

# SPRING 2 Environmental Protection Scheme Terms and Conditions

## Introduction

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SPRING 2 is an Environmental Protection Scheme (the “Scheme”) set up by South Staffs Water to improve the quality of surface water at a catchment scale by supporting local farmers in its priority catchment areas that are willing to explore catchment friendly alternatives.

Under the Scheme, farmers will be able to apply for a grant towards the costs of voluntary on- farm infrastructural improvements and agricultural management schemes designed to protect the environment and improve surface water quality, subject to these Terms and Conditions. The Scheme is voluntary and not all applications for participation in the Scheme will be successful.

## Terms and Conditions

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Application to and participation in the Scheme is governed by these Terms and Conditions and any person who applies for a grant under the Scheme is deemed to have read and accepted these Terms and Conditions. Please refer to our website for the latest version of these Terms and Conditions.

### 1. The Scheme

#### 1.1 What does the Scheme cover?

The Scheme covers on-farm infrastructural improvements and agricultural management schemes designed to improve surface and ground water quality (“Projects”). Examples of the Projects that you may apply for a grant for can be found at: <https://www.south-staffs-water.co.uk/spring>. The Scheme excludes funding for maintenance or normal wear and tear.

#### 1.2 What is the grant?

You can apply for a grant which will cover the cost of implementing a Project up to a maximum amount of £15,000 per farm per application period. The Project may cover multiple improvement options, provided that you will not be entitled to apply for any costs over the maximum amount. Details of the maximum amounts that can be applied for per option and the application period can be found on our website at the link set out in section 1.1 above.

### 1.3 What are the eligibility criteria?

To be eligible to participate in the Scheme and apply for a grant:

- 1.3.1 your farm must be situated within the priority catchment areas and have high risk fields;
- 1.3.2 you must provide a copy of farm maps and photos, relevant pesticide application records and farm boundaries; and
- 1.3.3 you must complete and sign an application form in accordance with section 2 below; and
- 1.3.4 you must be aged eighteen years or over on the date your application form is submitted.
- 1.3.5 These criteria may be updated or changed from time to time in accordance with the application form.

### 1.4 Will I receive a grant if I meet the eligibility criteria?

Projects that are in a high priority catchment management area, provide good value for money and are able to demonstrate an improvement in water quality are more likely to be successful. However, we are unable to guarantee that your application for a grant will be successful. We reserve the right to decline an application if it fails to meet the eligibility criteria or if we are unable to provide funding, regardless as to whether or not the application meets the eligibility criteria. An inability to provide funding may arise if we receive a lot of applications in an application period.

### 1.5 Can I apply to other organisations for a grant?

Nothing in these Terms and Conditions prevents you from applying to other organisations for a grant. However, you will not be eligible to receive a grant from us under the Scheme if another organisation provides you with a grant (or any other form of financial assistance) for the Project (or any item of it) set out in your application form (whether this is before or after the date of any acceptance of your application).

If your application has been successful under the Scheme, you should not apply to another organisation for a grant for the same Project (or any item of it) as this could invalidate your grant under the Scheme. If your application has not been successful under the Scheme you may apply to another organisation for a grant.

## 2. Application to the Scheme

### 2.1 Who can apply?

If your farm has high risk fields, and your farm is situated in a priority catchment area, then you are eligible to apply to participate in the Scheme. Please note that planning permissions or other consents may be required for your Project – please consult with the Environment Agency or relevant authority to seek advice before submitting your application.

### 2.2 How do I apply?

If you would like to apply to participate in the Scheme, you must complete and sign the SPRING application form and provide all information requested in the form. The form can be accessed at [SPRING Application Form](#). The form must be submitted to us in accordance with the instructions in the form.

Our Agricultural Advisors are available to assist with your application, but are not responsible for the submission of your application form. We reserve the right to request from you any further information reasonably required to support your application. We will be unable to assess your application until you have provided all information requested.

### 2.3 How many applications can I make?

You are entitled to make one application for your farm per application period, subject to these Terms and Conditions. If there are multiple farm businesses, our Agricultural Advisor will determine if they are separate businesses.

### 2.4 How do I know if I have been successful or not?

Once you have completed and submitted the Scheme application form we will notify you if your application has been successful or not within 90 working days of the closing date for the applications; 31<sup>st</sup> January. If we notify you that your application has been successful then a contract will be formed between you and us on the basis of your application form and these Terms and Conditions and in accordance with any information or conditions set out in such notification by you signing and returning a copy of the notification to us.

If you have any queries on your application or if you have any concerns about our decision regarding your application please email us at [catchment.management@south-staffs-water.co.uk](mailto:catchment.management@south-staffs-water.co.uk).

## 3. Your Project

### 3.1 When can I commence my Project?

You should only commence your Project once you have received written confirmation from us that your application has been successful and with effect from the date that we notify you. If you choose to start any work in connection with a Project prior to such confirmation from us, you run the risk of not being entitled to a grant payment.

Please note that once your application for your Project has been accepted by us, you cannot change your Project or any part of it (including any items or works and the addition or removal of any items or works) without our prior written consent to such changes. If for any reason you need to change any part of your Project, you must notify us in writing of the proposed change and the reasons there for and await our written consent before implementing such changes. A failure to obtain our consent to such changes could invalidate your grant.

### 3.2 Do I need to do anything else before I commence my Project?

You should check with the Environment Agency (or relevant authority) if consent for your Project is required (for example, if your farm is situated in a National Park or if flood defence consent is required). Prior to the commencement of your Project you will need to ensure that you have obtained:

- 3.2.1 all necessary permissions (including planning permissions), consents, licences and authorisations to undertake the Project and any associated works at your farm; and
- 3.2.2 guidance from the Environment Agency and Natural England for the implementation of your Project and any associated works, where applicable; and
- 3.2.3 any further permissions, approvals and consents as reasonably requested by us, unless otherwise agreed by a South Staffs Water Agricultural Advisor.

### 3.3 Implementing your Project

Once you have obtained all required consents and guidance in accordance with section 3.2 above, you will need to purchase and install all of the equipment for your Project as set out in your application form and in accordance with the following criteria:

- 3.3.1 you must implement the Project in accordance with your application form and in accordance to the set options prescriptions provided to you prior to applying by an SSW Advisor;
- 3.3.2 you must notify us of any issues or delays on the agreed Project within a timely manner;
- 3.3.3 the installation of your Project must take place on your farm, which should be land that you either own or have a leasehold interest in;
- 3.3.4 you must ensure that the area on which the equipment (or other improvement) is to be situated or installed is suitable;
- 3.3.5 you may choose to do the works yourself or use a third party – you will be responsible to that third party, including for all payments to any third party that you use;
- 3.3.6 you must ensure that all equipment is of satisfactory quality and fit for purpose and has a minimum design life of ten (10) years or such longer period as prescribed by applicable law, regulation or code of practice;
- 3.3.7 you must ensure that all works are carried out in a workmanlike manner with reasonable skill and care and all relevant authorities are notified, where applicable;
- 3.3.8 you must at all times comply with, and ensure that the Project and any equipment and works comply with, all planning permissions and all applicable laws, regulations, codes of practice, industry guidance and standards in force from time to time, including all applicable:
  - 3.3.8.1 British Standards;
  - 3.3.8.2 environmental legislation and guidance and codes of practice issued by the Environment Agency;
  - 3.3.8.3 Health and Safety legislation and codes of practice issued by the Health & Safety Executive (HSE) (and you are responsible for any required notifications to the HSE for construction works); and
  - 3.3.8.4 Agricultural Codes of Good Practice, including Protecting our Water, Soil and Air: A Code of Good Agricultural Practice for farmers, growers and land managers;
- 3.3.9 you must collect and maintain all supporting documents and evidence relating to the Project for a period of 5 years from the date the Project is approved in accordance with section 3.5 below, including:
  - 3.3.9.1 all invoices and payment receipts (which must be addressed to you and not dated prior to the date notified to you in accordance with section 3.1 above – you will not be entitled to claim any payments in breach of this requirement);
  - 3.3.9.2 all consents, planning permissions, licences and authorisations;
  - 3.3.9.3 photographic evidence demonstrating the installation of the Project in accordance with these Terms and Conditions (including before, during and after photographs taken from the same position); and
  - 3.3.9.4 any further documentation as requested by us; and
- 3.3.10 you must promptly inform us in writing of any changes to your Project or any of the details set out in your application form.

#### 3.4 Risk in your Project

You acknowledge and agree that you are undertaking the Project at your own cost, expense and risk and that we have no liability in respect of the Project other than to make the grant payment to you in accordance with the eligibility requirements in these Terms and Conditions.

#### 3.5 Completion of your Project

Once you have completed your Project, you will need to notify us and provide us with all of the supporting documents and evidence set out in section 3.3.9 above, together with such other documents

and information that we may reasonably request in order to verify that the Project has been completed in accordance with these Terms and Conditions. A failure to provide all supporting information and evidence may invalidate your eligibility to receive the grant payment (in whole or part).

All work must be completed no later than the 31<sup>st</sup> of January of the following financial year.

We will then arrange with you a time and date to visit your farm to inspect the Project. If we are satisfied that you have completed the Project in accordance with these Terms and Conditions, we will provide you with written confirmation (“**Confirmation**” or “**Acceptance**”).

### 3.6 Your continuing obligations

You will, at your cost and expense, ensure that all equipment installed as part of your Project:

3.6.1 is properly maintained in accordance with the manufacturer’s instructions and all applicable laws; and

3.6.2 remains in operation in agricultural use on your farm for a minimum period of five (5) years from the date of installation, unless we have agreed otherwise with you in writing.

A failure to comply with this section 3.6 may result in us requiring the repayment of the grant payment (in whole or part).

## 4. Our rights and obligations

### Payment of the grant

4.1 Subject to our written confirmation that the Project has been successfully completed in accordance with section 3.5 above:

4.1.1 you will issue to us a valid invoice for the amount of the grant set out in your application form and proof of work completed; and

4.1.2 subject to receipt of your valid invoice and we will pay to you the amount invoiced within ninety (90) days from the date of our written Confirmation that the Project has been successfully completed in accordance with section 3.5 above, provided that you will not be eligible to receive payment if you are receiving funding for any part of the Project from another source.

If you have not completed the Project in accordance with these Terms and Conditions, we reserve the right to not make any payment to you or, in our discretion, make a pro rata payment to you to reflect those elements of the Project that are compliant with these Terms and Conditions. All payments are subject to administrative checks and other controls we consider necessary to protect the Scheme.

### 4.2 Repayment of the grant

We reserve the right to require you to repay back the grant (in whole or part) if you are in breach of these Terms and Conditions, or if you become bankrupt or insolvent or are prosecuted for any environmental offence.

### 4.3 Monitoring and Inspection

During the course of the Project, we may undertake on-the-spot inspections to check the progress of the Project and compliance with these Terms and Conditions. You must allow us (and our Agricultural Advisors) access to your farm to inspect the Project and any works. A failure to do so may invalidate your eligibility to receive the grant payment.

During the course of the Project, you are required to respond to communications from our Advisors, failure to do so may invalidate your eligibility to receive the grant payment and any agreed Projects will be terminated with immediate effect.

Following the completion of your Project, we reserve the right to monitor and inspect the water quality in the catchment area, including the surface and ground water quality from your farm as a result of your Project. You will provide all co-operation that we reasonably request to do this, including allowing us access to your farm and the equipment installed as part of your Project once a year on prior notice.

#### 4.4 Confidentiality

We will keep any confidential information that you disclose to us confidential for as long as it remains confidential and is not in the public domain, or unless you inform us that we may disclose it. However, this is subject to any regulatory or statutory disclosures that we are required to make, including the reporting of any compliance breaches to the Environment Agency.

We will use the information you provide in connection with your application to determine your eligibility to receive the grant and to improve our knowledge and understanding of the catchment area.

## 5. Withdrawal and Termination

### 5.1 Withdrawal of the Scheme

We reserve the right to withdraw the Scheme at any time. If your application has been approved by us, then we will notify you of any withdrawal of the Scheme and:

- 5.1.1 if you have not yet commenced any actions in connection with your Project, then we may terminate your participation in the Scheme and you will no longer be entitled to the payment of the grant; or
- 5.1.2 if you have commenced any part of the Project, then we will allow you to complete the Project and claim payment of the grant in accordance with these Terms and Conditions.

### 5.2 Termination of your participation in the Scheme

We may upon written notice to you postpone, withdraw or terminate with immediate effect your participation in the Scheme, if you:

- 5.2.1 receive any 'double funding' in respect of a Project (or any item);
- 5.2.2 commit any material or persistent breach of these Terms and Conditions and in the case of such a breach that is capable of remedy fail to remedy that breach within fourteen (14) days (or such other timeframe we may reasonably require) from the date of written notice to you giving details of the breach and requiring it to be remedied;
- 5.2.3 provide false or misleading information or commit any act of fraud (including using the grant for any other purpose);
- 5.2.4 commit any act or omission, or make any statement or otherwise behave in any manner, which may result in any harm or damage to our reputation or the operation of our business;
- 5.2.5 behave in an aggressive or inappropriate manner towards any SSW staff or SSW Contractors;
- 5.2.6 become bankrupt or insolvent; or
- 5.2.7 are prosecuted for any environmental offence.

Without prejudice to any of our rights or remedies (whether under these Terms and Conditions or otherwise) if you are in breach of any of these Terms and Conditions, you will promptly remedy the breach at your own expense to ensure compliance with these Terms and Conditions unless we have notified you of the termination or withdrawal of your participation in the Scheme.

### 5.3 Consequences of Withdrawal or Termination

5.3.1 On the termination of the Scheme (or your participation in the Scheme), you will cease to be entitled to any grant payment, save as set out in section 5.1.2 above, and repay to the grant (in whole or part) to us].

5.3.2 Save as expressly set out in these Terms and Conditions, the withdrawal of the Scheme or the termination of your participation in the Scheme will not prejudice or affect any right, power or remedy which has accrued or will accrue to either party prior to or after such withdrawal or termination. The provisions in these Terms and Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

## 6. General

### 6.1 Interpretation: In these Terms and Conditions:

- 6.1.1 references to “we”, “us” or “our” means South Staffordshire Water Plc (company number: 02662742) (or ‘South Staffs Water’), and references to “you” or “your” means the applicant, including your employees, agents and contractors;
- 6.1.2 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, authority or any other entity;
- 6.1.3 any words following the words “include”, “includes”, “including” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and
- 6.1.4 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of the first party.

6.2 **Business:** You confirm that you are acting in the course of your business as a farmer and not as a consumer for the purpose of your application and/or participation in the Scheme.

6.3 **Notices:** Any formal notice required under these Terms and Conditions may be sent by pre-paid first class post or recorded delivery or delivered to or left at a party’s address. Such notice will be deemed to be served at 9:00am on the third business day after the date of posting or at the time of delivery to a party’s address, as applicable.

6.4 **No Assignment:** Participation in the Scheme is personal to you and you will not assign the benefit or delegate the burden or otherwise transfer any right or obligation to any other person without our prior written consent. We will not withhold consent in the event of your serious illness, death or long term professional incapacity.

6.5 **Force Majeure:** A party will not be in breach of these Terms and Conditions or otherwise liable to the other party for any failure to perform or delay in performing its obligations to the extent that such failure or delay is due to any event or circumstance beyond the reasonable control of the affected party, provided that all reasonable steps are taken to mitigate the effect of such event or circumstance.

- 6.6 **No Waiver:** A delay in exercising or failure to exercise a right or remedy under or in connection with these Terms and Conditions will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 6.7 **Illegality:** If any term of these Terms and Conditions is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these Terms and Conditions and this will not affect the remainder of these Terms and Conditions which will continue in full force and effect.
- 6.8 **No Partnership or Agency:** Nothing in these Terms and Conditions and no action taken by the parties in connection with them will create a partnership or joint venture between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 6.9 **No Third Party Rights:** The parties do not intend that any term of these Terms and Conditions will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 6.10 **Entire Agreement:** These Terms and Conditions and all documents referred to herein constitute the entire agreement between the parties and supersede any prior agreement or arrangement in respect of their subject matter. You will not be able to rely on or have any remedy in respect of any misrepresentation, representation or statement (whether made by us or any other person and whether made to you or any other person) which is not expressly set out in these Terms and Conditions. Nothing in this section will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

## 7. Data Protection

- 7.1 Any personal data submitted in the application for the Scheme will be used for the purposes of assessing the application and administering the Scheme including for compliance with any legislation and regulations with regards to the Scheme. We process personal data in accordance with our privacy policy.
- 7.2 Where you provide personal information relating to another individual, it is your responsibility to obtain consent from them for the sharing with us and use by us of their information in accordance with these Terms and Conditions and our privacy policy. Your submission of an application represents your confirmation that you have obtained the appropriate consent in accordance with this section.
- 7.3 Our privacy policy is available at <https://www.south-staffs-water.co.uk/privacy-cookie-policy>.

## 8. Dispute Resolution

- 8.1 **Internal Resolution:** In the event of any dispute or difference arising out of or in connection with the Scheme (“Dispute”), our representatives will meet with your representatives to discuss such Dispute in good faith. You agree to make your representatives available on reasonable notice to discuss such Dispute.

- 8.2 **Governing Law and Jurisdiction:** These Terms and Conditions and any non-contractual obligations arising out of or in connection with them will be governed by the laws of England and, subject to section 7.1, the courts of England have exclusive jurisdiction to determine any Dispute arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual obligations).