

Your personal data and environmental information

1. By participating in the scheme, you agree to provide ST with the necessary personal and farm business data in order to comply with the scheme's requirements, and to meet our audit parameters. Any data used for our own audit purposes is totally anonymous. For further details, please, read the Privacy Policy on our website: [Privacy policy](#) | [Legal](#) | [Help and Contact](#) | [Severn Trent Plc](#)
2. In the event that we receive a request for information under the Environmental Information Regulations 2004 ("EIR"), we may be required to disclose information to third parties that you have provided to us, to the extent that it is environmental information as defined under the EIR.

The Severn Trent Environmental Protection Scheme (STEPS) is part of Severn Trent's Farming 4 Water catchment management programme.

The scheme is a grant programme solely covered by Severn Trent and provides a wide range of options to farmers for infrastructure investments and land management items. These Terms and Conditions are here to help applicants understand the requirements and conditions of the grant funding that can be awarded. All applicants accept that they are familiar with the Terms and Conditions outlined in this document and will comply with them. If applicants have any queries in relation to their application they should speak to their local Agricultural Advisor, or email farming4water@severntrent.co.uk before submitting their application. In the event that there are any changes to these Terms and Conditions, they will be publicised immediately on the Severn Trent Water website and an updated version of the document available for download. You will also receive a soft copy via email where possible. The following abbreviations will be used throughout the Terms and Conditions:

'ST' shall mean Severn Trent Water Limited.

'STEPS' shall mean Severn Trent Environmental Protection Scheme.

'SPZ' shall mean Source Protection Zone.

'Objective' shall mean a specific action required to be completed in association with a particular scheme.

'Farm' or 'Holding' shall mean all the production units that are under the control of the applicant farmer/land owner.

'Farming Activity' shall mean dairy farming; livestock production; cultivation of fodder and tillage crops, and the growing of horticultural crops.

'Eligibility' shall mean essential criteria which must be fulfilled to allow a STEPS contract to be agreed.

'Application' shall mean an application for a STEPS support scheme prepared and submitted by land owner/manager.

'Watercourse' shall mean all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, and passages through which water flows, but excluding any pipes owned or used by ST or any other water or sewerage undertaker.

'EA' shall mean Environment Agency.

'Building control regulation' shall mean the most up to date regulations as outlined by your local council or Local Authority

The STEPS grant scheme Terms and Conditions

1. Criteria for funding

- You must be aged eighteen or over, on the date you submit your application.
- You must be the owner or leaseholder of the farm.
- Applications from contractors may be considered, however you must provide maps and SBI numbers for farms you work for in the Severn Trent priority catchment.
- Applications may be submitted by a 3rd party on behalf of the landowner, however you should declare this on the application, and provide confirmation that the landowner's permission has been obtained.
- Grants will only be available to farmers and landowners who farm, or have land within a ST drinking water abstraction catchment, and/or farm within one of ST's priority SPZs.
- STEPS priority water quality items must be implemented on land which is being farmed within the catchment.
- Any evidence of 'double funding' will result in the cancellation of your agreement and withdrawal of any potential funds. See section 7 below for further information.
- Where funding has already been released, you will be required, and agree, to refund it and we (ST) will take the necessary action to recoup the funds, including any legal costs.
- Any applicant or application found to be fraudulent will be rejected and the applicant disqualified from future ST programmes and schemes.
- Leased items are not eligible.
- ST may reject applications if they are not likely to benefit water quality, biodiversity or the environment.
- The submission of a valid application does not guarantee entry to STEPS.
- Once offered a grant, applicants can't change their capital or works, or amend their agreement unless given permission by ST.
- Contracts are non-transferable except in the case of:
 - Certified serious illness of applicant
 - Death of the applicant
 - Long term professional incapacity of the applicant.
- Each STEPS item specifies particular criteria to be met, in order to be included in an application.
- We cannot fund any item or work which is a regulatory requirement.

2. Supporting evidence for applications

Mandatory supporting evidence is required in order to successfully assess your application, as outlined below:

- Brief description of the farm enterprise
- An overview of the work planned and the environmental reason for undertaking this work
- Forecast timescales for completion of the project
- Dated photographs of site prior to commencing any work
- Farm maps which display the farm boundary, location of STEPS items chosen, and the location of where the photographs were taken

- Dated quotes for items applied for under 'Farmer - innovation'. Our Agricultural Advisors will be available to support with the application process free of charge but are not responsible for the submission of your application
- Agreement to allow our Agricultural Advisors to baseline your farm. We want to improve how we measure outcomes from STEPS, so will be asking for more information about the inputs coming onto your farm and outputs coming off it (creating a baseline). This will help us measure outcomes for water quality, and provide useful information for you about your farm, which you can then use as you wish.
 - You will need to agree to us undertaking baselining as part of you receiving the grant.
 - You will facilitate this being carried out as part of the agreement (i.e. provide information to our agricultural advisors)

3. How we assess your application

- A scoring system is used to ensure that funding will go to projects that demonstrate the greatest water quality benefit. We will also take into consideration any prior engagement with a ST Agricultural Advisor, participation in other ST catchment schemes and particularly in the case of Farmer innovation applications, value for money and unfinished works from previous funding rounds.
- Application forms are usually submitted through the online portal accessible through the Severn Trent Catchment Team website stwater.co.uk/steps
- Scoring is a competitive process, and not all applicants are guaranteed to receive full funding or any funding at all, even if applicants have been successful in the past.
- Applications are scored separately from previous funding rounds. However failure to complete previously agreed works within the required time frame may impact on further funding being awarded.
- All applicants will be contacted regarding the outcome of their application.
- Where possible, as part of our ongoing commitment to our impact on the environment and in a bid to reduce paper waste, agreements may be issued and accepted via email.
- Applicants will be given the option of choosing how they are notified at the outcome of their application at the end of the application process.
- The agreement form must be signed, dated and returned to us, either electronically or by post (if applicable).
- Returning and signing the agreement form acknowledges that you are committed to the work, as per your grant application, and will abide by these Terms and Conditions.

4. Your obligations

- If successful in being awarded STEPS funding, you must return a copy of your signed grant agreement to the catchment team by the date specified on your acceptance letter. Agreements not returned by this date will be voided and the funding reallocated to other STEPS projects.
- Works must be completed and claimed by the deadline on your agreement.
- We are unable to offer extensions on this deadline.
- You must inform ST of any change to a selected option and a written reason displaying STEPS 2023 Terms and Conditions 20 your actions. You will then receive confirmation of approval. If you change the location of the STEPS item and do not inform ST you may not receive the allocated funding.

- All records must be kept for a minimum of 5 years following entry into the scheme. Records include invoices, receipts, permits, maps, photos and consents.
- Any breach of cross-compliance noted during an on-farm inspection may be reported to the EA.
- All work must comply with relevant environmental legislation, have the appropriate planning permissions, and meet the latest building control regulations and British Standards.
- You agree to the following behaviours
 - To be polite and respectful towards Severn Trent employees
 - To not make inappropriate or unacceptable remarks to any staff including any abusive remarks related to any individual based on protected characteristics (e.g. age, race, gender, disability, sexual orientation etc.)
 - To not undertake any form of threatening abuse or violence towards any individual

Planning permission and consents

- Written consent(s) from a relevant authority may be required with your application. You may or may not require planning permission from your local authority or relevant body – it is your responsibility to check and to apply if permission is required.
- Planning permission may be required depending on the capital scheme chosen. Consult your local planning authority or National Park authority to seek advice.
- You must enclose a copy of the consent, or the application for consent, with your application if relevant.
- In some cases, and with permission from ST, advice and consent can be received up until 15 days after the application deadline; applicants can discuss this with their Agricultural Adviser. ST won't be able to process your application until we receive these.
- All works must comply with relevant environmental legislation associated with the scheme.
- Once the scheme is complete it must be kept in agricultural use e.g. not changed to an alternative use such as residential or commercial accommodation, for a minimum of 5 years from the date of your STEPS contract.

Health and safety

- All work must comply with the relevant health and safety legislation. Please visit the Health and Safety Executive (HSE) website hse.gov.uk for further information. It is the responsibility of the applicant to ensure that any work carried out under a STEPS agreement complies with the relevant health and safety legislation.
- This includes all subsequent maintenance of items which address water quality or biodiversity. The HSE may need to be notified of some construction work.
- All work must comply with all British Standards and Codes of Good Agricultural Practice.
- Capital items must be installed in accordance with Protecting our Water, Soil and Air: a Code of Good Agricultural Practice for farmers, growers and land managers (CoGap).
- Capital items installed under the scheme must have a minimum design life of 10 years; or have a minimum design life of 20 years if the item has to comply with The Water Resources (Control of Pollution) (Silage, Slurry, and Agricultural Fuel Oil) (England) Regulations 2010 (as amended 2013) (SSAFO)

Environment Agency, Natural England, other authorities and legislation

- If your work affects any of the following you will need consent from the EA or from the relevant authority;

- Biobed/Biofilter construction and spreading of used Biomix to land.
- Environmental Impact Assessment (EIA)
- Listed Building
- Local Nature Reserves
- National Nature Reserve
- National Park
- Protected Species
- RAMSAR site (Ramsar Convention on Wetlands of International Importance Especially as Waterfowl Habitat.)
- Registered Battlefields
- Registered Parkland
- Scheduled Monument
- Site of Special Scientific Interest
- Special Area of Conservation (SAC)
- Special Protection Area (SPA)
- Before commitment to any work, you may have to seek guidance from the EA e.g. installation of a biobed on your farm holding.
- Any work carried out within 1m of the top of a riverbank may require flood defence consent. Depending on the size of watercourse you should consult the EA. Telephone: 03708 **506506** or email: [**enquiries@environment-agency.gov.uk**](mailto:enquiries@environment-agency.gov.uk)

5. Our (ST) obligations

- We will assess applications in an unbiased manner.
- We will provide one-to-one support through our Agricultural Advisors. Where necessary, in order to protect you and our advisors, this support may be conducted via phone, video call, or via email in order to comply with government guidelines in social distancing.
- Respond to queries within 20 working days via our catchment team inbox email – farming4water@severntrent.co.uk
- Provide at least 7 days' notice of any planned site visit and inspection.
- We may carry out on-the-spot checks at farm level to ensure compliance with the requirements of the scheme.
- We will keep all your personal, farm and financial information confidential. See our privacy statement, at the end of these Terms and Conditions.
- This does not affect our duty to report any breaches in cross compliance to the EA. 6.

Processing grant payments

- All applications for support and payment claims will be subjected to our administrative checks, and any other controls deemed necessary, before approvals or payments are made under the scheme.
- Receipts or invoices for materials purchased for the delivery of STEPS options must be retained and must be submitted with your completion and evidence of the work carried out.
- Participants must provide documentary evidence of payment. Receipts must be made out by the vendor to include the name and address of the beneficiary.
- Receipts must be dated and any materials purchased before entry to STEPS will not be accepted.
- It is the applicant's responsibility to ensure that any requested supporting documentation for the release of payments is submitted. Photographs of site must be taken and retained both

before and after completion of work. (Please take both photos from same position where possible).

- The maximum payment to any participant in STEPS shall not exceed £10,000 per year unless part of a special package of items offered by Severn Trent.
- Severn Trent can only pay grants at the rate originally agreed at the time of application. We are unable to uplift or decrease grant rates to those offered in subsequent STEPS funding rounds

7. Additional funding opportunities

- It is the applicant's responsibility to understand that if they decide to apply for funding from other National Schemes, addressing similar objectives to the STEPS scheme, that they will be at risk of losing any grant awarded from ST, and also the other organisation to which an application has been made for funds. This is known as double funding.
- Double funding is defined as: grant money used from different sources to fund the same works at the same location. As a guide, the following schemes should be considered (this list is not exhaustive):
 - Environmental Stewardship
 - Countryside Stewardship
 - Catchment Sensitive Farming
 - Paths4Communities
 - Farming and Forestry Improvement Scheme
 - LEADER Farm Productivity Grant
 - Fresh Fruit and Vegetable Aid
 - Woodland Grant schemes
 - Energy crops.
- Severn Trent do not wish to prevent individuals applying for other grant funding. Due to the changing funding landscape, we stipulate that any STEPS funding application must be for activity that is not funded through other grant schemes, or where the STEPS funding applied for goes over and above the activity that other funding has been provided for. Other grant schemes may have different requirements, and you are responsible for ensuring that you comply with the requirements of all grant schemes that you participate in.
- In relation to your claim, all paperwork must be kept for 5 or 10 years depending on the length of your agreement.
- VAT will not be paid if you are VAT registered.
- If you are not VAT registered, your VAT can be included in the total costs provided it does not exceed the £10,000 limit.

8. Breaking your agreement and participation in STEPS

Force Majeure - where an applicant is unable to continue within STEPS commitment(s) due to reasons beyond their control. The following categories of Force Majeure will be recognised (not an exhaustive list):

- Death of the participant
- Long term professional incapacity of the participant
- Expropriation of a large part of the holding if such expropriation could not have been anticipated before joining STEPS
- A natural disaster affecting the holding's agricultural land

- The accidental destruction of livestock buildings on the farm e.g. destruction of property via a fire
- An outbreak of disease affecting all or part of the livestock on the farm
- The disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown
- A profound change of business circumstances that makes participation financially unviable.

9. Breaching the agreement

This could result in the non-payment or recovery of the grant payable or already paid. Note that applicants are responsible for the work carried out (even if work was contracted to an external contractor). The following are classed as breaches of agreement (not an exhaustive list):

- Refusal to allow ST Agricultural Advisor access to the land for inspection with reasonable notice (7 days)
- Sale of equipment which is still under the terms of your STEPS agreement
- Providing false or misleading information in relation to the grant and evidence
- Submission of a claim for capital works that are not completed or where funds have been used for an alternative purpose
- Lack of evidence of how the funds were spent or of the finished work e.g. photos
- Removal of any capital works without written consent from ST
- Change of use of a capital item, e.g. roofing over a manure storage to turn it into a grain or machinery storage (even when at the applicant's own expense)
- You are found to not meet the criteria for funding
- Not following the relevant deadlines for responding and submitting your agreement form
- Failure to comply with the appropriate standards, planning rules and agricultural codes of practice
- Failure to complete all or some the agreed works may reduce the likelihood of being awarded STEPS grants in the future.
- Breaching the behaviour expectations outlined in section 4.