

AGREEMENT

Between

A & A Example, Address Line 1, Address Line 2, Address Line 3, POSTCODE

and

Wessex Water Services Limited

For

Cover crops following maize

[NB. This document is provided in draft on the project website as an example for guidance only as it may be revised and updated]

Date; 01/06/2022

THIS AGREEMENT is made the 1st day of June 2022 and runs until the 31st day of March 2023.

BETWEEN:

(1) A & A EXAMPLE, ADDRESS LINE 1, ADDRESS LINE 2, ADDRESS LINE 3, POSTCODE ("the Farmer");

AND

(2) WESSEX WATER SERVICES LIMITED registered in England and Wales with company number 02366648 whose registered office is at Wessex Water Operations Centre, Claverton Down Road, Claverton Down, Bath BA2 7WW ("Wessex Water").

NOW IT IS AGREED as follows:

1 Definitions

1.1 In this agreement:

"Agreed Fee" means the fee paid by Wessex Water to the Farmer in accordance with the Schedule(s) to this agreement;

"Applicable Laws" means all relevant laws, statutes, regulations and codes from time to time in force;

"Land" means the fields or areas of fields detailed in Appendices to the Schedule(s);

"Measure" means the activity detailed in the Schedule(s) to this agreement;

"Monitor" means accessing the Land to gain evidence of its nutrient status through soil testing, crop tissue sampling, installation/sampling of porous pots for water sampling and sampling of watercourses where appropriate and agreed with the Farmer;

"Wessex Water Adviser" means a Wessex Water catchment adviser;

"Term" means the period(s) during which the Measure(s) and/or Works is/are to be taken in accordance with the Schedule(s) to this agreement; and

"Works" means the construction, renovation, extension, repair or implementation of physical structure(s) or feature(s) as detailed in the Schedule(s) to this agreement.

2 Agreement

The obligations contained in this agreement will be applicable for the duration of the Term(s), in accordance with the Schedule(s).

3 Farmer's Obligations

3.1 The Farmer will comply with all obligations detailed in the Schedule(s) to this agreement.

4 Wessex Water's Rights

4.1 Relevant employees or contractors of Wessex Water may access the Land on foot or with a vehicle (where required) during the Term to Monitor the activities detailed in the Schedule(s) to this agreement.

5 Farmer's Rights

5.1 The Farmer may terminate this agreement on not less than three (3) months' written notice to: *The River Tone, Parrett and Yeo Phosphorus Reduction Project Team, Wessex Water, The Admiralty, Mill St, Corfe Mullen, Dorset, BH21 3RQ*, in which event the Farmer acknowledges and agrees that the Agreed Fee will be adjusted by Wessex Water, based upon the date of termination.

6 Warranties, Declarations and Exclusions

6.1 The Farmer warrants that they have full capacity and authority to enter into this Agreement and to carry out the Farmer's obligations as set out in clause 3 above.

6.2 Wessex Water will not have any liability for damage or losses arising out of, or resulting directly or indirectly from any work carried out by the Farmer under this agreement.

6.3 The Farmer warrants that :

6.3.1 the Measure and/or Works implemented in accordance with the Schedule(s) to this agreement shall not be in any area already covered by an Entry Level Stewardship or Higher-Level Stewardship, Countryside Stewardship or any other public or private sector agreement where the Measure and/or Works is one of the options; and

6.3.2 that they do not currently receive nor do they anticipate receiving nor have they applied for payment for the Measure and/or Works under any other scheme nor is the Measure and/or Works accounted for as part of any other scheme. The Farmer acknowledges and agrees that the Agreed Fee will not be paid in respect of any such Measure and/or Works.

6.4 The Agreed Fee will not be paid in respect of a Measure that fails to establish and/or a Measure and/or Works that is not implemented in accordance with this agreement.

6.5 The Farmer may use the Land for whatever they so choose after the end of the Term subject to the Applicable Laws in place at the time or any restrictions imposed by other third-party agreements that the Farmer has entered into.

6.6 The Farmer agrees that they are and will remain solely responsible for ensuring that they have any and all necessary permits and/or consents and that they comply with all Applicable Laws when

discharging their obligations under this agreement and that Wessex Water shall have no liability for any such breach of Applicable Laws arising out of this agreement.

- 6.7 By signing this agreement the Farmer is making the declaration that they have taken, and will continue to take, all reasonable precautions to prevent nutrients and soil from each of the fields listed in **Schedule 2** below from entering watercourses, or from being leached to groundwater to an extent that could cause pollution.
- 6.8 To support and inform the above declaration, it is expected that the Farmer will annually complete the Environment Agency's Agricultural Compliance Tool (ACT) (when publicly available), submit it to Wessex Water and address any actions identified by the ACT in the timescales detailed in the ACT, or as otherwise agreed with the Environment Agency.
- 6.9 For agreements involving annual payments of more than 5 years duration and/or with a value in excess of £5000 of annual payments, the Farmer is required to annually complete the ACT (when publicly available), submit it to Wessex Water and address any actions identified by the ACT in the timescales detailed in the ACT, or as otherwise agreed with the Environment Agency.
- 6.10 For the purposes of this agreement, ACT includes any tool or process which substantively replaces the Environment Agency's Agricultural Compliance Tool.
- 6.11 By signing this agreement the Farmer is making the declaration that within the 5 years prior to the date of this agreement, the fields listed in **Schedule 2** below have not been:
- i. identified as the source of a recorded pollution incident (whether by Wessex Water, the Farmer or any regulatory entity) which could have been prevented by the Farmer taking reasonable precautions to prevent that pollution.
 - ii. the subject of a warning, fine, prosecution or Basic Payment Scheme deduction issued by the Environment Agency or Rural Payments Agency for a breach of Nitrate Vulnerable Zones rules, SSAFO rules, Environmental Permitting rules or the Farming Rules for Water.
- 6.11 The Farmer agrees to provide, on request, the necessary up to date information to complete a Farm Phosphorus Loss and Farm Phosphorus Balance calculation.
- 6.12 In the event of transfer of all or part of land that is subject to this agreement The Farmer shall agree, at Wessex Water's request, to such transfer, assignment or novation of this agreement as Wessex Water requires and shall use best endeavours to

procure the agreement of the transferee of such land to such transfer, assignment or novation.

7 Third Parties

- 7.1 This agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

8 Payment

- 8.1 Subject to the Farmer complying with all obligations detailed in the Schedule(s) to this agreement, Wessex Water shall pay the Farmer the relevant Agreed Fee in accordance with this Clause 8.
- 8.2 Unless provided otherwise in a Schedule to this agreement, the Agreed Fee shall be paid as follows:
- 8.2.1 in relation to Works:

(a) The Farmer shall raise an invoice once all Works have been completed including evidence that such Works have been completed. The invoice to be addressed to *The River Tone, Parrett and Yeo Phosphorus Reduction Project Team, Wessex Water, The Admiralty, Mill St, Corfe Mullen, Dorset, BH21 3RQ* and emailed to somersetphos@wessexwater.co.uk; and

(b) For Works paid based on a percentage of the actual cost of the Works, Wessex Water shall pay the agreed percentage if the cost of the Works is equal to or less than originally estimated or quoted. Where the cost of the Works is more than ten percent greater than originally estimated or quoted, Wessex Water shall pay no more than ten percent above the original grant offered; and

(c) Wessex Water shall pay such invoice by the end of the following calendar month to which the invoice was received subject to satisfactory evidence of completion of Works having been provided in accordance of clause 8.2.1(a). Wessex Water shall not be obliged to pay any invoice until such evidence has been provided, including any further material as Wessex Water shall reasonably request in connection with such evidence.

- 8.2.2 in relation to the implementation of the Measure:

(a) The Farmer shall raise an invoice by 28 February in each year of the agreement. The invoice to be sent to *The River Stour Phosphorus Reduction Project Team, Wessex Water, The Admiralty, Mill St, Corfe Mullen, Dorset, BH21 3RQ* and emailed to somersetphos@wessexwater.co.uk; or posted to the same address; and

(b) Wessex Water shall pay such invoice by 31 March in each year of the agreement. For the avoidance of doubt, the first invoice shall be payable by 31 March 2023 or as varied by the Wessex Water Adviser in agreement with the Farmer. Wessex

Water shall not be obliged to pay any invoice until evidence of implementation of the Measure has been provided to Wessex Water's reasonable satisfaction.

8.3 Where Clause 6.9 applies, payment in a given year will be subject to completion of the ACT for that year and submission to Wessex Water of the ACT and an action plan to address any issues raised therein.

8.4 The Agreed Fee is exclusive of Value Added Tax (VAT) which, where applicable, shall be payable to the Farmer at the prevailing rate, subject to the receipt of a valid VAT invoice.

8.5 The Farmer shall complete a Wessex Water supplier application form in order to receive the first payment.

9 Variation

9.1 This agreement may only be varied with the prior written consent of a Wessex Water Adviser who can be contacted at the following address: *The River Stour Phosphorus Reduction Project Team, Wessex Water, The Admiralty, Mill St, Corfe Mullen, Dorset, BH21 3RQ* and emailed to somersetphos@wessexwater.co.uk;

10 Law and Jurisdiction

10.1 This agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

This agreement has been entered into on the date stated at the beginning of it.

Signed by the Farmer

Sign

Print Name

Signed on behalf of Wessex Water Services Limited

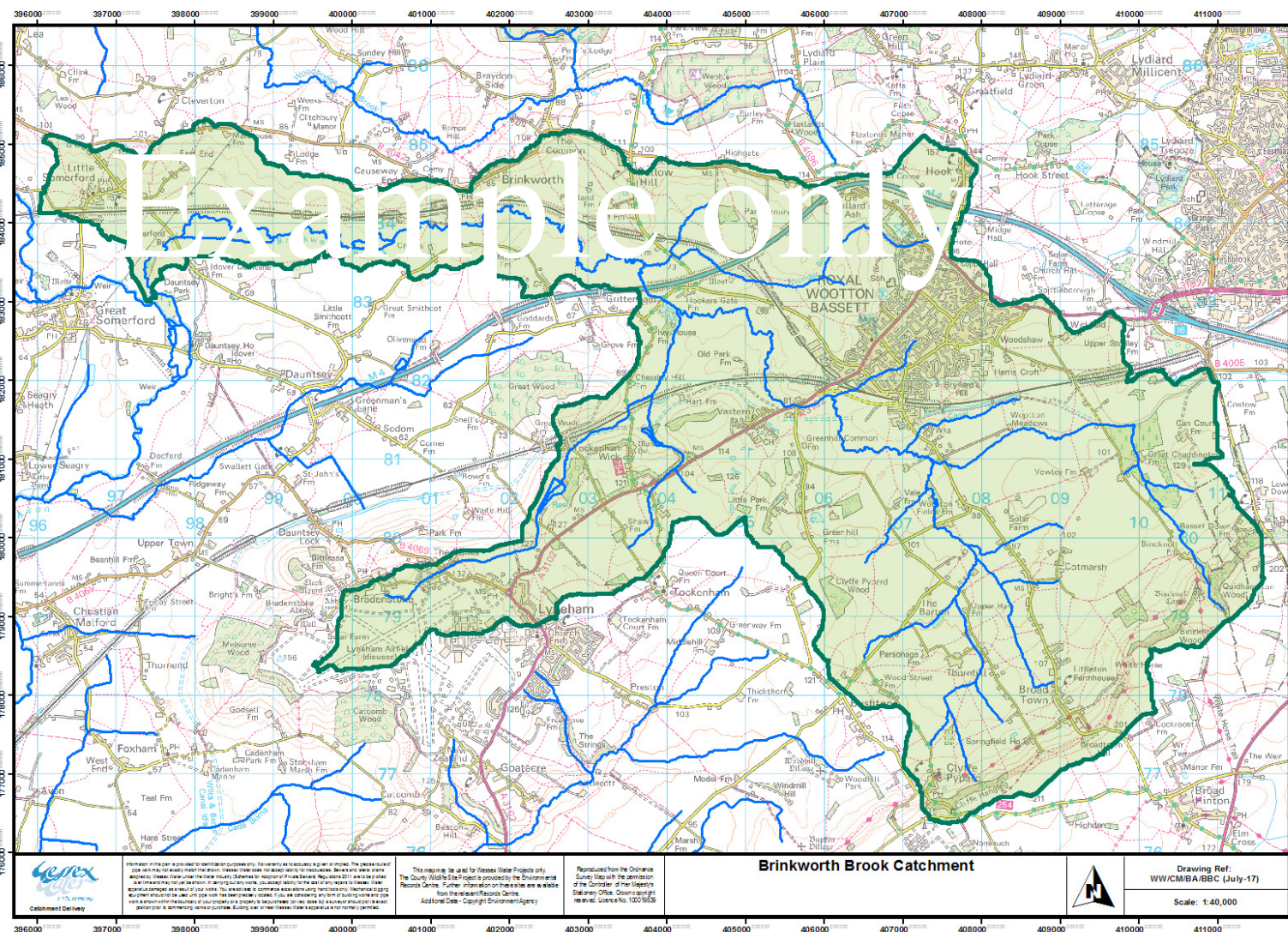
Sign

Wessex Water Services Limited

Print Name

Position / job title.....

Schedule 1 - Map showing farm location within River Tone, Parrett and Yeo catchment area



Schedule 2

Cover crops following maize

1. Definitions

In this Schedule:

“**Agreed Fee**” means the payment detailed in paragraph 2 of this Schedule.

“**Cover Crop**” means a crop grown over winter as detailed in paragraph 2 of this Schedule.

“**Destruction Date**” means the earliest date specified in paragraph 2 of this Schedule that a cover Cover Crop can be destroyed.

“**Sowing Date**” means the latest date specified in paragraph 2 of this Schedule by which the Cover Crop will be sown.

“**River Tone, Parrett and Yeo catchment area**” means the area shown on the plan detailed in Schedule 1.

“**Successful Crop**” means a Cover Crop grown on the Land with a minimum of 80% ground coverage by 1st December 2022, sown from the Sowing Date until Destruction Date detailed in paragraph 2 of this Schedule

“**Term**” means the period from the Sowing Date to the Destruction Date detailed in paragraph 2 of this Schedule.

2. Cover Crop details

Field(s) submitted	Home Piece (4680)
Land area (hectare)	10.00
Cover Crop	Italian ryegrass
Sowing Date	01/10/2022
Destruction Date	01/03/2023
Fee per hectare (£)	80

Agreed Fee: £ 800.00 (one off payment for the Term)

Total Ha; 10.00

Total P loss reduction: 6.3 kgP/yr

3. Farmer's obligations

In exchange for the Agreed Fee, the Farmer will: [\[key requirements and conditions from measure specification document are listed here\]](#)

- 3.1 Sow a fast-growing and dense cover crop by 15th October to provide dense ground cover and protect the land from overwinter soil erosion and nutrient runoff / leaching.
- 3.2 Retain the cover crop until at least 15th January if the following crop is combinable and until at least 1st March if the following crop is maize. Once destroyed, aim to establish the following spring crop within 6 weeks.
- 3.3 Grass may be used as a cover crop but only where it will be kept no longer than 31st May in the year after establishment.
- 3.4 If soil compaction has not been remediated upon inspection, funding may be withdrawn or reduced.
- 3.5 Estimates of the nutrients released by the cover crop should be used in nutrient planning for the following crop to ensure there is no over application or excess availability of nutrients, which may subsequently leach or runoff.
- 3.6 Choice of cover crop:
 - 3.6.1 A mix or a single species may be used, but crops should be suitable for autumn sowing, fast growing and mainly frost tolerant to provide adequate ground cover overwinter
 - 3.6.2 The main species should be Italian ryegrass, Westerwolds, rye, barley or oats. The minimum seed rate used for grasses should be 35kg/ha and for cereals 100kg/ha.
 - 3.6.3 Brassicas such as oil/fodder radish and mustard may be used as the main species but only if established before 15th September. If used as the main or only cover crop species the minimum seed rate of oil/fodder radish should be 20kg/ha and for mustard 10kg/ha if drilled, or 12 kg/ha if broadcast.
 - 3.6.4 Other species such as clover and vetches may also be included in the mix. The seed rate of a mix of cover crop species should be sufficient to provide dense ground cover within a few weeks of establishment.
- 3.7 How to establish the cover crop:
 - 3.7.1 If ground conditions are suitable, remove any areas of soil compaction, but do not subsoil over archaeological features.
 - 3.7.2 Sow the cover crop within 2 weeks of harvesting and no later than 15th October.
 - 3.7.3 Establish either by (i) direct drilling or (ii) cultivating and then drilling or broadcasting.
 - 3.7.4 Avoid overworking the soil, establish in as coarse seedbed as practical and avoid over-consolidation.
 - 3.7.5 Sow at a suitable seed rate to provide a dense groundcover and to prevent soil erosion (see seed rates above).
- 3.8 Buffer strip requirement:
 - 3.8.1 A grass buffer strip of at least 6m width must be in place against all watercourses (including ditches), roads, tracks and neighbouring properties, or where there is an identified run-off flow pathway. If a buffer strip is not already in place it must be established by the time that the cover crop is drilled. Where buffer strips do not currently exist, establishment and retention of new buffers to accompany cover crops may be eligible for funding through the Arable Reversion option of the scheme.
- 3.9 Record keeping and payment terms:
 - 3.9.1 Agreement holders will need to keep the following records and supply them with the payment claim. Payment will only be made upon satisfactory receipt of all of the following records:
 - 3.9.1.a Photographs of each cover cropped field taken on any day in December 2022, from which the time and location of the photo can be identified.
 - 3.9.1.b Soil analysis results (pH, P and K as a minimum) for the relevant fields dated within the past 3 years.
 - 3.9.4 Agreement holders will need to keep the following records and supply them on request:
 - o Field operations at the field parcel level, including associated invoices

Appendix 2: Field(s) where the measure is located

Insert field map **here**

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