



The European Agricultural Fund
for Rural Development:
Europe investing in rural areas



Countryside Stewardship:

Hedgerows and Boundaries Grant Manual

Applies to all 2016 agreements

Published 1st February 2016

Contents

1.	Overview	2 >>
2.	Who is eligible to apply	4 >>
3.	Getting consent	7 >>
4.	How to apply	8 >>
5.	Choosing capital items	10 >>
6.	After applying	11 >>
7.	Making a claim for payment	12 >>
8.	Agreement conditions	13 >>
	Annex A: Contact details for Hedgerow and Boundaries Grants applications	16 >>

1. Overview

This grant is a standalone capital grant available under the new Countryside Stewardship Scheme. Where there is a conflict between this guidance and the guidance set out in the Countryside Stewardship Manual (www.gov.uk/government/publications/countryside-stewardship-manual-and-grants-1-january-2016-agreements), this guidance will prevail. The relevant clauses of the Countryside Stewardship Terms and Conditions (www.gov.uk/government/publications/countryside-stewardship-terms-and-conditions) will apply to this grant.

Farmers and other land managers can apply for this grant to help deliver environmental and landscape benefits on their land.

Applications can be submitted from 1 February 2016 and must be received by Natural England on or before 30 April 2016. Late applications will not be accepted.

The maximum available grant for each farm business i.e. for each single business identifier (“SBI”) connected to a farm business is £5,000. Farmers (whether natural or legal persons) or other land managers, businesses and public entities who are applying for this grant (the “Applicant” or “Applicants”) can select from a range of capital items, which offer different payments towards the costs involved. This grant is not geographically targeted.

Applicants who accept an offer for a grant will enter into an agreement with the Natural England, which will incorporate the Countryside Stewardship terms and conditions (“H&B Agreement”).

Applications can be made for a Countryside Stewardship multi-annual Mid or High Tier agreement by those who already have an H&B Agreement but the application must not include items already funded under the H&B Agreement.

Capital items available

Please see section 5 for the twelve capital items that can be applied for under this grant.

1.1 Agreement length

A H&B Agreement will run for a maximum of 2 years.

In addition, any capital items funded through this scheme must be retained in the condition and to the specification set out in the H&B Agreement for 5 years from the date of the start of the H&B Agreement, which is the date set out in the H&B Agreement (the “**Agreement Start Date**”). Sections 2.2 and 2.3 below set out how this ‘durability requirement’ applies to landlords and tenants.

Once the final payment has been made the H&B Agreement is ‘closed’ and another application can be made for the next available grant round.

1.2 How applications are selected

The scheme is competitive: applications will be scored and the highest scoring applications will be accepted subject to the budget available.

Please refer to the [selection and scoring sheet](#) for details of the selection criteria and scoring system under this scheme.

Applications are more likely to be successful if the Applicant:

- is a smaller holding;
- the SBI related to the Applicant’s farm business has previously held a Rural Development Programme multi-annual agri-environment agreement such as an Entry Level Stewardship or an English Woodland Grant Scheme woodland agreement;
- has applied for specific hedgerow and wall items rather than earth banks;
- has applied for at least £1,000 of capital works;
- is linked to a Facilitation Funded Group (www.gov.uk/government/collections/countryside-stewardship-facilitation-funding).

1.3 What the grant can't pay for

The grant can't be used to pay for the cost of:

- maintenance;
- any capital works done before the agreement starts;
- planning application fees or other transactional fees;
- agent fees or other advisory fees;
- meeting legal requirements, including planning conditions;
- any works on a Site of Special Scientific Interest or Scheduled Monument; or
- any works within the curtilage of the farm e.g. walls in the farmyard.

2. Who is eligible to apply

Applications can only be made by those whose

- land parcels in their application will be under their full control for a minimum of 2 years from the Agreement Start Date; and
- SBI will not be in an Environmental Stewardship, multi-year Countryside Stewardship or English Woodland Grant Scheme agreement on 1 July 2016.

The list of land that is not eligible for schemes under Countryside Stewardship can be found at section 3.2 of the Countryside Stewardship Manual.

Only one application per SBI can be accepted per grant round.

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

2.1 Partnerships

All partners of the farm business, or their agents, must sign the application form (and the H&B Agreement) unless one person is authorised to act as their representative. All partners must give their signed consent to this when completing and submitting the application form.

2.2 Tenants

Tenants must have the agreement of their landlord or the landowner before they apply. The Applicant must ensure that entering into a H&B Agreement will not breach the conditions of their tenancy.

The landlord agrees only to be responsible for the durability requirement of the agreement. The durability requirement must be met for 5 years from the Agreement Start Date. If the tenancy ends during that period, the landlord must agree by counter-signing the application that they are responsible for any remaining period of the durability requirements.

2.3 Landlords

If the tenant does not have control over the Agreement Land (as defined in the Countryside Stewardship terms and conditions) for the full five years from the Agreement Start Date landlords must ensure that both they and their tenant(s) sign the declarations on the application form. The detailed eligibility rules for landlords and tenants are set out in sections 3.6 and 3.7 of the Countryside Stewardship Manual (www.gov.uk/government/publications/countryside-stewardship-manual-and-grants-1-january-2016-agreements).

2.4 Land owned by public bodies

Where a public body owns or manages land it must check if the land is eligible for a grant as set out in section 3.11 of the Countryside Stewardship Manual (www.gov.uk/government/publications/countryside-stewardship-manual-and-grants-1-january-2016-agreements).

2.5 Licensees and Common Graziers

In certain circumstances licensees may be eligible if they can demonstrate full management control of the land for the duration of the H&B agreement.

Common land and shared grazing is also eligible but an appropriate individual must sign the application and be responsible for maintaining any resulting agreement. Applicants must read the common land and shared grazing supplement (www.gov.uk/government/publications/countryside-stewardship-common-land-and-shared-grazing-supplement) which sets out the requirements, and complete the relevant supplementary application form.

2.6 Farms receiving other funding or under other agreements

Applicants claiming under the Basic Payment Scheme (BPS) can also apply for this grant.

Grants can't be combined with other sources of public/private 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 or obligations, such as work which is already a requirement of a tenancy agreement:

- Environmental Stewardship;
- Countryside Stewardship;

- Farming and Forestry Improvement Scheme;
- Woodland Grant schemes;
- Farm Recovery 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.

Inheritance Tax or Capital Gains Exemption

Capital items under this scheme may be available on land designated by HM Revenue & Customs as conditionally exempt from Inheritance Tax or as the object of a Maintenance Fund (heritage property), depending on the specific undertakings and proposed capital items.

The table below indicates which capital items are available on this land and which will need checking to make sure that they do not overlap with the obligations of the undertakings. Please contact Natural England before applying for an item that requires checking.

Code	Capital Item	
BN5	Hedgerow laying	Needs checking
BN6	Hedgerow coppicing	Needs checking
BN7	Hedgerow gapping-up	Needs checking
TE1	Planting standard hedgerow tree	eligible
BN10	Hedgerow supplement – top binding & staking	eligible
BN1	Stone-faced bank repair	Needs checking
BN2	Stone-faced bank restoration	Needs checking
BN13	Stone wall supplement – top wiring	eligible
BN14	Stone wall supplement – stone from quarry	eligible
BN12	Stone wall restoration	Needs checking
BN4	Earth bank restoration	Needs checking
BN8	Hedgerow Supplement - Casting up	Needs checking

3. Getting consent

Applicants need to check each capital item they are applying for to see if any consents are needed. Applicants should ensure they have all relevant consents, permissions, exemptions and any written advice. H&B agreements will not be offered if these are not provided where required. Please see section 8 for agreement conditions.

3.1 Planning Consent

Applicants can get informal advice on whether a proposal needs planning consent from the local planning authority. There is also general guidance on planning available at planningguidance.communities.gov.uk.

3.2 Other consents

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

Examples of areas where consent is likely to be needed includes where the work affects:

- Protected species (as defined by the Wildlife & Countryside Act 1981);
- Registered Parkland;
- Registered Battlefield;
- Watercourse or Highway; or
- Areas subject to a Tree Preservation Order – a licence may be required for any changes to trees and hedges.

3.3 Other Considerations

While not a condition of this grant, 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; or
- breach their cross compliance requirements in relation to any other existing commitments they hold, where applicable e.g. if claiming BPS payments.

3.4 Making a permanent field boundary change

An Applicant who thinks they may be making a permanent change to a boundary must notify the RPA before entering into an H&B Agreement. An Applicant who is restoring an existing boundary will not need to notify the RPA.

4. How to apply

All Applicants must register themselves on **Rural Payments** (www.gov.uk/guidance/register-for-rural-payments) before applying for this grant. They will receive a customer registration number (CRN) once registered.

All land parcels benefiting from this grant must be registered on the Rural Land Register (**RLR**). This is a condition of the H&B agreement. Please see section 8 for agreement conditions.

Applicants who are new to schemes being paid through RPA will also be given a SBI and vendor number.

4.1 Prepare a map to accompany the application

You must complete your map to a minimum standard. Please see 'How to Complete the H&B Grant Application Form'.

4.2 Authorising an agent

Applicants can complete the application and claim forms themselves, or they can authorise an agent to do it for them. Please use the agent authorisation form if you wish to use an agent.

4.3 Complete and submit the application

Applicants must complete the application form and attach:

- any relevant consents, permissions, exemptions or any written advice;
- the application map as at section 4.1;
- Photographic evidence, as detailed below.

Photographic evidence

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

Application stage

Take a 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 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. In some cases photographs taken during the works will also be required. Agreement Holders should follow individual capital item guidance.

Photographic evidence quality and labelling

Detailed guidance can be found at: www.gov.uk/government/publications/countryside-stewardship-record-keeping-and-inspection-requirements

The photographs should identify the hedge/wall and provide sufficient evidence that the works have been delivered to the required standard. Paper or digital photographs are acceptable.

Printed photographs must be submitted on photographic paper and be no smaller than 15 cm x 10 cm.

On the reverse write the Ordnance Survey (OS) map sheet reference and National Grid reference for the field parcel, the implemented capital item code, date and Agreement Holder name.

Digital images should not be smaller than 600 x 400 pixels and ideally the image file size no larger than 400 KB.

Images submitted by email should be supplied as JPEG files.

Label digital images. For example, for 'baseline and completed' photographs for hedge laying, the image should be labelled as XX12345678_BN5_1 and XX12345678_BN5_2.

Before submitting an application:

- Read the declaration, undertakings and warning carefully
- Read the Countryside Stewardship terms and conditions carefully
- Sign and enter your name in block letters, your capacity (e.g. sole trader, company director, agent etc.) and the date of your signature.

The party/parties that sign the application must have full authority and capacity to represent and bind the Applicant to the H&B Agreement.

If the Applicant is a partnership and the partners have not appointed an Application Submission Agent on the application form, or have not appointed one authorised representative to act on behalf of each of the partners, all partners must sign the application form.

Ensure any counter signatory's e.g. landlords declarations, undertakings and signature(s) are provided (if applicable).

Submit the completed application to the Natural England Technical Services site dealing with the county your application relates to – see Annex A.

It is recommended that proof of postage is obtained for these and any other documents sent to Natural England. Retain a copy of the completed application form 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 A.

5. Choosing capital items

Applicants can claim only for the capital items shown in the table below. (These capital items are the same as those already available for Mid Tier and Higher Tier Countryside Stewardship agreements.) A full description of each item can be found on the Countryside Stewardship Grants Finder Tool (www.gov.uk/countryside-stewardship-grants).

Code	Capital Item	£ Payment Rate
BN5	Hedgerow laying	9.4/m
BN6	Hedgerow coppicing	4.0/m
BN7	Hedgerow gapping-up	9.5/m
BN8	Hedgerow Supplement – Casting up	3.0/m
BN10	Hedgerow supplement – top binding & staking	3.4/m
TE1	Planting standard hedgerow tree	8.8 per tree
BN4	Earth bank restoration	7.0/m
BN1	Stone-faced bank repair	31.0/m
BN2	Stone-faced bank restoration	86.0/m
BN12	Stone wall restoration	25.0/m
BN13	Stone wall supplement – top wiring	3.6/m
BN14	Stone wall supplement – stone from quarry	44.0/m

No supplement can be applied for without its associated capital item as follows:

BN8 – can only be used on BN5 and BN6

BN10 – can only be used with BN5

BN13 – can only be used with BN12

BN14 – can only be used with BN12

6. After applying

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

- the eligibility requirements at section 2 have been met and any necessary consents as referred to at section 3 have been supplied;
- all the necessary details have been entered on the application form; and
- the map has been completed.

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

All applications will be checked, scored and then ranked. The highest scoring applications will be offered a grant, subject to budget availability. Offers by way of an agreement offer letter will be made from July 2016. The Agreement Start Date will be set out in the agreement documentation contained with the agreement offer letter. Unsuccessful Applicants will also be notified. Successful Applicants will be sent 2 copies of the 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 the offer will be withdrawn.

An Applicant who has entered into a H&B Agreement by accepting the offer (an "**Agreement Holder**") cannot modify, extend or amend the H&B 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.

6.1 Agreement Management

Work can start on or after the Agreement Start Date. Invoices for materials or works must be retained for inspection for 7 years from the end of the H&B Agreement. These must be dated on or after the Agreement Start Date. Claims will be rejected and won't 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 2016 agreements:

- capital works must be completed within 2 years from the Agreement Start Date;
- all claims for payment must be received by no later than 3 months after the end of the agreement. Claims after this date will not be accepted.

Agreement Holders using own labour for construction of work

Agreement Holders can use their own labour for the construction of their works. They will need to prepare time sheets showing:

- the hourly rate for their labour or farm employee's labour;
- the number of hours worked;
- what work has been undertaken;
- the date the work was undertaken; and
- where applicable, signed by the employee and employer.

These records must be kept and produced on request. They don't need to be submitted with a claim.

Contractors can also be used for the capital works. See section 7 of this document and section 7.1 of the Countryside Stewardship Manual for further details.

7. Making a claim for payment

Agreement Holders can submit a claim for reimbursement at any time of the year provided the approved work has been completed in accordance with the terms of the H&B 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, you must pay them before you claim from Natural England. Valid claims will be paid within 2 months of receipt.

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 4.4 above on photographic evidence and the individual option requirements at www.gov.uk/countryside-stewardship-grants. Natural England must receive the claim and supporting information, including photos, within 3 months of the end of the agreement. Late claims will be rejected.

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

Once the final payment has been made the H&B Agreement is 'closed'. The Agreement Holder/landlord as appropriate must however retain the items to the condition and specification for which the aid was granted for 5 years from the Agreement Start Date (see section 1.1 above). This is a condition of the H&B agreement. Please see section 8 for agreement conditions.

8. Agreement conditions

Agreement Holders can't change or amend their agreement after they've been offered a grant. Agreement Holders must meet all of the following conditions:

- ensure capital works are located where they were identified on the map submitted with the application;
- ensure capital works are completed to the standard and timescale set out in the agreement;
- comply with any written permits or consents, if necessary (CS terms and conditions);
- ensure all land parcels benefiting from this grant are registered on the Rural Land Register;
- retain the items to the condition and specification for which the aid was granted for 5 years from the Agreement Start Date;
- follow the relevant clauses of the Countryside Stewardship Terms and Conditions.

8.1 Record keeping

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

8.2 Breaches of Agreement

Agreement Holders will be in breach of their agreement if they don't comply with the H&B Agreement's conditions (see section 8 and below) or do not meet the eligibility criteria (see Section 2). This could result in the non-payment of claims or recovery of some or the entire grant payable or already paid (possibly with interest and penalties) under the scheme.

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 the rules under this scheme if they do not comply with certain statutory requirements. Some of the breaches most relevant to this grant being if Agreement Holders:

- deliberately withhold any required information, refuse to allow access by Natural England or their appointed representative to the land on notice;
- deliberately fail to be available or to accompany a Natural England 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;
- don't retain evidence of the costs incurred for 7 years from the end of the Agreement;
- disturb wildlife habitats of protected species, e.g. great-crested newts and bats;

8.3 Site Visits

Site visits are carried out in order to monitor Agreement Holders' compliance with the rules governing their agreements and the success of Countryside Stewardship 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. Further information on scheme inspection and monitoring is included in the scheme evidence requirements document, which will be made available shortly on GOV.UK.

8.4 Reductions & 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.

Section 8.6 of the Countryside Stewardship Scheme Manual (www.gov.uk/government/publications/countryside-stewardship-manual-and-grants-1-january-2016-agreements) 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.

8.5 Change of ownership

H&B Agreements are not transferable. If all or part of the land under a H&B Agreement is sold or let to another party, the H&B Agreement will be terminated on those parcels and the Agreement Holder may be required to repay all or part of the grant payments received.

8.6 Exceptional circumstances and 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'll need to give evidence to show:

- what has happened;
- how the event meant they couldn't 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 H&B 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 it is unlikely to fall under the force majeure or exceptional circumstances provisions.

8.7 How to appeal

Please see section 8.7 of the Countryside Stewardship Manual.

8.8 How to complain

Find more about Natural England's complaints procedure at www.gov.uk/government/organisations/natural-england/about/complaints-procedure

8.9 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).

Annex A: Contact details for Hedgerow and Boundaries Grants applications

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: 0300 060 1114*

Fax: 0300 060 1124

Email: ts.cambridge@naturalengland.org.uk

East Midlands

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

Natural England, PO Box 10276, Nottingham NG2 9PD

Tel: 0300 060 1111*

Fax: 0300 060 1121

Email: 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: 0300 060 1117*

Fax: 0300 060 1127

Email: ts.newcastle@naturalengland.org.uk

North West

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

Natural England, PO Box 380, Crewe CW1 6YH

Tel: 0300 060 1113*

Fax: 0300 060 1123

Email: 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: 0300 060 1112*

Fax: 0300 060 1122

Email: 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: 0300 060 1118*

Fax: 0300 060 1128

Email: ts.bristol@naturalengland.org.uk

West Midlands

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

Natural England, PO Box 530, Worcester WR5 2WZ

Tel: 0300 060 1115*

Fax: 0300 060 1125

Email: 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: 0300 060 1116*

Fax: 0300 060 1126

Email: ts.leeds@naturalengland.org.uk



Department
for Environment
Food & Rural Affairs



The European
Agricultural Fund for
Rural Development:
Europe investing in
rural areas



Natural England is here to secure a healthy natural environment for people to enjoy, where wildlife is protected and England's traditional landscapes are safeguarded for future generations.

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