

# Farm Capital Grant Scheme Application Form

Please complete the form below and return to Southern Water by email, along with a quotation for infrastructure works/equipment being requested, to be considered for a maximum of £10,000 grant funding in 2021-22.

To be eligible to apply, proposed infrastructure works must located within, or proposed machinery purchases used within, a Southern Water drinking water catchment. To verify eligibility, please email <a href="mailto:catchmentschemes@southernwater.co.uk">catchmentschemes@southernwater.co.uk</a> with the location of your proposed infrastructure works or the location/holding number your proposed equipment purchase is to be used at. Retrospective applications will not be considered. Purchase of equipment and/or commencement of works must not take place before a formal offer of grant has been received or your claim may be rejected. Before and after photographs will be required when making a claim for infrastructure works.

Works must be completed and/or equipment purchased and claimed for by 28<sup>th</sup> February 2022.

### Section 1: Personal/business details

Please complete:

Applicant name:	
Farm/business name and address:	
Email address:	
Contact number:	
CPH number:	

We're committed to protecting and respecting your privacy. We collect, store and use information about people in a secure, respectful way that complies with the relevant legislation. Our Privacy Notice explains your rights and how we deal with your personal information. You can access our Privacy Notice using the link <a href="https://www.southernwater.co.uk/privacy">www.southernwater.co.uk/privacy</a>





# Section 2: Items being applied for:

Please complete:

Full description of item being applied for (or short description and quote reference if quotation being submitted contains full details of items)	Total cost of item	Contribution being applied for (max. 50%)	Application amount (£)
	Total applica	ation amount (£):	





# **Section 3: Application map**





#### **Section 4: Declarations**

Please complete and return this form, along with a quotation for the infrastructure works/equipment for which funding is being requested, to:

## catchmentschemes@southernwater.co.uk

Successful applicants will receive a formal offer of grant funding shortly after the application is received.

Purchase of equipment and/or works must not begin before a formal offer of grant has been received or your claim may be rejected.

#### Please read and tick to confirm ALL statements below:

I/we have read the terms and conditions at appendix 1 of this form and agree to be bound by them for the purposes of this grant	
I/we acknowledge that infrastructure works must be completed and/or farm machinery /equipment must be purchased, as agreed and set out in this application form, unless otherwise agreed by Southern Water in writing	
I/we confirm a quotation for the items being requested has been attached to this application	
I/we acknowledge that works must be completed and/or equipment purchased and claimed for <b>by 28</b> <sup>th</sup> <b>February 2022</b> in order to be eligible for grant	

I / we confirm that I / we have the appropriate authority to make infrastructure investment decisions on this holding:

Applicant name:	
Applicant signature:	
Date:	





## **Appendix 1: Terms and Conditions of grant funding**

Purpose and Use of the Grant and Agreement Holder Responsibilities:

- 1. You must confirm that: (i) you have management control of the Farm for five years from the date of this letter; and (ii) you will remain the legal owner of the farm machinery /equipment. If you do not have sufficient management control of the Farm, your landlord will need to countersign the declaration to confirm that they agree to fulfil the terms of the Agreement.
- 2. You (or your representative) must inform Southern Water as soon as possible or in any event within 30 days of there being a change of occupation of the Farm which shall include possible sales, termination of tenancies and death or incapacity of current owners. You shall notify prospective future owners/tenants of the Farm of the Projects, planned, ongoing and undertaken, to include any ongoing maintenance obligations that may have been agreed between you and Southern Water.
- **3.** You permit Southern Water to use your name, and any images and information relating to the Projects in studies and analysis and reports regarding its wider catchment management work and that such data (without your name) may be disseminated to third parties outside of Southern Water.
- **4.** You are to notify Southern Water as soon as reasonably practicable should you plan to cease an agreed Project or the use of a Project (including plans to stop use of the farm machinery /equipment on the Farm) is to change.
- 5. When undertaking a Project, or when maintaining a completed Project you shall:
  - a. Ensure that all the relevant permissions, consents and/or permits are obtained from the relevant authorities as required.
  - b. Ensure that the Project complies with any relevant legal or industry standards.
  - c. Comply with any additional reasonable instructions or specifications of works from Southern Water or its appointed consultants regarding the execution of the Project.
  - d. Comply fully with any applicable law.
  - e. Ensure that the Project is carried out in a professional manner so as to minimise any danger or damage to the land or environment.
  - f. Adhere to any relevant best practice guidelines.
  - g. Allow Southern Water or its consultant(s) access to the Farm for observation upon reasonable notice to view the progress or results of any Project
- **6.** You must be able to confirm that the completed Projects will remain in situ and the farm machinery /equipment will be used primarily on the Farm and all be maintained and used for their intended purpose for a period of at least five years from the date of completion for the Grant to be payable. No additional payments for maintenance may be claimed.
- 7. Southern Water may carry out water quality monitoring in the nearby area relating to the Project for up to a period of five years after completion of the Project and where access is required, You shall provide such consent upon reasonable notice, being a period of at least 24 hours.





### Payment of Grant:

- **8.** Schemes must be completed and claimed for **by 28**<sup>th</sup> **February 2022** to be eligible for the grant. A claim form is available on request from a Catchment Officer.
- **9.** Southern Water's intention is that the Grant will be paid to the Applicant in full. However, without prejudice to Southern Water's other rights and remedies, Southern Water may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
  - The Applicant has deviated from Southern Water's instructions or the details set out in the application form, unless prior agreement has been sought from a Catchment Officer and agreed in writing.
  - The Applicant uses the Grant for purposes other than those for which it has been awarded,
  - If the farm machinery /equipment is sold, is used primarily on a holding other than the Farm indicated on the application form, or is no longer being used for its intended purpose;
  - Southern Water considers that the Applicant has not made satisfactory progress with the delivery of the approved Scheme;
  - The Applicant is, in the reasonable opinion of Southern Water, delivering the approved scheme in a negligent manner;
  - The Applicant knowingly provides Southern Water with any materially misleading or inaccurate information.
- **10.** If the Project has been removed or is not maintained so it is functioning for at least five years from the date of completion, Southern Water shall be entitled to claim back the proportion of the Grant applicable to the Project that was paid to you.
- 11. Grants schemes are generally outside the scope of VAT, however, it is the responsibility of the receiver of the grant to determine the correct VAT treatment for it and Southern Water Services limited would accept and pay it.
- 12. You may only claim for the Grant upon completion of all the Projects you have undertaken in this Grant year. Please claim for exact quantities and measurements. Should you wish to claim for individual Projects prior to the completion of all the Projects please contact your Catchment Officer for approval.
- **13.** Southern Water reserves its right to inspect the completed Projects prior to any payment of the Grant being made and for a period of five years after the Project has completed.

#### Southern Water's Limit of Liability:

- 14. Southern Water accepts no liability for any consequences, whether direct or indirect, that may come about from the use of the Grant or from withdrawal of the Grant. The Applicant shall indemnify and hold harmless Southern Water, Southern Water's partners, their employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Applicant in relation to the approved scheme, the non-fulfilment of obligations of the Applicant under this Agreement or its obligations to third parties.
- **15.** Southern Water's liability in relation to this agreement is limited to the amount of the Grant stated in the Offer Letter.
- **16.** Any amendment to this agreement shall be in writing and signed by both parties.



