

Trader Notice

Aid to Private Storage for Beef

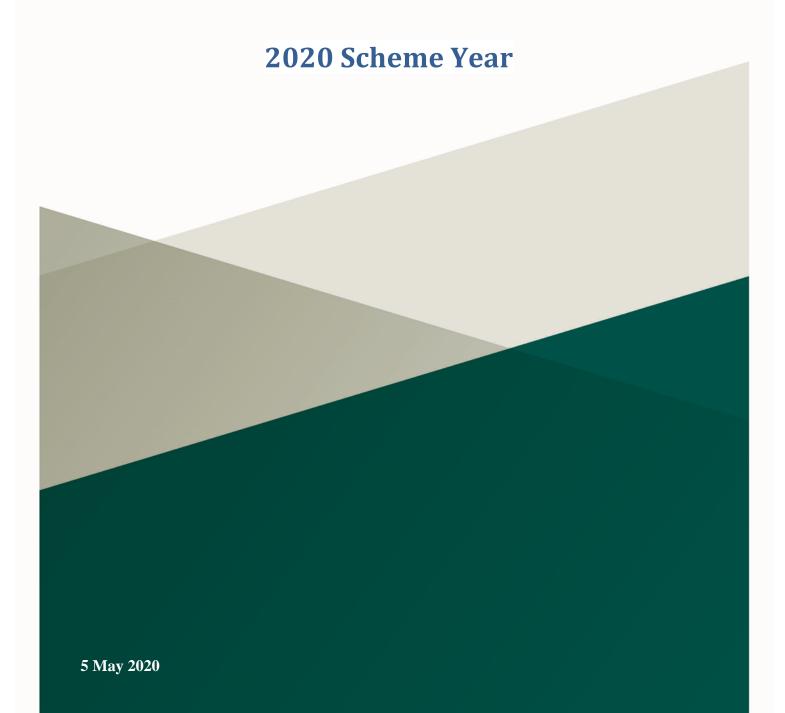


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PART I: SUMMARY OF SCHEME

Please note that the relevant EU regulations have changed since last APS Scheme. You must familiarise yourself with the provisions of Regulation 2016/1238 and Regulation 2016/1240.

- Applications to store beef for aid purposes may be submitted from 7 May 2020. Each application must be accompanied by security amounting to EUR 100/tonne.
- The minimum eligible quantity for each application shall be 10 tonnes. Eligible beef products and rates of aid are outlined in Part III.
- The storage period may be for 90 days, 120 days or 150 days.
- The rejection of an inadmissible application will issue by the third working day following the date
 of receipt of the application. Notification of acceptance of an application, provided that the
 Commission does not suspend the Scheme in the interim, will take place on the eighth working
 day following the date of receipt of the application
- The meat to be stored must be derived from animals slaughtered for no more than **10 days**, the meat must be of sound and fair merchantable quality, coming from cattle raised in the European Community for at least the previous three months
- The meat must be placed in the nominated store not later than **28 days** after notification of acceptance of the application; it can be placed in lots throughout the 28 days until the contract is filled, and the first qualifying day for private storage aid is the day following the entry into store of the last lot of the contract. The meat must be retained in the store, unaltered and in identifiable lots.
- All stages of contract performance production, storage and withdrawal are subject to strict
 official control. The applicant must give the Department at least 1 working day's advance notice
 after receipt of the official notification of acceptance of application (PSB/2) before they
 commence placing in storage.
- A claim for aid will be processed when the Department, having examined the control forms, is satisfied that all the contract conditions have been fulfilled. A breach of the contract conditions shall result in a full or partial forfeiture of the contract security.
- The aid will be calculated as follows: Tonnes contracted x appropriate rate.

Contact Details

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PART II: CONDITIONS OF AID FOR THE PRIVATE STORAGE OF BEEF

Section 1 REGULATORY FRAMEWORK

Introduction

The European Commission has adopted proposals to provide additional assistance to the beef sector following the recent outbreak of Covid-19 across the EU.

These proposals include the opening of private storage aid for beef.

1.1 Regulatory Background

The following regulations are applicable:

- Commission Implementing Regulation (EU) No 2020/596, granting aid for private storage for fresh and chilled meat of bovine animals aged eight months or more and fixing the amount of aid in advance,
- Regulation No 1308/2013,
- Regulation 2016/1238 and
- Regulation 2016/1240

You can also access the Official Journal electronically by visiting the European Commission's website. http://www.eur-lex.europa.eu

Please note that the relevant EU regulations have changed since last APS Scheme. You must familiarise yourself with the provisions of Regulation 2016/1238 and Regulation 2016/1240.

Traders have full responsibility for familiarising themselves with, and for complying with, any regulatory requirements (including amendments from time to time) in force in relation to the scheme. Any advice and guidance offered either by way of this notice or otherwise does not alter or affect that responsibility. While care has been taken to ensure as far as possible that the information contained in this notice is accurate, no legal responsibility is accepted by the Department for any errors or omissions therein. We are not responsible for the accuracy or completeness of the Europa website. While every care has been taken in producing this guidance, the Regulations as published are definitive.

Section 2 SCHEME RULES

2.1 Operation of the Aid for the Private Storage of Beef Scheme (hereafter called APS scheme)

2.1.1 This scheme is operated by means of contracts between applicants for aid and the Department of Agriculture, Food and the Marine (hereafter known as the Department). Aid shall be granted to the Applicant (also known as the Operator) when the Department is satisfied that the contract conditions have been fulfilled.

- 2.1.2 The Commission will monitor the quantities applied for based on bi-weekly notifications from Member States and if the cumulative quantities applied for approach or reach the estimated budgetary limits, the Commission will immediately suspend the relevant scheme.
- 2.1.3 Applicants must note that each APS contract is an entity separate from all other contracts. Weights shall not be grossed between contracts at any stage.

2.2 Application for private storage aid

2.2.1 Application for APS Beef can be made from **7 May 2020 o**n form PSB/1 Application for Aid for Private Storage for Beef available on the website. It is the responsibility of the applicant to read this document carefully, complete it in full and return it, with the appropriate security as set out in Section 2.4 below, to APS Section, Department of Agriculture, Food and the Marine, Johnstown Castle, Co. Wexford Y35 PN52. The application form can be emailed to APSAdmin@agriculture.gov.ie, followed by the original hard copy of the application.

We will assign a file reference number in the acknowledgment of receipt of your application.

- 2.2.2 It is the responsibility of each applicant to ensure that their application meets the admissibility requirements set out in Article 2 and Article 40 of Regulation 2016/1240.
- 2.2.3 The minimum eligible quantity for each application shall be 10 tonnes.
- 2.2.4 An application must relate to only one CN code.
- 2.2.5 You must be VAT registered in the Member State in which you are making your application and send us a copy of your VAT registration certificate.
- 2.2.6 In order to qualify for aid, meat shall be of sound, fair and marketable quality and of Union origin. The product shall fulfil the quality requirements laid down in Section III of Annex VI of Commission Delegated Regulation 2016/1238.
- 2.2.7 Aid will only be granted for quantities of fresh or chilled meat of bovine animals aged eight months or more that have not yet been placed in storage.
- 2.2.8 The operator must lodge a security when making an application for aid for private storage at a rate of EUR 100/ tonne. The specific rules are set out in the Annex to this Trader Notice.

2.3 Storage period

2.3.1 Product may be stored for periods of 90 days, 120 days or 150 days.

2.4 Security

2.4.1 An application for a contract will not be deemed valid unless accompanied by a security in the amount of EUR 100/tonne. The amount of security must be specified in Euro. The security may be submitted in the form of EFT, Bank Draft or a Guarantee from a financial institution recognised for that purpose by the Department. A security guarantee must be drawn up in favour of the Minister for Agriculture, Food and the Marine.

2.4.2 The security will be retained by the Department pending fulfilment of the contract obligations undertaken by the applicant.

2.5 Acceptance/rejection of applications

- 2.5.1 The rejection of an inadmissible application will issue **on or before the third working day** following the date of receipt of the application. Notification of acceptance of an application will take place **on the eighth working day** following the date of receipt of the application.
- 2.5.2 Contracts will only be concluded when the eligibility of the product is confirmed and the Department will notify the operator of the date of conclusion. In order to verify the eligibility of the product Department officers will carry out all necessary on-the spot checks to verify the quantity and condition of the product delivered to cold store. A control report will be prepared by them for each application entered into store. This report will be signed by the Department officer and countersigned by a person authorised by the operator. Once the control report has issued, a contract will issue to the applicant for agreement and signature. The contract will be concluded within 5 working days of the issue of the control report, subject to receiving all of the documents necessary to conclude the contract.
- 2.5.3 Applicants should note that the scheme may be suspended by the Commission without notice and, in that event, all applications on hand will be rejected and the applicants will be informed.

3.1 General provisions

- 3.1.1 All operations relating to the production and storage of beef for aided private storage must be carried out under the supervision and control of the Department.
- 3.1.2 Slaughtering for a private storage contract, or cutting/deboning within a private storage contract, may be carried out only in premises approved for these activities under Council Directive 64/433/EEC, as amended, and which is under the supervision of a Department officer-in-charge.
- 3.1.3 Except for slaughter, production for an APS contract may commence <u>only after</u> the <u>Department has issued the notification of acceptance of the aid application and the operator has subsequently notified the Department at least **one working day before** the start of the <u>placing of lots into storage</u>. Slaughtering may be permitted only for animals slaughtered no more than ten days before starting to place lots into storage.</u>
- 3.1.4 In order to conclude a contract, the quantity actually placed in storage must be at least 95% of the quantity in the application. The quantity placed in storage cannot exceed the amount in the notification of acceptance of the application by the Department.

Section 3 PRODUCTION OF MEAT FOR APS CONTRACTS

3.2 Weigh-over of meat

3.2.1 Meat that is intended for storage under an APS contract must be weighed-over under the control of the Department within 10 days of slaughter but not before the date of acceptance of the application by the Department.

- 3.2.2 The bone-in weight to be recorded for aid purposes is the net weight, without wrapping, of the beef in a chilled state. In the case of a contract for boneless beef the weight to be recorded is that of the net weight of the boneless meat produced in the place of deboning in respect of each contract. NB: The weights to be recorded on form PSB/3 Carcase Weight Schedule are those obtained at the time of weigh-over.
- 3.2.3 Details for each day's bone-in production must be summarised on the front of form PSB/3. Details of carcase numbers and carcase weights must be given on the reverse side of form PSB/3 or in an appropriate electronic format approved by the department official at the premises.
- 3.2.4 Form PSB/3 must be completed, signed and dated by the operator or his/her representative, at the slaughter plant, and then forwarded to the Department officer at the slaughter plant for checking and counter-signature. It will be then forwarded to APS Section, Johnstown Castle Wexford.
- 3.2.5 The operator must ensure that the slaughter plant maintains production records to facilitate verification of slaughter details by Department officers.

3.3 Cutting/deboning of carcases prior to storage

- 3.3.1 Prior to commencement of deboning, the operator must provide the Department officer with an up-to-date deboning specification of identifiable cuts.
- 3.3.2 APS product must be segregated from other productions at all times.
- 3.3.3 The operator must ensure that the Department officer receives advance notice of the intention to debone.
- 3.3.4 When beef which is the subject of a private storage contract is being deboned no other species may be present in the boning hall.
- 3.3.5 Details of the output from cutting or deboning must be recorded on form PSB/4 *Cutting/Deboning Output*. The form should be cross-referenced to the relevant PSB/3 form schedule; and should itself be numbered according to slaughter date order of production for the contract concerned.
- 3.3.6 The form must be completed in the first instance by the operator or his/her representative at the cutting/deboning plant before being forwarded to the Department officer at that plant for checking and counter-signature.
- 3.3.7 The operator must ensure that the cutting/deboning plant maintains production records giving details of the meat cut/deboned for each contract. Such records must be made available to Department officers.
- 3.3.8 Details of the cut/deboned meat to be placed in store must be recorded on form **PSB/5**. Sections A and B of the form must be completed at the plant of cutting/deboning. The form must then accompany the consignment to the coldstore where section C will be completed.

3.4 Stamping and Labelling requirements

3.4.1 Hindquarters intended for freezing must show:

- (i) a label clearly indicating the APS contract number on one side of the piece, and a label clearly indicating the date of entry into storage on the other side;
- (ii) The following stamp/label in lettering of at least 3 cm in height, must be placed on each piece.

APS

- 3.4.2 Each box of meat placed in store on foot of an APS contract must bear:
 - (i) description of the product (name of cut & the CN Code)
 - (ii) net and gross weights
 - (iii) box number
 - (iv) an adhesive label on each end, measuring 10 cm X 5 cm with a horizontal red band between 7 and I0 mm thick running across the centre, with the letters 'APS' in the top half and the contract number in the bottom half; the format should correspond to the following model.

APS

e.g.1675/102 (file ref no.)

The lettering on the label may be printed or written. If written, a thick black felt marker of a kind suitable for cold store use should be used. The letters and numbers should be between 1 and 1.5 cm in height.

Section 4 STORING APS MEAT

4.1 Storage Conditions

4.1.1 All APS meat entering store must be blast frozen to -17°C. Half-carcases must be frozen in a hanging position but can be stacked horizontally on pallets after freezing. Boxed meat must be blast frozen on racked shelves.

4.2 Packaging and labelling

4.2.1 Prior to its entry into the blast freezer each half carcase must be completely covered with heavy gauge polythene and then be covered by stockinette. Tie-on labels bearing the contract no, carcase no, and weight should be affixed to the polythene wrapping and stockinette. All boxes containing cuts or boneless product should be lined with 200 gauge polythene lining. Each piece must be individually wrapped, unless previously agreed with Beef Control Division.

- 4.2.2 Each pallet holding meat (whether in bone-in or boneless form) under a particular APS contract must have labels attached on each side which clearly state:-
 - (i) the APS contract number
 - (ii) the date into storage
 - (iii) the number of boxes or pieces on the pallet
 - (iv) the net weight of the product on the pallet
 - (v) the relevant store intake docket number

4.3 Entry into store

- 4.3.1 The operator must ensure that the meat produced for a particular contract enters the nominated place of storage not later than 28 days following notification of acceptance of the application(PSB/2).
- 4.3.2 The storage entry period shall end when the last lot of the contractual quantity is placed in storage. That day shall be the day on which all the products whether fresh or frozen have entered the place of final storage. The contractual storage period begins on the following day.
- 4.3.3 The date of entry into store is defined as the date on which the meat enters the designated cold store. Entry of the meat into the blast freezer qualifies for entry into final storage only if the blast freezer is on site of the designated store.
- 4.3.4 The operator must arrange to give advance notice of deliveries of APS meat for storage to the Department officer at the place of final storage.
- 4.3.5 Receipt of the meat into the store must be recorded on Section C of form **PSB/5**. The form should be completed and signed by the operator or his/her coldstore representative before being forwarded to the Department officer for checking and counter-signature. If the meat is first transferred to another coldstore for freezing, form PSB/5 must be completed, marked 'For freezing only', to accompany the consignment to the place of freezing and a second PSB/5 form must be completed to accompany the consignment of frozen meat to the place of final storage.
- 4.3.6 When all the meat to be stored under a particular contract has been placed in store the details must be recorded on form PSB/6. This will provide a summary of all the lots listed on the corresponding PSB/5 forms. If the meat is also being placed under the Customs Warehousing procedure the form should list the relevant SAD (Com) No(s). The form must be completed and signed by the operator or his/her coldstore representative before being forwarded to the-Department officer for checking and counter-signature.
- 4.3.7 The documents relating to the operation of placing in storage including the location of the storage lots with the corresponding quantities must be sent to the Department no later than 5 working days after placing in storage.

4.4 Commencement of contractual storage period

4.4.1 The first day of contractual storage for each application is on the day following the date of entry of the final lot of meat for the contract into the coldstore.

4.5 **Storage arrangements**

- 4.5.1 All the meat produced for a given contract must be stored in the same coldstore.
- 4.5.2 The meat stored under an APS contract must be located in one area of the coldstore and in such a manner that it is readily identifiable and accessible at all times. It should be stored in order of contract number.
- 4.5.3 Each pallet holding meat (in bone-in or boneless form) under an APS contract must have a label attached on each side giving the details outlined in 4.2.2 above.
 - Pallets shall contain meat from one contract only.
- 4.5.4 In each coldstore chamber holding APS meat, a centre or main aisle shall be provided and this must be kept free, at all times. When a Department official is not satisfied as to the storage arrangement for APS meat the operator will be obliged to organise a rearrangement as required and will be responsible for all costs arising from such rearrangement.
- 4.5.5 The meat must remain in the designated cold store for the contracted storage period and must not be altered in any way or exchanged for other products.

4.6 Coldstore Register

- 4.6.1 The operator must ensure that the coldstore maintains a register for meat stored under APS contracts in addition to the standard commercial records. The register should contain:
 - (i) consignment records relating to the movement of meat to and from the store
 - (ii) identification, by contract number, of products placed in private storage
 - (iii) the number, weight and designation of carcases, half-carcases or boxes as the case may be
 - (iv) date of commencement of contractual storage for each contract
 - (v) date(s) of withdrawal from storage of products in private storage
 - (vi) location of each contract in store.
- 4.6.2 These records shall be kept at all times up-to-date and be retained for 3 years after the events concerned and be available on request for inspection and verification by Department officials. If the storekeeper wishes to use a computerised system, such a system must be capable of providing the data listed at 4.6.1 above in an easily accessible manner.
- 4.6.3 A store plan or grid reference guide should be available to Department officers in the store showing the location of APS product there by contract number.

4.7 Control and inspection by the Department

4.7.1 The Comptroller and Auditor General, or any of the institutions of the European Community may instruct the Department to inspect and examine APS meat and records relating thereto. The operator shall permit access to the store at all reasonable times, with or without prior notification, to officials authorised by the Minister for Agriculture, Food and the Marine for this purpose. All assistance necessary for the execution of control over the meat being

stored, including the taking of samples as appropriate, shall be given. It is the responsibility of the operator to ensure that the coldstore complies with this requirement.

4.8 Stock returns

- 4.8.1 Each applicant is required to furnish to the Department details of APS meat in contractual storage at the end of each month. The details to be included, as appropriate, are:
 - (a) quantity entering store
 - (b) quantity withdrawn from store
 - (c) quantity in store but no longer under contractual storage
 - (d) total quantity in contractual storage

Section 5 REMOVALS FROM APS STORAGE

5.1 Completion of storage

- 5.1.1 Aided storage under an APS contract shall be completed at the end of the contractual storage period. A contract for storage may be for 90, 120 or 150 days.
- 5.1.2 A summary of the individual quantities removed from an APS contract must be recorded on form **PSB/9** Storage Certificate. The form must be completed by the operator or his/her representative at the coldstore and submitted for certification by the local Department officer.

5.2 Coldstore Records

- 5.2.1 Further to the requirements of Section 4.6, the applicant shall ensure that the following details regarding the removal from store are itemised accordingly in the cold store records:
 - the quantities of meat and date(s) of withdrawal from the APS scheme and
 - the date of physical removal from the cold store.

Such records must be kept for at least three calendar years starting from the end of the calendar year in which they were drawn up.

Section 6 ELIGIBILITY OF COMPLETED CONTRACTS

6.1 Fulfilment of contract obligations

Please refer to Regulation 2016/1238 and Regulation 2016/1240

6.1.1 Eligibility for aid arises when the Department is satisfied that the operator has fulfilled the obligations undertaken in the contract application.

- 6.1.2 Each of the required control forms must be completed and signed by the operator or his/her representative, checked and countersigned by the local Department officer. If all in order the Department officer then forwards the original documents in a sealed envelope to the Department's APS Section in Johnstown Castle Wexford.
- 6.1.3 The Department will only accept original documents, correction fluid should not be used, any amendments should be initialled and dated and the incorrect information crossed out.
- 6.1.4 The forms relating to the operations for placing in storage must be received by the Department within five working days following the placing of the last lot into contractual storage.

Operators should note that any apparent lack of attention to the completion of the required control forms for particular contracts, or delay in the submission of forms to the Department may be penalised by the whole or partial forfeiture of the contract security concerned. Falsification of documents shall result in the loss of the aid due and the forfeiture of the security.

6.2 Other sources of information

6.2.1 The applicant should note that authorised officers of the Department may, from time to time, wish to examine their commercial records and documentation for the purpose of verifying the origin, ownership and disposal of the meat which is the subject of an APS contract.

Section 7 PAYMENT OF AID

Please refer to Regulation 2016/1238 and Regulation 2016/1240

7.1 Application for aid

- 7.1.1 An application for aid, made on PSB/20 *Claim Form*, with the required supporting documents, in respect of a particular contract should be made to the Department **within 3 months** following the end of the period of contractual storage.
- 7.1.2 If the Department is satisfied that the contractual conditions have been fulfilled, payment will be made within 120 days following the date of receipt of the payment application, with the required supporting documents, provided it has not been necessary for the Department to initiate enquiries as to the entitlement to aid.
- 7.1.3 The operator is advised to supply the Department with bank details to which the aid payment can be remitted.

7.2 Calculation of aid

- 7.2.1 Aid will be calculated with reference to the following elements:
 - (a) the eligible quantity as determined in Section 7
 - (b) the appropriate basic rate of aid as set out in Commission Implementing Regulation 2020/596

7.3 Aid and Aid Deductions (Refer to Article 8 Regulation 2016/1238)

- 7.3.1 The aid shall be paid for the contractual quantity if the quantity stored during the contractual storage period represents at least 97 % of the contractual quantity, whereas the contractual quantity relates to the fresh meat entering the store.
- 7.3.2 No aid is payable if the quantity stored during the contractual storage period is less than 97% of the contractual quantity, whereas the contractual quantity relates to the fresh meat entering the store
- 7.3.3 Aid shall only be paid where the contractual storage period respects the storage period laid down in the Implementing Regulation 2020/596.
- 7.3.4 If checks during storage or on removal reveal that the products are defective, no aid shall be paid for the quantities concerned. The remainder of the storage lot eligible for aid shall be not less than 10 tonnes. The same rule will apply where part of a storage lot or batch is removed from storage for reasons of defectiveness before the end of the minimum storage period
- 7.3.5 Where in respect of the total quantity stored the operator fails to respect the end of the contractual storage period, the aid for the contract in question shall be reduced by 10 % for each calendar day of non-compliance. However, this reduction shall not exceed 100 % of the aid.

7.4 Reimbursement of Aid

7.4.1 Any unduly paid aid shall be refunded to the Department on request.

Section 8 RELEASE OF SECURITIES

Please refer to Regulation 2016/1238 and Regulation 2016/1240

8.1 **Basic contract security**

- 8.1.1 The contract security will be released in full when the Department is satisfied that all contractual obligations have been fulfilled.
- 8.1.2 The contract security will be forfeited in full (or in part):
 - (a) If the operator withdraws an application for aid to private storage
 - (b) Where the application is amended after submission
 - (c) less than 95% of the quantity specified in the application is placed into storage for the contractual storage period
 - (d) less than 97% of the contractual quantity is kept in storage for the period laid down in the Implementing Reg. 2020/ 596. whereas the contractual quantity relates to the fresh meat entering the store
 - (e) has not completed the placing in storage within 28 days after the date of acceptance of application



Section 9 APS CONTROL FORMS

This section lists the control forms which must be completed to record the existence of a contract and subsequently each stage of the contract performance.

- PSB/1 Application form to be completed by the applicant for aid.
- PSB/2 <u>Notification</u> of the Department's acceptance of the application.

PSB/3: Bone-in meat Carcase Weight Schedule.

Used to record the weights of the carcases from which the APS meat will be derived. Forms should be numbered according to production date order.

PSB/4: Meat Cutting/Deboning Output

Used to record the output of APS meat cut or deboned prior to storage.

PSB/5: Meat Transit Note and Certificate of placing in store

Used to record the placing of meat in store. Sections A and B must be completed at the plant of slaughter and the form must accompany the consignment to the coldstore where Section C must be completed to confirm entry of the meat into the place of final storage.

PSB/6: Summary of meat placed in Store

Used to summarise the details given in the corresponding PSB/5 forms.

PSB/7: APS Inspection Report [For official use]

PSB/9: Storage Certificate

This form must be completed either when all the meat stored under a contract has been withdrawn from storage or at the end of the maximum storage period. If all the meat is withdrawn before the end of the maximum storage period, the applicant shall complete Sections A and B of the form and enter a 'Nil' return in Section C.

PSB/20 Claim form for Aid

This form is used, with PSB/9 to apply for aid in respect of each contract. It should be sent to the Department within 3 months of the end of the contractual storage period.

Each form must be completed at the time when the relevant operation takes place and returned to APS Section through the DEPARTMENT officers. The PSB/3, PSB/4, PSB/5 and PSB/6, forms must reach APS not later than one month after the date of placing into storage. The PSB/9 must be forwarded when completed.

PART III: ELIGIBLE MEAT PRODUCTS AND RATES OF AID

 $\label{eq:ANNEX} ANNEX$ List of products eligible for aid referred to in Article 2(1) and the relevant amounts of aid per a storage period as referred to in Article 4(1)

Custom nomenclature code (CN code) of products	Products description	Products conformation class as provided for in Section III of Annex IV to Regulation (EU) No 1308/2013	Amount of aid per a storage period (EUR/tonne)		
			90 days	120 days	150 days
1	2	3	4	5	6
ex 0201 20 50	Separated hindquarters: the rear part of a half carcase, comprising all the bones and the thigh and sirloin, including the fillet, with a minimum of three whole or cut ribs, with or without the shank and with or without the	S: Superior E: Excellent U: Very good R: Good O: Fair	1 008	1 033	1 058

Contact Details

If you have any questions or would like more information about this notice, please contact the operations team:

Email: APSAdmin@agriculture.gov.ie

Phone: 0761 064451

Information Note on Securities accepted by Department of Agriculture, Food and the Marine

Commission Implementing Regulations (EC) No 907/2014 and 908/2014 of 11 March 2014 laying down the common detailed rules for the application of the system of securities for agricultural products

A security is required when submitting an application for private storage aid and the application shall not be accepted as complete until a security is in place prior receipt of applications.

The Department of Agriculture, Food and Marine accepts securities in a number of formats which are outlined below. It should be noted that some securities are treated differently to others, for the reasons given.

Type of Security	Details
Bank draft	This is treated as cash and does not need to clear the account before it is accepted with a valid application.
Bank guarantee	A written guarantee drawn up by a financial institution, whereby in the event that obligations are not fulfilled, the financial institution promises to pay the amount due. Financial institutions must have prior approval from the Department to act as a guarantor. A current list of guarantors is available, upon request. Bank guarantees are drawn up using specific text.
Cash	Cash is not accepted.
Credit/debit/Laser card	Payment by any of these methods (see below) is treated as cash and does not have to clear the account before it is accepted with a valid application.
Electronic fund transfer	The Department's protocol for EFTs is outlined below. Time should be allowed for the EFT to appear in the Department's bank account before the associated application can be accepted.
Postal order	This is treated as cash and does not need to clear the account before it is accepted with a valid application.
Waiver	See Article 18(2) of Reg (EC) 907/2014

Bank drafts and postal orders should be made payable to Department of Agriculture, Food and the Marine. To avail of the credit/debit/Laser card facility please contact the Department's Cash Office by telephone at +353 (0)49 4352053.

Payment by EFT can only be made according to the following protocol.

- 1. All payments to be made in Euro.
- 2. Each EFT payment made <u>must</u> quote your name or your Department of Agriculture, Food and Marine nine-digit customer number (e.g. 100987456 or 300987456).

This enables the Department to distinguish your payment in our account. Be sure that your bank can accommodate this reference.

- 3. Each payment must be followed by remittance notice detailing
 - Name and address details.*
 - Your nine-digit customer number (e.g. 100987456 or 300987456)
 - The date and amount paid into the Department's EFT Account.
 - A detailed description of purpose of the payment (Aid to Private Storage for BEEF).*
 - * These are required to enable the Department to clear the payment against the correct Trader and licence application.
- 4. Where a payment is to cover a number of different branches of your company (i.e. a number of Department customers) a breakdown of the payment is required giving the details at 3 for each branch.
- 5. The remittance notice can be sent:
 - by email to eftpayments@agriculture.gov.ie or;

• by mail to EFT Payments, Cash Office, Accounts Division, Department of Agriculture Food and the Marine, Government Buildings, Farnham Street, Cavan, or;

The Department cannot accept any responsibility for payments made into this account that cannot be identified due to lack of information. Should you have any problems please contact the Department Cash Office at +353 (0)49 4368254

The Department's EFT Bank Details

Company Name: Department of Agriculture, Food and the Marine Company Address: Farnham Street, Cavan, Co. Cavan, Ireland

Bank: Bank of Ireland, Main Street, Cavan.

Account Name: Department of Agriculture, Food and the Marine EFT Accounts

Accounts Receivable Account

Account Number: 17183210 Bank Sort Code: 90-32-93

IBAN NO: IE21 BOFI 903293 17183210

BIC NO: BOFIIE2D

Guarantees must be on the headed paper of the Guarantor

Minister for Agriculture Food and the Marine Johnstown Castle Estate, Co. Wexford Re: APS for PRODUCT in accordance with COMMISSION REGULATION (EU) NO. 2016/1238 as amended. We with registered office at hereby engage ourselves to be principal debtors to you jointly and severally with (hereinafter called the applicant(s) in respect of every sum which the applicant(s) shall become liable to pay to you pursuant to security in respect of the application for private storage aid for PRODUCT by the applicant(s) on or after the date of this guarantee under Commission Regulation (EEC) No.2020/596, as amended or to be amended, and any relevant regulations of the European Community for the time being in force. Our liability under this guarantee shall not exceed the sum of EUR (EUROs) But within this limit is a guarantee for the whole of each and every sum in which the applicant(s) shall become liable to you as aforesaid. This guarantee is valid until the obligations arising there-under have been discharged to the satisfaction of the Minister for Agriculture, Food and the Marine or 90 calendar days from the date of this guarantee have elapsed, whichever is the earlier. We hereby undertake jointly and severally with the applicant to pay, within 30 days of demand by the Minister for Agriculture, Food and the Marine any sum within the limit of this guarantee, due once the security is declared forfeit. We agree that this guarantee shall not be deemed to have been delivered until actually received in your office. Signature*: Witnessed by: (Signature and full address of witness For and on behalf of: *In the case of the bank guarantee, the signatory should be the General Manager or in his absence the guarantee should be signed by a person authorised to sign it on his behalf.