

The Source to Tap Pilot Land Incentive Scheme

Scheme Terms & Conditions (STT4)

1. Scheme Terms & Conditions

The definitions and interpretation provisions in Schedule 1 apply to these Scheme Terms & Conditions and to the other documents which form your Agreement and also to the ancillary documents (claim form, etc).

2. Source to Tap Agreement

If your application is successful, your Source to Tap Agreement will be formed of a number of documents. They are:

- the Source to Tap Agreement Note (STT5) (sent out with notification of successful applications)
- the Source to Tap Scheme Terms & Conditions (STT4) (*ie this document*)
- the Source to Tap Application Form (STT3)
- the Source to Tap Water Environment Management Plan (also called the WEMP) (STT2)
- the Source to Tap Handbook (STT1).

If there is any inconsistency between any of these documents, the order in which the documents prevail over each other is the order in which they are listed above.

3. Eligibility

The criteria for eligibility for grant funding under the Scheme include the following:

- You must be the owner of the freehold of Your Farm.
 - If you sell or otherwise transfer ownership of the land during the Term of the Scheme Agreement (7 years unless terminated earlier – see *clause 13 Term, breach and termination*), you must ensure that the new owner agrees in writing with both you and us to take over your obligations under the Agreement (*see clause 8 Changes of ownership, tenancy, etc of Your Farm*).
 - If you have a conacre arrangement in place when you sign your Application Form, the conacre farmer will also need to sign both the Application Form and, if your application is successful, the Source to Tap Agreement Note. It will be your responsibility to ensure that current and future conacre farmers during the Term of the Agreement do not do or omit to do anything which might cause you to be in breach of your obligations under the Agreement (*see clause 5 Your responsibilities*).
 - If you rent out some or all of the land, the tenant farmer must also sign both the Application Form and, if your application is successful, the Source to Tap Agreement Note. It will be your responsibility to ensure

Source to Tap Land Incentive Scheme: Scheme Terms & Conditions (STT4)

that current and future tenant farmers during the Term of the Agreement do not do or omit to do anything which might cause you to be in breach of your obligations under the Agreement (see clause 5 *Your responsibilities*).

- Funding will only be provided for actions which are expected to improve the quality of river water that is abstracted for drinking water purposes;
- You may make more than one application up to an aggregate limit of £20,000/€23,000 (currency depending on whether the larger part of Your Farm is in Northern Ireland (£stg) or Ireland (€ Euro));
- Actions that are associated with regulatory compliance are not eligible for funding;
- The Scheme will not pay for capital works that are already underway prior to an application being made.
- If you do not have a DAERA or DAFM number, you will need to apply to get such a number from DAERA or DAFM (as the case may be) before making an application under the Scheme.

4. Landowner's declarations

You confirm that:

- the declarations made in the Application Form are and remain true and accurate to the best of your knowledge and belief and that your application is consistent with the eligibility criteria noted in the Source to Tap Handbook and/or these Scheme Terms & Conditions;
- you have full capacity and authority to enter into the Agreement;
- you are not aware of any circumstances which would prevent you from fulfilling your obligations under the Agreement;
- if you have a tenant farming all or part of Your Farm, entering into the Agreement will not be a breach of the tenancy agreement;
- if there are any changes to your circumstances which could affect your eligibility or suitability for a grant under the Source to Tap Scheme, or the declarations you made in the Application Form, or your ability to fulfil your obligations under the Agreement, you will notify us in writing without delay;
- you have read and understood and will comply with the provisions of the Source to Tap Handbook which apply to farmers applying for/receiving grants under the Scheme;
- you or (where applicable) your Sub-Farmer have/has not received and will not receive any duplicate funding or allowances from other public sources in respect of the same obligations you are required to undertake under the Agreement;

Source to Tap Land Incentive Scheme: Scheme Terms & Conditions (STT4)

- your obligations under the Agreement do not duplicate and will not duplicate any other legal obligations you or (where applicable) your Sub-Farmer would otherwise be required to undertake;
- your obligations under the Agreement do not and will not conflict in whole or in part with any other legal or contractual obligations on you; and
- you will at all times comply with all relevant domestic and EU legislation in the performance of your obligations under the Agreement.
- if you have selected an action funded under *de minimis* regulations, as stated in STT1, you have declared any other public funded payments you have received under *de minimis* state aid regulations within the current and previous 2 fiscal years of the date of application.

You confirm that you have obtained and will maintain and comply with any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of your obligations under the Agreement.

You understand that the giving of any approval, consent or acknowledgement, or the review of any document or course of action by or on behalf of The Rivers Trust does not relieve you of any of your obligations under the Agreement unless expressly permitted in writing by The Rivers Trust.

You understand that knowingly or recklessly providing false or misleading information or obstructing us or our agents on site visits or making proper enquiries in connection with the Agreement may be a breach of this Agreement.

You must make your own enquiries as to the accuracy and adequacy of any information on which you rely in connection with the Agreement.

5. Your responsibilities

In applying for and receiving grants under the Scheme, you agree to comply with these terms and conditions and with those contained in the other components of the Agreement.

You will ensure that:

- the Source to Tap Scheme Works are carried out:
 - in a timely manner after you have been notified that Your Application has been approved; and
 - in accordance with the Specifications;
- the contractors and suppliers carrying out the Source to Tap Scheme Works are paid in full by BACS (or equivalent) or cheque from Your Farm's bank account for their work (and have no lien or other claim over the Works) before you seek reimbursement from us;
- the Source to Tap Scheme Works are maintained in accordance with the Specifications and generally in good order at all times throughout the Term;

[Source to Tap Land Incentive Scheme: Scheme Terms & Conditions \(STT4\)](#)

- you provide to us the documentation concerning price and payment which is required to support Your Application and claim for payment of the Source to Tap grant, which is:
 - (with your Application Form) the quotes or the price check information specified in the Source to Tap Handbook and/or your Application Form;
 - (with your Claim Form after the Source to Tap Scheme Works have been carried out):
 - the original invoices and receipts from the contractors and/or suppliers for that Work; and
 - a copy of your bank account statement(s) showing the payment(s) made from your bank account to the contractors and/or suppliers in settlement of the above invoices (you should block out all entries on the bank statements which are not related to Your Source to Tap Grant claim);
- you have obtained any planning consents, approvals, permits or other such authorisations which are needed in respect of the Source to Tap Scheme Works before you submit Your Application Form and that you provide to us, with Your Application Form, the original documentation granting such planning consents, approvals, permits or other authorisations from the relevant authorities;
- you have and maintain all normal and appropriate insurances for your farm business, including public liability insurance that provides cover for people working on and accessing your land and fire, theft and damage insurance cover for the Works: you will promptly provide us with a copy of your insurance policies if we ask you to.

It is your responsibility to ensure that:

- the Works will not impact on your cross-compliance responsibilities or on other schemes in which you may be involved;
- if pesticides are being applied, you keep livestock away from the sprayed pasture in strict accordance with the harvest interval on the pesticide application record;
- you deal with noxious weeds and ensure that livestock are kept away from any noxious weeds within the treated area for a suitable timescale;
- the Works are carried out compliantly with relevant health and safety legislation and the Works themselves comply with relevant environmental legislation.

You must not sell, remove, relocate or wilfully damage the Works or any part of them or allow anyone else to do so.

You must ensure that:

- current and future conacre farmers who are farming all or part of Your Land during the Term of the Agreement;

[Source to Tap Land Incentive Scheme: Scheme Terms & Conditions \(STT4\)](#)

- current and future tenants who are farming all or part of Your Land during the Term of the Agreement; and
- persons coming onto Your Farm, or who are resident there, during the Term of the Agreement, including in particular your contractors, employees, agents, invitees and household members,

do not do or omit to do anything which might cause you to be in breach of your obligations under the Agreement.

6. Our responsibilities

We will:

- allocate to you a Project Officer who will offer assistance with such things as:
 - identifying actions for Your Farm which could meet the criteria for funding under the Scheme, preparing the WEMP and where deemed appropriate a Peatland Management Plan and a Rush Management Plan,
 - preparing Your Application,
 - obtaining quotes etc from potential contractors and suppliers, and
 - your claim to us for reimbursement of payments to the contractors and suppliers (ie Your Grant);

and who will check that all is in order for payment to you of your reimbursement claim;

- ensure that all information you or your Sub-Farmer share(s) with us in respect of your potential or actual participation in the Scheme is treated strictly in accordance with our obligations under clause 15 below (*Using and sharing your information*) in particular and the law in general;
- ensure our Project Officer, other staff and agents appointed by us, follow recommended bio-security procedures when visiting Your Farm: however, if you are not satisfied with those procedures, you may deny them access to your land until you are satisfied that suitable procedures are being adhered to;
- process your reimbursement claim(s) as promptly as reasonably possible and in any event within the timeframes set out in the Agreement.

7. Site visits

So that we can meet our obligations to you and also our oversight obligations under the Scheme, we and our agents will need to visit Your Farm from time to time. We will try to ensure that visits are on a date and time that is convenient for you, unless there is an emergency or some other exceptional circumstance. Subject to that, you will allow us or our agents access to Your Farm in connection with the Agreement and provide reasonable assistance and generally cooperate with us and our agents during visits, so that the visits go as smoothly and efficiently as possible, and you will take appropriate steps to ensure that we and our agents are able to go about our work on Your Farm safely.

[Source to Tap Land Incentive Scheme: Scheme Terms & Conditions \(STT4\)](#)

If we need to see any documentation, you will make these available to us and we may take copies. Project Officers may take before and after photographs to show that the Works have been completed.

8. Changes of ownership, tenancy, etc of Your Farm

You must notify us without delay if you are proposing a sale or transfer of Your Farm or any part of it or if there is to be any other change in management control affecting any part of Your Farm, including changes to any lease or tenancy, permanent boundary changes or acquisition of any new land.

You acknowledge and accept that any change in ownership or management control affecting Your Farm may have consequences for the Source to Tap Agreement, which, in some circumstances, may include recovery of all or part of Your Source to Tap Grant.

Prior to completion of any sale or other transfer of ownership of Your Farm or any part of it during the Term of the Agreement (7 years unless terminated earlier – see *clause 13 Term, breach and termination*), you must ensure that the new owner agrees in writing with both you and us to take over your obligations under the Agreement. Failure to comply with this requirement is a breach of the Agreement which may give rise to the actions and remedies mentioned in clause 13.

9. Sub-Farmer

The Sub-Farmer shall at all times ensure that it carries out its activities on Your Farm consistently with the Landowner's obligations under the Source to Tap Agreement and that it does not, by its or its employees', agents', invitees' or household members' acts and omissions, cause the Landowner to be in breach of the Agreement.

The Sub-Farmer shall allow us access to Your Farm for site visits (see *clause 7 Site visits*) and shall co-operate with us and our agents in carrying out our responsibilities and exercising our rights under the Agreement. The Sub-Farmer shall promptly provide to us such information relevant to the Source to Tap Scheme as we or our agents may reasonably and properly request.

If the Sub-Farmer fails to fulfil its obligations (as above) or if The Rivers Trust reasonably believes that it has been given false or misleading information by or on behalf of the Sub-Farmer, the Agreement may be terminated by The Rivers Trust and the Landowner may be required to repay on demand, with penalties and interest, any Source to Tap Grants paid to the Landowner under the Agreement.

10. Monitoring and evaluation

You acknowledge that as a condition of receiving the Source to Tap Grant you may be required to participate in a scheme evaluation, which may take place during the Agreement or after its expiry or termination.

You understand that your contact details may be disclosed to third parties for evaluation purposes and you agree to assist and cooperate with any person authorised by us and/or any UK, Irish or EU public authority to carry out such an evaluation.

[Source to Tap Land Incentive Scheme: Scheme Terms & Conditions \(STT4\)](#)

You shall, upon request, supply any documents, information, data, reports or written or verbal explanations which may be required by us or by any national or EU public authority (or their authorised representatives) in connection with the Source to Tap Agreement or the Source to Tap Scheme.

11. Reimbursement procedure (Grant claim)

You shall submit reimbursement claims and supporting documents to us in accordance with the Source to Tap Agreement and in particular these Scheme Terms & Conditions and the instructions on the Source to Tap Claim Form. You are not able to claim reimbursement for any payment you have made in cash.

The Source to Tap Grant will be paid directly to your nominated business bank account via BACS transfer. You agree and accept that payment of the Source to Tap Grant can only be made if the claim is made before the deadline stated in the Source to Tap Handbook.

Any failure by you to submit a reimbursement claim in accordance with this clause and the Claim Form instructions and by the specified deadline (including the provision of any supporting documents necessary to enable the claim to be processed) may result in payment of the Source to Tap Grant being delayed, reduced or withheld.

All reimbursement claims will be checked and verified before any sum is paid. If there is any discrepancy between the amount claimed by you and the amount you are entitled to claim, the reimbursement claim may be rejected in its entirety.

The amount of the Source to Tap Grant shall not be increased in the event of any overspend by you in the delivery of your obligations under the Agreement.

12. Force majeure

If you are delayed or prevented from complying with your obligations under the Agreement due to something which you (or a person authorised to act on your behalf) consider to be a force majeure or exceptional circumstance and which you consider should excuse (temporarily or permanently) your non-compliance, you (or the person authorised to act on your behalf) should notify us of this (in writing) as soon as reasonably possible and in any event within 30 Business Days from the date on which the force majeure or exceptional circumstance arose.

Force majeure or exceptional circumstances may include:

- your death or long-term incapacity;
- the state or an authority using its powers to take all or a material part of Your Farm for public use or benefit (i.e. expropriation) if such expropriation could not have been anticipated before you applied for funding from the Source to Tap Scheme;
- a natural disaster materially and relevantly affecting Your Farm;
- the accidental destruction of livestock buildings or other relevant buildings on Your Farm e.g. by fire;
- an outbreak of disease affecting all or a material and relevant part of the crops, trees or livestock on Your Farm.

Source to Tap Land Incentive Scheme: Scheme Terms & Conditions (STT4)

Your notice to us should set out what the force majeure or exceptional circumstance is, when it happened, whether the circumstance's impact on your ability to perform your obligations under the Agreement is permanent or temporary and, if temporary, how long you anticipate it will be before you are able to resume performance of your obligations. You should also tell us whether or not the circumstance you seek to rely on is or may be covered by insurance. We will consider the facts on a case-by-case basis in deciding whether or not you are relieved of all or part of your obligations under the Agreement and whether all or part of Your Grant should be suspended or repaid.

13. Term, breach and termination

The Agreement starts on the Agreement Date and continues for a period of 7 years, unless terminated earlier (see below), after which it terminates automatically.

Termination or expiry does not affect:

- a party's accrued rights and obligations as at termination or expiry;
- provisions of the Agreement which expressly or by implication are intended to come into or continue in force on or after termination or expiry of the Agreement, which shall remain in full force and effect.

We may terminate the Agreement by notice in writing to you with immediate effect if:

- you have committed a breach of the Agreement which we, at our sole discretion, consider to be material and not capable of rapid remedy to our satisfaction;
- you have committed a breach of the Agreement and have failed to remedy that breach within 15 Business Days of notification in writing to you by us requiring you to remedy the breach;
- a change of circumstance has occurred in relation to you, as a result of which you no longer meet the eligibility criteria for funding under the Source to Tap Scheme;
- you are convicted of a criminal offence; or
- you are declared bankrupt.

A termination for any of the above reasons will be considered a **Termination for Cause**. Where there has been a Termination for Cause, we may recover from you all or part of any Source to Tap Grant which has been paid to you and shall be under no obligation to pay to you any Source to Tap Grant which has not yet been paid.

Also, we may terminate the Agreement and any future Source to Tap Grant payments on giving you 3 months' written notice at any time. Termination in these circumstances will be considered a **Termination at Will**. In the case of a Termination at Will and provided that you are not in breach of the Agreement, Source to Tap Grant payments which have already been paid will not be recoverable.

You may terminate the Agreement at any time by giving written notice to us. If you exercise this right you may be required to repay all or part of the Source to Tap Grant and your obligations under the Agreement will not cease until such repayment has been made.

[Source to Tap Land Incentive Scheme: Scheme Terms & Conditions \(STT4\)](#)

14. Limitation of liability

No party excludes or limits its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.

The Rivers Trust accepts no liability for any consequential loss, whether direct or indirect, arising from the Agreement, the use of the Source to Tap Grant by you or by us exercising our rights under the Agreement.

Subject to the two preceding paragraphs, The Rivers Trust's total aggregate liability in connection with the Agreement shall not exceed the amount of the Source to Tap Grant.

You shall indemnify us and any persons acting on our behalf against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising as a result of your actions or omissions in connection with the Agreement.

15. Using and sharing your information

The parties shall comply with the Data Protection Legislation in delivering their obligations under the Agreement.

The data controller is The Rivers Trust, Rain-Charm House, Kyl Cober Parc, Stoke Climsland, Callington, Cornwall PL17 8PH, UK.

You (and, where applicable, the Sub-Farmer) acknowledge and agree that The Rivers Trust and its appointed agents may:

- use any information or data provided by you or the Sub-Farmer or collected during the course of the Agreement (the **Data**) for the purposes of:
 - performance of The Rivers Trust's obligations and exercise of The Rivers Trust's rights under the Agreement; and
 - management, control and evaluation of the Scheme generally; and
- share such information or data with the other bodies forming the Source to Tap project consortium and with the European Union bodies providing or managing the provision of funding to the Source to Tap Pilot Land Incentive Scheme (see *the Handbook for details of these bodies*) and other governmental agencies and European Union institutions and bodies for the purposes of monitoring, administering and evaluation of the Scheme.

We will use the Data for administering and analysing applications, agreements and claims under the Source to Tap Scheme. We will circulate and discuss it, in confidence, with those persons or organisations helping us to assess and monitor applications, agreements and claims. Some of the Data may be shared with other grant distribution bodies and government departments, to enable them to detect fraudulent applications, agreements and claims and to co-ordinate the processing of complementary applications, agreements and claims. To do this, we may have to discuss applications, agreements and claims with third parties or disclose information about funding decisions.

[Source to Tap Land Incentive Scheme: Scheme Terms & Conditions \(STT4\)](#)

Participation in the Source to Tap Scheme involves expenditure of public money and is therefore a matter of public interest. Accordingly, where we or our Source to Tap consortium partners or EU funders consider it necessary for the purposes of the task of delivery, monitoring or evaluation of the Source to Tap Pilot Land Incentive Scheme, we may make information about the Source to Tap Agreement with you (including details about you, Your Grant and the Works) publicly available, in line with European Regulations, for example on the Source to Tap website.

You (and, where applicable, the Sub-Farmer) consent to the abovementioned uses of such parts of the Data as constitute Personal Data.

Some of the Personal Data you have provided or will provide for the purposes of the Scheme and the Agreement is necessary for the purposes of entering or performing the Agreement. It would not be possible for us to enter into the Agreement with you if you did not provide that Personal Data.

We will store your Personal Data for up to [12 months] from the end of the Term, unless there is any actual, threatened or anticipated legal dispute in respect of the Agreement, in which case your Personal Data will be stored until such legal dispute is finally resolved.

[You (and, where applicable, the Sub-Farmer) have rights under the Data Protection Legislation concerning the fair and transparent processing of your Personal Data. In addition to matters covered above, your attention is drawn to the following rights you do or may have:

- the right of access
- the right to rectification
- the right to erasure
- the restriction of processing
- the right to object to processing
- the right to data portability
- (to the extent that the legal basis relied on for processing your personal data is your consent) the right to withdraw that consent at any time
- the right to lodge a complaint with the supervisory authority under the Data Protection Legislation.

Information about these rights is available on the Information Commissioner's website: <https://ico.org.uk/> .]

16. Records

You shall:

- maintain accurate and up-to-date records of the receipt and expenditure of the Source to Tap Grant monies received by you and evidence of your compliance with your obligations under the Agreement; and
- keep securely all quotes and other price checking information relied on for Your Application, and invoices, receipts, bank statements evidencing payments from your bank account to the contractors and suppliers of the Works (this need only be the redacted version showing relevant information) and any other relevant documents relating to the expenditure of Your Grant

Source to Tap Land Incentive Scheme: Scheme Terms & Conditions (STT4)

for a period of at least seven years from termination or expiry of the Source to Tap Agreement.

We shall have the right to review your records relating to Your Grant and to take copies of such records.

You shall comply with, and facilitate our compliance with, all statutory and contractual requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to you and/or us (as the case may be).

In addition to your obligations to provide information to us, you shall provide any of the information referred to in this clause to any other UK, Irish or EU public authority (or their authorised representatives or auditors) upon request.

17. Acknowledgement and publicity

You shall comply with all reasonable instructions and guidance from us in relation to acknowledgement and publicity of the Source to Tap Grant, including using any materials or templates which are provided to it for this purpose. Such acknowledgement and publicity may include, where appropriate, a statement on any website operated by you for business purposes, and/or a poster, plaque or billboard displayed on Your Farm.

You may only use the name and logo of the Source to Tap project and/or the name(s) and logo(s) of The Rivers Trust or the other partners in the Source to Tap scheme, shall only be used by you if you have first obtained specific approval to do so and then shall comply with all branding guidelines issued by us (or the relevant entity) from time to time.

You agree to participate in and co-operate with promotional activities relating to the Source to Tap Scheme if required to do so by us.

We may acknowledge your involvement in the Source to Tap Scheme as appropriate without prior notice.

You shall comply with all reasonable requests from us to facilitate visits, provide reports, statistics, photographs and case studies that will assist us in our promotional and publicity activities relating to the Scheme.

18. Miscellaneous

a. Entire agreement

The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

Nothing in this subclause shall limit or exclude any liability for fraud.

Source to Tap Land Incentive Scheme: Scheme Terms & Conditions (STT4)

b. Waiver, variation and amendments

No failure of delay by any party to exercise any right or remedy under the Source to Tap Agreement shall be construed as a waiver of any other right or remedy.

In some circumstances we may consider it necessary to amend or update the current or previous versions of the Source to Tap Handbook and/or the Scheme Terms & Conditions and we reserve the right to do so. We will notify you in writing of any amendments to the versions which are applicable to the Agreement and the date on which such amendment shall take effect.

No amendments to the scope of the Source to Tap Scheme Works shall be permitted unless expressly agreed in writing by us.

Except as provided above in this subclause, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

c. Notices

All notices in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed, or mailed (first class postage prepaid) using the contact details set out in the Agreement Note (or any updated address which is subsequently notified by one party to the other). It is your responsibility to notify us of any change to your contact details.

If personally delivered or if emailed, all such notices shall be deemed to have been given when received (except that if received on a non-Business Day or after 5 pm on any Business Day they shall be deemed received on the next Business Day) and if mailed, all such notices shall be deemed to have been given and received on the second Business Day following such mailing.

d. Joint and several liability

Where the Landowner is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into the Agreement on behalf of the Landowner shall be jointly and severally liable for the Landowner's obligations and liabilities arising under the Agreement.

e. No partnership or agency

The Agreement shall not create any partnership or joint venture between The Rivers Trust and you, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

f. Third party rights

The Agreement does not and is not intended to confer any contractual benefit on any person who is not a party to the Agreement.

g. Counterparts

The Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

h. Rights and remedies

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

i. Assignment and other dealings

Except as provided otherwise in the Agreement, no person may assign, transfer or deal in any other manner with any or all of its rights or obligations under this Agreement.

j. Governing law & jurisdiction

The Source to Tap Agreement shall be governed by and construed in accordance with the law of the United Kingdom and the parties irrevocably submit to the exclusive jurisdiction of the courts of the United Kingdom.

Source to Tap Land Incentive Scheme: Scheme Terms & Conditions (STT4)

The Source to Tap Land Incentive Scheme

Scheme Terms & Conditions (STT4)

Schedule 1: Definitions and interpretation

Definitions

Agreement Date	the date shown as the Agreement Date in the Agreement Note
Business Day	any day other than a Saturday, a Sunday or a public holiday in the UK or, if Your Farm is in the Republic of Ireland, the Republic of Ireland
Data Protection Legislation	(i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law
Landowner or you	the landowner applying for funding under the Source to Tap Scheme, whose details are set out in the Application Form (STT3) and in the Agreement Note (STT5)
Personal Data	has the meaning given in the Data Protection Legislation
RT or The Rivers Trust or we or us	The Rivers Trust, a private company limited by guarantee which is incorporated and registered in England and Wales with company number 05136671 and is a charity registered in England and Wales with number 1107144, whose registered office is Rain-Charm House, Kyl Cober Parc, Stoke Climsland, Callington, Cornwall PL17 8PH, UK
Source to Tap Agreement or Agreement	the Source to Tap Pilot Land Incentive Scheme agreement between you and The Rivers Trust and (where applicable) the Sub-Farmer
Source to Tap Agreement Note or Agreement Note	the document (STT5) to be sent to successful applicants for funding

Source to Tap Land Incentive Scheme: Scheme Terms & Conditions (STT4)

	under the Scheme, which is to be signed by the parties
Source to Tap Application Form or Application Form)	the Source to Tap Scheme's application form (STT3)
Source to Tap Claim Form or Claim Form	the claim form (STT7) as provided by The Rivers Trust (in such format as RT decides from time to time) to be used for applications for grant funding under the Source to Tap Scheme
Source to Tap Pilot Land Incentive Scheme	the Source to Tap Scheme's handbook (STT1) which has been made
Handbook or Source to Tap Handbook or the Handbook	available to you prior to completion by you of Your Application Form
Source to Tap Pilot Land Incentive Scheme or Source to Tap Scheme or the Scheme	the Source to Tap Pilot Land Incentive Scheme indicatively described in the Source to Tap Handbook
Source to Tap Scheme Works or Works	the installation(s) and/or other works identified in Your Application Form and confirmed by us as accepted for funding under the Source to Tap Scheme (subject to your compliance with terms and conditions of the Agreement)
Specifications	in respect of the Works: the standards, requirements and specifications set out in the Source to Tap Handbook, the WEMP, Your Application Form and other applicable terms and conditions of the Source to Tap Agreement, including any relevant time limits and locations
Sub-Farmer	a person who farms part or all of Your Farm under a conacre arrangement or tenancy
Term	subject to the provisions concerning term in these Scheme Terms & Conditions, the period of 7 years commencing on the Agreement Date
WEMP	Water Environment Management Plan
Your Application	your application for grant funding under the Source to Tap Scheme

[Source to Tap Land Incentive Scheme: Scheme Terms & Conditions \(STT4\)](#)

Your Application Form	the Source to Tap Application Form, as completed by you
Your Farm	the farm in respect of which the application for funding under the Source to Tap Scheme is made
Your Source to Tap Grant or Your Grant	all sums which have been paid to you by us under the Source to Tap Scheme

Interpretation

A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other gender.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to a public organisation includes a reference to any successor to that public organisation.

Any words following the terms including, include, such as, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.