

Highways England Natural Flood Management Fund Agreement

This Agreement is made the [DATE]

PARTIES

1. [NAME] RIVERS TRUST (incorporated in England with company number [NUMBER] and registered Charity number [NUMBER]) whose registered office is at [ADDRESS]; and
2. [NAME/ORGANISATION] of [ADDRESS],

(each a "Party", and together the "Parties").

Introduction

The Highways England Natural Flood Management Fund (hereafter NFM Fund) has been set up by Highways England and is managed on their behalf by the [NAME] Rivers Trust. The NFM Fund provides grants to landowners to support voluntary changes rural landholdings, to farms and farming operations that will help reduce the rate of run off from their land during storm events, with the objective of reducing flood risk to roads maintained by Highways England, as well as third party land, using approaches that can provide environmental service benefits.

Details of the operational process of the scheme may be found in the NFM Fund Handbook (the **Handbook**). Details of the measures which may be applied for, and how they are assessed to reduce run off, flood risk and multiple benefits may be found in the NFM Measures Booklet and the Design Specification Catalogue. All of these may be accessed at <https://catchmentbasedapproach.org/learn/he-nfm-fund/>

Terms and Conditions

Participation in the NFM Fund is governed by the Terms and Conditions of this Agreement and any person who implements a measure to be funded in part or in whole by the NFM Fund is deemed to have read and accepted the Terms and Conditions set out below.

1. The NFM Fund

1.1. What does the NFM Fund cover?

- 1.1.1. The NFM Fund provides grants to landowners, land managers or tenants that support changes to a) infrastructure (capital measures) and b) operations measures; that reduce the peak wet weather run off to watercourses and by overland flows that affect stretches of roads maintained by Highways England that are at risk of flooding. The areas that are deemed to affect such roads are termed "focus areas" and are shown in Schedule A shaded in red; any measures proposed must lie entirely within these focus areas. The primary purpose of funded measures must relate to reduction of flood risk, any other benefits they bring being secondary. Measures being promoted by the NFM Fund are presented in the NFM Measures Booklet, with supporting technical information which can be accessed at <https://catchmentbasedapproach.org/learn/he-nfm-fund/>. Funding for works that reduces runoff to watercourses and flood risk but are not listed in the NFM Measures Booklet may be still be supported by the NFM Fund by making a special case as a 'Landowner Innovation'.
- 1.1.2. A measure or group of measures implemented under the NFM Fund is referred to in these Terms and Conditions as a '**Project**'.

- 1.1.3. The NFM Fund will not support works that are a legislative requirement or industry obligation and will only support good agricultural practice. Funding to cover maintenance, replacement due to normal wear and tear of existing or partially implemented works is not covered.
- 1.1.4. The NFM Fund will not support works that are primarily to improve the productivity from agriculture or other commercial activity, though if the flood management the works enhance do also enhance the productivity that would be viewed as a secondary benefit.

1.2. What are the eligibility criteria?

- 1.2.1. To be eligible to receive a grant under the NFM Fund:
- the part of the landholding in which the Project is proposed must be located within the [NAME] Rivers Trust catchment within a Focus Area (the area shown in Schedule A - the “**Relevant Site**”);
 - you must be an owner, land manager and/or tenant of the Relevant Site, authorised with consent from the landowner to participate in the Project;
 - you must be willing to obtain all necessary regulatory permissions or consents for works to be undertaken;
 - you must be willing to allow or facilitate monitoring of soils and water on your land to help us assess the effectiveness of the trial;
 - you must be aged eighteen years or over on the date of you signing this Agreement.
 - The payment must not form part of your trading income or expenditure in your accounts.

2. Your project

2.1. When can I commence my Project?

- 2.1.1. Your project will have been designed, costed and the provisional amount of grant agreed through the bidding platform. Following the award of the grant through the bidding platform the details of the works should be entered into Schedule B of this agreement.
- 2.1.2. You should only commence your Project once you have received a copy of this Agreement signed by both parties. If you choose to start work associated with a Project prior to this, you run the risk of not being entitled to a grant payment.
- 2.1.3. Please note that once your application for your Project has been accepted by us and this Agreement is in place, you cannot change your Project (or any part of it) without our prior written consent to such changes. If for any reason you need to change any part of your Project, you must notify us in writing of the proposed change and the reasons therefore and await our written consent before implementing such changes. We are under no obligation to provide such consent and will consider each case on its merits. A failure to obtain our consent to such changes could invalidate your grant. Any agreed changes to the project and costs will be documented in the completion certificate in Schedule C of this agreement.

2.2. Do I need to do anything else before I commence my Project?

- 2.2.1. You should check with relevant authorities (e.g. Local Planning Authority, Environment Agency or Natural England) or landowner where relevant to determine if any permissions, approvals or consents are required before your Project is implemented. Prior to the commencement of your Project, it is your responsibility to consider the need for, and where appropriate, put in place and/or comply with:
- all necessary permissions (including planning permissions), consents, licences and authorisations to undertake the Project and any associated works at your farm / landholding;
 - guidance from the Environment Agency and Natural England for the implementation of your Project and any associated works, where applicable; and

- any further permissions, approvals and consents as reasonably requested by us.

2.2.2. Where applicable, the works should also be in keeping with your responsibilities as a riparian owner, including; ensuring measures do not obstruct navigation, reduce flows under normal flow conditions or cause flooding of property or land owned by others. You must also leave in place trees, shrubs or other features that restrict flows because these features may reduce flood risk or enhance the amount of water available to people and land downstream.

2.3. Implementing your Project

2.3.1. Once you have obtained all required permissions, consents, licences and authorisations in accordance with section 2.1 and section 2.2 above, you will need to implement your Project as set out in your application form and in accordance with Schedule B and the following criteria:

- the installation of your Project must take place on your landholding, which should be land that you either own or have a leasehold interest in;
- you must ensure that the area on which measures are to be situated or installed is suitable;
- you may choose to do the works yourself or use a third party – you will be responsible for that third party, including for all payments to any third party that you use;
- you must ensure that all materials are of satisfactory quality and fit for purpose and has a minimum design life of five (5) years or such longer period as prescribed by applicable law, regulation or code of practice; and
- you must ensure that all works are carried out in a workmanlike manner with reasonable skill and care and all relevant authorities are notified, where applicable.

2.3.2. You must at all times comply with, and ensure that the Project and any materials and works comply with, all planning permissions and all applicable laws, regulations, codes of practice, industry guidance and standards in force from time to time, including all applicable:

- British Standards;
- Environmental legislation and guidance and codes of practice issued by the Environment Agency and Natural England;
- Health and Safety legislation and codes of practice issued by the Health & Safety Executive (HSE) (and you are responsible for any required notifications to the HSE for construction works); and
- Agricultural Codes of Good Practice, including Protecting our Water, Soil and Air: A Code of Good Agricultural Practice for farmers, growers and land managers.

2.3.3. Once you have all of the necessary permissions you may apply to us for a 50% advance payment on the implementation of the project, in accordance with the amount in the application and agreed with us through the bidding platform and as detailed in Schedule B. We will pay this amount within 30 days of the receipt of your invoice.

2.3.4. During implementation you must collect and maintain all supporting documents and evidence relating to the Project for a period of 6 years from the date the Project is completed in accordance with section 2.5 below, including:

- all consents, planning permissions, licences and authorisations;
- photographic evidence demonstrating the installation of Project in accordance with these Terms and Conditions (including before and after photographs taken from the same position); and
- any further documentation as requested by us.

2.3.5. Whilst not a compulsory requirement of payment, we may ask for further evidence of a Project being completed and maintained where it is difficult to ascertain this. Therefore, we recommend that all invoices and payment receipts are kept for your records. These must be addressed to you and not dated prior to the date notified to you in accordance with section 2.1 above. You will not be entitled to claim any payments in breach of this

requirement for Project works carried out by third parties;

2.3.6. You must promptly inform us of any changes to your Project or any of the details set out in your application form.

2.4. Risk in your Project

2.4.1. You acknowledge and agree that you are undertaking the Project at your own cost, expense and risk and that our primary responsibility is to make the grant payment to you in accordance with these Terms and Conditions.

2.5. Completion of your Project

2.5.1. Once you have completed your Project, you will need to notify us and provide us with all of the supporting documents and evidence set out in section 2.3.4 above, together with such other documents and information that we may reasonably request in order to verify that the Project has been completed in accordance with these Terms and Conditions. A failure to provide all supporting information and evidence may invalidate your eligibility to receive the grant payment (in whole or in part).

2.5.2. We will then arrange with you a time and date to visit your landholding to inspect the Project. If we are satisfied that you have completed the Project in accordance with these Terms and Conditions, we will provide you with written confirmation with a completion certificate as set out in Schedule C and release the second 50% payment within 30 days of the receipt of your invoice.

2.6. Your continuing obligations

2.6.1. You will, at your cost and expense, ensure that all materials installed as part of your Project:

- are properly maintained in accordance with best practice and all applicable laws; and
- remain in operation on your landholding for a minimum period of five (5) years from the date of installation unless we have agreed otherwise with you in writing.

2.6.2. A failure to comply with 2.6.1 may result in you being ineligible for future grants under this scheme, with failure of contract reported to the relevant competent authorities.

3. Our rights and obligations

3.1. Payment

3.1.1. Subject to these Terms and Conditions and our written confirmation that the Project has been successfully completed in accordance with these Terms and Conditions:

- you will issue to us a valid invoice for the amount of the grant set out in Schedule B addressed to [NAME] Rivers Trust;
- The grant is outside the scope of VAT and therefore invoices should exclude VAT;
- The amount of the grant set out, should match the cost of the Project entered in the bidding platform, unless you have obtained written consent to change the Project.
- If you have not completed the Project in accordance with these Terms and Conditions, we reserve the right to not make any payment to you or make a pro rata payment to you to reflect those elements of the Project that are compliant with these Terms and Conditions according to the rates set out in Schedule B. All payments are subject to administrative checks and other controls we consider necessary.
- we will pay to you such amount within thirty (30) days from our receipt of a valid invoice.

3.2. Liabilities

3.2.1. You warrant that in participating in the Project you will not breach any of these terms and conditions and/or warrant you will have all appropriate consents and authorisations in

place. You will indemnify us against any loss, damages, costs, expenses or other claims arising from any breach by you of these terms and conditions.

4. Withdrawal and termination

4.1. Withdrawal of The NFM Fund

4.1.1. We reserve the right to withdraw the NFM Fund at any time. If your application has been approved by us, then we will notify you in writing of any withdrawal of the NFM Fund and:

- if you have not yet commenced any actions in connection with your Project, then we may terminate your participation in the NFM Fund and you will no longer be entitled to the payment of the grant; or
- if you have commenced any part of the Project, then we will agree with you which elements of the Project you are to complete and you may claim the corresponding payment of the grant in accordance with these Terms and Conditions.

4.2. Termination of your participation in The NFM Fund

4.2.1. We may upon written notice to you postpone, withdraw or terminate your participation in the NFM Fund, if you:

- receive any other funding in respect of a Project (or any item);
- are no longer a tenant and/or landlord in control of landholding in the Relevant Site and/or no longer authorised to use your landholding in the Relevant Site for the Project;
- commit any material or persistent breach of these Terms and Conditions and in the case of such a breach that is capable of remedy fail to remedy that breach within fourteen (14) days (or such other timeframe we may reasonably require) from the date of written notice to you giving details of the breach and requiring it to be remedied;
- provide false or misleading information or commit any act of fraud (including using the grant for any other purpose);
- commit any act or omission, or make any statement or otherwise behave in any manner, which may result in any harm or damage to our reputation or the operation of our business;
- become bankrupt or insolvent; or
- are prosecuted for any environmental offence.

4.2.2. The intention is that the funding will be paid to the recipient in full. However, without prejudice to any of our rights or remedies (whether under these Terms and Conditions or otherwise) if you are in breach of any of these Terms and Conditions, we may at discretion withhold or suspend payment of the funding and/or require repayment of all or part of the funding. We will work with you to avoid this and will ask you to promptly remedy the breach at your own expense to ensure compliance with these Terms and Conditions unless we have notified you of the termination or withdrawal of your participation in The NFM Fund.

4.3. Consequences of Withdrawal or Termination

4.3.1. On the termination of the NFM Fund (or your participation in The NFM Fund), you will cease to be entitled to any grant payment, save as set out in section 4.1.1 above.

4.3.2. Save as expressly set out in these Terms and Conditions, the withdrawal of the NFM Fund or the termination of your participation in the NFM Fund will not prejudice or affect any right, power or remedy which has accrued or will accrue to either party prior to or after such withdrawal or termination. The provisions in these Terms and Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

5. General

5.1. Interpretation: In these Terms and Conditions:

- references to “we”, “us” or “our” means [NAME] RIVERS TRUST (incorporated in England with company number [NUMBER] and registered Charity number [NUMBER]), and references to “you” or “your” means the applicant, including its employees, agents and contractors;
- references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, authority or any other entity;
- any words following the words “include”, “includes”, “including” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and
- an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of the first party.

5.2. Business: You confirm that you are acting in the course of your business or your private management of your land, and not as a consumer for the purpose of your participation in the NFM Fund.

5.3. Notices: Any formal notice required under these Terms and Conditions may be sent by pre-paid first-class post or recorded delivery or delivered to or left at a party’s address. Such notice will be deemed to be served at 9:00am on the third business day after the date of posting or at the time of delivery to a party’s address, as applicable.

5.4. No Assignment: Participation in the NFM Fund is personal to you and you will not assign the benefit or delegate the burden or otherwise transfer any right or obligation to any other person without our prior written consent. We will not withhold consent in the event of your serious illness, death or long term professional incapacity.

5.5. Force Majeure: A party will not be in breach of these Terms and Conditions or otherwise liable to the other party for any failure to perform or delay in performing its obligations to the extent that such failure or delay is due to any event or circumstance beyond the reasonable control of the affected party, provided that all reasonable steps are taken to mitigate the effect of such event or circumstance.

5.6. No Waiver: A delay in exercising or failure to exercise a right or remedy under or in connection with these Terms and Conditions will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

5.7. Illegality: If any term of these Terms and Conditions is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these Terms and Conditions and this will not affect the remainder of these Terms and Conditions which will continue in full force and effect.

5.8. No Partnership or Agency: Nothing in these Terms and Conditions and no action taken by the parties in connection with them will create a partnership or joint venture between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

5.9. No Third Party Rights: The parties do not intend that any term of these Terms and Conditions will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

5.10. Entire Agreement: These Terms and Conditions and all documents referred to herein constitute the entire agreement between the parties and supersede any prior agreement or arrangement in respect of their subject matter. You will not be able to rely on or have

any remedy in respect of any misrepresentation, representation or statement (whether made by us or any other person and whether made to you or any other person) which is not expressly set out in these Terms and Conditions. Nothing in this section will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

5.11. VAT: value added tax chargeable under English law for the time being and any similar additional tax.

6. Dispute Resolution

6.1. Internal Resolution: In the event of any dispute or difference arising out of or in connection with the NFM Fund ("Dispute"), our representatives will meet with your representatives to discuss such Dispute in good faith. You agree to make your representatives available on reasonable notice to discuss such Dispute.

6.2. Governing Law and Jurisdiction: These Terms and Conditions and any non-contractual obligations arising out of or in connection with them will be governed by the laws of England and, subject to section 6.1, the courts of England have exclusive jurisdiction to determine any Dispute arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual obligations).

7. Data Protection:

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with this Agreement, as set out in Schedule D.

SIGNED by or on behalf of the parties on the date stated at the beginning of this agreement:

For and on behalf of

[NAME] Rivers Trust

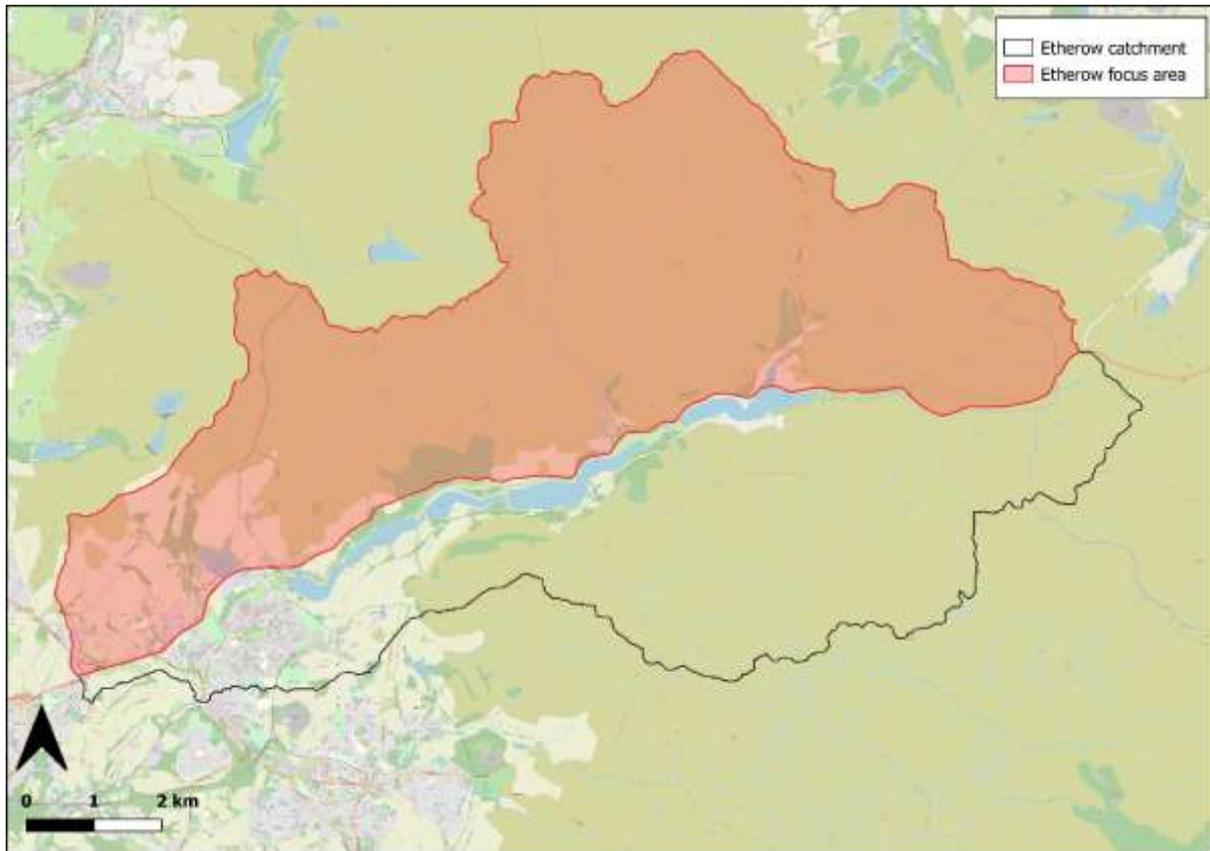
Date:

For and on behalf of the applicant

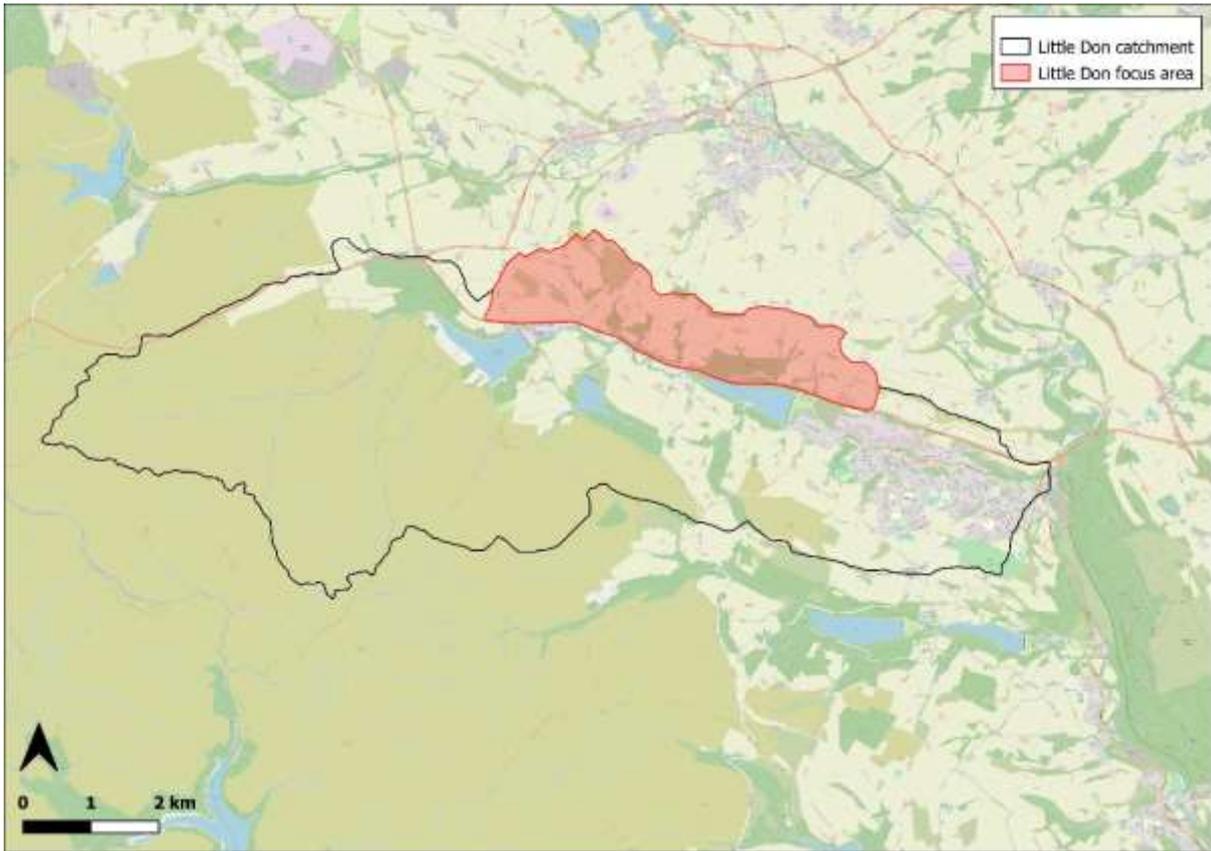
Name:

Date:

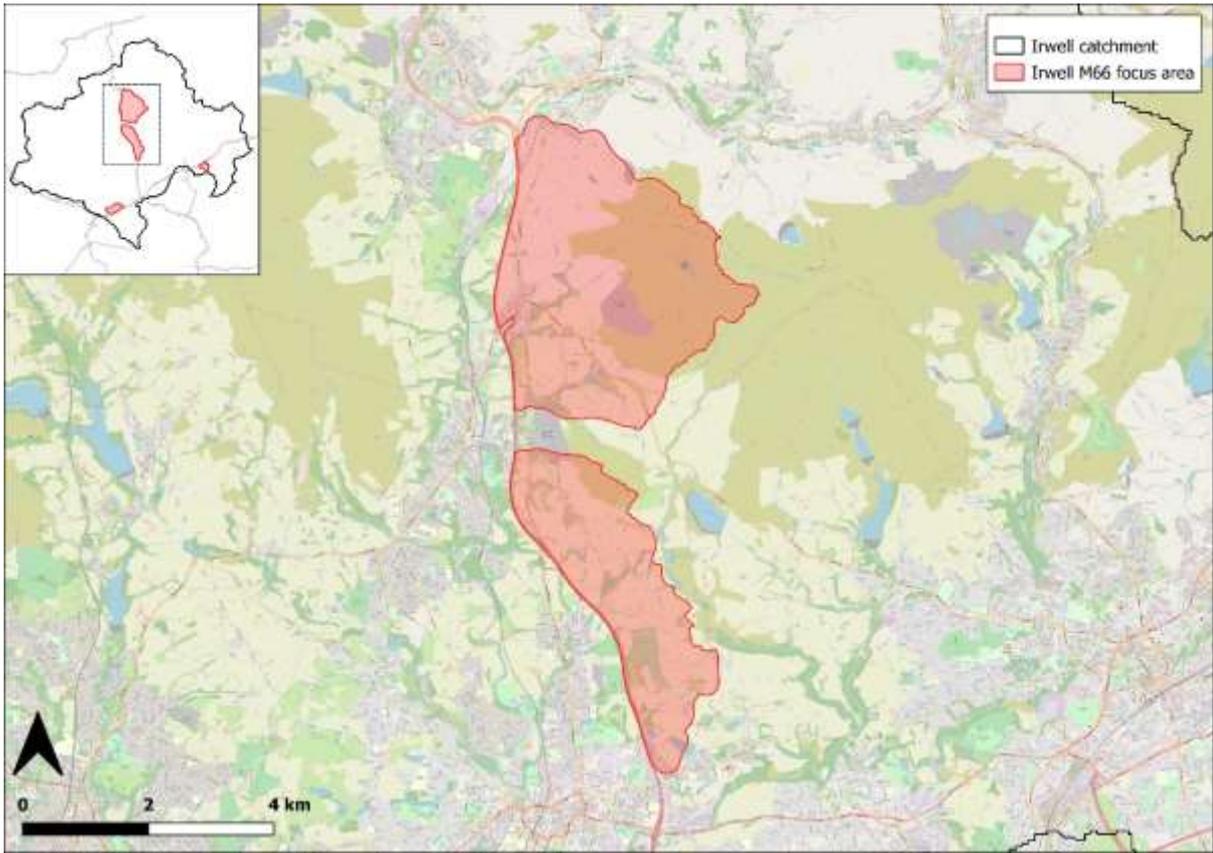
Schedule A Geographical area covered by the NFM Fund



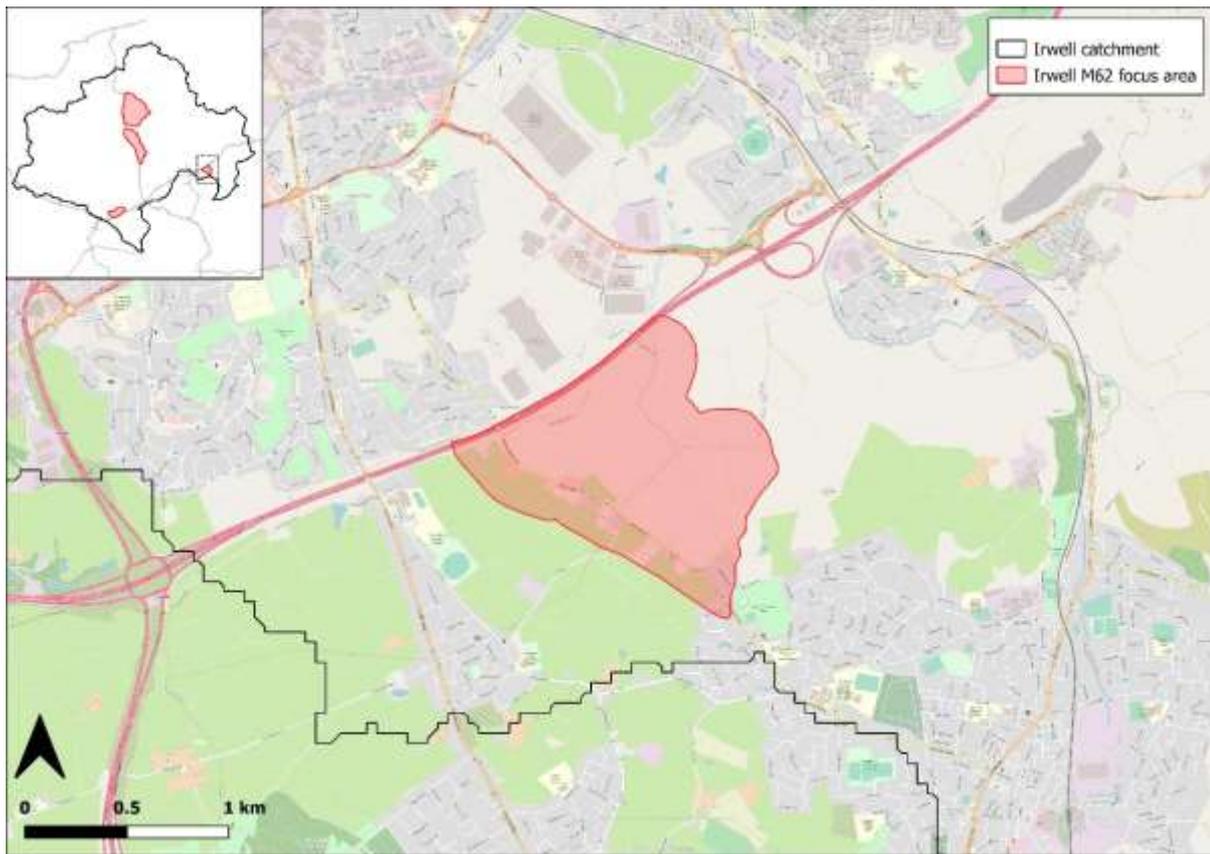
The NFM Fund is available to people owning or occupying land in the Focus Area to the north of the A628 between A6018 and Goddard Lane



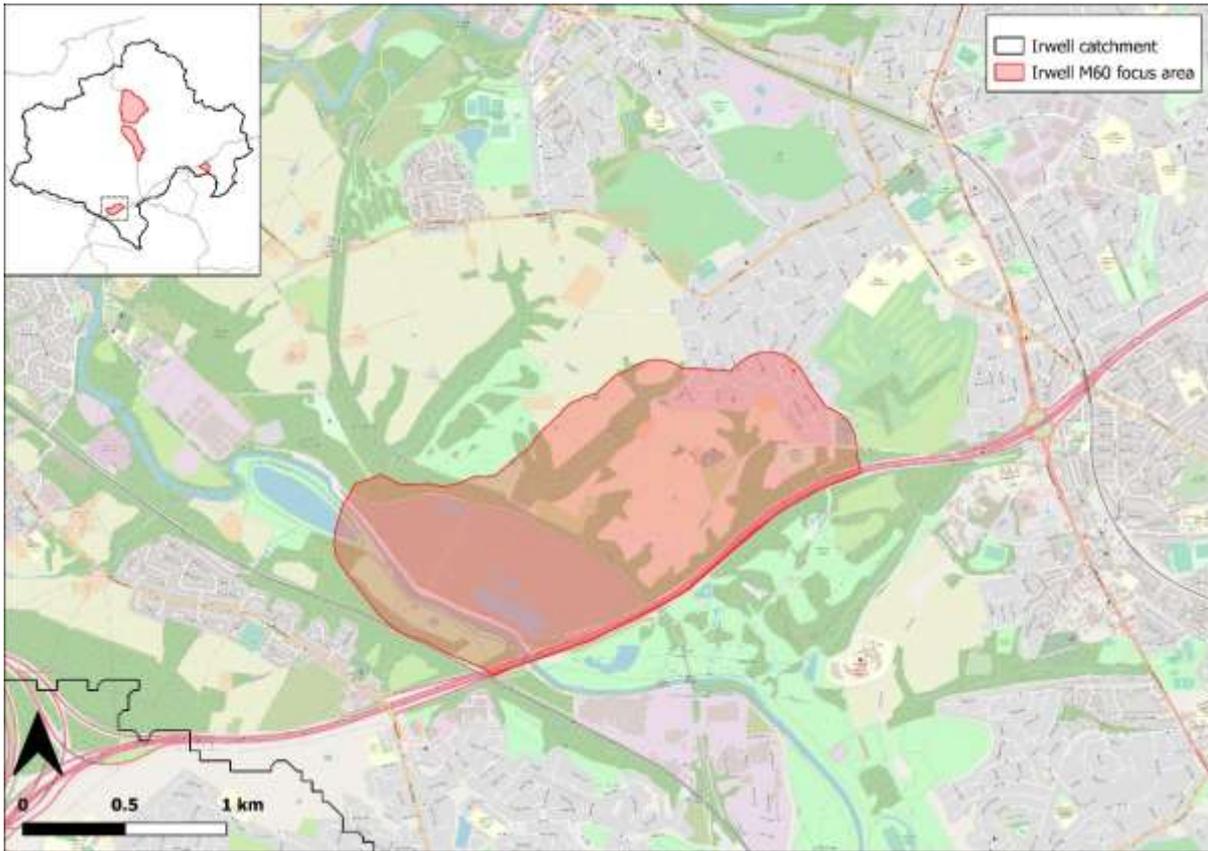
The NFM Fund is available to people owning or occupying land in the Focus Area to the north of the A616 between Langsett and Underbank Lane



The NFM Fund is available to people owning or occupying land in the Focus Area to the east of the M66 between Rawtenstall and the A58 (Rochdale Road)



The NFM Fund is available to people owning or occupying land in the Focus Area to the south of the M62 between the B6194 and the Stanney Brook



The NFM Fund is available to people owning or occupying land in the Focus Area to the north of the M60 between the River Irwell and Stand

Schedule B Measures to be implemented

1. All measures or groups of measures implemented under The NFM Fund shall be carried out in accordance with these **Terms and Conditions**.
2. All measures or groups of measures implemented under The NFM Fund shall be carried out in accordance with the **specifications** provided in **HE NFM Fund Measures Booklet and the NFM Fund Design Specification Catalogue** . Please refer to our website for the Handbook (<https://catchmentbasedapproach.org/learn/he-nfm-fund/>).
3. The measures that we agree to fund on your landholding are set out in Table 1 below. The measures as set out in Table 1 for Year 1 must be implemented by [DATE]. The total grant is up to a maximum of [VALUE IN POUNDS].
4. As set out in these Terms and Conditions, once you have **completed your Project or an individual measure**, you will need to notify us and provide us with all of the supporting documents and evidence set out in section 2.3.4 above, together with such other documents and information that we may reasonably request in order to verify that the Project or bundle of measures has been completed in accordance with these Terms and Conditions and that plans are in place for maintenance for at least 5 years. A failure to provide all supporting information and evidence may invalidate your eligibility to receive the grant payment (in whole or part).
5. This notification and the supporting documents should be provided in writing to the NFM Fund's Advisor at one or both of the following addresses:
 - [ADDRESS];
 - [EMAIL ADDRESS]
6. As set out in these Terms and Conditions, and subject to them, our written confirmation that the Project or bundle of measures has been successfully completed in accordance with section 2.5 above and confirmed through the signed completion certificate as set out in Schedule C, you will issue to us a valid invoice for the amount of the grant set out in this Schedule B addressed to [NAME] Rivers Trust; and we will pay to you such amount within thirty (30) days from our receipt of a valid invoice. Please note the following requirements for invoices:
 - All invoices must show an invoice number and date
 - All invoices must be addressed to the full correct legal entity
 - Your full company/business name and address must be clearly shown, where applicable
 - The invoice should clearly state which measure(s) you are invoicing for and a breakdown and description of costs if appropriate (e.g. payment rate and number of units)
 - You should also provide on the invoice a telephone number and/or email address in the event of any queries
 - The grant is outside the scope of VAT and therefore invoices should exclude VAT .
 - If you are VAT registered, depending on your circumstances, you may be able to claim, via HMRC, any VAT from good and services you have procured with respect to this grant
7. Payments will be made in two stages of 50% each:
 - You may invoice for 50% of the total amount upon award of the grant, signing of contract and demonstration of having obtained all necessary permissions and

consents from landowners and regulatory authorities. If during the process of obtaining permissions changes have been made to the design of the project these should be agreed with the Rivers Trust in writing and any adjustments to the costs reflected in the total amount of the grant and in this advance payment.

- The final 50% of payment will process upon signing of the completion certificate as set out in Schedule C. If there have been changes required during the construction period, for example some elements not completed, variations from estimates, then these should have been agreed in advance with the Rivers Trust and as appropriate changes agreed to the total grant amount which would be reflected in the second 50% payment.
8. The payments made in the first year of the fund will cover maintenance or repeat actions (such as aeration) annually or at other periods as specified for the subsequent 5 years. Inspections may be made by catchment advisors to confirm that such works have been carried out.
 9. Access by catchment advisors should be allowed for the 5 years of the fund for the purposes of monitoring and evaluation which will inform general knowledge regarding these measures and will be considered in the design of future NFM measures schemes.

Table 1 – Measures we will fund on your landholding

Measure type and code	Description and location	Cost
Total Cost		

Schedule C – Completion Certificate Template

Certificate of completion under Highways England Natural Flood Management Fund Agreement

Landowner

Name:

Address:

Telephone / Email

Location map

Rivers Trust

Name of trust:

Contact

Address

Telephone / Email

Measures Contracted:

Description of Measures as bid in application process and agreed in Contract Schedule B

Permissions required / obtained in advance of construction:

Description of any permissions required in advance of construction and evidence of issue if applicable

Measures completed:

List evidence of measures as completed

Details of any variations from the application and agreement to changes with Rivers trust

Final Grant payments made:

Amount and date of payments

Signed & Dated

Landowner

Rivers Trust

Schedule D How the NFM Fund project uses your data

In this Schedule [D] the following definitions shall apply:

1. DEFINITIONS

"Controller", "Data Subject", "Processing" and "Processor" shall have the meaning given to those terms in the applicable Data Protection Legislation and "Process" and "Processed" shall be construed accordingly;

"Data Processing Particulars" means, in relation to any Processing under this Agreement:

- (a) the subject matter and duration of the Processing;
- (b) the nature and purpose of the Processing;
- (c) the type of Personal Data being Processed; and
- (d) the categories of Data Subjects;

as set out in Appendix [1];

"Data Protection Legislation" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 ("DPA") and the GDPR ; as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) any code of practice or guidance published by the ICO or any other relevant Regulator from time to time;

"Data Subject Request" means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the Data Protection Legislation;

"GDPR" means the General Data Protection Regulation (EU) 2016/679;

"Party 1" Highways England Company Limited;

"Party 2" [NAME] Rivers Trust;

"Personal Data" means any personal data (as defined in the Data Protection Legislation) Processed by either Party in connection with this Agreement, (as such Personal Data is more particularly described in Appendix [1] (Data Processing Particulars));

"Regulator" means the UK Information Commissioner's Office ("ICO"), or any successor or replacement body from time to time, and/or any other regulator or other body having authority over compliance with the Data Protection Legislation by either of the Parties.

1. Arrangement Between The Parties

- 1.1. The Parties acknowledge that the factual arrangement between them dictates the classification of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate that, Party 1 shall act as a Controller, Party 2 shall act

as a Processor.

- 1.2.** Each of the Parties acknowledges and agrees that Appendix [1] (Data Processing Particulars) to this Agreement is an accurate description of the Data Processing Particulars.
- 1.3.** Each of the Parties shall in performing its obligations under this Agreement, comply with the obligations imposed upon it under the Data Protection Legislation.

Appendix [1]

Data Processing Particulars

The subject matter and duration of the Processing	The subject matter of the Processing is to assess your grant application, send you relevant information about the NFM Fund, handle the administration of your invoice and payments to you, and supporting documents required under the Agreement (section 2.3.4) for the duration of this Agreement, or as otherwise specified in the data protection provisions of this Agreement.
The nature and purpose of the Processing	<p>The nature of the processing includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) of Personal Data.</p> <p>The processing is necessary to enable your application for a grant to be received and assessed and for payments to be made to you as well as provide a completion certificate to Highways England following evidence provided on the implementation and maintenance of the Project.</p> <p>As part of our reporting and promotion of The NFM Fund we may wish to reference the Project in whole or in part within our reports or promotional material, including the use of before and after photos and monitoring data. Information and data will be anonymised within any publicly available material unless you have provided express written permission to reference your landholding</p>
The type of Personal Data being Processed	<p>The type of Personal Data being Processed concerns the following categories:</p> <ul style="list-style-type: none">• Name and address• Email address• Telephone number• Business information required to pay landowners
The categories of Data Subjects	Landowners/ tenants / land manager, their employees and contractors.