

Terms & Conditions for Community Fund Scheme applications

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

Important: Once you have submitted an application, you can't make any changes to the project or your plans on – unless you get our permission, in writing, before you change it.

In these terms and conditions: Application means the form you filled in, asking us for funding Grant means the money we give you Project means the project you've described in your application we, us, our means Southern Water and our affiliates, including our employees and partners you and your means the organisation you've named in your application

If you're successful any 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 charitable purposes and for the good of the whole community.
3. 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).
4. You agree: 1. To keep clear and accurate records, showing exactly what you've spent your Grant on – 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.
5. 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 Community Funding Scheme or these terms and conditions
6. Progress reports 1. We'll ask you to report who benefits from your Project and how it's making a difference to the lives of those in your community. You agree to give these reports to us promptly, in the form we've asked for. 2. We may use your reports for reporting purposes or to publicise the Community Funding Scheme. 3. If we ask to meet with a representative from your organisation, they have to do it within a reasonable timeframe, as long as we give you reasonable notice. 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.

5. Once the Project is over, you have to submit a post-project report, in the form we've asked for. We may also ask you from time to time for updates after the project is over.

6. Publicity and marketing 1. We may publicise successful projects online and with our employees, CCW and 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 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.

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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 1. All the information and data you give us (including personal data as defined by the Data Protection Act 2018) about the project will still belong to you (or your licensors), but you agree that we and our agents have the right to use it however we choose (for example: statistical analysis, market research, marketing and publicity, or auditing). 2. Before you pass data on to us, you need to tell whoever the data is about that we (and anyone working for us) will be able to see it and use it, and get their consent for that.

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: community@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.

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