



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



# Countryside Stewardship:

## Hedgerows and Boundaries Grant Manual

Applies to all 2017 agreements

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# 1 Introduction

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

## **Mandatory elements of the Hedgerows and Boundaries 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 sections of this Manual that contain mandatory text are:

- chapter 2: Scheme overview;
- chapter 3: 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

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 3, 6 and 7.

This grant is a standalone capital grant available under Countryside Stewardship. The Countryside Stewardship Terms and Conditions found at Annex 1 apply to this grant.

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

The Government has confirmed that it will guarantee funding for Countryside Stewardship grants if these are agreed and signed before the UK's departure from the EU, even if the grant agreements continue after we have left the EU, subject to meeting the following conditions:

- they are good value for money; and
- they are in line with domestic strategic priorities.

Countryside Stewardship is closely aligned to Defra's strategic priorities. It is one of the main mechanisms for delivery of Defra's Strategic Objective of 'a cleaner, healthier environment, benefiting people and the economy'. It also supports the strategic vision for the 25 year Environment Plan "For our country to be the healthiest, most beautiful place in the world to live, work and bring up a family".

Countryside Stewardship also contributes to the Defra Single Departmental Plan, through delivering the following objectives:

- increased biodiversity, improved habitat and expanded woodland areas;
- cleaner water and sustainable usage;
- productive land and soils; and
- UK better protected against flooding and coastal erosion.

Countryside Stewardship is the principle means by which the Government aims to meet its manifesto commitments to spend £3 billion of CAP funding on protecting and improving the countryside and planting another 11 million trees by 2020.

Applications can be submitted from 1 February 2017 and must be received by Natural England on or before 28 April 2017. 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 or other land managers, businesses and public bodies who are applying for this grant 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 Natural England.

Applications can be made for a Countryside Stewardship multi-year Mid or Higher Tier agreement by those who already have a Hedgerows and Boundaries Agreement but the application must be on different land parcels to the Hedgerows and Boundaries Agreement.

**Agreement Holders must complete the capital works and submit an eligible claim by 31 December 2018**

## 2.1 Capital items available

The twelve capital items that can be applied for under this grant are shown below:

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

## 2.2 Agreement period

Once the final payment has been made, another application can be submitted on the land parcel for the next available grant round.

Agreements will run for a maximum of 2 years

**Agreement Holders must complete the capital works and submit an eligible claim by 31 December 2018.**

In addition, any capital items funded through this scheme must be retained in the condition and to the specification set out in the Agreement for 5 years from the Agreement Start Date.

Sections 3.2.2 and 3.2.3 below set out how this 'durability requirement' applies to landlords and tenants.

## 2.3 How applications are selected

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

Please refer to the Annex 2 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 (ELS) or English Woodland Grant Scheme (EWGS);
- has applied for specific hedgerow and wall items rather than earth banks;
- has applied for at least £1,000 of capital works;
- is a member of a Countryside Stewardship Facilitation Funded Group ([www.gov.uk/government/collections/countryside-stewardship-facilitation-funding](http://www.gov.uk/government/collections/countryside-stewardship-facilitation-funding)).

## 2.4 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 and tenancy agreements;
- any works on a Site of Special Scientific Interest or Scheduled Monument (including any works on the boundary of these sites);
- any works within the curtilage of the farm e.g. walls in the farmyard; or
- any works on common land.

## 2.5 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).

## 3 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 2, 6 and 7.

### 3.1 Eligible Land

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

Applications can only be made by those whose:

- land parcels in their application will be under their management control for a minimum of 2 years from the Agreement Start Date; and
- land parcel will not, on the start date of the agreement, be in a:
  - Mid Tier Countryside Stewardship agreement;
  - Higher Tier Countryside Stewardship agreement;
  - Hedgerows and Boundaries Grant Countryside Stewardship agreement;
  - Upland ELS (UELS) agreement; or
  - Higher Level Stewardship agreement.

Land Managers with the following agreements are eligible to apply provided the works within the Hedgerows and Boundaries Agreement are not already subject to another obligation:

- existing EWGS Agreement Holders; and
- existing ELS Agreement Holders.

The list of land that is not eligible for schemes under Countryside Stewardship can be found at section 3.1.2 below.

#### 3.1.2 Ineligible land

The following land is ineligible for the scheme and must be excluded from an application:

- land subject to Upland ELS and Higher Level Stewardship (HLS);
- boundaries that are already subject to another scheme (see section 3.3);
- any boundaries entered into the scheme which are not entirely within England. Parcels that are either partly or entirely within Scotland or Wales are not eligible for Countryside Stewardship;

- boundaries where the applicant does not have management control for the period of the agreement and is unable to have an application countersigned by the landowner (see section 3.2.2); and
- Common land and shared grazing.

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

## 3.2 Management Control

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

### 3.2.1 Partnerships

All partners of the farm business, or their agents, must sign the application form unless one person is authorised to act as their representative.

### 3.2.2 Tenants

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

- control of all the activities needed to meet the scheme requirements for the chosen capital items;
- management control of all the agreement land for the duration of any commitments; and
- security of tenure for the full period of the agreement (2 years from the Start Date). Tenants without this minimum period of tenure are not eligible.

Tenants must have the agreement of their landlord or the landowner before they apply. The applicant must ensure that entering into an Agreement will not breach the conditions of their tenancy.

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 Countryside Stewardship in their own name must have agreement from the landlord or landowner before they apply. As a minimum, tenants must have security of tenure for at least 2 years from the Agreement Start Date (ie the agreement period). Additionally, if a tenant does not have control over the Agreement Land (as defined in the Countryside Stewardship terms and conditions) and the activities taking place on it for the full five years from the Agreement Start Date (ie to include the durability period) the landlord must complete a Land Ownership and Control Form to confirm they will take over the durability requirement for any remaining durability period (see Section 2.2).

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.

### 3.2.3 Landlords

Provided landlords can demonstrate that 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 3.2.6 about 'dual use').

As the Agreement Holder, landlords must give their tenant a copy of the Countryside Stewardship agreement. Landlords may be required to provide evidence, if requested, that they have given the tenant a copy of the agreement. It is the landlord's responsibility to make sure that any tenant does not breach the terms of the agreement.

### 3.2.4 Land owned by public bodies

Countryside Stewardship cannot pay for any environmental management that is already required through:

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

This means that Crown bodies and non-departmental public bodies (NDPBs) are not eligible for the scheme. This includes those that are Trading Funds or that otherwise do not receive funding direct from the Exchequer. Crown bodies include all government departments and their executive agencies. These include, for example, the:

- the Ministry of Defence;
- the 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; 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.

Landowner	Eligibility	Comments
Government departments, executive agencies and NDPBs (e.g. Ministry of Defence, Forestry Commission)	Ineligible	
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 and durability period, as the public body cannot countersign the agreement.

### 3.2.5 Licensees

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

## 3.3 Farms receiving other funding or under other agreements or obligations

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, the most frequently occurring of which are listed below.

- Environmental Stewardship;
- Countryside Stewardship;
- Farming and Forestry Improvement Scheme;
- Woodland Grant schemes;
- Farming Recovery Fund; or
- 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.

### 3.3.1 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	
BN1	Stone-faced bank repair	Needs checking
BN2	Stone-faced bank restoration	Needs checking
BN4	Earth bank restoration	Needs checking
BN5	Hedgerow laying	Needs checking
BN6	Hedgerow coppicing	Needs checking
BN7	Hedgerow gapping-up	Needs checking
BN8	Hedgerow supplement – Casting up	Needs checking
BN10	Hedgerow supplement – top binding & staking	eligible
BN13	Stone wall supplement – top wiring	eligible
BN14	Stone wall supplement – stone from quarry	eligible
BN12	Stone wall restoration	Needs checking
TE1	Planting standard hedgerow tree	eligible

## 4 How to apply

All applicants must register themselves on Rural Payments ([www.gov.uk/guidance/register-for-rural-payments](http://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 requirement of the agreement – see chapter 6.

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

### 4.1 Application methods

Applications can be submitted online, by post or by email.

#### 4.1.1 Online

Online applications can be made using the Rural Payments Service at [www.gov.uk/claim-rural-payments](http://www.gov.uk/claim-rural-payments). The website includes guidance on how to complete the online application process.

Applicants using the online service do not need to complete a Countryside Stewardship Capital Grants Application form or Annex 1 of the application form.

Online applications must be accompanied by a map and supporting documents submitted by post or email.

**The deadline for submitting online applications and the receipt by Natural England of posted maps and supporting documents or emailed documents is 28 April 2017.**

#### 4.1.2 By post or email

Postal and email applications can be made using the Countryside Stewardship Capital Grants Application form and Annex 1 of the application form available at [www.gov.uk/government/collections/countryside-stewardship-forms](http://www.gov.uk/government/collections/countryside-stewardship-forms).

Please note, if you are submitting by email you will need to print out the relevant section(s) and form(s), sign and scan the documents back into your computer.

**The deadline for submitting email applications or the receipt by Natural England of postal applications, posted maps and supporting documents is 28 April 2017.**

## 4.2 Prepare a map to accompany the application

You must complete your map to a minimum standard.

Please see 'How to complete the Countryside Stewardship Capital Grant Application form' at

[www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/581962/cs-cg-how-to-complete-application.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/581962/cs-cg-how-to-complete-application.pdf)

## 4.3 Authorising an agent

Applicants can complete the application and claim forms themselves, or they can authorise an agent to do it for them. Agents can be authorised to submit an online application on behalf of a business by registering on Rural Payments at: [www.gov.uk/rural-payments](http://www.gov.uk/rural-payments). For postal or email applications, please use the agent authorisation form available at [www.gov.uk/government/collections/countryside-stewardship-forms](http://www.gov.uk/government/collections/countryside-stewardship-forms) if you wish to use an agent.

## 4.4 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 as set out in section 6.2.2. Agreements will not be offered if these are not provided where required.

### 4.4.1 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 [www.gov.uk/government/collections/planning-practice-guidance](http://www.gov.uk/government/collections/planning-practice-guidance).

### 4.4.2 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.

### 4.4.3 Other Considerations

While not a requirement 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.

#### 4.4.4 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 Agreement. An applicant who is restoring an existing boundary will not need to notify the RPA.

### 4.5 Complete and submit the application

Postal or email 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 in sections 6.3 to 6.5; and
- if applicable only, a Countryside Stewardship: land ownership and control and/or Countryside Stewardship: authorise an agent forms.

Online applicants must complete the online application process and a Countryside Stewardship: Hedgerows and Boundaries Supporting Information cover sheet (available at [www.gov.uk/government/collections/countryside-stewardship-forms](http://www.gov.uk/government/collections/countryside-stewardship-forms)) and submit to Natural England together with all the necessary supporting documents:

- any relevant consents, permissions, exemptions or any written advice;
- the application map as at section 4.1;
- photographic evidence, as detailed in sections 6.3 to 6.5; and
- if applicable only, a Countryside Stewardship: land ownership and control form

#### 4.5.1 Before submitting an application:

- read the declaration, undertakings and warning carefully;
- carefully read this Countryside Stewardship Manual and the Terms and Conditions at Annex 1; and
- 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.

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).

#### **4.5.2 Submitting an application**

Submit the completed postal or email application or supporting information for an online application to the Natural England Technical Services site dealing with the county your application relates to – see Annex 3.

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.

## 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 and Higher Tier Countryside Stewardship agreements.)

A description and brief requirements for each capital item can be found on the Countryside Stewardship Grants Finder Tool at: [www.gov.uk/countryside-stewardship-grants](http://www.gov.uk/countryside-stewardship-grants).

Code	Capital Item	Payment Rate (£)
BN1	Stone-faced bank repair	£31/m
BN2	Stone-faced bank restoration	£86/m
BN4	Earth bank restoration	£7/m
BN5	Hedgerow laying	£9.40/m
BN6	Hedgerow coppicing	£4/m
BN7	Hedgerow gapping-up	£9.50/m
BN8	Hedgerow supplement – Casting up	£3/m
BN10	Hedgerow supplement – top binding & staking	£3.40/m
BN12	Stone wall restoration	£25/m
BN13	Stone wall supplement – top wiring	£3.60/m
BN14	Stone wall supplement – stone from quarry	£44/m
TE1	Planting standard hedgerow tree	£8.80 per tree

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 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 2, 3 and 7.

## 6.1 Entering into an Agreement

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

- the eligibility requirements in Chapter 3 have been met and any necessary consents and supporting information such as photographic evidence as referred to in Chapters 4 and 6 have been supplied;
- all the necessary details have been entered on the application form; and
- the map has been completed.

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 2017. 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 informed and made an agreement offer.

If applicants wish to accept the agreement offer they must return the signed acceptance declaration to Natural England within 20 working days of receipt of the agreement offer. If successful applicants do not accept their offer in time, the offer will be withdrawn.

An applicant who has entered into an Agreement by accepting the offer cannot modify, extend or amend the Agreement. The offer must be either accepted or declined by the applicant.

## 6.2 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.

## 6.3 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.

### 6.3.1 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, or capital items. This must be submitted with the application form or by the 28 April deadline. 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 section 6.8.

#### 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.

## 6.3.2 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 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.

## 6.4 Photographic evidence

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

### Application stage

Take a dated photograph of the boundary feature where works will take place following the guidance at 6.5 and 6.6. If photographs do not meet the required standard this may delay the application.

### Claim stage

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

## 6.5 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 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 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 feature or capital item exceeds the frame or is not clearly evident from a single photograph;
- to include a significant feature to provide authenticity; ditch, fence, farm building, road, telegraph poles;
- 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
- 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.

## 6.6 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 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 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.

## 6.7 Publicity: requirements

Agreement Holders are required to follow the general guidance on publicity requirements that can be found at [www.gov.uk](http://www.gov.uk).

Under this grant there are no requirements for Agreement Holders to erect a poster, plaque or billboard to publicise the receipt of EU funding.

## 6.8 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.

## 6.9 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 section 7.4 and 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.

### 6.9.1 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.

### **6.9.2 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 capital items. These visits may include record checks.

### **6.9.3 Agreement monitoring visits**

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

### **6.9.4 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 various consequences (see section 7.4).

### **6.9.5 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.

# 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 2, 3 and 6.

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 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 2017 agreements:

- **capital works must be completed and an eligible claim submitted by 31 December 2018.** Claims submitted after this date will not be accepted.

## 7.1 Agreement Holders using own labour for capital work

### 7.1.1 Using own labour to undertake capital works

Agreement Holders can use their own labour for carrying out capital works. They will need to prepare time sheets signed by the employee and employer showing:

- the hourly rate for their labour or a farm employee's labour;
- what work has been undertaken; and
- the date the work was undertaken.

These records must be kept as either paper or electronic records for the period of the agreement and be produced on request, and kept for 7 years from the end of the agreement.

### 7.1.2 Using contractors to undertake capital works

It is permitted to employ contractors to undertake agricultural work on Agreement Land, or to undertake work required under the Countryside Stewardship capital items.

The Agreement Holder must notify the contractor about the agreement and its requirements. It is the Agreement Holder's responsibility to make sure that work carried out by contractors does not breach the terms of their agreement. The Agreement Holder will be liable for any consequences that result from any breaches that the contractor commits on the land.

## 7.2 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 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.

Once the capital works are completed Agreement Holders should contact their local Natural England Technical Services office (see Annex 3) 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 see section 6.3 above on photographic evidence and the individual capital item requirements at [www.gov.uk/countryside-stewardship-grants](http://www.gov.uk/countryside-stewardship-grants). Natural England must receive the claim and supporting information, including photos, by 31 December 2018. Late claims will be rejected.

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

## 7.3 Amendments

Agreement Holders can't change or amend their agreement after they've been offered a grant. 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 capital works are completed to the standard and timescale set out in the Agreement;
- comply with any written permits or consents, if necessary (the Countryside Stewardship 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;
- comply with the Countryside Stewardship Terms and Conditions.

## 7.4 Reductions and Penalties

### 7.4.1 Breaches of Agreement

If Natural England identifies during agreement processing, claim processing, or at inspection that the agreement holder has not met the terms of the agreement, then reclaims or penalties may apply.

If a breach on capital works is more than 10% of the eligible amount claimed (by value), Natural England will apply a penalty equal to the amount of the breach as defined under Article 63 of Regulation 809/2014.

In a case of fraud or severe non-compliance by the agreement holder, Natural England can withhold all RDP support and bar someone from new Countryside Stewardship applications for up to 2 years, as defined under Article 35(5-6) of Regulation 640/2013.

### 7.4.2 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.

### 7.4.3 Interest charges

When Natural England or the RPA act to recover payments already made to the Agreement Holder, interest will be applied. 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 or penalty is being appealed or is otherwise under review.

### 7.4.4 Cross compliance

Agreement Holders in receipt of BPS payments are required to follow cross compliance requirements.

For Agreement Holders not in receipt of BPS and their only agri-environment agreement is the Hedgerows and Boundaries grant, then cross compliance doesn't apply.

### 7.4.5 Refusal or withdrawal of support

In certain scenarios support may be refused or withdrawn in full. These are when Natural England determines that:

- a serious non-compliance by the Applicant / Agreement Holder has occurred;

- the Applicant / Agreement Holder has provided false evidence; or
- the Applicant / Agreement Holder has failed to provide the necessary information due to negligence.

The withdrawal of support may be applied for the calendar year of notification plus the following calendar year. In addition support may be refused for other Rural Development schemes. Applicant / Agreement Holder will be notified and will have the right of appeal against such a decision.

## 7.5 Change of ownership

Agreements are not transferable.

If all or part of the land under a Hedgerows & Boundaries Agreement is sold or let to another party, the 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 Countryside Stewardship, or an Agreement Holder, is unhappy with a decision taken by Natural England in respect of an application or an agreement, the applicant or Agreement Holder can appeal.

### 7.6.1 Appeals process – disagreeing with a decision by Natural England

To appeal against a decision that has already been taken, applicants or Agreement Holders should write to the Technical Services Team at Natural England (contact details are at Annex 3), advising of their wish to appeal and providing details of the reasons. Appeals must be received within 60 days of notification of the decision. The permitted reasons are limited:

- that the decision was based on an error of fact;
- that the decision was wrong in law; or
- that the delivery body made a procedural error.

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. Not all four stages are necessary for all appeals. Some appeals may meet a satisfactory conclusion after the first stage.

#### 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 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, and the applicant or 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 Countryside Stewardship, 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 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)

# Annex 1

## Countryside Stewardship Terms and Conditions (Version 2)

### 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 Grant

**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 WD<sub>1</sub>, the Agreement may not be terminated pursuant to clause 19.3 above before the Option End Date for the WD<sub>1</sub> 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.

## **24 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

# Hedgerows and Boundaries Grant Scoring Process

Applications will be assessed against the following criteria:

High Level Criteria	Criteria	Score	
1. Strategy/Policy	<b>1. Previous Agri-Environment Funding</b> 10 supplementary points available where the holding has previously been in Entry Level Stewardship (ELS) and 5 supplementary points available where the holding has previously been in Higher Level Stewardship (HLS) / England Woodland Grant Scheme (EWGS). Additional points are available also as set out below.		
	One of the principles of the grant is to retain the benefits secured from previous investment in agri-environment schemes. Applications from previous Environmental Stewardship Agreement Holders will score more. Former ELS Agreement Holders will score higher than HLS Agreement Holders on the basis that HLS would have been more environmentally demanding than ELS, have already had access to capital grants.	<b>2016 - 2017</b> ELS HLS/EWGS	50 points 25 points
		<b>2015</b> ELS HLS/EWGS	30 points 15 points
		<b>2014</b> ELS HLS/EWGS	20 points 10 points
	<b>2. Previous HBG Funding</b> Applicants who have not previously received funding under the Hedgerows and Boundaries Grant will score more highly. Applicants looking for larger scale funding would be encouraged to apply for mid or high tier schemes, which have a greater environmental outcome.		Minus 20 points for previous Agreement Holders.

High Level Criteria	Criteria	Score	
<b>2. Value for Money</b>	<b>3. Application Cost</b>		
	Very low value agreements are more expensive to administer in relation to environmental benefit. High value agreements are better funded via multi-annual delivering holistic benefits.	Minus 10 points for applications whose total value is less than £1000 spend.	
<b>3. Environmental Value</b>	<b>4. Size of holding</b>		
	A smaller holding operating within a maximum grant has the potential to deliver a higher intensity of environmental delivery. Applicants who deliver that intensity will score more highly.	Length (m) / Ha	
	<b>5. Applications with hedge and wall options score higher</b>		
	One of the underpinning principles of CS is to enhance connectivity and establish ecological corridors. This allows for an enhanced environmental outcome and arguably greater value for money by linking environmental clusters. In addition the scheme will promote outcomes for pollinators and farm wildlife. Hedgerows are a key environmental feature in this respect and in particular areas are also an important landscape feature as are walls.	BN5 BN6 & 7 TE1 BN12	2 points/m 0.3 points/m 5 points/tree 1 point/m
	<b>6. Applications linked to a group receiving Facilitation Funds</b>		
The scheme is looking to promote greater cooperation as a means to secure landscape scale outcomes. Applications from land managers that are linked to a group under a facilitation agreement would score more points.	10 points		

## Annex 3

# Contact details for Hedgerows 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: 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)



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