



Terms & Conditions for SuDS Community Funding Scheme Applications

Made from 01 May 2024

By submitting an application for funding from our SuDS Community Fund, you are agreeing to these terms and conditions.

In these terms and conditions:

Application means the form you filled in, asking us for grant funding for your project under the SuDS Community Funding Scheme

Grant means the money we give you for your project

Project means the SuDS installation you've described in your application (either a water butt or an 'innovative idea')

SuDS Community Funding Scheme means the sustainable urban drainage system (SuDS) community grant funding scheme as described at <https://southernwater.co.uk/sudscommunityfund>

we, us, our means Southern Water and our affiliates, including our employees and partners

you and **your** means the individual person completing the application for grant funding or the organisation you've named in your application

The Application Process

Applications open on [01 May 2024] and close on [12 June 2024].

We'll review Applications to check your Project meets the requirements of our SuDS Community Funding Scheme. After we've reviewed, we'll let you know if you've been successful to receive a Grant.

If you're successful we'll pay you the Grant in two installments: (1) 50% [within 15 working days] and (2) 50% [within 15 working days] of completing your Project.

Important: Once you have submitted an Application and/or been paid a Grant, please don't make any changes to your Project unless you get our confirmation, in writing to the changes, before you make them.

If you're successful

Any Grant funding you get from us is subject to the following terms and conditions.

1. Our contract with you

1. Your Application is approved when we write to you to confirm you'll be getting a Grant (which may be by email).
2. By accepting your Grant, you're also agreeing to be bound by these terms and conditions.

2. What you agree

1. Only you can spend your Grant. You can only use it to carry out your Project, which must be for sustainable drainage purpose, slowing the flow of rainwater or removing it from the combined sewer completely.
2. You agree to act in good faith (for example, you agree not to give us false, inaccurate or misleading information about your Project or use your Grant for anything other than what you've said you'll be using it for).
3. You agree:
 1. To keep clear and accurate records, showing exactly what you've spent your Grant on (including receipts for Project materials) – and share them with us within five working days, if we ask you to
 2. To get whatever permissions you need (consents or approvals) before carrying out your Project, keeping them up to date and complying with them.

3. Our responsibilities

1. We will provide you with guidance and support regarding the SuDS Community Funding Scheme. This assistance does not constitute design or construction advice for your Project and we are not liable for your Project, including for the design, suitability, quality or execution of it.
2. You are responsible for the full costs associated with your Project under the SuDS Community Funding Scheme. We will pay the Grant to you as a contribution towards those costs as set out in the application process above, subject to compliance with the requirements of the SuDS Community Funding Scheme and these terms and conditions. Any costs of your Project that exceed the amount of the Grant are to be covered by you, unless we expressly agree in writing otherwise.
3. Southern Water will pay the Grant by BACS transfer into your nominated bank account within [15] working days in installments as set out in the application process above.

4. Taking your Grant back

We have the right to ask you to pay back all or any part of your Grant, if we think you've:

1. Spent all or part of it on anything other than the Project
2. Used it in a way that goes against the aims of the SuDS Community Funding Scheme or these terms and conditions.

5. Feedback

1. You agree to provide us with feedback about how you heard about the SuDS

Community Funding Scheme, how you have used the Grant and how well it's slowing down or retaining rainwater. You agree to give this feedback to us promptly, in the form we've asked for.

2. We may use your feedback for reporting purposes or to publicise the SuDS Community Funding Scheme.
3. You agree to meet with us to discuss your Project if we ask you to, provided we have given you reasonable notice of any meeting.
4. You must also give us any extra information or documents we ask for (within reason) to prove that you've used your Grant in line with these terms and conditions and give us access to inspect and photograph the Project.
5. Once the Project is over, we will ask you to complete a survey and ask if the Project has changed attitudes and what has been learnt. We will also ask if you are willing to be interviewed about the Project.

6. Publicity and marketing

1. We may publicise successful projects online and share them with our employees, Consumer Council for Water (CCW) and/or our regulators. You agree that we can use any of the information and images you've given us in any of our publicity or marketing.
2. You agree that we can edit or change the wording of any written content you give us, to fit the Southern Water tone of voice guidelines.
3. You agree to follow our brand guidelines (which we'll give you) whenever you mention Southern Water or our SuDS Community Funding Scheme in your own publicity or marketing.
4. If you give us any photographs, logos, trademarks or other intellectual property rights, you grant us a worldwide, irrevocable (you can't take it back), perpetual (it's forever) licence to use, publish and reproduce them – in any media, anywhere in the world.
5. For any photos, logos, trademarks or other intellectual property rights you give us, you warrant and represent (you state) that:
 1. You – and only you – own them
 2. You have the right to give us the licence to use them, as we've described in clause 6.4
 3. You have the permission of anyone who appears in a photo that we can use it
 4. If any person in a photo is under 18, you have their parent or legal guardian's permission that we can use it
 5. They don't infringe anyone else's intellectual property rights.

7. Ending our contract

1. Our contract with you will continue until you've spent all the money we've given you on the Project, and we've finished doing any marketing around it.
2. We may choose not to pay you any or all of your Grant and/or end our contract with you immediately if:
 1. You break any of these terms and conditions
 2. You stop trading or can't pay your debts (for example, if you go into liquidation

or come to an arrangement with your creditors)

3. You do something we think could do serious damage to our brand, our reputation or goodwill (whether it's connected to the Project or not)
4. You aren't able to do what these terms and conditions say you have to do.

8. Your data

We will use your personal data in accordance with our Household Customer Privacy Notice on our website, found at: [Household Customers Privacy - Southern Water](#) as updated and amended from time to time and which will always take effect in its most recent form. Further, you agree to keep us informed without undue delay in relation to any changes to your personal data relevant to the SuDS Community Funding Scheme.

9. VAT

At the moment, your Grant isn't subject to VAT. If that should change, then the Grant you get will include VAT.

10. Other things you should know

1. You can't transfer any part of the Grant out of the United Kingdom or Isle of Man (as applicable) or any of your rights under it to any other organisation or person – unless you have our permission, in writing, to work with them to carry out the Project.
2. We won't accept any changes to these terms and conditions, unless we've agreed them in writing.
3. Wherever we've mentioned giving notice or telling you something in these terms and conditions, we'll always do this in writing. We prefer to do this by email at the addresses provided in your application, unless the law says we have to do it by post. If we send it by first class post, we'll assume you've got it after two working days. If we do it by email, we'll assume you've got it at the start of the next working day (as long as it hasn't bounced back).
 1. **You can write to us at:** partnerships.overflows@southernwater.co.uk If you prefer to send us a letter, or you need to give us official or legal notice, write to the General Counsel, Southern Water Services Ltd, Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX; or any other address we may give you, from time to time.
 2. **We'll write to you** at the email addresses or postal address on your application.
4. These terms and conditions and the documents we've mentioned in them (including the application) contain everything we've agreed with you about the Grant.
5. If a court decides that part of these terms and conditions aren't enforceable in law, then the remaining terms and conditions shall remain in full force and effect.
6. We can change or vary these terms and conditions by giving you two weeks' notice of the required change or variation
7. Your Grant, these terms and conditions and any disputes or claims that have anything to do with them will be governed by the laws of England and Wales and the courts of England and Wales will have non-exclusive jurisdiction.