## TERMS and CONDITIONS

In the Agreement the following terms shall have the following meanings:

- **Application:** the application for the grant submitted by the grant recipient containing details of the proposed project (including documentation submitted by the grant recipient in support of the application).
- **Grant:** sum to be paid to the grant recipient under the agreement for the purpose of delivering the project.
- **Grant Funding Agreement:** documentation sent to the grant recipient, which describes the project to be undertaken, amount to be paid and obligations of the grant recipient.

**1. Grant Recipient Declaration**

a) The grant recipient confirms that:
   1. declarations made in the application remain true and accurate
   2. they have full capacity and authority to enter into the agreement
   3. they are not aware of any circumstances which would prevent them from fulfilling all obligations under the agreement
   4. if there are changes to circumstances which could affect eligibility or suitability for the grant or ability to fulfil obligations under the agreement, they will notify Anglian Water in writing without delay
   5. they have read, understood and will comply with all terms and conditions of this the agreement
   6. they have not received and will not receive any duplicate funding in respect of the measures funded under the agreement
   7. obligations under the agreement do not and will not conflict in whole or in part with any other legal or contractual obligations

b) The grant recipient confirms that they have obtained, will maintain and comply with any permits, licences, permissions, legislation, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of obligations under the agreement.

c) The grant recipient shall make their own enquiries as to the accuracy and adequacy of any information on which it relies in connection with the agreement.

**2. Grant Recipient Obligations**

a) In applying for and receiving the grant, the grant recipient agrees to comply with these terms and conditions and any mandatory requirements set out in the agreement.

b) The grant recipient undertakes that any items funded by the grant in connection with the project will remain in the grant recipient 's ownership and be used and maintained for the purpose and in the manner for which they were intended until the end date. The grant recipient shall not make any change to the ownership or use of any such item before the end date without Anglian Water's prior written consent. For funded items which have multi year use (machinery, tech, buildings, kit etc) the end date is 5 years from the date of the signed agreement. This does not prevent enhancement or upgrades to the item but do speak with Anglian Water first.

**3. Claim Payment**

a) Payments will be made upon approval of pre-agreed evidence having been sent in before the end of 31st July 2027 or by agreed arrangement with the local Anglian Water Catchment Advisor.

b) The grant will be paid (as per the payment schedule) directly to the grant recipient 's nominated business bank account via BACS transfer by WSP, using banking details collected at the same time as an application acceptance declaration.

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c) The amount of the grant shall not be increased in the event of any overspend by the grant recipient in the delivery of its obligations under the agreement.

**4. Repayment**

a) If the grant recipient breaches the terms of the agreement or a change in circumstances affects their eligibility to fully deliver the project, Anglian Water reserves the right to withhold or require repayment of the grant.
b) If the grant recipient receives any overpayment or any payment to which it is not entitled (including in the event of an administrative error), the undue amount must be repaid.

**5. Site Visits and Publicity**

a) With due notice the grant recipient shall allow all reasonable requests from Anglian Water to facilitate visits, provide reports, statistics, photographs and case studies that will assist them with any promotional and publicity activities relating to the grant.
b) The grant recipient shall comply with all reasonable requests from Anglian Water in relation to acknowledgement of the grant.
c) Where the grant recipient uses Anglian Water's name and logo in publicity, they shall comply with all reasonable branding guidelines in relation to the use of such name or logo.
d) Anglian Water may acknowledge the grant recipient 's involvement in the grant as appropriate.

6. **Intellectual Property Rights**

a) All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights whatsoever owned by or licensed to either Anglian Water or the grant recipient before the start date or developed by either party under the agreement, shall remain the property of that party.
b) Where any documents or materials are provided to WSP and Anglian Water under this agreement, the grant recipient shall ensure that all parties are entitled to use such documents or materials for the purpose for which they have been provided.

**7. Data and Information**

a) The grant recipient acknowledges that WSP and Anglian Water are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).
b) If the grant recipient receives a FOIA/EIR request from a member of the public in connection with the agreement or the project, they shall not respond to the request but shall forward the request to WSP and Anglian Water within 2 working days of receipt.
c) Anglian Water shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIR.

**8. Limitation of Liability**

a) Neither 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.
b) Anglian Water accepts no liability for any consequences (direct or indirect) arising from the agreement, use of the grant by the grant recipient or from Anglian Water exercising its rights under the agreement.
c) Subject to clause 10a and 10b, Anglian Water 's total aggregate liability in connection with the agreement shall not exceed the amount of the grant.
d) The grant recipient shall indemnify Anglian Water and any persons acting on Anglian Water's behalf against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising as a result of the actions or omissions of the grant recipient in connection with the agreement.

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e) The grant recipient acknowledges and accepts that if it suffers any losses which prevent it from fulfilling its obligations under the agreement, Anglian Water may require the grant to be repaid or the losses to be made good at the grant recipient 's own expense, regardless of whether the grant recipient is insured against such losses.

**9. Force Majeure**

a) If the grant recipient is prevented from complying with their obligations under the agreement due to force majeure or exceptional circumstances, Anglian Water must be notified in writing, within 15 Working Days from the date on which the grant recipient (or any person authorised to act on the grant recipient 's behalf) is in a position to do so.
b) Anglian Water will consider the facts on a case-by-case basis in deciding whether or not the grant recipient is relieved of all or part of their obligations under the agreement and whether all or part of the grant should be suspended or repaid.

**10. Termination**

a) Anglian Water reserves the right to terminate the agreement on written notice to the grant recipient if the grant recipient has breached the terms of the agreement or there is a change in circumstances affecting its eligibility to receive the grant; or
b) The grant recipient may terminate the agreement at any time by giving written notice to Anglian Water and understands that in such circumstances it may be required to repay all or part of the grant and that their obligations under the agreement shall not cease until such repayment has been made.

**11. Severability**

a) If any term, condition or provision of the agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality and enforceability of the other provisions or any other documents referred to in the agreement.

**12. Notices**

a) All notices in relation to the agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed or mailed using the contact details set out in the grant funding agreement.
b) It is the grant recipient 's responsibility to notify Anglian Water of any change to its contact details and/or bank account details.

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