



The European Agricultural Fund  
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# Countryside Stewardship Manual:

## Woodland Management Plan Grant

Applies to Woodland Management Plan agreements commencing  
between 1 January 2017 and 1 March 2018

Revised August 2017

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# Introduction

This Manual provides the information needed to apply for the Woodland Management Plan capital item PA3 (“the Woodland Management Plan Grant”): [www.gov.uk/countryside-stewardship-grants/woodland-management-plan-pa3](http://www.gov.uk/countryside-stewardship-grants/woodland-management-plan-pa3)) and additional requirements and processes which must be followed. This is a capital grant which is part of Countryside Stewardship (CS) (“the Scheme”). Eligible applicants who apply for a Woodland Management Plan using capital item PA3 will be offered a CS capital agreement.

A Countryside Stewardship capital agreement will comprise:

- 1 the Scheme Terms and Conditions at Annex 1; and
- 2 the Agreement Document (which sets out details specific to the individual Agreement Holder).

The Terms and Conditions specify that Agreement Holders must comply with the mandatory elements of this Manual as a condition of receiving the Grant (the sum to be paid to the Agreement Holder under the Agreement). The sections of this Manual that contain mandatory text are identified in the table below.

| Chapter   | Guidance (process) or Mandatory (legally binding) |
|---|---|
| Chapter 1: Overview   | Guidance  |
| Chapter 2: How it works   | Guidance  |
| Chapter 3: Who can apply  | <b>Mandatory</b>                                  |
| Chapter 4: How to apply   | Guidance  |
| Chapter 5: Scheme requirements, procedures and agreement management | <b>Mandatory</b>                                  |
| Annex 1: Agreement T&Cs   | <b>Mandatory</b>                                  |
| Annex 2: Woodland Management Plan Technical Guidance                | Guidance  |
| Annex 3: Contact details for Grant applications                     | Guidance  |

# 1 Scheme overview

## 1.1 Countryside Stewardship priorities

Countryside Stewardship provides incentives for land managers to look after their environment. The Scheme is open to all eligible farmers, woodland owners, foresters and other land managers through both a competitive and non-competitive application process. The application process for Woodland Management Plan support is non-competitive.

The main priority for Countryside Stewardship is to protect and enhance the natural environment, in particular the diversity of wildlife (biodiversity) and water quality. Other outcomes include:

- woodland improvement;
- flood management;
- the historic environment;
- landscape character;
- genetic conservation; and
- educational access.

## 1.2 Organisations delivering and funding the Scheme

The Scheme is jointly delivered by Natural England, Forestry Commission England and the Rural Payments Agency (RPA) on behalf of Defra. All supporting Scheme guidance material can be found 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).

The Scheme supersedes the following Schemes which are now closed to new applications:

- Environmental Stewardship (ES) including organic and upland strands;
- the English Woodland Grant Scheme (EWGS); and
- Capital Grant Scheme (CGS) from the Catchment Sensitive Farming (CSF) programme.

## 1.3 Countryside Stewardship elements

There are three main elements within Countryside Stewardship:

- **Mid Tier:** multi-year agreements for environmental improvements in the wider countryside, including multi-year options and capital items;
- **Higher Tier:** multi-year agreements for environmentally significant sites, commons and woodlands where more complex management requires support from Natural England or the Forestry Commission, including management options and capital items; and
- **Capital Grants:** a range of 2 year grants for hedgerows and boundaries, developing implementation plans, feasibility studies, creating woodland management plans, woodland creation (establishment), and tree health.

For land managers interested in other elements of the Scheme please refer to GOV.UK to access the following information:

- CS: Higher Tier Manual at:  
[www.gov.uk/government/publications/countryside-stewardship-higher-tier-manual](http://www.gov.uk/government/publications/countryside-stewardship-higher-tier-manual)
- CS: Mid Tier Manual at:  
[www.gov.uk/government/publications/countryside-stewardship-mid-tier-including-water-quality-capital-items-manual](http://www.gov.uk/government/publications/countryside-stewardship-mid-tier-including-water-quality-capital-items-manual)
- CS: Hedgerows and Boundaries Grant Manual at:  
<http://www.gov.uk/government/publications/countryside-stewardship-hedgerows-and-boundaries-grant-manual-2017>
- CS: Woodland Creation Grant Manual at:  
[www.gov.uk/government/collections/countryside-stewardship-woodland-support](http://www.gov.uk/government/collections/countryside-stewardship-woodland-support)
- Facilitation Fund Manual at:  
[www.gov.uk/government/publications/guide-to-countryside-stewardship-facilitation-fund](http://www.gov.uk/government/publications/guide-to-countryside-stewardship-facilitation-fund)
- Tree Health at:  
[www.gov.uk/government/collections/countryside-stewardship-woodland-support](http://www.gov.uk/government/collections/countryside-stewardship-woodland-support)

## 2 How it works

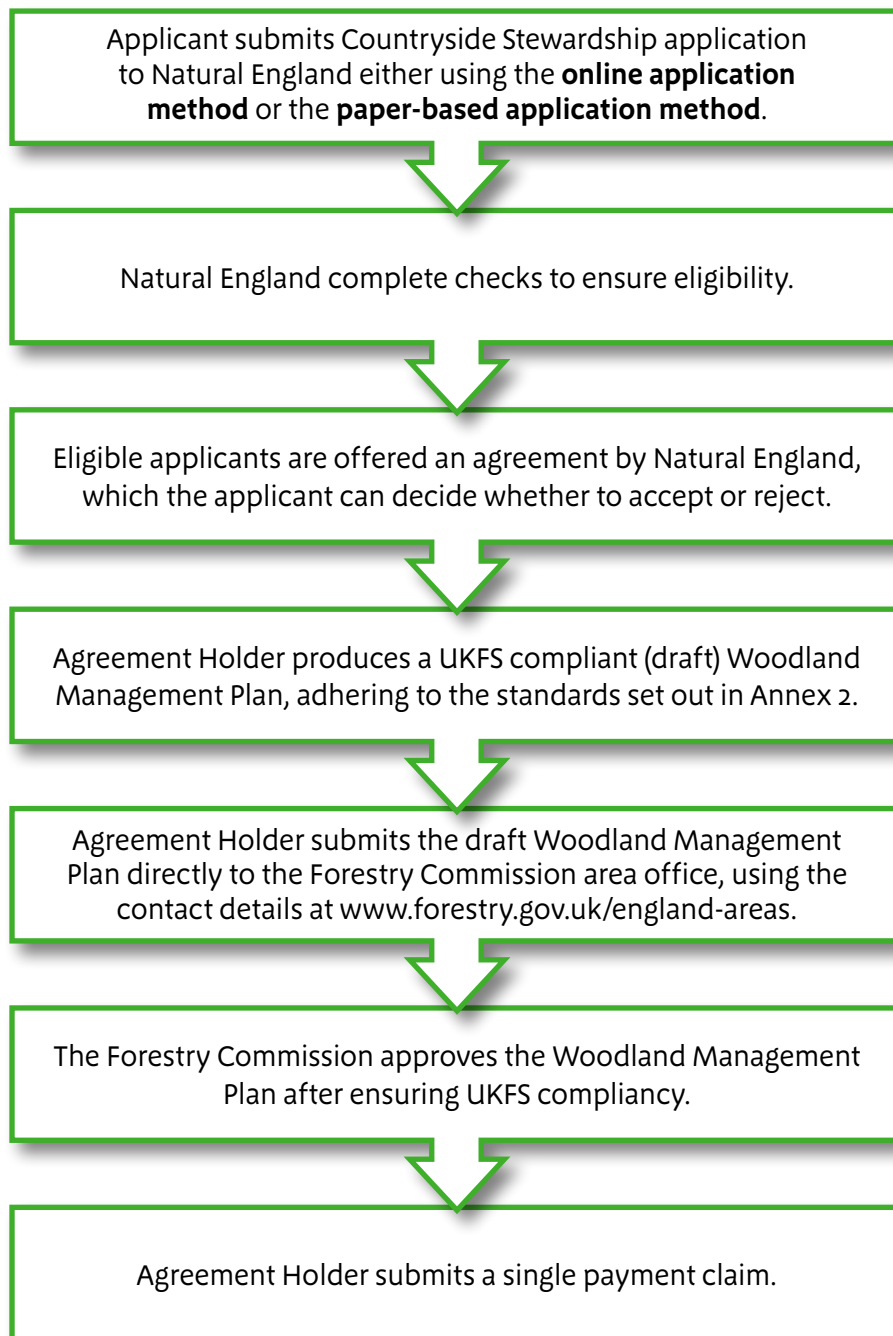
The Woodland Management Plan Grant is a capital grant through which applicants can apply for a one-off payment to create a UK Forestry Standard compliant (UKFS) 10 year Woodland Management Plan.

This chapter details how support for the production of a Woodland Management Plan through Countryside Stewardship works.

The Countryside Stewardship agreement must be applied for and accepted before work on the Woodland Management Plan can start. The Countryside Stewardship agreement is processed through Natural England, and the subsequent Woodland Management Plan is agreed and approved through the Forestry Commission.

The flowchart below shows the process from application to claim.

## 2.1 Woodland Management Plan Grant application process (through capital item PA3)



Applicants can apply for a Woodland Management Plan Grant using the Countryside Stewardship capital item PA3 ([www.gov.uk/countryside-stewardship-grants/woodland-management-plan-pa3](http://www.gov.uk/countryside-stewardship-grants/woodland-management-plan-pa3)).

The Woodland Management Plan must cover all woodland on the applicant's holding and be created on the Forestry Commission Woodland Management Plan template ([www.forestry.gov.uk/forestry/infd-9bmjwe](http://www.forestry.gov.uk/forestry/infd-9bmjwe)) to be eligible for support, and to ensure value for money.



## 2.2 What are Woodland Management Plans?

In order to be approved, a Woodland Management Plan will need to be fully UK Forestry Standard compliant and must set out management intentions for a minimum of 10 years. Technical guidance on the production and content of a Woodland Management Plan is covered in Annex 2.

The presence of a Woodland Management Plan approved by the Forestry Commission is a mandatory requirement prior to applying for woodland support under the Higher Tier (e.g. Woodland Improvement WD2 and/or woodland improvement capital items). The capital grant referred to in this Manual provides support for the production of this plan. Bringing more woodlands into management is a government objective.

## 2.3 Scoring

Grant applications for the creation of Woodland Management Plans are non-competitive and not subject to scoring. As long as the applicant is eligible to apply for this grant (see chapter 3), they will be offered an agreement.

## 2.4 Payment rates

The payment rate for the capital item Woodland Management Plan (PA3) is as follows:

| Total area of woodland | Payment                                  |
|------------------------|--|
| 3ha – 50ha             | Flat rate £1000                          |
| 51ha – 100ha           | £20 per ha                               |
| Over 100 ha            | £2000 + £10 per additional ha over 100ha |

The amount paid will be calculated on the entire area of woodland on the holding and can include up to 20% newly planted woodland (this means woodland that is under ten years old at the time of application). Anything over 20% will be deducted from the total area for payment but must still be covered in the Woodland Management Plan.

Applicants cannot apply for grant for a Woodland Management Plan on land which already has an associated Forestry Commission approved Woodland Management Plan.

If any land has a pre-existing Forestry Commission approved Woodland Management Plan but a change in circumstances require a new one to be written the applicant should contact their Forestry Commission area office to discuss their eligibility prior to application. These payment rates and conditions are to ensure value for money.

## 2.5 When to apply

Applicants can submit Woodland Management Plan Grant applications to Natural England Technical Services at any time of the year. See section 4.5 for details on how to submit an application. Once eligible applicants have been offered and accepted their Woodland Management Plan agreement, a draft plan will need to be produced by the Agreement Holder or their agent. This plan must adhere to the standards and procedures set out in Annex 2.

## 2.6 Agreement duration

Once the capital agreement has been validly accepted, the Agreement Holder will have two calendar years from the start of the agreement to create the Woodland Management Plan and secure Forestry Commission approval. For example, an agreement that starts on **1 June 2017** will have two full calendar years (Agreement End Date **31 May 2019**) to create the Woodland Management Plan and secure Forestry Commission approval (including any associated felling approval). Please note that in order to secure Forestry Commission approval within this timeframe, applicants are recommended to submit their draft Woodland Management Plan to the Forestry Commission within the first calendar year of their agreement. Woodland Management Plans received after this time cannot be guaranteed to gain approval within the 2 year period. More information will be outlined in the agreement offer letter.

Please note that this agreement duration is for the submission and approval of a Woodland Management Plan and subsequent claim; not for the duration of the work detailed in the Woodland Management Plan itself.

## 2.7 Payment claims

Payment for the Woodland Management Plans must be claimed in a single payment claim, submitted within three months following the Agreement End Date. Therefore, in the example given above (Agreement Start Date of 1 June 2017), the claim would have to be received by Natural England by **31 August 2019**.

Further information on payment claims is given in chapter 5.

## 2.8 What the grant cannot pay for

To ensure value for money, the Woodland Management Plan Grant cannot be used to pay for the cost of:

- a Woodland Management Plan on land that already has a plan approved by the Forestry Commission (except if circumstances have changed that require a new one to be written – please speak with the Forestry Commission to ensure eligibility)
- planning application fees or other transactional fees; or
- meeting legal requirements, including planning conditions.

# 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 Chapter 5.**

Countryside Stewardship capital grants are open to all of the following land managers:

- owner occupiers;
- tenants (including farmers who may have an agreement with the land owner labelled as a licence but who in practice have wider land management responsibilities);
- landlords; and
- licensors.

## 3.1 Eligible land

### 3.1.1 What land can be entered into the Woodland Management Plan application

**Support to create a Woodland Management Plan through Countryside Stewardship is only available on woodlands that have a total area larger than 3ha in area, with a minimum woodland block size of 0.5ha.**

The following eligibility criteria apply to applications for Woodland Management Plan support only:

- All woodland on an applicant's holding must be included in the Woodland Management Plan to be eligible for support.
- To be eligible for payment for a Woodland Management Plan the land must be woodland, defined as an area of land being a minimum of 0.5 ha and minimum width of 20 metres under stands of trees with, or with the potential to achieve, a height of 5 metres and crown cover of more than 20% of the ground.
- Internal open space shall be limited to 20% of the total woodland area (in exceptional and fully justified cases this may be increased to 30%). Open space may include forest tracks, rides, wayleaves and other permanent open areas but should be managed as an integral part of the woodland environment.
- The amount paid will be calculated on the entire area of woodland on the property and can include up to 20% newly planted woodland (under ten years old at the time of application). Anything over 20% will be deducted from the total area for payment but must still be covered in the Woodland Management Plan.

### 3.1.2 Ineligible land

The following land is ineligible for a Woodland Management Plan Grant application and must be excluded from an application:

- land that does not meet the definition of a woodland, as set out in 3.1.1;
- developed land and hard standing (including permanent caravan sites and areas used for permanent storage);
- land that is already subject to another obligation which is incompatible with Countryside Stewardship;
- any land parcels 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; and
- land over which the applicant does not have management control for the duration of the agreement and the applicant is unable to have an application countersigned by the landowner (see section 3.2).

## 3.2 Management control: eligibility and Scheme rules

Applicants must have control of all the land upon which the Woodland Management Plan is proposed.

If an applicant does not have management control of the land they must obtain the written consent of all other parties who have management control of the land for the entire duration of the capital agreement.

### 3.2.1 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.

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

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.

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.

### 3.2.2 Tenants

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

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

- management control of all the agreement land for the duration of any commitments (which may extend beyond the agreement period); and

- security of tenure for the full duration of the agreement. If that is not possible, they must obtain the countersignature of their landlord as part of the application. If a countersigned application is not possible on a part of the tenant's land, that particular area of land must be omitted from the application.

### 3.2.3 Partnerships

Business partnerships can apply for Countryside Stewardship. All partners in the farm business, or their agents, must sign the application form. One person can be authorised to act as their representative using the Agent Authorisation procedure (see chapter 4.6).

### 3.2.4 Licensors

If a licensor applies for a Countryside Stewardship agreement, it is the applicant's responsibility to ensure that the licensee does not breach the terms of the Countryside Stewardship agreement.

Applicants must ensure that the licensee is aware of the requirements of the Woodland Management Plan, as relevant to the license, and include these in the license agreement.

### 3.2.5 Land owned by public bodies

If the land is owned or run by a public body, the tenant applying will need to check with their landlord if the land is eligible for Countryside Stewardship.

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.

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.

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

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

### 3.3 Businesses receiving other funding or managing the land under other agreements

The Woodland Management Plan Grant cannot be combined with other sources of public funding to provide the same plan in the same location. The grant cannot be used to produce a Woodland Management Plan which an applicant is required to carry out under other agreements, such as work which is already a requirement of the tenancy agreement or other grant Schemes such as:

- Environmental Stewardship;
- Other grants within Countryside Stewardship;
- Farming and Forestry Improvement Scheme;
- Woodland Grant Schemes;
- Farming Recovery Fund;
- Heritage Lottery Fund; or
- Inheritance Tax Exemption.

Applicants must ensure that any work proposed for this grant does not 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.

## 4 How to apply

This chapter provides applicants with the information required to apply for support to create a Woodland Management Plan through Countryside Stewardship.

### 4.1 Register with Rural Payments

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

Applicants who are new to Schemes being paid through Rural Payments Agency (RPA) will also be given a 'single business identifier' (SBI) and a vendor number.

Agents who are completing capital applications on behalf of applicants also need to be registered on Rural Payments.

Any land parcel included within the woodland upon which support for a Woodland Management Plan is being sought must be registered with the RPA prior to the application being submitted.

### 4.2 Support and guidance

All Scheme guidance material is available on GOV.UK 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).

Natural England will handle all initial Countryside Stewardship enquiries. Contact Natural England by:

- telephone: 0208 026 1089;
- email: [enquiries@naturalengland.org.uk](mailto:enquiries@naturalengland.org.uk); or
- post: Enquiries team, Natural England, Worcestershire County Hall, Spetchley Road, Worcester, WR5 2NP

### 4.3 Getting consent

No consents are required to be provided when making the application for a Woodland Management Plan grant.

However, after the agreement has been accepted and Agreement Holders are working on creating a draft Woodland Management Plan, consents are likely to be required before the Woodland Management Plan can be approved if the work proposed affects certain designated sites (such as Sites of Special Scientific Interest (SSSIs) or Scheduled Monuments). See Annex 2 for more details.

### 4.4 Ensure the Woodland Management Plan covers all woodland present on the Holding

Eligible applications for a Woodland Management Plan must include ALL woodland on the applicant's holding. See chapter 3.1 for more information.

## 4.5 Submitting an application

There are two ways to submit an application for Woodland Management Plan support through Countryside Stewardship:

- online application (via the Rural Payments system); or
- paper application (using the application form at: [www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form](http://www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form)).

A map must also be submitted with the application – see section 4.5.3.

After submission, eligible applicants who accept an agreement offer will have a capital agreement with Natural England, which will be subject to the Countryside Stewardship Terms and Conditions as set out in Annex 1.

**Please note that the draft Woodland Management Plan does not need to be submitted with the Countryside Stewardship application. Work on producing the Woodland Management Plan should only start once the Countryside Stewardship agreement has been validly accepted.**

### 4.5.1 Online application

Applications for a Woodland Management Plan grant can be made online. This is done through the Rural Payments system at [www.ruralpayments.service.gov.uk/](http://www.ruralpayments.service.gov.uk/). The online system already includes the following information, so there is no need for applicants to re-enter these details:

- personal details of the applicant (name, address, etc);
- CRN and SBI; and
- land parcels registered to the SBI.

As well as answering initial eligibility questions, applicants will be required to select the land parcels they would like to include in their Woodland Management Plan application and enter the total area of the woodland requiring support.

Applicants can then click a 'submit' button which is the equivalent of signing an application form. After submitting your application, download the covering letter available from your online account and follow the instructions to submit supporting information - this includes a map for your application.

### 4.5.2 Paper-based system

If the applicant is unable to apply online, or would prefer to use a paper-based system, this is available through application forms hosted online. All application documents must be downloaded, completed and submitted to Natural England by post or email.

A complete Woodland Management Plan Grant application consists of the following documents:

- The Countryside Stewardship capital application form, available online at [www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form](http://www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form)
- The Woodland Management Plan Annex (incorporating all information required to apply



for the Woodland Management Plan), available at [www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form](http://www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form)

- An application map, created according to the standards set out in section 4.5.3 and Annex 2.

Submit the completed application electronically or by post to Natural England. To send electronically, attach all application documents to an email and send to the relevant Natural England Technical Services team, found in Annex 3. This will be the team within the county of the woodland in question, not the applicant's home address. Please put 'CS Woodland Management Plan Grant – SBI' as the email subject, e.g. 'CS Woodland Management Plan Grant – SX12345678'.

If applicants are unable to send their application electronically, they will be accepted via post sent to the relevant Natural England address in Annex 3. It is recommended that applicants obtain proof of postage for any postal applications and any other documents sent to Natural England. Applicants are advised to retain a copy of their completed application form.

### 4.5.3 Prepare a map for your application

A map or maps showing the full area of the woodland upon which the proposed Woodland Management Plan is to be applied for must be provided with a Woodland Management Plan Grant application. The map supplied with the application needs to be clear, legible and meet the standards set out below.

#### How to create a map

The map associated with a Woodland Management Plan application can either be created by the applicant (as long as it meets the standards set out below), or be requested through the Forestry Commission map request service, found at [www.forestry.gov.uk/forestry/inf-d-6d8hxr](http://www.forestry.gov.uk/forestry/inf-d-6d8hxr).

Maps supplied by the applicant should be based on OS based maps and/or Geographical Information System (GIS)-generated digital maps. Maps must be based on a scale of 1:2500 or 1:5000 or for large Schemes 1:10000. The land parcel references and the SBI should be clearly marked on the map.

Please submit your map as a PDF file.

#### Minimum mapping standards

When creating their own agreement map, or when marking up the map received from the Forestry Commission Map Request service, applicants must ensure the following rules are complied with:

- map number (1, 2, 3, etc). Include this map number and also the total number of maps e.g. 1 of 3
- Single Business Identifier (SBI) – consisting of 9 digits; application year; and agreement title (as detailed on the application form), to be written on the top right.
- name of business or applicant – this should be the name (beneficiary) that is registered with the Rural Payments Agency (RPA) for the SBI, to be written on the right hand side
- if there are no numbered OS grid lines a 6 figure OS grid reference for the centre of the map, to be written on the bottom left.
- if a mistake is made do not use correction fluid, strike through the mistake instead.

## 4.6 Agent Authorisation

The process for authorising an agent depends on whether applicants are applying using the online system or the paper-based system.

**Online system:** the applicant can authorise their agent through the online system at [www.ruralpayments.service.gov.uk/](http://www.ruralpayments.service.gov.uk/) to offer delegated access. Once this delegated access is granted, this authorisation will remain for future online applications. Multiple agents can be authorised for a single online account.

**Paper-based system:** an Agent Authorisation Form must be submitted with the application if an agent is to be used. A new agent authorisation form must be used for each application. Applicants who have previously applied for Countryside Stewardship and completed an agent authorisation form must submit one again for this application. The agent authorisation form can be found at [www.gov.uk/government/publications/countryside-stewardship-authorise-an-agent](http://www.gov.uk/government/publications/countryside-stewardship-authorise-an-agent).

## 4.7 After applying

### 4.7.1 Eligible applicants being offered an agreement/agreement acceptance

If applying via the online application method, you will only be able to submit the application successfully if all eligibility requirements have been met. If any eligibility issues are found, the online system will reject the application immediately and give feedback as to why this is the case. Applicants can edit their application and resubmit.

If applying via the paper-based method, Natural England will need to manually carry out eligibility checks. If an application fails any of the checks Natural England will contact the applicant to explain what is wrong and how the failed check(s) can be corrected (if applicable).

Eligible applicants will be offered an agreement by post.

An applicant who has entered into a Woodland Management Plan Agreement by accepting the offer (an “**Agreement Holder**”) cannot modify, extend or amend the Woodland Management Plan Agreement. The offer must be either accepted or declined by the applicant.

The Agreement Start Date will be the first of the month following the agreement offer being validly accepted.

### 4.7.2 Creating a draft Woodland Management Plan

Work on the creation of the Woodland Management Plan can start after the Agreement Start Date. This must be created in line with the technical guidance outlined in Annex 2 and submitted to the Forestry Commission directly. Agreement Holders should use the contact details for their main area office of the Forestry Commission found at: [www.forestry.gov.uk/england-areas](http://www.forestry.gov.uk/england-areas).

**Agreement Holders should ensure that they submit their draft Woodland Management Plans to the Forestry Commission and not Natural England.**

A Forestry Commission Woodland Officer will engage with the Agreement Holder to develop the plan for final approval. The final Woodland Management Plan needs to be approved by the Forestry Commission before the Agreement End Date (see chapter 2.6 for agreement duration).

## 4.8 Critical dates and information for Woodland Management Plan agreements

- the capital work (i.e. the Woodland Management Plan) must be completed and approved within 2 calendar years from the Agreement Start Date. Please note that the year in which the Agreement Start Date falls is included in the first calendar year.
- the single payment claim must be received by no later than three months following the Agreement End Date. Claims after this date will not be accepted.
- a Forestry Commission Woodland Officer must have agreed that the Woodland Management Plan has been created to the correct standards as set out in Annex 2 in order for any claims to be paid. This will include time taken to approve any proposed felling and to obtain any necessary consents.

# 5 Scheme requirements, procedures and 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 Chapter 3.

## 5.1 General Scheme requirements

'Agreement Holder' means the person (whether an individual, a company or other entity) who has entered into the Countryside Stewardship Agreement as identified in the Agreement Document (see the Terms and Conditions – Annex 1)

'Agreement Land' is defined in the Terms and Conditions (Annex 1).

## 5.2 Agreement management

A Countryside Stewardship Agreement comprises the Countryside Stewardship Terms and Conditions (Annex 1) and the Agreement Document (which sets out Agreement Holder-specific details).

## 5.3 Claiming for the Woodland Management Plan

Agreement Holders can submit a payment claim for their approved Woodland Management Plan at any time of the year, provided the following terms are met:

- the Woodland Management Plan has been completed to the standards set out in Annex 2; and
- the single payment claim is received by no later than three months following the Agreement End Date; and
- the Woodland Management Plan (and any associated fellings) have been approved by a Forestry Commission Woodland Officer.

Only one claim can be made, for the full amount. Valid claims will be paid within 2 months of receipt. Late claims will be rejected. Payments will be made directly into the Agreement Holder's bank account by the RPA.

Claims should be made online, using the Rural Payments system, found at at: [www.ruralpayments.service.gov.uk/](http://www.ruralpayments.service.gov.uk/)

Paper copies of claim forms can be requested from NE Technical Services – contacts at Annex 3

## 5.4 Reductions and penalties

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

## 5.5 Over-declaration of expenditure

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

## 5.6 Disputes, appeals and complaints

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

### 5.6.1 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 three 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.

## 5.6.2 Complaints about service

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

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

# Annex 1

## Agreement Terms & Conditions

### PARTIES

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

### BACKGROUND

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

## 1 DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**Payment Claim:** the claim submitted by the Agreement Holder for payment of the 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 WD1, the Agreement may not be terminated pursuant to clause 19.3 above before the Option End Date for the WD1 option.
- 19.5** The Agreement Holder may terminate the Agreement at any time by giving written notice to the Authority. The Agreement Holder understands that in such circumstances it may be required to repay all or part of the Grant and that its obligations under the Agreement shall not cease until such repayment has been made.

- 19.6** If a third party acquires management control of any part of the Agreement Land and is not able or willing to take on the Agreement Holder's obligations under the Agreement, the Authority may terminate the Agreement. In such circumstances the Agreement Holder will not be required to repay the Grant and its obligations under the Agreement will cease as at the date of termination. Further details are set out in the Countryside Stewardship Manual.

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

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

## **21 VARIATION**

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

## **22 SEVERABILITY**

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

## **23 WAIVER**

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

## **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

## Woodland Management Plan Technical Guidance

### Guidance on drafting a Woodland Management Plan

#### Contents:

- Introduction
- Overview
- Steps in securing Forestry Commission approval
- Completing the plan template
- Plan of operations spreadsheet
- Maps
- Amendments to plans after approval

## INTRODUCTION

This guidance is for the preparation of a UK Forestry Standard (UKFS) compliant management plan using the Forestry Commission (FC) template. The template **MUST** be used for any grant-aided plans.

A Woodland Management Plan (WMP) helps woodland owners to review their aspirations alongside the physical characteristics of their wood and identify woodland management operations for the next 10 years or more.

A WMP approved by the Forestry Commission:

- Helps demonstrate that woodland products harvested from your woodland are legally and sustainably sourced (as required by biomass heating systems supported by the Government's Renewable Heat Incentive);
- Is mandatory if you wish to apply for any other woodland related grants under Countryside Stewardship (apart from Woodland Creation/Tree Health);
- Ensures consideration is given to legal requirements associated with designated sites (e.g. SSSIs, Scheduled Ancient Monuments, Tree Preservation Orders, Registered Parks and Gardens), protected species etc; and
- Includes a 10 year felling licence.

## OVERVIEW

If your holding includes 3 hectares or more of woodland Countryside Stewardship includes a grant to help you produce a UK Forestry Standard (UKFS) compliant Woodland Management Plan (WMP).

All woodland on your holding should be included in your plan including recently planted new woodland and small and/or narrow blocks. (NOTE: some smaller areas may not be eligible for grant but for completeness they should be included in the plan).

WMPs supported by Countryside Stewardship **MUST** include:

- 1 plan written on the Forestry Commission WMP template (or the My Forest version which corresponds);
- 2 A plan of operations excel spreadsheet; and
- 3 Annotated maps (see map section of this guidance).

The following guidance details the essential information needed in a UKFS compliant WMP. If this information is not included the FC will be unable to approve your plan.

In many cases woodland owners or agents may wish to provide additional detail. This can be provided in supporting appendices.

The Woodland Management Plan should be a working document that summarises the current woodland resource and details the broad management intentions for a minimum 10 year period. It should include details of felling and restocking and identify any work for which you may be seeking further Countryside Stewardship grants (e.g. rhododendron eradication or deer management). It is not expected that fine operational detail will be included in the plan but, if you choose not to, this should be contained in Operational Site Assessments (OSAs) produced separately prior to undertaking any work in the wood.

If the woodland contains areas that are SSSI a 'Supplementary Notice of Operations' may also be required and you should check with your FC Woodland Officer or Natural England Advisor. Details of your Woodland Officer can be found here: (<http://www.forestry.gov.uk/england-areas>).

The UKFS, supported by a series of guidelines, outlines the context for forestry in the UK, sets out the approach of the UK Government to sustainable forest management, defines standards and provides a basis for regulation and monitoring. Owners and agents should refer to the UKFS when formulating their objectives and writing the plan (<http://www.forestry.gov.uk/ukfs>).

## STEPS IN SECURING FORESTRY COMMISSION APPROVAL

There are several steps in the process of securing approval of your plan. This guidance has been prepared to help you present a draft plan which is UKFS compliant and which the Forestry Commission can review and approve quickly.

Please note it can take time for a management plan to be approved – especially for sites where statutory consultations are required. Engaging with woodland officers and other stakeholders early in the process will help to facilitate quick approval.

**To help speed up approval please ensure this guidance is read and all necessary information is detailed in your draft Woodland Management Plan.**

There are a number of processes that have to be completed during or after production of a plan before a grant **claim** can be made:

- 1 Site visits.** Site visits are crucial in preparing good WMPs. A joint site meeting between the owner and/or agent, any key stakeholders (e.g. Natural England on SSSI sites or Local Planning Authority where a TPO/Conservation Area is present) and the Forestry Commission Woodland Officer is likely to be required. Ideally this takes place prior to submission of the draft plan as it allows open discussion of challenges and opportunities. Effective site meetings benefit from the provision of a simple introduction to the woodland including location maps and background information for all those attending the meeting. Production and submission of the draft WMP shortly after the meeting should avoid the need for a further site visit. Alternatively the Woodland Officer will arrange a site visit after they have received and read the draft plan.
- 2 Stakeholder engagement.** Land managers are encouraged to discuss proposals with local stakeholders such as statutory bodies, gamekeepers and neighbours as they may be able to provide useful information which will improve your plan. Such engagement also helps avoid misunderstandings about woodland management. Further advice is available in FC Operations Note 35 [http://www.forestry.gov.uk/pdf/ONo35V2.oISSUED140227.pdf/\\$FILE/ONo35V2.oISSUED140227.pdf](http://www.forestry.gov.uk/pdf/ONo35V2.oISSUED140227.pdf/$FILE/ONo35V2.oISSUED140227.pdf)
- 3 Formal consents.** The Forestry Commission will formally consult statutory consultees to ensure they endorse the WMP and in sensitive cases may recommend that representatives are included in the site meeting:
  - Natural England where the site includes, or is adjacent to, a SSSI;
  - Historic England where the site includes a Scheduled Ancient Monument or Registered Parks and Gardens; and
  - The Local Planning Authority if the site is covered by a Tree Preservation Order or in a Conservation Area.

Owners and agents may wish to contact representatives of such bodies in advance and/or invite them to the site meeting.

**NB:** Land managers must **always** obtain written consent from Natural England for any operations on SSSI land even when the work will take place as part of an approved woodland management plan. Formal consent is not required for work adjacent to a SSSI but Natural England may wish to advise the land manager to ensure the work does not cause damage to the features of interest.

Owners/agents should also consider the need for consent from the Local Planning Authority, Environment Agency, or others, in respect of infrastructure developments e.g. entrances, loading areas, roads, stream crossings. You must seek these consents directly with the relevant authority (please note: in some cases a fee may be charged).

- 4 Draft plan and felling licence.** A draft plan including maps and the plan of operations (including restocking proposals) must be submitted to the Forestry Commission. Your local Woodland Officer will review the plan to ensure it adheres to the principles of the UKFS. If details are missing your Woodland Officer may request additional information or amendments and a new draft to be sent. When your Woodland Officer is satisfied that the felling and restocking proposals broadly adhere to the UKFS the Forestry Commission will place details of any proposed tree felling (except thinning) on the Public Register for one month prior to processing the felling licence.

- 5 Plan approval.** The plan will be approved on the basis of the criteria detailed in the table below and only when felling permissions have been approved. Your Woodland Officer will inform you when the plan has been approved.

A checklist is included on page 2 of the WMP Plan template to help you ensure that you have met the criteria.

| No. | UKFS Management Plan Criteria   | Minimum Approval Requirements   |
|-----|---|---|
| 1   | <p><b>Plan Objectives</b><br/>Forest management plans should state the objectives of management and set out how the appropriate balance between economic, environmental and social objectives will be achieved.</p>   | <p>Management plan objectives stated.<br/>Consideration given to environmental, economic and social objectives relevant to the vision for the woodland.</p>   |
| 2   | <p><b>Forest context and important features in management strategy</b><br/>Forest management plans should address the forest context and the forest potential and demonstrate how the relevant interests and issues have been considered and addressed.</p>   | <p>Management intentions communicated in section 6 of the management plan are in line with stated objective(s) in section 2.</p> <p><b>Management intentions should take account of:</b></p> <ul style="list-style-type: none"> <li>■ Relevant features and issues identified within the woodland survey (section 4);</li> <li>■ Any potential threats to and opportunities for the woodland identified under woodland protection (section 5); and</li> <li>■ Relevant comments received through stakeholder engagement documented in section 7.</li> </ul> |
| 3   | <p><b>Identification of designations within and surrounding the site</b><br/>In designated areas, for example national parks, particular account should be taken of landscape and other sensitivities in the design of forests and forest infrastructure.</p>   | <p>Survey information (section 4) identifies any designations impacting on woodland management.</p> <p>Management intentions (section 6) have taken account of any designations.</p>  |
| 4   | <p><b>Felling and restocking to improve forest structure and diversity</b><br/>At the time of felling and restocking, the design of existing forests should be re-assessed and any necessary changes made so that they meet UKFS requirements.</p> <p>Forests should be designed to achieve a diverse structure of habitat, species and ages of trees, appropriate to the scale and context.</p> <p>Forests characterised by a lack of diversity due to extensive areas of even-aged trees should be progressively restructured to achieve age class range.</p> | <p>Felling and restocking is consistent with UKFS design principles (for example scale and adjacency).</p> <p>Current diversity (structure, species, age structure) of the woodland has been identified through the survey (section 4).</p> <p>Management intentions aim to improve/maintain current diversity (structure, species, and ages of trees).</p>   |



| No. | UKFS Management Plan Criteria  | Minimum Approval Requirements  |
|-----|--|--|
| 5   | <b>Consultation</b><br>Consultation on management plans and proposals should be carried out according to forestry authority procedures and, where required, the Environmental Impact Assessment Regulations. | Where appropriate consultation is in line with current FC guidance and recorded in section 7. The minimum requirement is for statutory consultation to take place and this will be carried out by the Forestry Commission.<br><br>Plan authors are encouraged to undertake stakeholder engagement (FC Operations Note 35) relevant to the context and setting of the woodland. |
| 6   | <b>Plan Update and Review</b><br>Management of the forest should conform to the plan and the plan should be updated to ensure it is current and relevant.  | 5 year review period stated on the 1st page of the plan. Section 8 completed with one indicator of success per management objective.   |

## COMPLETING THE PLAN TEMPLATE

The plan template and plan of operations spreadsheet can be found here (<http://www.forestry.gov.uk/forestry/infd-9bmjwe>). There are two versions of the full management plan template:

- 1) Macro enabled – suitable for use in Word 2007 onwards but is not suitable for Mac users. This version of the template includes added functionality such as help boxes and drop down lists to assist with completing the template. **Please note some users find the drop down lists and functionality in this version a limitation when completing their plans and prefer the macro disabled version for flexibility.**
- 2) Macro disabled – suitable for all versions of MS Word and Mac users. This version has no drop down lists of functionality but is more flexible for the user.

The template includes several sections that guide owners to consider all the necessary details. If the author of the plan wishes to include additional information that cannot be put into the template sections – or wants to include photographs – these should be submitted as appendices and cross referenced in the plan.

The plan should be a coherent whole which should flow from vision, to objectives and work plan as follows:



The **Vision** details what the owner would like the woodland to be like in the future;

The **Objectives** are how the Vision will be achieved taking account of any economic, environmental and social factors;

The **Management Strategy** is how you will achieve the Objectives to meet the Vision; and

The **Plan of Operations** sets out the work plan that is needed to achieve the Management Strategy, particularly any works that require licences from the Forestry Commission.



## Section 1 Property Details

This section is for basic personal and property details and should be completed with the relevant information. In this section you will be asked to list the maps you are submitting with the plan. Much of the information required in a management plan can be presented on a map and these should be used wherever possible and labelled/named appropriately.

## Section 2 Vision and Objectives

### 2.1 Vision

This section is used to briefly describe your long-term vision for the woodland. For instance, how you want the woodland to look or be used in the future. The vision should be achievable and specific to your woodland and personal objectives. It should be expressed in one or two brief paragraphs only.

### 2.2 Management Objectives

Based on your vision you will need to determine key objectives for woodland management. These should be what you hope to achieve or change within the woodland over a minimum of the next 10 years. Some objectives may reach beyond the term of the plan.

Objectives are a set of specific, quantifiable statements that represent what needs to happen to achieve the long-term vision. For instance they might detail intentions to improve access, biodiversity, recreation or timber sales e.g. 'enhance biodiversity through ride management, glade creation and retention of deadwood' or 'improve resilience to climate change through a programme of thinning and increasing species diversity with enrichment planting' etc.

Each objective should be a brief separate statement of management intent. Basic operational and practical details of how these objectives will be met will be included in later sections of the plan.

Objectives will need to take into account any constraints (including site designations) or threats to the woodland to ensure that they are achievable.

Objectives should not conflict with each other.

## Section 3 Plan Review – Achievements

The Woodland Management Plan is a working document covering a minimum period of 10 years. Work undertaken during that period should be monitored and the plan may be subject to review or revision. If applicable this section can be used to identify achievements made against previous plan objectives.

A five year review of the plan should take place and findings put into this section. Record your achievements against your management strategy as they occur so that there is a clear demonstration of sustainable management through the life of the approved plan. Also note any variations from your plan and why they were necessary. This is likely to be required if being audited against UKFS, UKWAS or the sustainability criteria for Renewable Heat Incentive compliance.

## Section 4 Woodland Survey

### 4.1 Description

Use this section to provide a brief description of your woodland as it is now but not to detail your objectives for the wood or management intentions as these are covered in their own sections of the management plan template. Completing this information will require knowledge of the woodland and its context in the landscape. Maps, photographs and graphs can provide a useful supplement to this section – if used please cross reference them. Photographs should be submitted on a separate annex and not put into the main plan template.

As a minimum requirement the description should consider the following but may have additional detail:

- Geographical location and elevation of the wood;
- Woodland context in the landscape – e.g. is it one woodland block within a larger forest or is it several small woodlands surrounded by agricultural land etc;
- Are there any designations on the woodland – SSSI, Scheduled Ancient Monuments, Registered Parks and Gardens, AONB, TPOs etc;
- What are the principal soil types;
- What are the characteristics of the wood itself. – e.g. is it single species plantation or neglected hazel coppice with oak standards or both;
- Are there any notable features – ponds, veteran trees, wood banks, wayleaves, escarpments etc;
- Are there any protected or rare species;
- What is the management history if known;
- Is there public access; and
- Is there any recreational activity in the woodland.

### 4.2 Information

This section is to identify specific features in, and adjacent to, your woodland. Please ensure you specify 'yes' or 'no' on every row of the table. Where you respond 'yes' to any feature please provide details in the notes section or refer to appendices where applicable – for instance you should specify where the feature is found, when it was surveyed etc.

These features may be things that make your woodland unique or special. Identifying and mapping them can ensure their enhancement or preservation and they should be considered in the later management strategy of the plan (section 6).

**Designations.** You must declare designations as some may require consent by law to undertake your proposed plans. Failure to disclose the designations may result in illegal activity. Designations should be indicated on one of the annotated maps with your plan. If a designation is applicable please provide details in the notes field. Many designations can be checked on line using the Magic Maps service (<http://www.magic.gov.uk/MagicMap.aspx>) or the Forestry Commission's Advanced Land Information Search (<http://www.forestry.gov.uk/forestry/infid-5z9h8t>). To check for TPOs you must contact your Local Planning Authority.

**European protected species (EPS).** These species are protected by law. If you specify 'no' to presence of any of these species but there is suitable habitat on your site you may be asked to outline your reasoning.

Bats are assumed to use all woodlands in England and there may be suitable habitat for other protected species even if they are not known to be present. If you have not surveyed for these species you may be able to get data from your local biodiversity record centre. Otherwise surveys should be completed or, if habitat is suitable, the species should be assumed to be present and good practice guidance must be followed at all times. Good practice guides can be found here: <http://www.forestry.gov.uk/forestry/inf-d-9enc24>. Details of how management for these species will be considered should be summarised in the subsequent management strategy of the plan (section 6).

**Priority Species.** Other priority species may be present in your woods. You can consult target maps - <https://www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities> to locate any species that are known to be in your area which may need bespoke management. If the wood is within a target area for Section 41 or woodland bird assemblages then appropriate management must be considered. This could be the starting point for further discussions with the relevant body that is responsible for protection of those species.

**Historic Environment.** Scheduled Ancient Monuments, Registered Parks and Gardens and Listed Buildings can be viewed on Magic Maps (<http://www.magic.gov.uk/MagicMap.aspx>) or the Forestry Commission's Advanced Land Information Search (<http://www.forestry.gov.uk/forestry/inf-d-5z9h8t>).

Unscheduled monuments might include archaeological features such as wood banks or earthworks. If you identify these in your woodland they should be mapped and considered in the management strategy and Operational Site Assessments to minimise disruption or damage.

Where veteran or future veteran trees are present they should be mapped or a commitment should be made to map these during the lifetime of the plan (at least before work is undertaken which could adversely affect them).

There is an Operations Site Assessment form available from the FC website under 'related pages' on (<http://www.forestry.gov.uk/forestry/inf-d-9bmjwe>) to use if required as a check list to make sure archaeology and other features are correctly considered and recorded.

**Landscape, People and Water.** Landscape features should be considered and mapped where possible.

CROW Access, PRow and permissive access should be mapped as there are regulations that apply to these features.

Water features should be mapped. Always consider how you will work within riparian zones and on slopes adjacent to water courses. Good management will avoid penalties and will help meet Environment Agency (EA) targets for water improvements in your area. Buffers around water courses may exist prohibiting certain management activities and EA guidance should be sought.

### 4.3 Habitat types

Please specify 'yes' or 'no' in each row of the table. Where a habitat type is present please provide location of the habitat. Maps can be used to supplement this section.

### 4.4 Structure

Ensuring woodland has a varied structure in terms of age, species, origin and open space will provide a range of benefits for the biodiversity and resilience of the woodland.

Please complete the table to identify the different structural components in your woodland.

Example:

| Woodland Type<br>(Broadleaf, Conifer,<br>Coppice, Intimate Mix) | Percentage of<br>Mgt Plan Area | Age Structure<br>(even/uneven) | Notes (i.e. understory or natural<br>regeneration present)                    |
|---|--------------------------------|--------------------------------|---|
| Conifer   | 30                             | even                           | Compartments of Norway spruce plantation                                      |
| Native Broadleaf  | 20                             | uneven                         | Areas of ancient woodland principally<br>Oak and Beech high forest            |
| Coppice with standards  | 40                             | uneven                         | Compartments 1-3. Mostly hazel with<br>oak canopy. Hazel in 12 year rotation. |
| Open space  | 10                             | uneven                         | Managed woodland glades in<br>compartments 4 and 5.                           |

*NB: Please ensure that percentages add up to 100!*

## Section 5 Woodland Protection

This section is used to identify the current and potential future threats to your woodland. You must not only consider the threats at the time of planning but also any that may become an issue during the lifetime of the plan.

To assist with the management of these threats this section of the plan template provides a system for establishing risk which helps to inform and prioritise control measures. Woodland protection is split into a number of individually headed sections (plant health, environment, climate change etc). Some of the sections contain a list of potential threats, from which you are expected to assess only those which are relevant to your woodland.

For each potential threat that you have identified you need to establish both the likelihood that the threat is present and also the impact this would have on the woodland. These can then be cross referenced against the risk matrix provided in the management plan template, helping to indicate the overall level of risk and necessity for action. The response to each risk although informed by the risk matrix should not solely state the advised level of action (i.e. monitor, plan for action, action) but instead should elaborate on and describe what you intend to do.

For each threat identified you should specify:

- Its extent or distribution;
- What impact it is likely to have, when and why (for instance if a tree disease is present but not many of the affected species are in the wood then the impact is likely to be low but this reason should be specified); and
- A response to the threat that provides achievable, timebound and practical measures to protect the woodland or facilitate adaptation to impacts.

Simply monitoring a threat is not a sufficient response strategy – you must detail how you will monitor and what measures will be taken if the threat is found to be compromising your objectives, protected features or the UKFS.

There are suggestions provided in each box of potential threats to be considered but you should include those most relevant to your woodland and circumstances – including any others not suggested. Additional boxes can be added if required.

## 5.2 Plant health

Tree diseases are an increasing threat to our woodlands. Ash dieback, *Phytophthora* species, red band needle blight, acute oak decline, chestnut blight and others have all been found to varying extents in England.

Identify species or areas in your woods that are most susceptible and consider your management options should they be infected now or in the future. Planning for the future with consideration for species and structural diversity can improve the resilience of your wood to cope with these impacts. Information on diseases and can be found here: <http://www.forestry.gov.uk/pestsanddiseases>. These pages also contain information about distribution which may help to inform your assessment of the likelihood of presence.

## 5.3 Deer

Deer can be the main reason why woods in England fail to reach good condition so robust information should be included in this section. You should specify if deer are currently present in the woods and if so which species. If not, are they found locally and are they likely to impact in the future? Where is the impact and what is the evidence? What mitigation measures will be taken including culling, fencing, individual tree protection etc.

Impact assessments and ongoing monitoring should be undertaken regularly which might include the use of exclosure plots. Information of this sort should be included in this section but can be expanded in the management strategy.

A deer management plan is highly recommended and it is mandatory for some woodland management grants. Advice on assessments, monitoring and plans can be found through the Deer Initiative website.

Game managers should be engaged with the objectives for the woodland.

## 5.4 Grey Squirrels

The grey squirrel is a common threat to the production of quality timber, and negatively impacts biodiversity and tree safety. Even if you do not wish to produce high quality timber you may still need to manage the impacts of grey squirrel. You should specify the current levels of damage and the likely impact on your objectives, protected features or the UKFS.

## 5.5 Livestock and other mammals

Consider the impacts of any grazing livestock within or adjacent to the woodland. Other mammals such as rabbits, hares or wild boar may be impacting and, if so, should also be included.

## 5.6 Water and Soil

The soil and water section should cover soil erosion, compaction, pollution and potential acidification of water and, where appropriate, how your woodland could play a role in flood flow management. Waste disposal must meet relevant legal requirements (including removal of planting bags, tree shelters and chemical containers).

Pollution must be avoided. If you are considering operations that run a risk of a pollution incident you should detail here how you intend to minimise the risks. Broad assessment here should be refined in a detailed Operational Site Assessments prior to operational works.

Consider the risks of damage to soils when working in wet conditions or on steep slopes. Check for past damage: erosion on tracks, wet areas on rides, impeded drainage and waterlogged soils.

Be aware of topography when assessing the affects that erosion and run off may have on water courses that may not be on your land.

## 5.7 Environmental

Existing knowledge of your site should inform your assessment of the risk posed by environmental factors. You should also consider impacts of your proposals to the surrounding environment and properties – some mitigation might require collaborating with neighbours.

Some of the environmental risks to be considered in this section are listed below but others may be relevant. Those with the greatest likely relevance to your wood should be addressed including measures to be taken.

- Invasive species – (rhododendron, laurel, Himalayan balsam etc);
- Fire – (woodland structure including open space, recreational risk etc);
- Flood – (history of flooding, proximity to water courses etc); and
- Anti-social behaviour – (fly tipping, trespass etc).

## 5.8 Climate change

Further information about the potential impact of climate change and how this can be considered through woodland management can be found on the FC website here <http://www.forestry.gov.uk/forestry/INFD-8M6EgE>. This includes details about likely impacts and potential mitigation/control measures that can improve woodland resilience. Please consider structure, species diversity and site suitability, provenance of new planting stock, threats to small woodlands and specify any measures that will inform your planning. The Ecological Site Classification system (ESC) provides guidance on projected climate change and suitable species under climate change scenarios <http://www.forestry.gov.uk/esc>.

## Section 6 Management Strategy

This section should detail how you intend to achieve the management objectives that you have identified and listed in section 2.2. Each one of the objectives you named should be listed in a new row in the table. The 'Management Intention' column should specify in more detail the processes to be undertaken to achieve the corresponding objective. Refined operational detail is not required here but it is expected that this will be included in an Operational Site Assessment prior to work being started.

Any features identified in earlier sections and any threats listed in section 5 should be taken into account and considered in the management strategy. If you are quoting the use of best practice guidance please specify which guidance you are referring to.

Your strategy should consider and detail the areas of felling, methods of restocking, time scales, constraints and economics and should be accompanied by maps where possible. Appendices may also be used to supplement this section if required – please cross reference where applicable.

An example of a management strategy is below:

| Management Obj/Feature   | Management Intention   |
|--|--|
| Objective 1: Enhance biodiversity through ride management, glade creation and retention of deadwood. | The ride network as shown on Map 1 will be managed on an annual basis to create/maintain a 2-zone structure throughout. Ride widths will vary between 12 and 16 metres to ensure sufficient light can reach the ride floor. The central strip will be mowed annually in late summer and the shrubby edges will be cut on a three year cycle to enhance habitat for butterflies and ground flora. Glades in compartment 3 and 4 marked in red on Map 1 will be cleared of existing scrub encroachment and maintained as open space with annual mowing in late summer. An additional glade of approximately 0.4 ha (see Map 1) will be created in compartment 2 following removal of rhododendron. |

## Section 7 Stakeholder Engagement

For any woodland management plan there will be additional stakeholders who should be notified about your proposals. Some of these will require formal consultation and others will be informal. Please use this section to identify people and organisations with an interest in the woodland and to record any engagement undertaken. Early discussions provide an opportunity to resolve any potential conflicts, identify possibilities for collaboration and avoid misunderstanding.

Some likely stakeholders include:

- Statutory bodies for designated sites: Natural England, Historic England, Local Planning Authority;
- Neighbours;
- Recreational users: horse riding groups, shoot organisers, public rights of way officers etc;
- Interest groups if relevant: conservation bodies etc;
- Tenants of the land or adjacent land; and
- Local Planning Authority/Environment Agency for permitted/full development proposals.

### Statutory consultees

You should seek advice on designated or protected features as early as possible. This might involve inviting representatives to a site visit which could be also attended by the FC Woodland Officer. Statutory bodies will want to see draft copies of plans and may request additional information or amendments. **The owner is responsible for ensuring that any work proposed and undertaken is not in breach of regulations pertaining to designated sites.**

If your management plan includes areas of SSSI you may need to complete a 'Supplementary Notice of Operations' and you should discuss this with you FC Woodland Officer or Natural England Advisor. This will include details of specific operations and helps ensure that the designated area is suitably protected.

For statutory consultees, once the necessary site visit/consultations/plan amendments have taken place, your FC Woodland Officer will obtain the formal consent. This does not include development proposals where direct approval will be needed from the relevant authority.



## Section 8 Monitoring

Regular monitoring of work and analysis of the results is critical in establishing whether objectives are being met and helps to identify issues.

Use this section to establish a method of monitoring each of your objectives listed in section 2.2. Each objective should be copied into a row in the first column of the table. Indicators of success should be carefully considered and methods of assessments established and specified. These are likely to include a variety of techniques depending on the objective such as walk over surveys, fixed point photography, habitat assessments, deer exclosure plots, examination of balance sheets etc.

NOTE: Monitoring and reporting is a mandatory requirement of some woodland grants.

The management plan should be periodically reviewed and updated to remain current. This should happen every 5 years and the review should be informed by results of the monitoring programme. The more information contained in this section the easier it is to review and update plans.

### PLAN OF OPERATIONS SPREADSHEET

The plan of operations Excel spreadsheet provides a summary of sub-compartment information. It provides the details required if you wish to gain felling licence approval through the management plan.

#### Completing the spreadsheet

The spreadsheet contains different tabs used for the sub-compartment record, felling and restocking information and the work programme. Some fields are mandatory and some are optional – to be completed at the author's discretion.

Tab 1 of the spreadsheet is guidance including abbreviations to use.

#### Tab 2 Sub-compartment Record

This tab enables you to set out detailed information for each sub-compartment. The compartment and sub-compartment numbers can be established by you during your survey and MUST be shown on a sub-compartment map. How you chose to subdivide your woodland is up to you on the basis of management needs.

The first six columns (A-F) are mandatory. Information put into these fields will automatically populate on the subsequent tabs in the spreadsheet. The rest of the fields in this tab are optional so can be used for additional planning information if required.

The gross area of each sub-compartment is its whole area. The net area is the area that can be managed so would exclude waterbodies or surfaced roads etc.

The species column should include the principal species in the sub-compartment. Species codes can be found on the final tab of the spreadsheet.

Any statutory designations in each sub-compartment must be included in column F to ensure the correct consultation procedures are followed. Failure to disclose designations could invalidate your felling licence and result in illegal activity.



## Tab 3 Felling and Restocking

This tab sets the details required for a felling licence application.

### Sub-compartment Record – Columns A-F

The first six columns (A-F) will have automatically populated based on the information provided in the first tab - the sub-compartment record.

### Felling information – Columns G-R

These columns include proposed felling activity within each sub-compartment for a ten year period. These must be completed accurately in full if you require a felling licence and all restocking information should be provided in columns S to AI explained below.

Please specify the area within the sub compartment that is to be felled.

Only one type of felling should be specified per row. If a sub compartment will contain more than one type of felling you should create a new row. For instance a compartment may have oak thinning and broadleaf coppice – this will require two rows. To insert a new row click on the row number (to the left of the screen) below where you want the new row to appear, then right click the mouse and from the options list select 'insert'. To copy formulas in to the new row click on the cell above, place the mouse cursor in the bottom right hand corner of the cell, hold down the left button of the mouse and drag downward. The formula will have now copied in to the new cell.

Abbreviations for the type of felling can be found in the Tab 1 'Guidance'. Species codes can be found in Tab 5 'Species'.

All species that account for more than 20% of the volume of timber that will be felled must be listed. Individual species at or below 20% can be grouped as mixed broadleaf (MB) or mixed conifer (MC). Species mixtures (i.e. both broadleaf and conifer species) can be presented on a single row as MIX but the estimated volume (m<sup>3</sup>) must be split by broadleaf and conifer using the two columns provided. **You MUST estimate the volume of timber you will be felling for each row split into broadleaves and conifer.** This is an estimate only. A simple PDF timber volume calculator can be found on the FC felling licence pages if you are unsure (<http://www.forestry.gov.uk/england-fellinglicences>).

The plan of operations covers a 10 year period, if over this timeframe you intend to carry out two thinnings within the same sub-compartment you can show this by simply increasing the volume of timber to be removed. You must add a comment in the 'notes' column if this is proposed.

### Restocking – Columns S-AI

These columns include information about how the felled compartments will be restocked by planting, natural regeneration and/or coppice regrowth. The first column of this section is the restock area, this will automatically copy across from column G 'Area to be felled'. If this is incorrect you can type over the cell. In the adjacent column you need to state the percentage of open space you will be creating (if any).

The restocking information that you provide needs to be split by species and show the percentage of the restock area each species accounts for. You are also asked to state the stocking density and estimate the proportion of the area which will be restocked by natural regeneration (which includes coppice regrowth). The management strategy (section 6) of your Woodland Management Plan should outline your broad strategy for restocking i.e. where planting, natural regeneration or coppice regrowth will be used.

## Tab 4 Work Programme

This tab allows you to communicate your planned activities in each sub compartment to support achievement of your objectives. Information might include an outline of any major operation planned, PAWS restoration, new access routes or restructuring of the woodland. This information can also be supplied on maps.

## MAPS

### Required maps

There are certain maps must accompany every plan. **Use sensible judgement to determine how much information can be clearly shown on each map and combine information onto fewer maps only if it is visibly clear** (for instance in small woods, one map may be sufficient).

Required maps are as follows:

- 1** Location Map(s): showing all the woods within your plan within the wider landscape, with their access points shown. This is best presented on an appropriately scaled map that can incorporate such things as public access routes, vistas, utilities, watercourses and other landscape scale detail that will impact a plan's execution.
- 2** Compartment Map(s): using an appropriate scale to clearly show all the numbered compartments/ sub-compartments and their boundaries in your woodland. This map will need to be signed and dated as it will form part of your felling licence.
- 3** Operations Map(s): using an appropriately scaled map to clearly show where key woodland management work will be undertaken e.g. ride management, clear felling, veteran trees etc.
- 4** Constraints Map(s): on an appropriate scale to clearly show all the designated land e.g. SSSI, AONB etc and any other major constraints.

It is likely that other maps will demonstrate the management intentions and woodland features. If you are considering applying for further woodland grants under Countryside Stewardship you will need maps (perhaps based on your operations map) indicating the location of management prescriptions. Features that could be mapped are

- Rides and open space
- Invasive species or other threats
- Water bodies or features
- Ancient woodland
- Veteran and notable trees
- Archaeological features
- Recreational areas
- Locations for proposed capital items such as fencing, new infrastructure etc

### Map quality

Maps need to be of sufficient quality for clear interpretation by the Forestry Commission or any other stakeholder. You may use your own GIS or web-based packages to produce these maps. A map request service providing suitable base maps is available from the Forestry Commission. You can access this service here <http://www.forestry.gov.uk/forestry/inf-d6d8hxr>.

For all maps please note the following requirements:

- All features shown on the map must be included in a key;
- All maps must be produced with an Ordnance Survey (OS) backdrop or with features that enable the user to easily locate the detail on the ground;
- Maps need to be located with an OS Grid reference (usually the access point to the wood) and a north arrow;
- Use sensible judgement to determine how much information can be clearly shown on each map and combine information onto maps if it is clearly visible; and
- When using colours or effects please ensure they are sufficiently distinct for interpretation

## AMENDMENTS TO PLANS AFTER APPROVAL

The Woodland Management Plan is intended as a working document and you may want to amend it during its lifetime. If you wish to make changes your plan must still be UKFS compliant. You can discuss this with your Woodland Officer (WO) if necessary and amended copies of the plan should be sent to your WO.

### Amending felling proposals

If you wish to amend the felling programme (after approval of your plan) by adding new components of felling then you will need to submit an application for a stand alone felling licence. The new application should only contain the new felling proposals not any felling already approved through the original plan of operations. New applications should be fully UKFS compliant (taking account of existing approved felling areas) and will be subject to any necessary consultations. If you wish to only amend the restocking conditions on your approved licence this may be possible without the need for an application and you should discuss this with your Woodland Officer.

# Annex 3

## Contact details for Woodland Management Plan Grant applications

Natural England Technical Services are responsible for the initial processing and subsequent offering of agreements for the Woodland Management Plan Grant.

Forestry Commission Woodland Officers provide technical advice on the creation of the Woodland Management Plan after the agreement has been validly accepted. To find contact details for each Forestry Commission area office, please see [www.forestry.gov.uk/england-areas](http://www.forestry.gov.uk/england-areas).

Applicants must send all their application documents (see chapter 4.5) to the Natural England Technical Services team dealing with applications in their county. This is the county in which the majority of the woodland is located, which is not necessarily always the applicant's home address.

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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ISBN 978-1-78367-241-7

Catalogue Code: NE646

**[www.gov.uk/natural-england](http://www.gov.uk/natural-england)**

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