

# AffinityWater

## Rooting for Wildlife

Terms and conditions



## Rooting for Wildlife Community Scheme: Application Information

1. This must be read in conjunction with the **Rooting for Wildlife Terms and Conditions**.
2. Applications must be made using the official Affinity Water Ltd online application process (<https://www.affinitywater.co.uk/rootingforwildlife>).
3. All applications will be carefully considered by the Rooting for Wildlife Team.
4. Any monetary payments payable under the Rooting for Wildlife Community Scheme (the "**Community Scheme**") will be paid by BACS transfer to a nominated bank account.
5. If successful, the lead applicant will be required to fill out a starter pack to share a risk assessment and method statement for the project activities prior to commencement.
6. The lead applicant will be required to produce a brief annual report which will state the aims, objectives and outcomes of each project and will document measurable benefits for the environment (a template will be provided by Affinity Water Ltd to ensure consistency). Failure to submit an annual report may make you ineligible for funding under the Community Scheme in subsequent years.
7. The lead applicant is required to share the annual report with Affinity Water Ltd before the end of March in each funding year or on project completion (whichever occurs first) following the delivery of the project supported by the Community Scheme.
8. It is acknowledged that projects may vary in duration, therefore applications which span multiple years will be assessed on a case-by-case basis and may require reapplication to the Community Scheme each year.
9. The Community Scheme will only support projects with large mechanical requirements where professional specialists are used. Applicants must ensure that they have the necessary licences in place and provide evidence of the same as part of their application. The scheme will not support volunteer workers to use large machinery without required licences.
10. The lead applicant must declare if the project is also being funded elsewhere with other partnerships, which we support.
11. At no point must the project make benefits thereafter from other financial awards for implementing biodiversity works e.g. Sustainable Farming Incentive (SFI).
12. This Community Scheme will allow applications from the same applicant to be submitted for distinct projects within scope of the Community Scheme.
13. The Community Scheme will allow multiple applications from the same applicant for ongoing work on the same project.
14. Criteria for eligibility to apply for this Community Scheme is detailed on Affinity Water Ltd's Rooting for Wildlife webpage, found here: <https://www.affinitywater.co.uk/rootingforwildlife>.

## Rooting for Wildlife: Terms and Conditions of Community Scheme

1. These Terms and Conditions must be read in conjunction with the Rooting for Wildlife Scheme Application Information.
2. The competition period starts on Affinity Water Ltd's official website (<https://www.affinitywater.co.uk/rootingforwildlife>) on 25<sup>th</sup> April 2024 and will close on 31<sup>st</sup> May 2024 at 23:59. Entries received before or after this time will not be counted.
3. Applicants must fully complete the application form provided on Affinity Water Ltd's official website and submit using the online application process for their entry to count. Submissions made using alternative methods will not be accepted.
4. Entry to the Community Scheme is free and no purchase is necessary.
5. The decision of Affinity Water Ltd regarding any aspect of the Community Scheme is final and binding and no correspondence will be entered into about it.

### Eligibility

6. The Community Scheme is open to anyone who is aged 18 years or over, except employees of Affinity Water Ltd and their households or any third party directly associated with administration of the Community Scheme.
7. Employees of Affinity Water Ltd aged 18 years or over and who are not directly associated with the administration of the Community Scheme may apply if they are a member of a wider environmental group or charity. Affinity Water Ltd reserves the right to request proof and the applicant's entry may be withdrawn if such proof is not provided.
8. Affinity Water Ltd may, at its discretion, need to modify the application process and will notify applicants of any modifications which will need to be complied with.
9. During the application process, Affinity Water Ltd may request further information from an applicant and the applicant shall be obliged to comply with the request.

### Selection Process

10. All applications will be carefully considered using Affinity Water Ltd's scoring matrix.
11. Submission of an application does not automatically entitle an applicant to funding.
12. Affinity Water Ltd will notify the successful applicants within four (4) weeks of the selection date. **If the applicant does not respond to Affinity Water Ltd within two (2) weeks of being notified by Affinity Water Ltd that their application is successful, then Affinity Water Ltd will be entitled to select another applicant.**
13. The funding will be sent to the successful applicants within sixty (60) days of being notified of their win, **subject to** the successful completion of the starter pack as specified in condition 14 (below). It is the responsibility of the applicant to provide Affinity Water Ltd with their contact and nominated banking details in order to receive their allocated funding.
14. Winning applicants will be required to complete and return a starter pack which must be returned to Affinity Water Ltd within two (2) weeks of receipt of the email. If this is not provided or if it is not provided on time, the applicant may not be entitled to receive funding.
15. The funding awarded is non-exchangeable and non-transferable and no alternative is offered.
16. The decision of Affinity Water Ltd regarding the selection of the applicants is final and binding and no correspondence will be entered into about it.

### Use of Funding

17. Funding must be used solely for the project detailed in the applicant's application and for no other purpose. Prior written approval from Affinity Water Ltd must be obtained if an applicant wishes to use the funding to purchase works, services or supplies for the project not specified in its application and/or for alternative means. For the avoidance of doubt, funding will not be permitted for survey-only projects, research projects, or the creation of apps.
18. Applicants will be required to submit an annual report detailing breakdown of costs. If this is not complied with for any reason the funding shall become due and automatically repayable to Affinity Water Ltd. Proof and evidence of expenditure using funds from the Community Scheme, such as receipts, may be requested at Affinity Water Ltd's discretion.
19. In the event any of these Terms and Conditions are not adhered to the funding shall become due in full and automatically repayable to Affinity Water Ltd. This shall be made clear to the applicant via email or their preferred contact method.

### **Liability and Third-Party Damage**

20. Affinity Water Ltd accepts no responsibility for entries not successfully completed due to a technical fault of any kind or for any other reason.
21. Applicants carrying out any works in relation to the Community Scheme do so entirely at their own risk and are solely responsible for both ensuring the health and safety of all individuals and for any other risks posed by the project in its entirety (see clause 24 below for Affinity Water Ltd's liability).
22. Applicants shall have and maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent business person in connection with the risks associated with the project funded by the Community Scheme unless Affinity Water Ltd confirms otherwise in writing. For the avoidance of doubt, the requirement to have public liability insurance shall usually only apply to projects involving physical activity or work. Applicants shall produce to Affinity Water Ltd, on request, copies of all insurance policies in place.
23. It is the responsibility of the applicant to ensure all projects with large mechanical requirements where professional specialists are used carry the necessary licences and comply with all health and safety requirements.
24. Insofar as is permitted by law, Affinity Water Ltd will not, in any circumstances, be responsible or liable to the applicant or accept any liability for any costs, claims, loss, damage, personal injury or death arising out of or in connection with the funding provided under the Community Scheme (and for the avoidance of doubt, any project funded under it) except where it is caused by the negligence of Affinity Water Ltd, its servants, agents or distributors. Your statutory rights are not affected.

### **Rights Reserved**

25. Applicants are deemed to have accepted and agreed to be bound by these Terms and Conditions upon entry. Affinity Water Ltd reserves the right to refuse entry or refuse to award the funding to anyone in breach of these Terms and Conditions.
26. Affinity Water Ltd reserves the right to hold void, cancel, suspend, or amend the Community Scheme where it becomes necessary to do so.
27. Affinity Water Ltd reserves the right to update these Terms and Conditions at any time and will provide applicants with any updated versions.
28. Affinity Water Ltd reserves the right to carry out inspections of the works at any time to ensure all specifications of the works (as set out in the applicant's application) have been complied with. Affinity Water Ltd will provide reasonable notice of inspection.

### **Personal Data Processing**

29. Upon entering the Community Scheme applicants accept that Affinity Water Ltd will store personal data securely for internal use.
30. Personal data collected during the course of this Community Scheme will only be processed as set out in Affinity Water Ltd's Privacy Notice (<https://www.affinitywater.co.uk/privacy>).

**General**

31. The Community Scheme will be governed by English law and entrants to the Community Scheme submit to the jurisdiction of the English courts.
32. These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.
33. These Terms and Conditions constitute the entire agreement between Affinity Water Ltd and the applicant to the Community Scheme.
34. This Community Scheme is managed by Affinity Water Ltd of Tamblin Way, Hatfield,