 2.4 in relation to different employers, and in relation to the same employer if made redundant or dismissed by that employer more than once during the Scheme Period. The Claimant may claim more than one Claim Period in any one application. If the Claimant claims for one Claim Period in an application but then wishes to claim for one or more further Claim Periods or in relation to other jobs or other Qualifying Offers, they will need to submit a fresh application (although they will not require to submit further copies of the same evidence as has been submitted previously pursuant to paragraph 4.2 if it has not changed in the interim).
- (h) In the event that a Claimant who is in receipt of Scheme Payments is re-employed by their previous employer or takes up new employment, they shall:-
  - (i) notify the Scheme Administrator as soon as reasonably practicable and provide such information in respect of such re-employment or new employment as the Scheme Administrator shall require; and
  - (ii) cease to be entitled to such Scheme Payments on and from the date of commencement of their new employment provided that if they earn less than £2,500 per month (gross) from such re-employment or new employment (and under any other Scheme, employment(s) or other sources of income, as referred to in paragraph 2.7(d) above), the Claimant will be entitled to claim a share of the Scheme Payments otherwise available (on a pro rata basis as appropriate) equivalent to an amount per month of £2,500 less the aggregate of their Remuneration from such employer or new employer (and any payments from other sources) (as determined by the Scheme Administrator).
- (i) Scheme Payments under the Scheme will be made fortnightly, monthly or at such other intervals as the Scheme Administrator may think fit, and by means of FIG's Account Payable System (or such other method as the Scheme Administrator may specify). Claimants who are not already registered on this System will need to complete and submit to FIG a Scheme New Creditor Form. To be eligible, Claimants will also need to maintain a current bank account with Standard Chartered Bank in Stanley.
- (j) The payment to a Claimant of any Scheme Payments shall not affect any rights the Claimant might have against their previous employer, whether under their employment contract or other terms of employment with that employer, or any statutory rights (including, without limitation, rights in respect of redundancy) under the Employment Protection Ordinance 1989, the Minimum Wage Ordinance 2013 or any other applicable legislation or legal requirements.

## **2.8 Claimants**

- (a) To be eligible for any Scheme Payments under the Scheme, the Claimant must:-
- (i) have the right to live and work in the Falkland Islands, hold a current, valid entitlement, permit or consent for such purpose, and be resident in the Falkland Islands throughout the Claim Period;
  - (ii) have (and continue to be) registered with the FIG Tax Office for tax purposes under the Taxes Ordinance 1997 (as amended) throughout the Claim Period, and have been allocated a current tax identification number;
  - (iii) have been in employment with the employer in respect of whom their claim is made for at least three months prior to the claim period. The Scheme does not apply to those who are self-employed (which includes those on zero-hours contracts or casual contracts, as determined by the Scheme Administrator) rather than employed; no claims may be made in respect of self-employed Claimants under this Scheme but they may be entitled to claim under the *Income Supplement Scheme* (subject to its terms), details of which are available at [www.fig.gov.fk/covid-19](http://www.fig.gov.fk/covid-19); and
  - (iv) have been made redundant or dismissed from their employment on account of the adverse economic effects of the Virus on their employer or the level of work they ordinarily carry out, or have had a Qualifying Offer withdrawn on account of such effects. For this purpose, **dismissal** includes *constructive dismissal* and so a Claimant will be regarded as having been dismissed on account of the adverse effects of the Virus if their employer has, on that account, reduced their Remuneration or otherwise changed their terms of employment to a material adverse extent such that the Claimant has come to the view that they have no option but to resign and the Scheme Administrator considers that they have acted reasonably in so doing.
- (b) A Claimant shall not be entitled to claim Scheme Payments under the Scheme if such Claimant:-
- (i) remains in employment (whether full-time or part-time) and is not made redundant or dismissed by the employer concerned, even if the Claimant has been placed on furlough or short-time working (within the meanings set out in the *Job Retention (Furlough) Scheme*) although support in respect of such Claimants may be available under that Scheme (subject to its terms) in such circumstances, details of which are available at [www.fig.gov.fk/covid-19](http://www.fig.gov.fk/covid-19); or
  - (ii) had resigned voluntarily (and not in circumstances amounting to constructive dismissal as referred to in paragraph 2.8(a)(iv) above), or been made redundant or dismissed for reasons not related to the Virus or its adverse economic effects on their employer (whether or not related to the conduct, acts or omissions of the Claimant).
- (c) A Claimant will cease to be eligible for Scheme Payments under the Scheme in the event that the Claimant:-
- (i) ceases to satisfy the eligibility criteria in paragraphs 2.8(a)(i) or (ii) above;
  - (ii) returns to employment (whether full-time or part-time) with their previous employer who resumes the payment of Remuneration to them. This includes circumstances where the Claimant's previous employer re-employs the Claimant but places them on furlough or short-time working within the meanings set out in, and pursuant to, the *Job Retention (Furlough) Scheme*; or
  - (iii) finds other employment (whether full-time or part-time) with another employer (including circumstances where that employer places the Claimant on furlough or short-time working as aforesaid),
- provided that if such re-employment or employment referred to in (ii) or (iii) above provides Remuneration of less than £2,500 per month, the Claimant may continue to be entitled to claim Scheme Payments equal to the shortfall in accordance with, and subject to, paragraph 2.7(d).



- (d) In making an application for Scheme Payments, each Claimant represents and warrants that all information contained in their application and in any documents accompanying the application or otherwise provided in connection with the Scheme is, to the best of their knowledge and belief (having made all reasonable enquiries), true, accurate, up-to-date and complete; and that the Claimant is not aware of any matter in their own affairs which they have not disclosed to the Scheme Administrator which might reasonably have influenced the Scheme Administrator's decision whether to provide a Scheme Payment.
- (e) Scheme Payments made by FIG to Claimants will be in the nature of remuneration, will be taxable income in the hands of the Claimant and will be subject to tax and other deductions (for example, in relation to pension contributions) in the normal way, depending on the Claimant's individual circumstances.

## 2.9 ***Scheme Administration***

- (a) The Scheme is administered by the Financial Secretary with the support of the Head of Finance (together the **Scheme Administrator**).
- (b) FIG may, at its discretion, extend (or reduce) the length of the Scheme Period, amend the Terms, or otherwise make changes to, or terminate, the Scheme at any time. In the event that FIG extends (or reduces) the length of the Scheme Period, the Scheme Administrator shall be entitled to extend (or reduce) the Claim Period(s) accordingly or provide support on a pro-rata basis in respect of any such reduced Claim Period(s). Any such changes may be communicated (on not less than seven days' notice) to individual Claimants or by means of public notice in the Gazette or on FIG's website.
- (c) FIG shall be entitled to audit the Claimant's compliance with the Terms on giving not less than three working days' prior written notice to the Claimant; and the Claimant shall provide FIG with access to such information as FIG may reasonably request.
- (d) FIG shall be entitled to verify a Claimant's income and other employment benefits by checking with the Claimant's previous employer or other employers, or by reference to the Claimant's tax and other records as maintained at the FIG Tax Office or other departments within FIG.
- (e) In the event that the Claimant is in breach of the requirements of the Scheme or any of their undertakings, or provides information for the purposes of the Scheme which is false, misleading or otherwise in breach of paragraph 2.8(d) above, FIG shall be entitled to the repayment of any Scheme Payments already made under the Scheme (in whole or part) and to recover that amount as a civil debt, and to withhold, suspend or cancel the payment of any outstanding Scheme Payments. In the event that a Claimant receives Scheme Payments of amounts in excess of those to which they are entitled under the Scheme (whether as a result of administrative error or otherwise), the Claimant shall promptly repay to FIG any overpayment or other monies incorrectly paid to them. Any fraudulent activity in connection with the Scheme may be subject to criminal proceedings.

## 3. **Applications under the Scheme**

- 3.1 In order to obtain Scheme Payments, Claimants need to complete (in original or electronic form as appropriate) the application form set out in the **Annex** (including the declaration). The application form and any information or documents provided in or with the application form or otherwise in connection with this Scheme will be reviewed to assess whether the Claimant is eligible for Scheme Payments, and to determine the amount of any such Scheme Payments.
- 3.2 In the event that an application is successful, these Terms, the application form and any information provided in the application and in any documents enclosed with the application or otherwise in connection with the Scheme will (subject to the Scheme Administrator's agreement) form a legally-binding agreement between the Claimant and FIG in relation to the Scheme. In submitting an application and/or accepting any support under the Scheme, the

Claimant will be deemed to accept, and agree to be bound by, these documents. In view of this, each Claimant is advised to obtain their own independent legal advice on their content, effect and implications.

#### **4. The Application Process**

- 4.1 To apply for Scheme Payments, please send a completed “*Unemployment Subsidy Scheme - Application Form*” to the Scheme Administrator by e-mail ([treasury.support@sec.gov.fk](mailto:treasury.support@sec.gov.fk)) or by post to the Treasury, Secretariat, Stanley, Falkland Islands, FIQQ 1ZZ.
- 4.2 The application should be supported by copies of the documents listed in the application form (or those relevant).
- 4.3 Applications may be submitted at any time during the Scheme Period, or until FIG gives notice that no further funds are available under the Scheme. Each application must have been submitted before the end of the Scheme Period or by the date specified in that notice.
- 4.4 Claimants must notify the Scheme Administrator of any change in the information contained in their applications.
- 4.5 Applications will be assessed by the Scheme Administrator who shall be entitled to require such further information or clarification from a Claimant as they think fit. The Scheme Administrator will endeavour to decide an application and communicate that decision as soon as reasonably practicable (and in any event within twenty one days) after receipt of an application.
- 4.6 If Claimants have any questions or need any assistance in completing the application form, they should e-mail [treasury.support@sec.gov.fk](mailto:treasury.support@sec.gov.fk) or telephone [28400](tel:28400).

**ANNEX: COVID – 19: UNEMPLOYMENT SUBSIDY SCHEME**

**APPLICATION FORM**

**Your Personal Details**

Name:

Date of birth:

Address:

Status:

☐

Status/PRP Holder

☐

Work Permit Holder

☐

Other (Please specify):

\_\_\_\_\_

Phone number(s):

Landline

Mobile

E-mail address:

Tax Identification  
Number:

**Your Bank Details**

Account name:

Account number:

**Details of the Job from which you were made Redundant/Dismissed**

Employer's name:

Employer's address:

Location of work (if different to  
Employer's address above):

Date your employment began:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ (day/month/year)

Date you were dismissed from that job:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ (day/month/year)

## Your Average Remuneration from that Employment

Please provide details of your Average Remuneration; for example, if you were dismissed from your job on 25 October 2020, you will need to provide details on your Average (monthly) Remuneration in the period comprising July – September 2020.

Please note that you will need to attach evidence of your Average Remuneration (i.e. your payslip(s)) and a copy of your employment contract/terms of employment with your Application Form

Gross monthly salary/wages/other benefits before tax and any other deductions:

£

Does the above figure include any overtime or allowances?

☐

Yes

☐

No

If the above gross monthly salary/wages/other benefits includes any **non-regular** overtime or allowances, please indicate:

- the total value of overtime/allowances paid

£

- the total number of overtime/allowance hours

Overtime/allowance hours

Does the above gross monthly salary/wages/other benefits include any tips, bonuses, or one-off payments?

☐

Yes

☐

No

If yes, please indicate the total value of any tips, bonuses or one-off payments paid.

£

Did you receive any benefits-in-kind from your employer? E.g. accommodation, food

☐

Yes

☐

No

If you did receive any benefits-in-kind or other employment benefits, please provide details here:

### Details of Qualifying Job Offer which has been Withdrawn

Prospective Employer's Name:

Prospective Employer's Address:

Brief Description of Job Offer:

Was the Offer Unconditional/had all applicable conditions been satisfied?

☐

Yes

☐

No

Date of Offer:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ (day/month/year)

Date when you accepted Offer:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ (day/month/year)

Date when Offer withdrawn:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ (day/month/year)

**Please note that you will need to include with your Application Form evidence of the job offer (such as a copy of the letter of offer, draft employment contract/terms of employment, etc from your prospective employer) and evidence that you had accepted the offer (such as a letter of acceptance).**

### Proof of Redundancy/Dismissal/Withdrawal of Job Offer as a result of COVID-19

**Please note that to qualify for the Scheme, you will need to provide proof that you were made redundant/dismissed from your job [OR] your job offer was withdrawn, in each case as a result of the COVID-19 Virus:**

- **If your employer/prospective employer informed you in writing, you will need to provide a copy of that document.**
- **If you were told by phone or in person, you will need to provide a written record. However, the Scheme Administrator will need to confirm the reason for your dismissal with that employer.**

Did your employer/prospective employer indicate you were being dismissed from your job/the offer was being withdrawn, as a direct result of COVID-19 crisis?

☐

Yes

☐

No

If yes, how did your employer inform you:

☐

By letter or email

☐

By phone call or in person

☐

Other (Please specify):

\_\_\_\_\_

Did your employer indicate they would re-employ you in your old job/renew the job offer once the situation improves?

☐

Yes

☐

No

### Other employment and income

Are you still working for any other employer?

☐

Yes

☐

No

If you are still working for other employer(s):

What is that employer's name?

(Include all employers if more than one)

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What is your salary/wage/other employment benefits from each other employer(s)??

Are you in receipt of other monthly income?

☐

Yes

☐

No

If so, please provide details:-

Have you applied (or has any employer applied in respect of you) for support under any of the following schemes?

*Job Retention (Furlough) Scheme*

YES

NO

*Income Supplement Scheme*

YES

NO

*Any others – please specify*

YES

NO

### Accompanying Documents

Have you included (and as necessary, signed and completed) the following documents with your application?

Claimant Declaration (overleaf)

☐

Yes

☐

No

Employment Contract/Terms of Employment

Payslip(s) for Average Remuneration

☐

Yes

☐

No

☐

Pending

Job Offer – letter of offer or other evidence

Evidence that unemployment/withdrawal of job offer is the result of Covid-19

☐

Yes

☐

No

☐

Pending

Scheme New Creditor Form\*

☐

Yes

☐

No

☐

Pending/Not applicable

\* to be provided if the Claimant is not already registered on FIG's Account Payable System

### Claimant's Declaration

In consideration of the payment of Scheme Payments to me under the Scheme, I, the undersigned, hereby certify, declare and undertake as follows:-

- To the best of my knowledge and belief (having made all reasonable enquiries), all information contained in this application and in the accompanying documents, or otherwise provided in connection with the Scheme, is true, accurate, up-to-date and complete; and I am not aware of any matter in my own affairs which I have not disclosed to the Scheme Administrator which might reasonably have influenced its decision whether to provide Scheme Payments.
- I was employed by the employer(s) referred to in my application on 20<sup>th</sup> March 2020 [**OR**] On or before 20<sup>th</sup> March 2020, I had accepted an offer of employment which was unconditional, or the conditions of which had been satisfied, as at 20<sup>th</sup> March 2020, as referred to in my application.
- I was dismissed from my employment with that employer, as detailed in my application form [**OR**] that offer of employment was withdrawn, due to the adverse economic effects of the COVID-19 virus.
- During the period of support for which I have claimed under the Scheme, I have been unemployed [**OR**] I have continued to receive the income referred to in my application form but this is less than £2,500 (gross) per month.
- I have the right to live and work in the Falkland Islands, and I am currently resident in the Falkland Islands and will continue to be resident in the Islands throughout the period of my claim.
- I am registered with the FIG Tax Office for tax purposes under the Taxes Ordinance 1997 (as amended) and will continue to be so throughout the period of my claim; and I hold a current tax identification number.
- I am otherwise eligible to claim Scheme Payments under the Scheme.
- I shall comply with the Terms.
- Notwithstanding the provisions of the Taxes Ordinance 1997 (as amended) or any other relevant legal, regulatory or other requirements or policies, I hereby consent to the disclosure of details of my wages, salary or other employment benefits and tax position within FIG as necessary to verify the information I have provided in respect of my claim.
- In consideration of any Scheme Payments made to me by FIG and notwithstanding any legislation and other legal or other requirements applicable from time to time in relation to the processing of personal data, I hereby consent to all data and information relating to me and from which I can be identified (either alone or from that data in conjunction with other information in, or which is likely to come into, the possession of another party) being used, disclosed and processed for the purposes of reviewing, assessing and processing my claim(s) under the Scheme, for making any Scheme Payments and for any purposes reasonably ancillary or incidental to the Scheme.
- Any Scheme payments I receive from FIG under the Scheme will be in the nature of remuneration, will be taxable income and will be subject to income or other tax in accordance with the terms of the Taxes Ordinance (as amended) and any other relevant tax legislation, and to other deductions (such as pension contributions) in the normal way, depending on my individual circumstances.
- I will inform the Scheme Administrator if there are any changes in my circumstances which may affect my entitlement to Scheme Payments under the Scheme.

- Any breach by me of the requirements of the Scheme or any of the above undertakings, or the provision by me of any false or misleading information in, or in connection with, this application will entitle FIG to reclaim and recover any Scheme Payments awarded under the Scheme (in whole or part).

Name(s): \_\_\_\_\_

\*Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

\* Documents can be signed in original or electronic format as appropriate.