



# **Countryside Stewardship Manual:**

## Woodland Creation Grant 2017

Applies to all 2017 agreements

Published 27 February 2017

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# 1. Introduction

This Manual provides the information needed to apply for the Woodland Creation grant element of Countryside Stewardship (CS) (“the Scheme”) and additional requirements and processes which must be followed.

## Mandatory elements of the Woodland Creation Grant Manual

A Countryside Stewardship agreement will comprise:

- 1 the Scheme Terms and Conditions at Annex 1;
- 2 the Agreement Document (which sets out Agreement Holder specific details); and
- 3 the supplementary documents referred to in the Agreement Document.

The Terms and Conditions refer to, amongst other things, the mandatory elements of this Manual that Agreement Holders must comply with. The chapters of this Manual that contain mandatory text are:

- chapter 4: Who can apply;
- chapter 6: Scheme requirements and procedures; and
- chapter 7: Agreement Management.

See the main Countryside Stewardship page at: [www.gov.uk/government/collections/countryside-stewardship-get-paid-for-environmental-land-management](http://www.gov.uk/government/collections/countryside-stewardship-get-paid-for-environmental-land-management) for Countryside Stewardship forms.

## 2. Scheme Overview

Woodland Creation grants are available under Countryside Stewardship. For guidance and information on other woodland capital grants available as part of Countryside Stewardship (Woodland Management Plans and Woodland Tree Health), please see the separate guidance at [www.gov.uk/government/collections/countryside-stewardship-woodland-support](http://www.gov.uk/government/collections/countryside-stewardship-woodland-support).

A completed Woodland Creation grant application consists of:

- the Countryside Stewardship capital application form, available on GOV.UK at [www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form](http://www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form)
- the Woodland Creation Annex (incorporating the woodland creation plan and scoring tables – see section 5.3 for information on this), found at [www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form](http://www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form)
- application map, either sourced from Natural England’s map request service or created by the applicant, and any additional supplementary maps adhering to the guidelines at section 5.4.1;
- any relevant consents, permissions, exemptions or any written advice (please see individual capital item requirements at [www.gov.uk/countryside-stewardship-grants](http://www.gov.uk/countryside-stewardship-grants)); and
- any evidence required for individual capital items (see section 5.10).

If submitting an application electronically (preferred), applicants can email the electronic documents and scan the paper documents above. These can be sent on to Natural England using the relevant email address in Annex 2.

Applicants can complete their woodland creation application form and annex at any time, but applications can only be submitted to Natural England Technical Services during the woodland creation submission window each year. In 2017, the woodland creation submission window falls between **3 January and 1 March 2017**. All applications must be submitted by 1 March 2017 to allow time for a Forestry Commission Woodland Officer to make a site visit and subsequent changes to proposals to be made (if necessary) ahead of the final deadline of 31 May 2017. Applications submitted after the end of the submission window (1 March in 2017) will not be considered. See section 5.9 for details on how to submit an application.

Please note that Forestry Commission Woodland Officers can conduct site visits from the time the woodland creation submission window opens so early submissions are encouraged.

The maximum available grant per hectare for a given woodland creation application is £6,800. Farmers or other land managers, businesses and public entities who are applying for this grant can select from a range of capital items, each of which offer different payments towards the costs involved. The £6,800 per hectare cap will be calculated as an average across the area of the application.

Applicants who accept an offer of grant will enter into a two year capital agreement with Natural England, which will include the Countryside Stewardship Terms and Conditions – see Annex 1.

## 3 How it works

The Woodland Creation Grant is a capital grant, where applicants can apply for one-off payments for the trees themselves and any associated protection items. If successful, the applicant will have 2 years to purchase and plant/install these capital items. Once the woodland is planted and the final capital claim is paid, eligible applicants can then subsequently apply for multi-year support to maintain the newly created woodland for 10 years. This grant is called 'Woodland Creation Maintenance' and falls within the Higher Tier suite of options, applied for during the Higher Tier submission window. More information on Woodland Creation Maintenance can be found in Chapter 8.

Therefore, the Woodland Creation Grant is made up of two parts:

### 3.1 Parts of the Woodland Creation Grant

#### 3.1.1 Capital items:

Applicants can select from a range of capital items as part of their woodland creation grant. These apply to one-off payments towards the cost of certain items or activities, e.g. planting trees or erecting new fencing and each offer different payment rates. The full list of capital items available for use in the woodland creation grant is below:

Code	Capital items for use in woodland creation	Payment Rate	Aim	Additional notes	Mandatory or Optional?
TE4	Tree planting	£1.28/tree	To supply, plant and weed young trees and protect with a 0.6m spiral guard	Spiral not needed in some circumstances – this needs to be agreed with the Forestry Commission Woodland Officer	Mandatory in order to apply for Woodland Creation Grant
TE5	Individual tree shelter	£1.60/unit	To protect young trees with a tree shelter	Shelter height to be agreed with Forestry Commission Woodland Officer	Optional
FG1	Fencing	£4/m	Method of stock control, to help habitat management or protect environmental features		Optional
FG2	Sheep netting	£4.90/m	Exclude sheep to protect environmental features		Optional
FG4	Rabbit fencing supplement	£2.50/m	Supplement to fencing (FG1) or sheep netting (FG2) to exclude rabbits to help protect environmental features	This supplement can only be used alongside one of the following capital items: <ul style="list-style-type: none"> <li>■ FG1 Fencing</li> <li>■ FG2 Sheep Netting</li> <li>■ FG9 Deer Fencing</li> </ul>	Optional
FG5	Fencing supplement - difficult site	£1.24/m	Supplement to fencing (FG1) to cover the extra costs of fencing on a difficult site	This supplement can only be used alongside one of the following capital items: <ul style="list-style-type: none"> <li>■ FG1 Fencing</li> <li>■ FG2 Sheep Netting</li> <li>■ FG9 Deer Fencing</li> </ul>	Optional

Code	Capital items for use in woodland creation	Payment Rate	Aim	Additional notes	Mandatory or Optional?
FG9	Deer fencing	£7.20/m	To protect newly created woodland from deer browsing		Optional
FG12	Wooden field gate or wooden wings	£390/gate	Facilitate stock management and keep livestock out of watercourses.		Optional
FG14	Badger gate	£135/gate	Provide badgers unrestricted access either side of a newly erected fence, which crosses known badger routes	This supplement can only be used alongside one of the following capital items: <ul style="list-style-type: none"> <li>■ FG1 Fencing</li> <li>■ FG2 Sheep Netting</li> <li>■ FG4 Rabbit Fencing supplement</li> <li>■ FG5 Fencing supplement difficult sites</li> <li>■ FG9 Deer Fencing</li> </ul>	Optional
FG15	Water gates	£240/gate	Use across streams in conjunction with other stock control options		Optional
RP32	Leaky Woody Dam (1-3m)	461.39/dam	To be used as part of a scheme designed to reduce flood risk and with the approval of the Environment Agency and/or Lead Local Flood Authority		Optional
RP33	Leaky Woody Dam (3-5m)	764.43/dam	To be used as part of a scheme designed to reduce flood risk and with the approval of the Environment Agency and/or Lead Local Flood Authority		Optional

See [www.gov.uk/countryside-stewardship-grants](http://www.gov.uk/countryside-stewardship-grants) for full details on each capital item

### 3.1.2 Funding for Woodland Maintenance (through Higher Tier agreements submission window):

Through the Countryside Stewardship Higher Tier Option WD1 Woodland Creation Maintenance, ([www.gov.uk/countryside-stewardship-grants/woodland-creation-maintenance-payments-wd1](http://www.gov.uk/countryside-stewardship-grants/woodland-creation-maintenance-payments-wd1)) where eligible, a multi-year annual payment of £200/ha can be made for 10 years to support the successful establishment and on-going maintenance of new woodland through activities such as replacing individual trees that die, maintaining fencing and removing competing vegetation .

The multi-year option **WD1 Woodland Creation Maintenance** payment is made annually for 10 years on submission each year of an annual claim form and the agreement ends on the 31st December at the end of the 10th year. Eligible maintenance payments can be claimed once the applicant has applied for a WD1 agreement (during the Higher Tier window). Applicants will be eligible to apply for a WD1 agreement once they have submitted the final claim for their Woodland Creation Agreement. Applicants must indicate whether they would like to apply for this WD1 Woodland Creation Maintenance option in the Woodland Creation capital grant applications form. More information on how to claim this maintenance payment is found in chapter 8.

Land that is ineligible for these payments is defined in chapter 4 of this guidance. If applicants are ineligible, or choose not to apply for the Woodland Creation Maintenance option, it is important to note that they are still subject to maintenance requirements on their newly planted woodland for 5 years.

An application for WD1 can be combined with other funding options available through the Higher Tier to enhance the environment. Please see the Countryside Stewardship Grants Tool <https://www.gov.uk/countryside-stewardship-grants> and the Higher Tier Manual for more information.

### 3.2 Restrictions on agricultural activity in woodland areas

Any land subject to a woodland creation agreement must not be used for any agricultural activity, including grazing, for a period of at least five years following the final capital payment or in receipt of maintenance payments for the period of those payments. After the 5 year obligation period (or the 10 year woodland maintenance agreement) the woodland becomes a permanent land use change.

Landowners can continue to claim their Basic Payment Scheme (BPS - <http://www.gov.uk/guidance/bps-2017>) payments both through the woodland creation capital agreement and until the end of any subsequent 10 year woodland maintenance agreement.

### 3.3 Woodland creation payments

The payment agreement holders receive will depend on the capital items or option selected. The funding is a contribution towards the costs of carrying out the work.

For woodland creation, there is a cap of £6,800 per hectare for capital items covering both planting and protection. This cap is taken as an average across the entire agreement area, meaning some areas can exceed £6,800/ha if the average across all areas in the agreement is less than £6,800/ha. The woodland creation annex (Annex 2 of the capital application form) includes a calculation so that applicants can check they are not exceeding this cap.

The Woodland Creation Maintenance option (referred to at 3.1.2 above) can be paid on eligible land and does not contribute to the calculation of this cap on capital grant support.

### 3.4 Planting area thresholds and open space

In order to be eligible for woodland creation grant, the following thresholds must be met:

General:

- minimum area per application 3ha
- minimum block size 0.5ha
- minimum width of 20m

Planting as part of a suite of measures for water quality or flood prevention (these lower thresholds are only applicable in exceptional and fully justified cases):

- **minimum area per application 1ha**
- **minimum block size 0.1ha.**
- **minimum width of 10m**

Integral woodland open space shall be limited to 20% of the total forest area and individual areas of open space shall not exceed 0.5ha or 20m in width. Any larger open areas shall not be considered as 'woodland' and will not be considered as part of the application. Open space shall include forest tracks, rides, wayleaves and other permanent open areas.

### 3.5 Woodland creation objectives and woodland design

In order to receive support, new woodland creation must contribute to either biodiversity objectives and/or water objectives. Applicants will be asked to describe the objective(s) for woodland creation (e.g. planting for water/planting for biodiversity/planting for both objectives) in the woodland creation plan section of the woodland creation annex.

### 3.6 Guidelines on planting for biodiversity objectives

The majority of new woodland should be made up of native species but can include a proportion of non-native or advancing/honorary species as follows:

- up to 20% of the species mix can be non-native.
- up to 20% of the native species can be 'advancing' or 'honorary' natives. For more information on these terms, see 'Managing Ancient and Native Woodland in Britain' - [www.forestry.gov.uk/PDF/FCPG201.pdf/\\$FILE/FCPG201.pdf](http://www.forestry.gov.uk/PDF/FCPG201.pdf/$FILE/FCPG201.pdf)

Protecting, connecting and expanding existing native woodland by planting in close proximity will receive points through the scoring process (see section 5.3.2). The Forestry Commission will review the location of woodland creation proposals and their proximity to other native or ancient woodlands to validate the score.

#### Species choice and Planting design

Tree species selection for new woodland creation should aim to mimic the natural woodland community. To achieve this it is essential that there is an appropriate balance between the local environment and tree species selected. It is recommended that applicants use the [Ecological Site Classification \(ESC\)](http://www.forestry.gov.uk/esc) ([www.forestry.gov.uk/esc](http://www.forestry.gov.uk/esc)) electronic decision support tool. This tool enables applicants to get an indication of the appropriate National Vegetation Classification (NVC) for the site and associated woodland tree species.

The species selected for creating new woodland based on the guidance for woodland NVC types through ESC must take into account the impact of pest and diseases and any plant health controls and guidance that are in force, listed at [www.forestry.gov.uk/pestsanddiseases](http://www.forestry.gov.uk/pestsanddiseases).

It is recommended that innovative tree planting patterns are used to create a combination of clumps and open space to introduce variation by changing the following characteristics:

- mixture of species within clumps; distribution and size of clumps;
- spacing between trees within clumps;
- spacing between trees and shrubs in adjacent clumps;
- distance between clumps;
- size and distribution of open areas.

The design of new native woodland should consider how the design will be laid out on the ground and what the practical implications are for after-care of planted trees during the establishment and maintenance phases.

### 3.7 Guidelines on planting for water objectives

New woodland that is appropriately located and designed (see [www.forestry.gov.uk/forestry/beeht7ld9](http://www.forestry.gov.uk/forestry/beeht7ld9)) can help reduce flood risk and/or diffuse water pollution. The propensity for trees to deliver water benefits depends on the location for woodland creation, which can be categorised as follows:

**Wider catchment woodland** - planting here can help reduce fertiliser and pesticide usage; protect sensitive soils from disturbance and erosion; increase infiltration and reduce water runoff; and intercept sediment and chemical pollutants in run-off, reducing the delivery of pollutants to watercourses.

**Riparian woodland** - planting along watercourses can create a buffer between rivers and the adjacent land, intercepting and removing nutrient pollutants and sediment in run-off; providing a barrier to pesticide spray drift; protecting river banks from disturbance and erosion; slowing flood flows; and providing shade to reduce thermal stress to fish and other aquatic life.

**Floodplain woodland** - planting here can act as a partial barrier to a river when in flood. This helps to slow flood flows and encourages the deposition of sediment and the retention of pollutants on the floodplain

In some circumstances, woodland creation can have a negative impact on water resources and/or water quality. In some parts of England, the high water use of conifers and short rotation energy crops can threaten local water supplies and river flows, while the ability of woodland canopies to 'scavenge' acid pollutants from the atmosphere can exacerbate surface water acidification. In others reduced river flows can be detrimental to water-dependent protected sites. Where the scale and type of woodland planting suggests these might be an issue, the Forestry Commission will seek advice from the Environment Agency and/or Natural England and will inform the applicant.

## 3.8 When to apply for woodland creation

Applicants must **submit** woodland creation applications to Natural England Technical Services during the woodland creation submission window each year. In 2017, the submission window is between 3 January and 1 March 2017. Applications must be submitted by 1 March 2017 to allow time for a site visit to take place by a Forestry Commission Woodland Officer and subsequent changes to proposals to be made (if necessary) ahead of the final deadline of 31 May 2017. Applications received after 1 March 2017 will not be considered. See section 5.9.3 for details on how to submit an application.

Woodland creation agreements will be offered to successful applicants from July 2017 onwards.

## 3.9 Agreement length

**A woodland creation capital grant agreement will run for a maximum of 2 years from the start of the agreement, during which all capital items must be completed. In addition, any capital items funded through this scheme must be maintained in the same condition and specification set out in the Woodland Creation Grant agreement for 5 years from the date of final claim. Section 4.2 sets out how this 'durability requirement' applies to landlords and tenants. The exception to this durability rule is the capital item Leaky Woody Dams (RP32 & RP33).**

Any subsequent associated WD1 Woodland Creation Maintenance agreement will run for 10 years ending on 31 December of the 10th year.

## 3.10 How applications are selected

The scheme is competitive and applications will be scored and taken forward subject to the available budget. Applicants must score their own applications and submit a score form as part of their application by 1 March 2017. Final scoring and ranking will take place in June 2017 based on the final application.

The highest Woodland Creation Grant scores will be achieved by applicants whose proposals cover a large geographical area (the score is multiplied by the hectares of woodland proposed), and those that have the greatest positive impact on:

- biodiversity;
- water (quality and flooding); and
- climate change.

In addition, applicants working in partnerships at a landscape scale (involving multiple ownerships) in specific target areas, and those with a large application area will receive additional points to contribute to their total score.

### 3.11 What the grant cannot pay for

The grant cannot be used to pay for the cost of:

- any capital works initiated before the agreement starts;
- planning application fees or other transactional fees;
- agent fees or other advisory fees;
- meeting legal requirements, including planning conditions.

### 3.12 How the scheme is funded

The scheme is funded by the European Agricultural Fund for Rural Development (EAFRD) under the Rural Development Programme for England (RDPE).

## 4 Who can apply

The Countryside Stewardship Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this Manual. These mandatory elements are set out in this chapter and chapters 6 and 7.

### 4.1 Eligible land

#### 4.1.1 What land can be entered into the scheme

The Woodland Creation Grant is open to all of the following land managers: owner occupiers; tenants; landlords and licensors, as long as they have control of all the land and all the activities needed to meet the obligations of the grant for the full duration of the agreement.

#### 4.1.2 Ineligible land

The following land is ineligible for the Woodland Creation Grant and must be excluded from an application:

- Land uses that are ineligible under Countryside Stewardship are listed below:
- land that is already subject to another Rural Development scheme;
- land that is already subject to another obligation which is incompatible with Countryside Stewardship;
- any land parcels which are not entirely within England. Parcels that are either partly or entirely within Scotland or Wales are not eligible for Countryside Stewardship; and
- land where the applicant does not have management control for the length of the agreement and is unable to have an application countersigned by the landowner.

### 4.2 Management Control

Grants under this scheme are open to the following persons or bodies:

#### 4.2.1 Partnerships

Business partnerships can apply for Countryside Stewardship. All partners in the farm business, or their agents, must sign the application form. One person can be authorised to act as their representative, and this can be recorded when completing and submitting the scheme application forms.

Business partnerships can apply for Countryside Stewardship. All partners in the farm business, or their agents, must sign the application form. One person can be authorised to act as their representative, and this can be recorded when completing and submitting the scheme application forms.

## 4.2.2 Tenants

If an applicant is a tenant under the Agricultural Holdings Act 1986, Agricultural Tenancies Act 1995 (a Farm Business Tenancy) or equivalent, it is their responsibility to check that by joining Countryside Stewardship they do not breach the terms of their tenancy.

Tenants applying for an agreement in their own name must have:

- control of all the activities needed to meet the scheme requirements for the capital obligations of the Woodland Creation Grant;
- management control of all the agreement land for the duration of any commitments (which may extend beyond the agreement period); and
- security of tenure for the full duration of the agreement.

## 4.2.3 Landlords

If the tenant does not have management control over the Agreement Land (as defined in the Countryside Stewardship terms and conditions) for the full five years from the date of the final capital payment, landlords must ensure that both they and their tenant(s) sign the declarations on the application form. The detailed eligibility rules for landlords are below:

Landlords can apply for Countryside Stewardship but they must ensure that both they and their tenant(s) sign the declarations on the application form.

Provided landlords can demonstrate they have sufficient management control over the land, they can apply for an agreement on land that has been let to a tenant (but see section 4.2.6 about 'dual use').

As the Agreement Holder, landlords must give their tenant a copy of the Countryside Stewardship agreement and evidence may be requested to confirm this. It is the landlord's responsibility to make sure that any tenant does not breach the terms of the agreement.

If a landlord undertakes to take over a Countryside Stewardship agreement from a tenant once the tenancy has ended, the landlord must be eligible to do so; for example, they must not be an ineligible public body. Even in these cases the durability and maintenance requirement must still be met.

## 4.2.4 Land owned by public bodies

If the land is owned or run by a public body, any tenant wishing to apply for a Countryside Stewardship agreement will need to check with their landlord if the land is eligible for Countryside Stewardship. A Countryside Stewardship grant cannot pay for any environmental management that is already required by:

- payment from Exchequer funds;
- grant aid from any other public body; or
- any other form of legally binding obligation.

This means Crown bodies and non-departmental public bodies (NDPBs) are not eligible for the scheme, and nor are Trading Funds that do not receive funding direct from the Exchequer. Crown bodies include all government departments and their executive agencies. These include the:

- Ministry of Defence;
- The Crown Estate
- Forestry Commission; and
- the Royal Parks.

NDPBs are public bodies that have a role in the processes of national government but are not a government department, nor part of one. These include:

- the Environment Agency;
- Natural England;
- Historic England (formerly English Heritage); and
- the National Forest Company.

Parish councils and former college farms are not considered to be public bodies and so are eligible to apply for Countryside Stewardship.

The following table provides more detailed eligibility criteria for public bodies and their tenants:

Landowner	Eligibility	Comments
Government departments, executive agencies and NDPBs (e.g. Ministry of Defence, Forestry Commission)	Ineligible	Forest tenanted by a private body or local authority may be eligible for support.
Other public bodies (e.g. local authorities, National Park authorities and public corporations)	Eligible	Provided the work does not form part of their obligations as a public body
Parish Councils and former college farms	Eligible	
Tenants of eligible and ineligible public bodies	Eligible	Ineligible where the work is already a requirement of the tenancy agreement. Tenants must have security of tenure for the full term of the agreement, as the public body cannot countersign the agreement.

Subject to the rules above, local authorities can apply for support for the capital elements of woodland creation (e.g. tree planting and associated guards and protection) but cannot apply for the multi-year maintenance payment option (WD1) associated with woodland creation.

Similarly, tenants of publicly owned land can apply for all capital items but not multi-year woodland creation maintenance payments. In all cases, the landlord's consent is required and the work proposed must not already be covered by the tenancy agreement.

#### **4.2.5 Businesses receiving other funding or managing the land under other agreements**

Grants cannot be combined with other sources of public funding for the same capital works in the same location. Grants cannot be used for capital works which an Applicant is required to carry out under other agreements, such as work which is already a requirement of the tenancy agreement or grant schemes such as:

- Environmental Stewardship;
- Countryside Stewardship;
- Farming and Forestry Improvement Scheme;
- Woodland Grant schemes;
- Flood Recovery Fund;
- Heritage Lottery Fund
- Inheritance Tax Exemption.

Applicants must ensure that any work proposed for this grant doesn't breach the conditions of any other agreement. Natural England may carry out checks to make sure that capital works are not funded twice from public funds.

Any applicants for woodland creation grant who have existing Environmental Stewardship (ES) agreements on any land parcels included in their application will be required to amend their ES agreement to remove the areas of land upon which woodland creation (and any associated capital items) would be present.

Areas currently in ES must either be removed or the current ES scheme allowed to expire before a CS Woodland Creation agreement can be issued on the land. The process for amendment will require a LTA1 form to be requested from, completed and processed by Natural England (see contacts in Annex 1 to request a LTA1 form). If any of the affected field parcels need to be split, a RLE1 form ([www.gov.uk/government/publications/tell-the-rural-payments-agency-about-land-changes-and-entitlement-transfers](http://www.gov.uk/government/publications/tell-the-rural-payments-agency-about-land-changes-and-entitlement-transfers)) will also need to be completed and processed by the RPA.

#### **4.2.6 Applying for Countryside Stewardship where someone else is claiming Basic Payment Scheme on the same land ('dual use')**

In certain limited situations land may be included in a Countryside Stewardship agreement by one person and that same land used to claim BPS by someone else at the same time. This is known as 'dual use'.

Land to be included in a Countryside Stewardship Mid Tier or Higher Tier agreement may at the same time be used by a different person to claim BPS. This is known as 'dual use'. However, there are specific rules which have to be followed as below.

The CS applicant has to be able to meet the CS eligibility rules, including having management control of the land, whilst at the same time the BPS claimant must be able to demonstrate having the same land 'at their disposal' under the BPS rules (and meet BPS eligibility rules). For example, a landlord may be able to have management control of the land for CS purposes whilst the tenant has the same land at his disposal to claim BPS.

The fact that a person may have an agreement with another party who will use the land to apply for payment does not mean that person has the land at their disposal. It is the rights and responsibilities held in relation to the land, and how they operate in practice, which determine this.

Applicants applying for a CS agreement on the same land that another farmer or land manager is using to claim BPS must have a written record which shows the respective rights and responsibilities of each party. This written record should set out how the applicant has management control for CS and how the other party meets the BPS rules, including having the land 'at their disposal'. This must include evidence that the applicant has given a copy of the CS terms and conditions to the other party and that they have been required to meet them (unless the applicant can show that they are carrying out the required activities themselves). This written record could be a tenancy agreement, a letter or both, containing the required information, which must be signed and dated by both parties in advance of the BPS application deadline (usually 15 May). Natural England or an RPA inspector may ask to see a copy of this. Applicants may want to get independent professional advice relating to their circumstances, especially if they previously had a verbal agreement (rather than a written agreement) with the other party.

### 4.3 Business Viability Test

For certain kinds of applications, particularly for significant capital expenditure, Natural England may make additional checks on the financial health and viability of an applicant.

To ensure that applicants are able to fulfil their agreement commitments, Natural England may check that applicants are not in financial difficulty. It is also important that we can demonstrate that public investments are financially viable, and for significant capital expenditure we need to ensure that grant funding is given to businesses able to undertake the commitment.

**For all applications, a check against an insolvency register will take place. Applications which are assessed as not financially viable may not be offered an agreement.**

For applications including capital expenditure of over £50,000, we need to check that the applicant is financially viable:

- for all applications including more than £50,000 of capital items, the applicant must submit a statement from a chartered accountant confirming that the business or SBI has the resources from trading profits, reserves or loans to undertake the works according to the proposed agreement schedule; and
- for all applications including more than £500,000 of capital items, in addition to the above requirement, Natural England will review 3 years of accounts to confirm that the applicant has the administrative, financial and operational capacity to fulfil the agreement requirements.

# 5 How to apply

## 5.1 Register on Rural Payments

All applicants must register themselves on **Rural Payments** ([www.gov.uk/rural-payments](http://www.gov.uk/rural-payments)) before applying for Countryside Stewardship. They will receive a customer registration number (CRN) once registered.

Applicants who are new to schemes being paid through RPA will also be given a 'single business identifier' (SBI).

All land to be applied for under Countryside Stewardship must be registered on the Rural Land Register, and have been assigned a parcel reference number (in the format AA12345678). Applicants will be asked to provide their parcel reference numbers during the application.

## 5.2 Check the proposed work will not damage important features

Make sure the capital works in the application will not damage historic or archaeological features on or adjacent to where the work is undertaken. This may include speaking to neighbours and interested parties and explaining the work.

If applicants are in a National Park they may be able to receive free advice from their local National Park Authority.

## 5.3 Choose capital items, land area and planting specifications

The capital items available in woodland creation 2017 are listed in chapter 1. To be eligible for support, applicants must apply for the capital item TE4 ([www.gov.uk/countryside-stewardship-grants/supply-and-plant-tree-te4](http://www.gov.uk/countryside-stewardship-grants/supply-and-plant-tree-te4)), which can be applied for in conjunction with the additional protection items listed (TE5, FG1, FG2, etc). Annex 2 of the application form ('Woodland creation annex') can be used to record the details of the capital items applicants wish to include in each field parcel (e.g. number of trees, shelters or length of fencing).

Applicants should note that there is a cap of £6,800/ha allowable spend. If the spreadsheet template of the woodland creation annex is used, this will be calculated automatically. If this cap is exceeded, the payment will be reduced to the cap.

### 5.3.1 Woodland Creation Plan

The woodland creation plan forms part of Annex 2 and must be completed by the applicant. This provides an opportunity for the applicant to record the objectives for the proposed agreement and key details such as species proposed and their percentages, percentage open space and planting density. The planting density (measured in 'stems per hectare') varies depending on the species choice and objectives of the proposed agreement. A Forestry Commission Woodland Officer will check these details when they review the application. The woodland creation plan must also provide the rationale for the supporting capital items, e.g. protection requirements.

To receive support under the Woodland Creation Grant, the planting density must reach the minimum of 400 trees per hectare. Please note that this is a minimum amount and the appropriate planting density will be proposed by the applicant and validated by the Forestry Commission Woodland Officer.

### 5.3.2 Score form

The applicant is responsible for completing the score form in Annex 2 (“Woodland Creation Annex”).

The scoring process reflects the objectives of Countryside Stewardship with points available for biodiversity (priority habitats and priority species), water (quality and flood risk) and ‘cross-cutting’ (including climate change mitigation, adaptation and partnership working) objectives. The size of the application also affects the points score (a larger area of planting gets a higher score).

Each application will need to reach a minimum threshold score of **12 points** to be eligible and **must achieve points against biodiversity and/or water**. Cross cutting objectives (e.g. climate change) can also achieve points, but each application must score against biodiversity and/or water as a minimum.

The scoring is area-based and applicants will need to identify the total area within the priority areas for biodiversity or water. This can be checked by visiting the Land Information Search (LIS) website ([www.forestry.gov.uk/england-lis](http://www.forestry.gov.uk/england-lis)). Scoring also takes into account the design of the woodland. Information on how to design woodland that is priority habitat reduces flood risk or improves water quality can be found on the Forestry Commission website ([www.forestry.gov.uk/forestry/BEEH-9szh46](http://www.forestry.gov.uk/forestry/BEEH-9szh46)).

## 5.4 Prepare a map for your application

A map showing all areas of proposed woodland creation and associated capital items must be provided with a Woodland Creation Grant application. If the application is successful and the applicant is offered an agreement, the map supplied with the application will become the “Agreement Map” and it therefore needs to be clear, legible and meet the standards set out below (see 5.4.1).

### How to create a map

The map associated with a woodland creation application can either be created by the applicant (as long as it meets the standards in 5.4.1), or be requested through the Natural England map request service. Natural England will supply a blank base map upon which the applicant will need to outline associated capital items. The agreement map simply needs to show the Field Parcels upon which the Woodland Creation application is to be placed, and the location of the capital items applied for (e.g. TE4, TE5, FG1).

Supporting maps for the woodland creation plan can contain more detailed information about the woodland creation – e.g. stocking density, species, rides, etc (see section 5.4.1 for more information). These should be based on OS based maps and/or Geographical Information System (GIS)-generated digital maps. Maps must be based on a scale of 1:2500 or 1:5000 or for large schemes 1:10000.

Please note that there is a 5-day turnaround for the Natural England map request service, so applicants must take this extra time into account to ensure an application is submitted by the deadline of 1 March 2017. It is suggested that applicants request a map as early as possible in the process of creating an application. This

request service can be initiated by calling the local Natural England Technical Services office as listed in Annex 2. Applicants will need to supply all relevant field parcel numbers of their land parcels to use this service.

If applicants choose to use the Natural England map request service, they will be given the opportunity to highlight any existing Environmental Stewardship (ES) agreements on the land parcels proposed and to discuss some of the potential issues prior to the full Woodland Creation Grant being developed. Natural England will discuss these initial eligibility issues with applicants at this time. Please be aware that there will be more detailed eligibility checks undertaken throughout the application process (for more information, see chapter 4).

When contacting Natural England Technical Services to request the map, applicants must have the following information to hand:

- applicant's SBI
- applicant's personal details
- County Parish Holding (CPH)
- field parcel numbers of the land parcels to be included in the application
- whether or not a live ES agreement is present on any field parcels in the application.

Natural England will supply base maps to applicants either by post or electronically (via email).

Please note that applicants will be responsible for providing updated maps following any agreed changes to the proposed agreement or capital items.

#### **5.4.1 Minimum mapping standards**

When creating their own agreement map, or when marking capital items on the base map supplied from Natural England, applicants must ensure the following rules are complied with:

- the map must show the whole land parcel on which the woodland creation capital items to be included are located.
- the location of the proposed capital works must be shown (the capital items must be marked with a coloured pen and the capital item code(s) should be listed next to them). This includes proposed planting areas;
- any proposed areas of open space within the proposed planting areas must be shown;
- fence lines – stating which type of fence (code) is being applied for;
- map number (1, 2, 3, etc). Include this map number and also the total number of maps e.g. 1 of 3
- Single Business Identifier (SBI) – consisting of 9 digits; application year; and agreement title (as

detailed on the application form), to be written on the top right.

- name of business or applicant – this should be the name (beneficiary) that is registered with the Rural Payments Agency (RPA) for the SBI, to be written on the right hand side
- if there are no numbered OS grid lines a 6 figure OS grid reference for the centre of the map, to be written on the bottom left.
- if a mistake is made do not use correction fluid, strike through the mistake instead.

Further maps can be provided to help support the Woodland Creation Plan. These maps should be based on an appropriate OS map (the Natural England map request service can be used, if needed) and include the following items:

- planting design - showing species
- water courses and open water
- access tracks to be created and maintained
- open ground map - showing and identifying features that justify/support internal open space e.g. Public Right of Way, rides/tracks, wayleaves et

## 5.5 Authorising an agent

Applicants can complete the application and claim forms themselves, or they can authorise an agent to do so for them. Please use the Agent Authorisation Form if an agent is to be used. A new agent authorisation form must be used for each application. Applicants who have previously applied for Countryside Stewardship and completed an agent authorisation form must submit one again for this application.

The agent authorisation form can be found at [www.gov.uk/government/publications/countryside-stewardship-authorise-an-agent](http://www.gov.uk/government/publications/countryside-stewardship-authorise-an-agent).

## 5.6 Getting consent

It is the applicant's responsibility to check the requirements for each capital item applied for, and obtain all consents required. Requirements can be found in the individual item and option guides at [www.gov.uk/countryside-stewardship-grants](http://www.gov.uk/countryside-stewardship-grants). Applicants should ensure they have all relevant consents, permissions, exemptions and any written advice. Woodland Creation agreements will not be offered if these are not provided where required. Please see chapter 7 for agreement conditions.

Applicants can get informal advice on whether a proposal needs planning consent from the local planning authority. There is also guidance on planning available at [planningguidance.communities.gov.uk](http://planningguidance.communities.gov.uk).

### 5.6.1 Consents

Consents are likely to be needed if work takes place in the circumstances given below.

#### **Site of Special Scientific Interest (including National Nature Reserves)**

For woodland creation grants, one-to-one technical advice is not available from Natural England except in relation to any SSSI land contained within the application. This land will require consent and applicants should contact Natural England as early as possible in the application process.

#### **Scheduled Monuments**

For Scheduled Monuments, the local Historic England officer will provide advice on any management or changes needed to maintain or bring the monument into favourable condition. The woodland creation plan will incorporate these recommendations. Scheduled Monument Consent from the Government (advised by Historic England) may also be needed for some of the chosen work (such as fencing and gateways). In these situations the applicant must consult with Historic England to determine whether consent is needed, or how to go about works by avoiding or reducing negative impacts on the Scheduled Monument.

Historic England can also advise whether the proposed works are likely to be acceptable in relation to:

- Registered Parks and Gardens; or
- Registered Battlefields.

### 5.7 Other consents

Applicants may need to apply for other consents even if they don't need planning consent.

Consents are likely to be needed if the work affects:

- protected species (as defined by the Wildlife & Countryside Act 1981);
- a water course or highway.

### 5.8 Other considerations

When undertaking work under the Agreement, applicants are reminded that they must not breach any other rules or laws, such as:

- break byelaws;
- obstruct public rights of way;
- block or restrict access to 'open access' land;

- affect oil or gas pipelines.

## 5.9 Complete and submit the application

### 5.9.1 Complete the application

A complete woodland creation grant application consists of the documents outlined in chapter 1.

### 5.9.2 Before submitting an application:

- read the declaration, undertakings and warning carefully;
- read the Countryside Stewardship terms and conditions carefully;
- complete an agent authorisation form, if required;
- applications submitted by 1 March do not have to be signed. Once applicants have discussed and validated their application with their Forestry Commission Woodland Officer (by the 31 May), they will have to sign the updated application form ensuring counter signatory's declarations, undertakings and signature(s) are provided, where required.

### 5.9.3 Submit the application:

Submit the completed application electronically or by post to Natural England. To do this, scan any maps and attach all application documents to an email and send to the relevant Natural England Technical Services team, found in Annex 2. This should be the county of the proposed woodland, not the applicant's home address. Put 'CS Woodland Creation application – SBI' as the email subject, e.g. 'CS Woodland Creation application – SX12345678'.

Electronic submissions are the preferred method to apply for a woodland creation grant. If applications are unable to be sent electronically, applications will be accepted via post at the relevant Natural England address in Annex 2.

**Please note, if an applicant chooses to apply by post, it is strongly recommended that they also email their Woodland Creation Annex to the relevant email address in Annex 2 so that Natural England have a self-calculating version of this document.**

All electronic or postal applications must be received by Natural England on or before 1 March 2017. It is recommended that applicants obtain proof of postage for any postal applications and any other documents sent to Natural England. Applicants are advised to retain a copy of their completed application form, documents and map.

If you have read this guidance and are still not sure how to complete the application form please contact Natural England using the contact details at Annex 2.

## 5.10 Evidence required with the application

Evidence required for each capital item is shown in the option and items guides at [www.gov.uk/countryside-stewardship-grants](http://www.gov.uk/countryside-stewardship-grants). Please ensure that if an application includes any of the capital items that require evidence prior to the application or with the application that this is included with a submission to Natural England by 1 March 2017.

# 6 Scheme requirements and procedures

The Countryside Stewardship Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this Manual. These mandatory elements are set out in this chapter and chapters 4 and 7

## 6.1 Entering into an Agreement

Once an application has been received by Natural England it will be checked to confirm that:

- the eligibility requirements in chapter 4 have been met and any necessary consents as referred to in chapter 5 have been supplied;
- all the necessary details have been entered on the application form; and
- the agreement map has been completed to the correct standard outlined in section 5.4.1.

If an application fails any of the above checks Natural England will contact the applicant to explain what is wrong and how the failed check(s) can be corrected (if applicable).

At this point, the following stages will be followed:

- 1 The application will be sent to a Forestry Commission Woodland Officer, who will arrange a site visit and (in discussion with the applicant) make any changes. Any changes (discussed with the Woodland Officer) must be completed by 31 May 2017. At this point the application will be marked as 'final' and no more changes can be made by the applicant (unless these are due to the subsequent consultation process – see section 6.2).
- 2 The application will go through a consultation process that will be started after a site visit is completed by the Forestry Commission Woodland Officer. Depending on the application, this can take some time and subsequent changes may need to be made to the application after the consultation period. This includes placing the application on the Forestry Commission's public register ([www.forestry.gov.uk/forestry/inf-d-6u8jku](http://www.forestry.gov.uk/forestry/inf-d-6u8jku)) for 28 days and also providing an environmental impact assessment (EIA) opinion ([www.forestry.gov.uk/england-eia](http://www.forestry.gov.uk/england-eia)). The consultation process does not have to be completed by 31 May 2017 and any changes to the application that need to be made subject to consultation responses are allowed to be made after the closing date by the Forestry Commission Woodland Officer. For more information on this, please see section 6.2.
- 3 All applications will be checked, scored and then ranked after final submission. The highest scoring applications (above the threshold score) will be offered a grant, subject to budget availability.
- 4 Successful applicants will be made a grant offer from July 2017 onwards. Unsuccessful applicants will also be notified. Successful applicants will be sent 2 copies of an agreement offer letter. Both copies must be signed if an Applicant wishes to accept the offer, one of which is to be returned to Natural England within 20 days of receipt and the other kept for the Applicant's records. If the signed offer letter is not received by Natural England within 20 days then the offer will be withdrawn.

- 5 An Applicant who has entered into a Woodland Creation Agreement by accepting the offer (an “Agreement Holder”) cannot modify, extend or amend the Woodland Creation Agreement. The offer must be either accepted or declined by the Applicant. If other parties e.g. a landlord or landowner countersigned the application, they must also countersign the agreement letter.

Unsuccessful applications can be resubmitted the following year.

## 6.2 Consultation process for new planting applications

An agreement for new planting cannot be issued until the application has been on the public register for 28 days.

- The Forestry Commission’s public register will show:
- the location of the land applied for;
- the work that is going to be carried out; and
- the value of the grant applied for

Members of the public can comment and raise objections to applications on this register and the Forestry Commission will consider all comments.

The Forestry Commission will also consult with local authorities and other relevant statutory organisations.

The Forestry Commission may ask applicants to change their proposals in response to comments.

This consultation process, including placing the application on the public register, consulting with the local authority and preparing an Environmental Impact Assessment (if required), must be completed before agreement offers can be issued.

For more information, please see [www.forestry.gov.uk/publicregisters](http://www.forestry.gov.uk/publicregisters).

### 6.2.1 Environmental impact assessments

Woodland creation applications will be reviewed by the Forestry Commission to determine if they are likely to have a significant environmental impact.

In most cases, proposals are not regarded as significant and a full Environmental Statement is not required. If a full EIA is required, applicants will need to undertake this and submit an Environmental Statement to the Forestry Commission. The Forestry Commission’s consent must be obtained before an agreement offer can be issued.

For more information, please see [www.forestry.gov.uk/england-eia](http://www.forestry.gov.uk/england-eia).

## 6.2.2 Dealing with an objection

If objections against a proposal are raised through the consultation process and cannot be resolved locally then the Forestry Commission can refer them to the relevant Forestry and Woodland Advisory Committee (FWAC).

In the event that the FWAC cannot resolve an objection, the Forestry Commission Area Director will pass the case on to the Forestry Commissioners. If they agree with the objection, they will decide immediately. If they disagree with the objection, they will seek the view of Defra Ministers before proceeding.

## 6.3 Why applications are rejected

A woodland creation application may be rejected at any stage, if:

- it doesn't meet eligibility criteria;
- it doesn't score highly enough;
- it doesn't meet the UK Forestry Standard ([www.forestry.gov.uk/ukfs](http://www.forestry.gov.uk/ukfs)) or associated guidelines; or
- it is likely to cause harm to the environment

## 6.4 Record keeping

All records relating to the Agreement must be retained for 7 years from the end of the Agreement. Agreement Holders should retain any invoices, delivery notes, bank statements or consents etc. which should be available on inspection.

## 6.5 Evidence: Record keeping and inspection requirements

Inspection and audit requirements applied to the Basic Payment Scheme have been extended by EU law to cover the Rural Development Programme, including Countryside Stewardship and earlier agri-environment schemes. This has resulted in changes to record keeping and inspection requirements.

All Agreement Holders are required to provide evidence that they have undertaken all the requirements of their agreement when submitting claims or at inspections. Detailed information about how to provide this evidence is set out below.

The Rural Development Programme places a requirement on Agreement Holders to demonstrate that:

- they are eligible for the scheme;
- the activities funded under their agreements are appropriate; and
- the funded activity is taking or has taken place.

This is necessary to meet EU requirements for evidence that public money is being spent effectively and is delivering the intended results.

Record keeping is a key component of an effective farm, or woodland, management system. Some existing farm records can be used to meet scheme requirements, but the scheme may also require additional records to be kept which relate specifically to the management being funded.

### **6.5.1 When is evidence required?**

Record keeping and other forms of evidence will be required:

#### **When applying for the scheme**

Evidence must be provided to demonstrate eligibility of the applicant, business, land, multi-year options or capital items. This must be submitted with the application form or by 1 March deadline. Exceptionally, an extension may be granted to submit supporting evidence where, for justified reasons, this is not available to the applicant by 31 May. However, no offer can be made until after the supporting evidence has been submitted and assessed. No adjustments can be made to the application once an offer has been made. It is advisable for applicants to submit their application and supporting evidence well in advance of the application deadline.

#### **During the agreement period**

Evidence is needed to demonstrate that required actions have been undertaken. This may be required:

- to support a claim, in particular capital item claims. More information is set out in the sections below, and where relevant, further information will be supplied with the claim form covering letter; or
- during or after an administrative check, an inspection, or other checks as described in chapter 6.

#### **Beyond the agreement period**

Some records and other forms of evidence must be retained for 7 years from the date the agreement expires or is terminated, as set out in the Countryside Stewardship Terms and Conditions.

### **6.5.2 General evidence requirements for applicants and Agreement Holders**

#### **Consents and permissions**

It is the applicant's responsibility to obtain all consents or permissions that may be required in order to undertake the particular management option or capital item: [www.gov.uk/countryside-stewardship-grants](http://www.gov.uk/countryside-stewardship-grants). The applicant is also responsible for obtaining any other permissions required due to the applicant's specific circumstances or location, e.g. planning permissions.

Where a consent or permission is required or the applicant has been notified by Natural England of the need for a consent or permission, copies of all consents, permissions and other evidence must be received by Natural England before an agreement offer can be made. The original documents must be retained by the Agreement Holder and made available by them on request or during inspections.

## 6.6 Photographic evidence

Capital items require dated photographic evidence to support an application and any claims. The following general principles will apply:

### Application stage

Take a dated photograph of the boundary feature where works will take place. This should establish the 'baseline condition' before work is started.

### Claim stage

For a partial or full claim, the Agreement Holder should take a dated photograph after the works have been completed and send it with the payment claim. This should show the 'works completed condition'. The 'baseline' and 'works completed' photographs should be taken from the same position.

## 6.7 Photographic evidence quality

All photographs must meet the following standards: general requirements apply equally to digital photographs or those supplied as paper photographs:

- quality of the photograph – photographs must be in focus and clearly show the relevant option, capital item or environmental feature. Images submitted by email should be supplied as JPEG files. Digital images should not be smaller than 600 x 400 pixels and ideally the image file size no larger than 400 KB. Printed photographs may be submitted to the Natural England office processing the application or agreement. Printed photographs must be no smaller than 15 cm x 10 cm. Photographs may be supplied in either portrait or landscape orientation as best suits the subject;
- photograph to identify the environmental feature, land management option or capital item(s) concerned – it is the responsibility of the claimant to provide sufficient evidence that the investment or required management has taken place, for example:
- more than one photograph may be required where the option, feature or capital item exceeds the frame or is not clearly evident from a single photograph;
- it is good practice for the image, where possible, to include a significant feature to provide authenticity; ditch, fence, farm building, road, telegraph poles;
- it is good practice, where possible, to mark the photographed feature location, and direction from which the photograph has been taken, with an 'X' and an arrow on a copy of a map (or map extract) of the agreement area; and
- it is good practice, where scale or continuity is key, to include a feature, or introduce one. For example a quad bike, vehicle or use a sighting pole (2m high with 50cm intervals marked in red and white) and to take pictures consistently from the same spot for before and after photographs of the capital item or option.

## 6.8 Clearly labelled photographs

Use the Ordnance Survey (OS) map sheet reference and National Grid reference for the field parcel, followed by the relevant proposed or implemented option or capital item code and, if more than one image is required, the image number.

The OS map sheet reference and National Grid reference should relate to the field parcel on which the feature, option or capital is sited or for boundary features the adjacent field parcel. For example, with 'before and after' photographs submitted to support capital item Gateway relocation (RP2) the image should be labelled as XX12345678\_RP2\_1 and XX12345678\_RP2\_2. If there is no relevant land parcel reference the label can include a clear identifiable description such as Farmyard\_RP22\_1.

Digital images should be saved under the label outlined above. Printed photographs should have the label clearly written on the reverse.

## 6.9 Publicity: requirements

At the time of publication the EU rules on publicity for EU funded projects are being revised. When these are agreed, further information will be provided on GOV.UK.

## 6.10 Force majeure

If the Agreement Holder is prevented from complying with their obligations under the agreement due to force majeure or exceptional circumstances, Natural England must be notified in writing, within 15 working days from the date on which the Agreement Holder (or any person authorised to act on the Agreement Holder's behalf) is in a position to do so. They will need to provide evidence in writing to show:

- what has happened; and
- how the event meant they were unable to meet the scheme rules.

Force majeure or exceptional circumstances may include, but is not limited to:

- the death or long-term professional incapacity of the Agreement Holder;
- a severe natural disaster gravely affecting the Holding;
- the accidental destruction of livestock buildings on the Holding;
- an epizootic or a plant disease affecting part or all of the Agreement Holder's crops, trees or livestock; or
- expropriation of all or a large part of the Holding (provided that the expropriation could not have been anticipated at the time the application for funding was made).

Natural England will consider the facts on a case-by-case basis in deciding whether or not the Agreement Holder is relieved of all or part of their obligations under the Agreement and whether all or part of the grant should be withheld or repaid.

If the Agreement Holder is aware of the issue when entering into their agreement then it is unlikely to fall under the force majeure or exceptional circumstances provisions.

## **6.11 Framework for scheme control**

We are required by European regulations to make sure that Countryside Stewardship is properly controlled, to protect public money.

Our control framework includes four types of checks: administrative record checks, rapid field visits, agreement monitoring visits, and inspections.

Any agreement breaches or non-compliances found during such control activities will be dealt with in accordance with the Terms and Conditions at annex 1. For the avoidance of doubt, this may include the application of recoveries, withholding future payments, penalties and interest payments and potentially termination of the Agreement.

### **6.11.1 Administrative record checks**

We will check all stages of the application and claim processes, including application forms, claim forms and the nature and quality of supporting evidence, such as receipts and farm records. The emphasis is on ensuring eligibility requirements are met at application stage, and that various forms and records match up during the whole agreement period.

As part of the administrative checks on annual claims, a percentage will be selected for follow-up checks of Agreement Holder records, and the claimant may be asked to submit copies of on-farm records for checking. Also, selected Agreement Holders will be asked to supply dated photographs for some land management options. Agreement Holders will be given reasonable advance notice of when photographs should be taken and the final date for return of records.

Where records are not provided on request, or there are discrepancies, they shall be treated as a breach of the agreement.

### **6.11.2 Rapid field visits (in situ visits)**

These are part of the administrative checking process. RPA, Natural England or Forestry Commission staff will make rapid and focused visual checks, targeted at specific options or capital items. These visits may include record checks.

### **6.11.3 Agreement monitoring visits**

Natural England or Forestry Commission advisers may visit sites to monitor environmental progress; discuss RPA inspection reports; or if justified, in response to an Agreement Holder request.

#### **6.11.4 Inspections**

Each year, RPA will carry out compliance inspections on a sample of agreements, as required under European regulations, to ensure scheme requirements have been met. If an inspection finds a breach of the rules, it may lead to reductions and penalties being applied (see section 7.4).

#### **6.11.5 Site Visits**

Site visits are carried out in order to monitor Agreement Holders' compliance with the rules governing their agreements (and cross compliance on the whole Holding), and the success of CS overall. Agreement Holders must allow any UK or EU public authority (or their authorised representatives or auditors) to access their land or premises for this purpose, and must assist and co-operate with any person carrying out a site visit.

Any refusal to do so or obstruction is a breach of the Countryside Stewardship Terms and Conditions, and may also be a criminal offence.

# 7 Agreement Management

**The Countryside Stewardship Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this Manual. These mandatory elements are set out in this chapter and chapters 4 and 6.**

Work can start on or after the Agreement Start Date which will be set out in the Agreement Document – for Woodland Creation Grant agreements this is on the first of the month following the signed Woodland Creation agreement being submitted to Natural England Technical Services.

Invoices for materials or works must be retained for inspection for 7 years from the end of the Agreement. Invoices must be dated on or after the Agreement Start Date. Claims will be rejected and will not be paid if, on inspection, it is found that part or all of the work was carried out prior to, or after, the agreement period.

Critical dates for 2017 agreements:

- capital works must be completed within 2 full calendar years from the Agreement Start Date; and
- all capital claims for payment must be received by no later than the 31 March following the 2nd calendar year of the capital works programme. Claims after this date will not be accepted.

## 7.1 Making a claim for payment

Agreement Holders can submit a claim for reimbursement for capital items at any time of the year provided the approved work has been completed in accordance with the terms of the Woodland Creation Agreement and have been paid for in full by the Agreement Holder. The minimum value of any claim is £500 with the exception of the final claim which may be less than £500. If a contractor is being used to deliver the works, the Agreement Holder must pay them before they can claim from Natural England. Valid claims will be paid within 2 months of receipt.

Once the capital works are completed Agreement Holders should contact their local Natural England Technical Services office (see Annex 2) to request a claim form.

With each claim the Agreement Holder must submit evidence that the works have been completed. To see the evidence required with a claim please see section 6.6 on photographic evidence and the individual option requirements. Natural England must receive the claim and supporting information, including photos, within 3 months of the agreement end date. Late claims will be rejected.

Payments will be made directly into the Agreement Holder's bank account by the RPA.

## 7.2 Amendments

Agreement Holders can't change or amend their Agreement after they've been offered it. Agreement Holders must meet all of the following requirements:

- ensure capital works are located where they were identified on the map submitted with the application;

- ensure all capital works are completed to the standard and timescale set out in the agreement;
- comply with any written permits or consents, if necessary;
- ensure all land parcels benefiting from this grant are registered on the Rural Land Register
- retain capital items to the condition and specification for which the aid was granted for a period of 5 years from the date final payment was made for those capital items;
- comply with the Countryside Stewardship Terms and Conditions.

### 7.3 Breaches of Agreement

Agreement Holders in breach of their agreement or not meeting the eligibility criteria (see chapter 4) could be subject to non-payment of claims or recovery of some or the entire grant payable or already paid (possibly with interest and penalties).

Agreement Holders are also responsible for anyone acting on their behalf, e.g. contractors carrying out the capital works.

Agreement Holders will also be in breach of their agreement if they do not comply with certain statutory requirements. These could include:

- deliberately withholding any required information, refuse to allow access by Natural England, Forestry Commission or their appointed representative to the land on notice;
- deliberately fail to be available or to accompany a Natural England, Forestry Commission or RPA officer on a site visit with notice;
- provide false or misleading information;
- submit a claim for capital works that have not been completed or not completed to the requirements specified for that item;
- fail to complete all the capital works in the agreement;
- don't retain evidence of the costs incurred for 7 years from the end of the Woodland Creation Agreement;
- disturb wildlife habitats of protected species, e.g. great-crested newts and bats.

### 7.4 Reductions and Penalties

If Natural England becomes aware that an Agreement Holder has breached the terms of their agreement or that they do not meet the relevant eligibility criteria on all or part of their Agreement Land, future grant payments may be reduced or withheld, and sums previously paid to the Agreement Holder may be

recovered. In some circumstances, additional penalties may be applied.

This section of the Manual sets out a non-exhaustive list and some examples of where reductions or penalties may be applied, and where payments may be withheld or recovered.

### **7.4.1 Late claims**

Capital Claims: In order for payments to be made capital claims must be received no later than the 31 March following the 2nd calendar year of the capital works programme.

Revenue Claims (for Woodland Creation Maintenance claims): must be received by the 15 May of the relevant claim year. Agreement holders can make a late payment claim for annual maintenance payments after the deadline of 15 May each year, until midnight on 9 June but they will incur a penalty. For each working day the payment claim is late, the size of the penalty will be 1%. Agreement holders cannot make payment claims after midnight on 9 June (apart from in cases of force majeure).

### **7.4.2 Changing a claim after it has been submitted**

Annual maintenance payment claims can be changed until midnight on 31 May without incurring a penalty.

For each working day after this until midnight 9 June, a 1% penalty will be applied to the land parcel and option which the change relates to.

Claims can't be changed after 9 June, apart from:

- cases of force majeure;
- where an agreement holder withdraws all or part of a claim; or
- obvious error

### **7.4.3 Withdrawing all or part of an application**

Agreement holders can withdraw all or part of a claim at any time unless:

- they have already been told about an error in the claim (or the relevant part of the claim); or
- they are inspected (or receive advance warning of an inspection)

### **7.4.4 Cross compliance**

Any breach by the Agreement Holder (or others acting under their control, or anyone with access to the holding under the terms of an agreement including contractors, employees or family members) of cross compliance rules anywhere on the Holding (including associated common land) may result in a penalty being applied. In most cases, the penalty would be applied to all BPS, CS and earlier agri-environment scheme area payments claimed by the Agreement Holder.

See 'The Guide to cross compliance in England 2016' to find out about cross compliance penalties. These are applied after CS penalties.

### **7.4.5 Over-declaration of expenditure**

If the Agreement Holder submits a claim which exceeds the value of the costs which are eligible to be claimed, a penalty may be applied. Where the excess amount claimed is 10% or less of the value of the eligible costs, the payment will be reduced to the correct amount but no additional penalty will be applied. Where the excess amount claimed is more than 10%, the payment will be reduced to the correct amount and a penalty equal to the difference between the eligible costs and the amount claimed will be applied, up to a maximum of the entire value of the claim.

### **7.4.6 Interest charges**

When Natural England or the RPA act to recover payments already made to the Agreement Holder, interest will be applied. The interest rate to be applied is the Bank of England Base Rate plus 1%. Interest will begin to accrue from 60 days after the date of Natural England's notification of the breach to the Agreement Holder and will continue to accrue until the time of reimbursement of the payments from the Agreement Holder to Natural England or the RPA. This will include any period when the recovery / penalty is being appealed or otherwise under review.

## **7.5 Change of ownership**

Agreements are not transferable.

If all or part of the land under an Agreement is sold or let to another party, the Woodland Creation Capital Grant agreement will be terminated on those parcels and the Agreement holder may be required to repay all or part of the grant payments received.

## **7.6 Disputes, appeals and complaints**

If an applicant for CS, or an Agreement Holder, is unhappy with a decision taken by Natural England or the Forestry Commission in respect of an application or an Agreement, the applicant or Agreement Holder can appeal.

### **7.6.1 Appeals process – disagreeing with a decision or proposed action by Natural England or the Forestry Commission**

To appeal against a decision that has already been taken, applicants or Agreement Holders should write to the appropriate Technical Services Team at Natural England (contact details in Annex 2) advising of their wish to appeal and providing details of the reasons. The permitted reasons are limited:

- that the decision was based on an error of fact;
- that the decision was wrong in law;

- that the delivery body made a procedural error.

An appeal must be received within 60 days of notification of the decision.

A Natural England adviser will ensure the case is properly investigated according to the four stage appeals process outlined below. If the applicant or Agreement Holder remains unsatisfied following the outcome of each appeal stage, they should write to Natural England requesting the appeal is advanced to the next stage in the process.

#### **First Stage Appeal:**

An administrative review of the decision will check whether information is correct, the guidance has been followed and no calculation errors have been made. First stage appeals will be dealt with within 20 working days of receipt.

#### **Second Stage Appeal:**

A Team Leader from Natural England Technical Services or an Area Team will then examine the case and look in detail at the Natural England decision and how scheme rules have been applied.

#### **Third Stage Appeal:**

Natural England will appoint a Senior Manager who has had no previous contact with the case to make an objective review of the Natural England decision and how scheme rules have been applied

#### **Final Stage Appeal:**

A hearing is convened in front of an Independent Agricultural Appeals Panel, a panel of 3 independent agricultural professionals selected from the Public Appointments Register. The Applicant / Agreement Holder has the opportunity to appear before the Panel. The Panel's recommendation is passed to the appropriate Defra Minister, who will make a final decision.

### **7.6.2 Complaints about service**

If an applicant for CS, or an Agreement Holder, is unhappy about the way a member of staff has dealt with them, or with the level of service they have received, they should use the appropriate organisation's complaints procedure:

- for Natural England: [www.gov.uk/government/organisations/natural-england/about/complaints-procedure](http://www.gov.uk/government/organisations/natural-england/about/complaints-procedure).
- for the Forestry Commission: [www.forestry.gov.uk/complaints](http://www.forestry.gov.uk/complaints)
- for the Rural Payments Agency: [www.gov.uk/government/organisations/rural-payments-agency/about/complaints-procedure](http://www.gov.uk/government/organisations/rural-payments-agency/about/complaints-procedure)

## 8 Applying for Woodland Creation - Maintenance payments (WD1)

Following the end of the woodland creation capital works agreement, Agreement Holders can apply to receive woodland maintenance payments in support of woodland creation via a separate 10 year Higher Tier Countryside Stewardship agreement containing Woodland Creation - Maintenance payments (WD1).

Following submission of the final woodland creation grant claim for capital works applicants will be sent a prepopulated application form for woodland creation maintenance. This must be signed and returned to Natural England.

More information will be provided once the woodland creation maintenance agreement application has been received.

# Annex 1

## Terms and Conditions

### PARTIES

- 1 Natural England of Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (Natural England) (the **Authority**).
- 2 The Agreement Holder identified in the Agreement Document (the **Agreement Holder**)

### BACKGROUND

- A The Authority has agreed to pay the Grant to the Agreement Holder on the terms and conditions set out below and in the Agreement Document.
- B The Authority is a delivery body responsible for managing Countryside Stewardship, the scheme under which the Grant is paid, which forms part of the wider RDPE. The Managing Authority has overall responsibility for the RDPE and may, acting itself or through the Paying Agency, directly enforce any terms of the Agreement against the Agreement Holder in accordance with clause 28.2.
- C Grants made under Countryside Stewardship are paid for Capital Items and/or Multi-Year Options (as defined below). Details of the individual Agreement Holder's Capital Items and/or Multi-Year Options are set out in the Agreement Document.
- D These terms and conditions apply to Countryside Stewardship and should be read in conjunction with the details of the Grant set out in the Agreement Document, which are individual to the Agreement Holder. These terms and conditions and the Agreement Document (including the supporting documents specified therein) together form the agreement between the Authority and the Agreement Holder ("the Agreement").
- E Additional Scheme requirements and more detailed information and guidance are set out in the Countryside Stewardship Manual. The Agreement Holder must familiarise itself with this document and ensure that it complies with all mandatory elements of the Countryside Stewardship Manual as a condition of receiving the Grant.
- F In the event of any conflict between these terms and conditions and the documents referred to in paragraphs (D) and (E) above, these terms and conditions shall prevail, followed by the Agreement Document, the supporting documents referred to in the Agreement Document, and then the Countryside Stewardship Manual.

## 1 DEFINITIONS AND INTERPRETATION

In the Agreement the following terms shall have the following meanings:

**Agreement Document:** the document accompanying these terms and conditions, which describes the Grant to be paid to the Agreement Holder and the Capital Items and/or Multi-Year Options to be undertaken

**Agreement End Date:** the date on which the Agreement comes to an end, as set out in the Agreement Document

**Agreement Land:** the land described in the Agreement Document and identified on the Agreement Map(s)

**Agreement Map(s):** the map(s) accompanying the Agreement Document (or otherwise provided to the Agreement Holder by the Authority), showing the Agreement Land and the agreed location of any Multi-Year Options or Capital Items

**Agreement Start Date:** the date on which the Agreement commences, as set out in the Agreement Document

**Break Point Date:** the fifth (5th), tenth (10th) or fifteenth (15th) anniversary of the Agreement Start Date

**Capital Item(s):** the capital works the Agreement Holder is required to deliver, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map)

**Countryside Stewardship Scheme** or the **Scheme:** Countryside Stewardship, a scheme which is run jointly by Natural England, Forestry Commission England and the Rural Payments Agency on behalf of the Managing Authority, implementing measures under Title III of Regulation (EU) No 1305/2013 to achieve the priorities for rural development set out in that regulation

**Countryside Stewardship Manual:** the documents which set out additional Scheme requirements and further information and guidance for Agreement Holders, which is available on [www.gov.uk](http://www.gov.uk) and as further described in clause 5

**Cross Compliance Requirements:** the requirements on cross compliance referred to in the Countryside Stewardship Manual and as set out in "The guide to cross compliance in England" (as both may be re-issued, updated or amended from time to time), which are published on [www.gov.uk](http://www.gov.uk) and available from the Authority upon request.

**EAFRD:** the European Agricultural Fund for Rural Development, which funds rural development under the Common Agricultural Policy (and jointly funds the RDPE, together with the Managing Authority)

**Grant:** the sum to be paid to the Agreement Holder under the Agreement, which may include payment to reimburse expenditure on Capital Items and/or payment in respect of income foregone and additional costs under Multi-Year Options

**Holding:** all units of land managed by the Agreement Holder (including the Agreement Land) which are situated in the UK and (a) used for agricultural activities or (b) forestry land and other non-agricultural land for which rural development payments are claimed

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and know-how however arising for their full term and any renewals and extensions

**Managing Authority:** the Department for Environment, Food and Rural Affairs (DEFRA), which has overall responsibility for the RDPE pursuant to Article 65(2)(a) of Regulation (EU) No 1305/2013

**Multi-Year Option(s):** the land management the Agreement Holder is required to undertake, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map)

**Option End Date:** the date on which the relevant Multi-Year Option comes to an end, as set out in the Agreement Document

**Option Start Date:** the date on which the relevant Multi-Year Option commences, as set out in the Agreement Document

**Paying Agency:** the Rural Payments Agency (RPA), which is the accredited paying agency for the RDPE pursuant to Article 65(2)(b) of Regulation (EU) No 1305/2013

**Payment Claim:** the claim submitted by the Agreement Holder for payment of the Gr

**RDPE:** the Rural Development Programme for England (2014-2020), which is jointly funded by the EAFRD and the Managing Authority

**Working Day:** any day other than a Saturday, a Sunday or a public holiday in England

- 1.1** References to clauses are to the clauses of these terms and conditions. Clause headings shall not affect the interpretation of these terms and conditions.
- 1.2** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other gender.
- 1.4** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5** A reference to a public organisation includes a reference to any successor to that public organisation.
- 1.6** Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **2 AGREEMENT HOLDER'S DECLARATIONS**

**2.1** The Agreement Holder confirms that:

- a** the declarations made in its application for the Grant remain true and accurate to the best of its knowledge and belief;
- b** it has full capacity and authority to enter into the Agreement;
- c** it is not aware of any circumstances which would prevent it from fulfilling its obligations under the Agreement;
- d** if there are any changes to the Agreement Holder's circumstances which could affect its eligibility or suitability for the Grant or its ability to fulfil its obligations under the Agreement, it will notify the Authority in writing without delay;
- e** it has read and understood and will comply with all mandatory elements of the Countryside Stewardship Manual
- f** it has not received and will not receive any duplicate funding or allowances from other public sources in respect of the same obligations it is required to undertake under the Agreement;
- g** its obligations under the Agreement do not duplicate and will not duplicate any other legal obligations it would otherwise be required to undertake;
- h** its obligations under the Agreement do not and will not conflict in whole or in part with any other legal or contractual obligations on the Agreement Holder; and
- i** it will at all times comply with all relevant domestic and EU legislation in the performance of its obligations under the Agreement.

**2.2** The Agreement Holder confirms that it has obtained and will maintain and comply with any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of its obligations under the Agreement, including those set out at paragraph 13 of the Agreement Document. The Agreement Holder understands that the Agreement does not operate as a SSSI consent and that if such consent is required it must apply separately in accordance with any instructions provided by the Authority.

**2.3** The Agreement Holder understands that the giving of any approval, consent or acknowledgement, or the review of any document or course of action by or on behalf of the Authority does not relieve the Agreement Holder of any of its obligations under the Agreement unless expressly permitted in writing by the Authority.

**2.4** The Agreement Holder understands that it is an offence to knowingly or recklessly provide false or misleading information or intentionally obstruct or fail to assist any person carrying out public functions in connection with the Agreement, and that such conduct by the Agreement Holder may attract criminal penalties.

**2.5** The Agreement Holder shall make its own enquiries as to the accuracy and adequacy of any information on which it relies in connection with the Agreement.

### **3 AGREEMENT HOLDER OBLIGATIONS**

- 3.1** In applying for and receiving the Grant, the Agreement Holder agrees to comply with these terms and conditions and the mandatory elements of the Countryside Stewardship Manual.
- 3.2** The Agreement Holder shall deliver the Capital Item(s) and/or the Multi-Year Option(s) in accordance with the standards and requirements set out in the Agreement Document and Countryside Stewardship Manual (including any relevant time limits) and in the agreed location(s) as identified on the Agreement Map(s).
- 3.3** The Agreement Holder shall comply with any requirements set out in the Countryside Stewardship Manual to maintain the Capital Item(s) for a minimum duration.
- 3.4** The Agreement Holder shall comply with the Cross Compliance Requirements where applicable on its Holding for the duration of the Agreement. Any failure by the Agreement Holder to comply with the Cross Compliance Requirements may result in a penalty being applied to certain payments due to the Agreement Holder under the Common Agricultural Policy including payments under the RDPE as well as other schemes and programmes. Further details of when penalties may be applied and how they are calculated are set out in the Countryside Stewardship Manual and “The guide to cross compliance in England” (as re-issued, updated or amended from time to time).
- 3.5** Where applicable, the Agreement Holder shall declare all parcels of land within its Holding in accordance with Article 72(1) of Regulation (EU) No 1306/2013. Any failure to do so may result in a penalty being applied to certain payments due to the Agreement Holder under the Common Agricultural Policy including payments under the RDPE as well as other schemes and programmes. Further details of the requirements of Article 72 (including the procedure for declaring parcels of land) and the penalties for non-compliance are set out in the Countryside Stewardship Manual.

### **4 TERM**

- 4.1** The Agreement shall commence on the Agreement Start Date and, subject to any extension in accordance with clause 4.3 or earlier termination in accordance with clause 19, it shall continue in force until the Agreement End Date.
- 4.2** Where the Agreement Document specifies Multi-Year Options of varying lengths, the terms of the Agreement shall apply in respect of the relevant Multi-Year Option from the Option Start Date until the Option End Date. After the Option End Date, the Multi-Year Option will expire and the relevant parcel of land shall no longer form part of the Agreement Land (although it will still remain part of the Holding).
- 4.3** Where the term of the Agreement is five years and includes Multi-Year Options, the parties may agree to extend the Agreement in one year increments, up to a maximum of seven years from the original Agreement Start Date. The party requesting the extension must make their request in writing, no less than one month before the expiry of the Agreement. Neither party shall be under any obligation to agree to an extension requested by the other party. The extension shall take effect once it has been confirmed in writing by the Authority.

## **5 THE COUNTRYSIDE STEWARDSHIP MANUAL**

- 5.1** The Agreement Holder shall comply with the applicable mandatory elements of the Countryside Stewardship Manual as a condition of receiving the Grant.
- 5.2** The Authority may produce new versions of the Countryside Stewardship Manual throughout the lifetime of the Scheme. However, subject to clause 5.3, the version applicable to the Agreement Holder shall be the version which was current at the Agreement Start Date.
- 5.3** In some circumstances the Authority may consider it necessary to amend or update the current or previous versions of the Countryside Stewardship Manual. The Authority will notify the Agreement Holder in writing of any amendments to the version which is applicable to the Agreement and the date on which such amendment shall take effect.

## **6 TRANSFERS OR ACQUISITIONS OF LAND**

- 6.1** The Agreement Holder must notify the Authority without delay if there is a change in management control affecting any part of its Holding, including (without limitation) sale or transfer to a new owner, changes to any lease or tenancy, permanent boundary changes or acquisition of any new land.
- 6.2** The Agreement Holder acknowledges and accepts that any change in management control affecting its Holding may have consequences for the Agreement. In some circumstances the Authority may be required to recover all or part of the Grant. Further details are set out in the Countryside Stewardship Manual.

## **7 AMENDMENTS**

- 7.1** No amendments to the Capital Items or Multi-Year Options to be undertaken by the Agreement Holder shall be permitted unless expressly agreed in writing by the Authority.
- 7.2** Further details of the circumstances in which amendments may be permitted and the process to be followed are set out in the Countryside Stewardship Manual.

## **8 PAYMENT CLAIMS**

- 8.1** The Agreement Holder shall submit Payment Claims and supporting documents to the Authority in accordance with the instructions provided in the Agreement Document, the Countryside Stewardship Manual and on the claim form.
- 8.2** The Grant will be paid directly to the Agreement Holder's nominated business bank account via BACS transfer by the Paying Agency, subject to the necessary funds being available when the payment falls due. The Agreement Holder agrees and accepts that payment of the Grant can only be made to the extent that the funds are available.

- 8.3** Any failure by the Agreement Holder to submit a Payment Claim in accordance with the instructions and by the specified deadline (including the provision of any supporting documents necessary to enable the claim to be processed) may result in payment of the Grant being delayed, reduced or withheld.
- 8.4** If the Agreement Holder fails to submit a valid Payment Claim by the specified deadline, the Grant may be subject to a penalty. In the case of severe delays, the Payment Claim may be rejected in its entirety. Further details of when penalties may be applied and how they are calculated are set out in the Countryside Stewardship Manual.
- 8.5** All Payment Claims will be checked and verified before any sum is paid. If there is any discrepancy between the amount claimed by the Agreement Holder and the amount the Agreement Holder is entitled to claim, the Grant may be subject to a penalty. In the most severe cases, the Payment Claim may be rejected in its entirety. Further details of when penalties may be applied and how they are calculated are set out in the Countryside Stewardship Manual.
- 8.6** The Authority reserves the right to adjust the payment rate for Multi-Year Options where necessary to prevent the Agreement Holder from receiving double-funding for the same activity on the Agreement Land.
- 8.7** The amount of the Grant shall not be increased in the event of any overspend by the Agreement Holder in the delivery of its obligations under the Agreement.
- 8.8** Unless otherwise explicitly permitted in writing by the Authority, the Grant may not be used to reimburse any expenditure incurred by the Agreement Holder prior to the Agreement Start Date.

## **9 REPAYMENT**

- 9.1** If the Agreement Holder breaches the terms of the Agreement or if there is a change in circumstances affecting its eligibility to receive the Grant, the Authority reserves the right to withhold or require repayment of the Grant. In addition, where the Agreement Holder has breached the terms of the Agreement, penalties may be applied. Further details of when penalties may be applied and how they are calculated are set out in the Countryside Stewardship Manual.
- 9.2** If the Agreement Holder receives any overpayment or any payment to which it is not entitled (including in the event of an administrative error), the undue amount must be repaid. It is the Agreement Holder's responsibility to check all payments it receives from the Paying Agency and notify the Paying Agency immediately if it has any reason to believe that an error has occurred.
- 9.3** If any sum becomes repayable under the Agreement, it shall be treated as a debt owing by the Agreement Holder to the Paying Agency until such time as the outstanding amount is repaid. A recovery order will be issued to the Agreement Holder specifying the amount to be repaid and the date by which repayment must be made.
- 9.4** If the Agreement Holder fails to make a repayment within 60 days of the date of the relevant recovery order, the Paying Agency reserves the right to charge interest on the outstanding debt at a daily rate equivalent to the Bank of England base rate plus 1%.

- 9.5** Where any sum is repayable under the Agreement, the Paying Agency reserves the right to withhold future payments due to the Agreement Holder under this Agreement, any other RDPE grant agreement, or any other sum due to the Agreement Holder under the Common Agricultural Policy pending repayment by the Agreement Holder of the outstanding amount.
- 9.6** Where any sum is repayable under the Agreement and the Agreement Holder has failed to repay the outstanding amount within the period specified in the recovery order, the Paying Agency reserves the right to deduct the outstanding debt from future payments due to the Agreement Holder under this Agreement, any other RDPE grant agreement, or any other sum due to the Agreement Holder under the Common Agricultural Policy.

## **10 ACCESS TO DOCUMENTS AND INFORMATION**

The Agreement Holder shall, upon request, supply any documents, information, data, reports or written or verbal explanations which may be required by any UK or EU public authority (or their authorised representatives or auditors) in connection with the Agreement or the Scheme.

## **11 SITE VISITS**

- 11.1** The Agreement Holder shall allow any UK or EU public authority (or their authorised representatives or auditors) to access its land and/or premises in connection with the Agreement. Such access may be required with or without notice. The Agreement Holder agrees to assist and cooperate with any person authorised to carry out any site visits (including controls and spot-checks) and shall provide access to any land, premises, plant, equipment or documents which may be required.
- 11.2** In addition to any consequences arising as a result of a breach by the Agreement Holder of these terms and conditions, the Agreement Holder understands that it is a criminal offence to intentionally obstruct, or fail to assist or provide information to any person exercising powers under this clause and performing other tasks in connection with the Agreement.

## **12 MAINTENANCE OF ACCOUNTS AND RECORDS**

- 12.1** The Agreement Holder shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it and evidence of its compliance with its obligations under the Agreement which shall comply with any applicable standards and requirements set out in the Agreement Document, the Countryside Stewardship Manual and in any separate instructions issued to the Agreement Holder.
- 12.2** The Agreement Holder shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least seven years from termination or expiry of the Agreement. The Authority shall have the right to review the Agreement Holder's accounts and records relating to the Grant and shall have the right to take copies of such accounts and records.

- 12.3** The Agreement Holder shall comply with and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.
- 12.4** In addition to its obligations to provide information to the Authority, the Agreement Holder shall provide any of the information referred to in this clause to any other UK or EU public authority (or their authorised representatives or auditors) upon request.

## **13 EVALUATION**

- 13.1** The Agreement Holder acknowledges that as a condition of receiving the Grant funding it may be required to participate in a Scheme evaluation, which may take place during the Agreement or after its expiry or termination.
- 13.2** The Agreement Holder understands that its contact details may be disclosed to third parties for evaluation purposes and agrees to assist and cooperate with any person authorised by any UK or EU public authority to carry out such an evaluation.

## **14 ACKNOWLEDGEMENT AND PUBLICITY**

- 14.1** The Agreement Holder shall comply with all instructions and guidance from the Authority in relation to acknowledgement and publicity of the Grant, including using any materials or templates which are provided to it for this purpose. Such acknowledgement and publicity may include, where appropriate, a statement on any website operated by the Agreement Holder for business purposes, and/or a poster, plaque or billboard displayed on the Agreement Holder's land or premises. Further details of the publicity requirements applicable to the Scheme are set out in the Countryside Stewardship Manual.
- 14.2** In using the Authority's name and logo, the Agreement Holder shall comply with all reasonable branding guidelines issued by the Authority from time to time.
- 14.3** The Agreement Holder agrees to participate in and co-operate with promotional activities relating to the Scheme if required to do so by the Authority.
- 14.4** The Authority may acknowledge the Agreement Holder's involvement in the Scheme as appropriate without prior notice.
- 14.5** The Agreement Holder shall comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and publicity activities relating to RDPE.

## 15 INTELLECTUAL PROPERTY RIGHTS

- 15.1** The Authority and the Agreement Holder agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by or licensed to either the Authority or the Agreement Holder before the Agreement Start Date or developed by either party under the Agreement, shall remain the property of that party.
- 15.2** Where the Authority has allowed the Agreement Holder to use any of its Intellectual Property Rights in connection with the Agreement (including without limitation its name and logo), the Agreement Holder shall, on termination of the Agreement, cease to use such Intellectual Property Rights immediately (subject to any ongoing requirement to use Intellectual Property Rights in compliance with the publicity requirements in clause 14).
- 15.3** The Authority shall have a perpetual, non-exclusive, royalty-free, sub-licensable licence to use any Intellectual Property Rights created by the Agreement Holder in connection with the Agreement.

## 16 DATA AND INFORMATION

- 16.1** The parties shall comply with all relevant UK and EU data protection legislation in delivering their obligations under the Agreement.
- 16.2** The Authority may use any information or data provided by the Agreement Holder or collected during the course of the Agreement for the purposes of management, control and evaluation and may share this with other government departments and agencies and European Union institutions and bodies for the purposes of monitoring and administering the Common Agricultural Policy (CAP) further to Article 117 of EU Regulation No 1306/2013.
- 16.3** Information and data about the Agreement (including details about the Agreement Holder, the Grant and the Capital Items and/or Multi-Year Options) may be published on public websites.
- 16.4** The Agreement Holder consents to its contact details being disclosed to any UK or EU public authority (or their authorised representatives or auditors) for monitoring, inspection or evaluation purposes.
- 16.5** The Agreement Holder acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 16.6** The Agreement Holder shall provide all necessary assistance and cooperation which is reasonably requested by the Authority for the purposes of complying with its obligations under the FOIA and EIRs. If the Authority requires the Agreement Holder to supply information pursuant to a FOIA/EIR request, the Agreement Holder shall supply all such information which is within its possession or control within 5 Working Days (or such other period as the Authority shall reasonably require).
- 16.7** If the Agreement Holder receives a FOIA/EIR request from a member of the public, it shall not respond to the request but shall forward the request to the Authority within 2 Working Days of receipt.
- 16.8** The Authority shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIRs.

**16.9** Further details about how information about the Agreement Holder and the Agreement will be used and shared are set out in the Countryside Stewardship Manual.

## **17 LIMITATION OF LIABILITY**

**17.1** Neither party excludes or limits its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.

**17.2** The Authority accepts no liability for any consequences, whether direct or indirect, arising from the Agreement, the use of the Grant by the Agreement Holder or the Authority exercising its rights under the Agreement.

**17.3** Subject to clause 17.1 and 17.2, the Authority's total aggregate liability in connection with the Agreement shall not exceed the amount of the Grant.

**17.4** The Agreement Holder shall indemnify the Authority and any persons acting on the Authority's behalf against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising as a result of the actions or omissions of the Agreement Holder in connection with the Agreement.

**17.5** The Agreement Holder acknowledges and accepts that if it suffers any losses which prevent it from fulfilling its obligations under the Agreement, the Authority may require the Grant to be repaid or the losses to be made good at the Agreement Holder's own expense, regardless of whether the Agreement Holder is insured against such losses.

## **18 FORCE MAJEURE**

**18.1** If the Agreement Holder is prevented from complying with its obligations under the Agreement due to force majeure or exceptional circumstances, the Authority must be notified in writing within 15 Working Days from the date on which the Agreement Holder (or any person authorised to act on the Agreement Holder's behalf) is in a position to do so.

**18.2** Force majeure or exceptional circumstances may include:

- a** the death or long-term professional incapacity of the Agreement Holder;
- b** a severe natural disaster gravely affecting the Holding;
- c** the accidental destruction of livestock buildings on the Holding;
- d** an epizootic or a plant disease affecting part or all of the Agreement Holder's crops, trees or livestock; or
- e** expropriation of all or a large part of the Holding (provided that the expropriation could not have been anticipated at the time the application for funding was made).

- 18.3** The Authority will consider the facts on a case-by-case basis in deciding whether or not the Agreement Holder is relieved of all or part of its obligations under the Agreement and whether all or part of the Grant should be suspended or repaid.

## **19 TERMINATION**

- 19.1** The Authority reserves the right to terminate the Agreement on written notice to the Agreement Holder if:
- a** the Agreement Holder has breached the terms of the Agreement or there is a change in circumstances affecting its eligibility to receive the Grant (whether or not the Authority or the Paying Agency have taken steps to recover the Grant in accordance with clause 9); or
  - b** the Agreement Holder has failed to repay any sum which has become recoverable by the Paying Agency in accordance with clause 9.
- 19.2** In addition to its right to terminate under clause 19.1 above, the Authority may terminate the Agreement and any future Grant payments on giving the Agreement Holder six months' written notice at any time. Provided that the Agreement Holder is not in breach of the Agreement, Grant payments already paid will not be recoverable.
- 19.3** Subject to clause 19.4 below, where the term of the Agreement is ten years or more, either party may terminate the Agreement at the Break Point Date by giving not less than one month's prior written notice to the other party. If notice is validly served under this clause, the Agreement will terminate on the Break Point Date, and subject to the Authority's other rights and remedies under the Agreement, Grant payments already paid at the Break Point Date will not be recoverable.
- 19.4** Where the Agreement includes the Multi-Year Option WD1, the Agreement may not be terminated pursuant to clause 19.3 above before the Option End Date for the WD1 option.
- 19.5** The Agreement Holder may terminate the Agreement at any time by giving written notice to the Authority. The Agreement Holder understands that in such circumstances it may be required to repay all or part of the Grant and that its obligations under the Agreement shall not cease until such repayment has been made.
- 19.6** If a third party acquires management control of any part of the Agreement Land and is not able or willing to take on the Agreement Holder's obligations under the Agreement, the Authority may terminate the Agreement. In such circumstances the Agreement Holder will not be required to repay the Grant and its obligations under the Agreement will cease as at the date of termination. Further details are set out in the Countryside Stewardship Manual.

## **20 CONSEQUENCES OF EXPIRY OR TERMINATION**

- 20.1** Expiry or termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or termination which existed at or before the date of expiry or termination.

**20.2** Expiry or termination of the Agreement shall not affect the continuing rights and obligations of the parties under clauses 9 (Repayment), 10 (Access to Documents and Information), 11 (Site Visits), 12 (Maintenance of Accounts and Records), 13 (Evaluation), 14 (Acknowledgement and Publicity), 15 (Intellectual Property Rights), 16 (Data and Information), 17 (Limitation of Liability), 20 (Consequences of Expiry or Termination), 22 (Severability), 23 (Waiver), 24 (Notices), 25 (Dispute Resolution), 27 (Joint and Several Liability), 28 (Third Party Rights), 29 (Governing Law) or any other provision in the Agreement or mandatory requirement in the Countryside Stewardship Manual which is expressly stated to survive expiry or termination of the Agreement or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

## **21 VARIATION**

The Authority reserves the right to vary these terms and conditions or the Agreement Document. Any variation will be effected in writing and notified to the Agreement Holder in advance. The Authority shall endeavour to give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences for the Agreement Holder.

## **22 SEVERABILITY**

If any term, condition or provision of the Agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in the Agreement.

## **23 WAIVER**

No failure or delay by either party to exercise any right or remedy under the Agreement shall be construed as a waiver of any other right or remedy.

## **2.4 NOTICES**

**24.1** All notices in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) using the contact details set out in the Agreement Document (or any updated address which is subsequently notified by one party to the other). It is the Agreement Holder's responsibility to notify the Authority of any change to its contact details.

**24.2** If personally delivered or if e-mailed all such notices shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such notices shall be deemed to have been given and received on the second Working Day following such mailing.

## **25 DISPUTE RESOLUTION**

Any dispute arising between the parties or any complaint or appeal by the Agreement Holder concerning the Authority's actions in connection with the Agreement shall be resolved according to the procedure set out in the Countryside Stewardship Manual.

## **26 NO PARTNERSHIP OR AGENCY**

The Agreement shall not create any partnership or joint venture between the Authority and the Agreement Holder, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

## **27 JOINT AND SEVERAL LIABILITY**

Where the Agreement Holder is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into the Agreement on behalf of the Agreement Holder shall be jointly and severally liable for the Agreement Holder's obligations and liabilities arising under the Agreement.

## **28 THIRD PARTY RIGHTS**

**28.1** Subject to clause 28.2 below, the Agreement does not and is not intended to confer any contractual benefit on any person who is not a party to the Agreement.

**28.2** The terms of the Agreement may be enforced and recovery of any Grant may be sought by the Paying Agency and/or the Managing Authority, both of which shall be entitled to receive the benefit of the Agreement as if they were the Authority.

## **29 GOVERNING LAW**

The Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

## Annex 2

# Contact details for Woodland creation Grant

Natural England Technical Services are responsible for the initial processing and subsequent issuing of agreements offers for Woodland Creation Grant.

Forestry Commission Woodland Officers provide technical advice on woodland creation applications after the initial application submission has been made. Applicants are encouraged to contact their Area Forestry Commission office prior to the woodland creation application submission window to discuss technical aspects of their application. Woodland Officers can give applicants advice and let them know if they need to provide more information with their application. To find contact details for each area office, please see [www.forestry.gov.uk/england-areas](http://www.forestry.gov.uk/england-areas).

Applicants must send all their application documents (see chapter 2) by 1 March 2017 to the Natural England Technical Services team dealing with applications in their county. This is the county where any proposed woodland creation will take place, not the applicant's home address.

**Electronic applications are the preferred application method. If applicants choose to apply by post, they must also email their woodland creation annex to the relevant email address below.**

Natural England offices are open from 8:30 am to 5:00 pm Monday to Friday, excluding bank holidays.

### East of England

*(Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Suffolk)*

Natural England, PO Box 247, Cambridge CB2 2WW

Tel: 0208 026 5996

Email: [ts.cambridge@naturalengland.org.uk](mailto:ts.cambridge@naturalengland.org.uk)

### East Midlands

*(Derbyshire, Leicestershire, Lincolnshire, Northamptonshire, Nottinghamshire, Rutland)*

Natural England, PO Box 10276, Nottingham NG2 9PD

Tel: 0208 026 2018

Email: [ts.nottingham@naturalengland.org.uk](mailto:ts.nottingham@naturalengland.org.uk)

### North East

*(Northumberland, Tyne and Wear, Durham, former county of Cleveland)*

Natural England, PO Box 1316, Newcastle upon Tyne NE99 4PB

Tel: 0208 225 6663

Email: [ts.newcastle@naturalengland.org.uk](mailto:ts.newcastle@naturalengland.org.uk)

## North West

*(Cheshire, Cumbria, Greater Manchester, Lancashire, Merseyside)*

Natural England, PO Box 380, Crewe CW1 6YH

Tel: 0208 026 1805

Email: [ts.crewe@naturalengland.org.uk](mailto:ts.crewe@naturalengland.org.uk)

## South East

*(Greater London, Berkshire, Buckinghamshire, East Sussex, Hampshire, Isle of Wight, Kent, Oxfordshire, Surrey, West Sussex)*

Natural England, PO Box 2423, Reading RG1 6WY

Tel: 0208 026 7254

Email: [ts.reading@naturalengland.org.uk](mailto:ts.reading@naturalengland.org.uk)

## South West

*(Cornwall, Devon, Dorset, Gloucestershire, Somerset, The Scilly Isles, Wiltshire, former county of Avon)*

Natural England, PO Box 3135, Bristol BS1 9GN

Tel: 0208 026 6964

Email: [ts.bristol@naturalengland.org.uk](mailto:ts.bristol@naturalengland.org.uk)

## West Midlands

*(Herefordshire, Shropshire, Staffordshire, Warwickshire, West Midlands, Worcestershire)*

Natural England, PO Box 530, Worcester WR5 2WZ

Tel: 0208 026 1090

Email: [ts.worcester@naturalengland.org.uk](mailto:ts.worcester@naturalengland.org.uk)

## Yorkshire and the Humber

*(East Riding of Yorkshire, North Lincolnshire, North Yorkshire, South Yorkshire, West Yorkshire)*

Natural England, PO Box 285, Leeds LS11 1GF

Tel: 0208 026 8779

Email: [ts.leeds@naturalengland.org.uk](mailto:ts.leeds@naturalengland.org.uk)





Department  
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The European  
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