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# Countryside Stewardship:

## Historic Buildings Restoration Grant Manual

Applies to all Historic Building Restoration Grant agreements commencing in 2018 and 2019

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# 1. Introduction

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

## Mandatory elements of the Historic Building Restoration Grant Manual

A Historic Building Restoration Grant Countryside Stewardship agreement will comprise:

1. the Scheme Terms and Conditions at Annex 1;
2. the Agreement Document (which sets out Agreement Holder specific details);
3. the Management Plan submitted as part of the application process; and
4. the supplementary documents referred to in the Agreement Document

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

- chapter 2: Scheme overview;
- chapter 3: Who can apply;
- chapter 5: Scheme requirements and procedures; and
- chapter 6: Agreement Management and
- Annex 2: Countryside Stewardship Historic Building Restoration Grant: Applicants' Guide

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

## 2. Scheme overview

The Countryside Stewardship (Historic Building Restoration Grant) Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this Manual. These mandatory elements are set out in this chapter and chapters 3, 5 and 6 and Annex 2.

This grant is a standalone capital grant available under Countryside Stewardship and pays 80% of eligible costs towards restoration of eligible historic buildings up to a €2 million state aid limit.

The Countryside Stewardship (Historic Building Restoration Grant) Terms and Conditions found at Annex 1 apply to this grant.

In order to apply for this scheme, you must have completed and produced an Implementation Plan, through the Countryside Stewardship capital grant agreement for Implementation Plan (PA1) and a Feasibility Study, using Feasibility Study (PA2). These plans must have identified a need to restore historic buildings on your holding. The Management Plan produced from the Feasibility Study will form part of your Agreement. For further details on the PA1 / PA2 process, see Annex 2.

In order to apply for a PA1 or PA2 grant, please see the Countryside Stewardship Higher Tier manual ([www.gov.uk/countryside-stewardship-grants?grant\\_type%5B%5D=capital-item&page=2](http://www.gov.uk/countryside-stewardship-grants?grant_type%5B%5D=capital-item&page=2))

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

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

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

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

Countryside Stewardship also contributes to the Defra Single Departmental Plan ([www.gov.uk/government/publications/department-for-environment-food-and-rural-affairs-single-departmental-plan/department-for-environment-food-and-rural-affairs-single-departmental-plan](http://www.gov.uk/government/publications/department-for-environment-food-and-rural-affairs-single-departmental-plan/department-for-environment-food-and-rural-affairs-single-departmental-plan)), through delivering the following objectives:

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

Applications can be submitted from 29 March 2018 and must be received by Natural England on or before 31 January 2019. Late applications will not be accepted.

Applicants who accept an offer for a grant will enter into an agreement with Natural England

For 2018 this Historic Building Restoration Grant is only available as a pilot in 5 National Parks:

- Dartmoor National Park
- Lake District National Park
- Northumberland National Park
- Peak District National Park
- Yorkshire Dales National Park

These National Park Authorities are working in partnership to deliver this scheme and you should contact your National Park Lead Adviser (NP LA) who will support you through the application process. Contact details appear at the end of Annex 2.

To be eligible for this scheme, the footprint of the building to be restored must be within the boundary of one of the participating National Parks and must be evident on an OS map dating on or before 1940 (<http://maps.nls.uk/geo/find/#>).

The building to be restored must be within a registered land parcel with Rural Payments service.

In addition, the outputs from an Implementation Plan (PA1) and Feasibility Study (PA2) will be required before an application for HE2 funding will be considered. Details of this process can be found in Annex 2, "Historic Buildings Restoration Grant – Applicants' Guide"

## 2.1 Capital items available

The Historic Building Restoration Grant will include, where necessary, works relating to :-

- Roof coverings
- Weatherproofing
- Structural work

Details of eligible items and work are explained in more detail in Annex 2, "Countryside Stewardship Historic Buildings Grant – Applicants' Guide".

## 2.2 Agreement period

Agreements will run for 2 years

In addition, any capital items funded through this scheme must be retained in the condition and to the specification set out in the Agreement for 5 years from the final grant payment date. Any ongoing maintenance during the 5 year maintenance period must be carried out to the same standard and with the same materials as the original restoration.

Sections 3.2.1 and 3.2.2 below set out how this 'durability requirement' applies to landlords and tenants.

## 2.3 How applications are selected

The scheme will be offered to applications which meet eligibility criteria (see annex 2), pass a scoring threshold, are the highest priority for funding when reviewed at a panel, and subject to budget being available. The objective of the scheme is to fund examples of buildings which will enhance cultural heritage features, landscape, wildlife and public engagement with the environment.

## 2.4 What the grant can't pay for

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

- maintenance;
- any capital works started before the agreement commences;
- any commitment to purchase items or services before an agreement starts
- planning application fees or other transactional fees;
- meeting legal requirements, including planning conditions and tenancy agreements;
- any works on common land; or
- any works undertaken as part of another grant or obligation (see section 3.3).

# 3. Who can apply

The Countryside Stewardship (Historic Building Restoration Grant) Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this Manual. These mandatory elements are set out in this chapter and chapters 2, 5 and 6 and Annex 2.

## 3.1 Eligible Buildings

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

Eligible buildings must be of historic significance, built using traditional materials and methods, and must be evident on an OS map dated on or before 1940 (<http://maps.nls.uk/geo/find/#>).

Applications can only be made where:

- the footprint of the historic building lies entirely within the boundary of one of the following 5 National Parks
  - Dartmoor National Park
  - Lake District National Park
  - Northumberland National Park
  - Peak District National Park
  - Yorkshire Dales National Park
- buildings must be under the management control of the applicant for a minimum of 5 years from completion of restoration and payment of final grant, or, the applicant must provide evidence that the building will be maintained in its restored state for the full 5 year period, see section 3.2.1.

More details on eligible works can be found at Annex 2, "Countryside Stewardship - Restoration of Historic Buildings – Applicants' Guide".

The scheme is a standalone capital grant scheme and is compatible with the following schemes:

- Mid Tier Countryside Stewardship
- Higher Tier Countryside Stewardship
- England Woodland Grant Scheme (EWGS)

This scheme is not compatible with land parcels already registered under the following schemes:

- Entry Level Stewardship
- Upland Entry Level Stewardship (UELS)
- Higher Level Stewardship (HLS)

Buildings which are not eligible for Historic Buildings Restoration Grant can be found at section 3.1.2 below.

### 3.1.2 Ineligible Buildings

The following buildings are ineligible for the scheme:

- modern buildings including those constructed using concrete, timber or steel frames and clad in universal materials such as concrete/breeze blocks or tiles or fibre cement sheeting.
- non-roofed structures, such as bridges, lime kilns and WW2 pillboxes.
- buildings not marked on an OS map dated before 1940.
- ruined buildings – those where over 50% of the building has been lost.
- buildings situated on common land
- buildings which have received grant funding for restoration in the past.
- historic buildings converted, for example, to residential, holiday accommodation or commercial use, or those used specifically as ancillary buildings to residences, such as car garages
- buildings with land parcels already within an Environmental Stewardship (ES) agreement (eg. ELS, UELS, HLS). If the building's footprint is not registered as a parcel number on the ES agreement, then it is eligible for funding.

## 3.2 Management Control

Grants under this scheme are open to farmers, foresters, land owners/managers, charities, public sector bodies, not for profit organisations, rural communities providing that the applicant is a landlord or tenant with control of the building for the 5 year period after the completion of the restoration and payment of the final grant. If you do not have control over the building for the entire duration of the restoration and the following 5 year period, but there is someone else who will have management control, and who will underwrite to maintain the building, then you can apply as long as you can confirm this by means of a Land Ownership and Control Form (available from [www.gov.uk/government/publications/countryside-stewardship-land-ownership-and-control-form](http://www.gov.uk/government/publications/countryside-stewardship-land-ownership-and-control-form) on GOV.UK).

### 3.2.1 Tenants

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

- control of all the activities needed to meet the scheme requirements for the chosen capital items;
- management control of all the agreement land for the duration of any commitments; and
- security of tenure for the full period of the agreement obligations (5 years from the completion of restoration and payment of final grant). Tenants without this minimum period of tenure are not eligible unless they can meet the requirements at 3.2 above.

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

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

Tenants applying for Countryside Stewardship in their own name must have agreement from the landlord or landowner before they apply. As a minimum, tenants must have security of tenure for at least 5 years from the completion of restoration and payment of final grant. Additionally, if a tenant does not have control over the Agreement Land (as defined in the Countryside Stewardship (Historic Building Restoration Grant) terms and conditions) and the activities taking place on it for the full five years from completion of restoration and payment of final grant (this is called the durability period) the landlord must complete a Land Ownership and Control Form to confirm they will take over the durability requirement for any remaining durability period (see Section 2.2).

If a landlord undertakes to take over a Countryside Stewardship agreement from a tenant once the tenancy has ended, the landlord must be eligible to do so; for example, they must not be an ineligible public body.

### 3.2.2 Landlords

Provided landlords can demonstrate that they have sufficient management control over the land, they can apply for an agreement on land that has been let to a tenant (but see section 3.2.6 about 'dual use').

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

### 3.2.3 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 if they have the appropriate permission levels within the Rural Payments service at [www.gov.uk/claim-rural-payments](http://www.gov.uk/claim-rural-payments).

### 3.2.4 Land owned by public bodies

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

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

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

- Ministry of Defence;
- Forestry Commission.

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

- the Environment Agency;
- Natural England;
- Historic England; and
- the National Forest Company.

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

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

### 3.2.5 Licensees

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

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

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

In these situations specific rules have to be followed.

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

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

Applicants applying for a CS agreement on the same land that another farmer or land manager is using to claim BPS must have a written record which shows the respective rights and responsibilities of each party. This written record should set out how the applicant has management control for CS and how the other party meets the BPS rules, including having the land 'at their disposal'. This must include evidence that the applicant has given a copy of the CS (Historic Building Restoration Grant) terms and conditions to the other party and that they have been required to meet them (unless the applicant can show that they are carrying out the required activities themselves). This written record could be a tenancy agreement, a letter or both, containing the required information, which must be

signed and dated by both parties in advance of the BPS application deadline, and submitted as part of the CS application. Applicants may want to get independent professional advice relating to their circumstances, especially if they previously had a verbal agreement (rather than a written agreement) with the other party.

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

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

Grants can't be combined with other sources of public/private funding for the same capital works in the same location. Grants cannot be used for capital works which an applicant is required to carry out under other agreements or obligations, the most frequently occurring of which are listed below.

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

For instance, a grant for restoration of a historic building cannot be awarded where that building is being maintained under another environmental grant scheme eg. HS1 or HS8 under Countryside Stewardship.

Natural England may carry out checks to make sure that capital works are not funded twice from public funds.

Applicants must ensure that any work proposed for this grant doesn't breach the conditions of any other agreement.

#### 3.3.1 Inheritance Tax or Capital Gains Exemption

Capital items under this scheme may be available on land designated by HM Revenue & Customs as conditionally exempt from Inheritance Tax or as the object of a Maintenance Fund (heritage property), depending on the specific undertakings and proposed capital items. See [www.gov.uk/government/publications/countryside-stewardship-inheritance-tax-or-capital-gains-exemption](http://www.gov.uk/government/publications/countryside-stewardship-inheritance-tax-or-capital-gains-exemption) to find out whether options are always eligible, or never eligible, or need checking to make sure that options do not overlap with the obligations of the undertaking.

### 3.4 Business Viability Test

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

For applications including capital expenditure of over £50,000, the applicant must submit a statement from a chartered accountant confirming that the business or SBI has the resources from trading profits, reserves or loans to undertake the works according to the proposed agreement schedule.

Where confirmation from an accountant is required to support a grant application for more than £50,000 the accountant will need to provide a letter on headed paper which confirms at least the following:

- they are a chartered accountant;
- they act as accountants for the applicant;
- they can confirm that the applicant has sufficient finances to complete the capital works in their application; and
- their understanding of the total value of the works in the application.

For all applications including more than £500,000 of capital items, in addition to the above requirement, Natural England will review 3 years of the relevant business accounts or other evidence to confirm that the applicant has the administrative, financial and operational capacity to fulfil the agreement requirements.

## 4. How to apply

### 4.1 Register with Rural Payments service

All applicants must register themselves on Rural Payments service (see [www.gov.uk/claim-rural-payments](http://www.gov.uk/claim-rural-payments)) before applying for this grant. They will receive a customer reference number (CRN) once registered. Applicants who are new to schemes being paid through RPA will also be given a Single Business Identifier (SBI) number and vendor number.

All areas (field parcels and farm yards) in which buildings receiving Historic Building Restoration Grant are located must be registered on the Rural Payments service. This is a requirement of the agreement – see chapter 6.

It is a requirement of applying for this grant to have the outputs of an Implementation Plan (PA1) and a management plan completed as part of a Feasibility Study (PA2). The management plan should inform the application as detailed in Annex 2, “Historic Buildings Restoration Grant – Applicants’ Guide”, and will form part of the Agreement.

### 4.2 Application methods

Applications can be submitted by post or by email.

Postal and email applications can be made using the Countryside Stewardship Historic Building Restoration Grant Application form available from:-

Natural England CS Transactional Services Hub  
Natural England  
6th Floor, Northgate House  
21-23 Valpy Street  
Reading  
RG1 1AF

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

Tel: - 0118 9557858

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

**The deadline for submitting email applications or the receipt, by Natural England, of postal applications and supporting documents is 31 January 2019.**

For more information on the application process, please refer to Annex 2, “Historic Buildings Restoration Grant – Applicants’ Guide”.

### **4.3 Authorising an agent**

Applicants can complete the application and claim forms themselves, or they can authorise an agent to do so for them. If an agent will be acting on behalf of the business to complete an application and/or claim forms, they must be given the appropriate permission levels within the Rural Payments service. Applicants who have previously authorised an agent using the paper agent authorisation form must now use the Rural Payments service to set the appropriate permission levels for the agent at [www.gov.uk/claim-rural-payments](http://www.gov.uk/claim-rural-payments).

### **4.4 Getting consent**

Applicants need to check each capital item they are applying for to see if any consents are required, and it is their responsibility to obtain these. Applicants must ensure they have all relevant consents, permissions, exemptions in place before they apply for the Historic Building Restoration Grant. Agreements will not be offered if these are not provided where required. Examples of consents required are listed below.

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

For Historic Building Restoration Grant applications, one-to-one technical advice is not available from Natural England except in relation to any SSSI land affected by the application. If works require SSSI consent, applicants should contact Natural England as early as possible in the application process.

#### **4.4.2 Protected Species**

Where protected species are present on an applicant’s land, the applicant will need to consider and comply with the requirements for protection which apply to those species before undertaking management activities. Choosing appropriate scheme options can help to maintain suitable habitats for protected species.

Some species are partly or fully protected by legislation. Examples of the most commonly encountered protected wildlife include:

- all wild birds and their eggs and nests that are in use or being built are protected under the Wildlife & Countryside Act 1981; and
- bats, otters, dormice, great crested newts, and other species of more restricted distributions are protected by Part 3 of the Conservation of Habitats and Species Regulations 2017. These European Protected Species are protected, amongst other things, from disturbance and from damage to the places they use to rest and shelter (for example, bat roosts and otter holts).

#### **4.4.3 Scheduled Monuments**

It is the responsibility of the applicant to consult Historic England where the Historic Building Restoration affects a Scheduled Monument.

For Scheduled Monuments, the local Historic England officer will provide advice on any management or changes needed to maintain or bring the monument into favourable condition.

Scheduled Monument Consent from the Government (advised by Historic England) may also be needed for some of the chosen work. In these situations the applicant must consult Historic England to determine whether consent is needed, or how to go about works by avoiding or reducing negative impacts on the Scheduled Monument.

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

- Listed Buildings;
- Registered Parks and Gardens; or
- Registered Battlefields.

#### 4.4.4 Listed buildings

If any works to listed buildings are proposed, applicants must discuss these proposals with their Local Authority or National Park Authority, who can advise if Listed Building consent is required.

#### 4.4.5 Conservation Areas

The Local Planning Authority or National Park Authority must be consulted if any part of the holding is located within a Conservation Area, and particularly if any work is proposed to trees, buildings, boundaries or structures.

### 4.5 Permissions

Applicants can get informal advice from the local planning authority or National Park Authority on whether a proposal needs planning permission or General Permitted Development Order (GPDO) consent. There is also general guidance on planning available at: [www.gov.uk/government/collections/planning-practice-guidance](http://www.gov.uk/government/collections/planning-practice-guidance).

#### 4.5.1 Planning permission

Most routine agricultural operations do not require planning permission because:

- they are not regarded as 'development' under planning legislation; or
- they are 'permitted development' that is 'reasonably necessary' for agriculture.

However, some operations do require consent under the GPDO.

For some activities, such as roofing capital items the planning requirements may not be straightforward. A Local Planning Authority or National Park Authority can provide informal advice on proposals and whether planning permission or GPDO consent is required.

The Government guide in relation to planning in general (not farm-specific) can be found at: [www.gov.uk/government/publications/plain-english-guide-to-the-planning-system](http://www.gov.uk/government/publications/plain-english-guide-to-the-planning-system).

NFU Members can also refer to the planning guide found here: [www.nfuonline.com/science-environment/planning/nfu-guide-to-the-planning-system/](http://www.nfuonline.com/science-environment/planning/nfu-guide-to-the-planning-system/).

### 4.6 Other Considerations

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

- break byelaws;
- obstruct public rights of way;
- block or restrict access to 'open access' land;
- affect oil or gas pipelines; or
- breach their cross compliance requirements in relation to any other existing commitments they hold, where applicable e.g. if claiming BPS payments.

To be able to apply for this grant, the building to be restored must be within a registered land parcel with Rural Payments service, see [www.gov.uk/government/publications/rural-payments-registering-and-updating-your-details](http://www.gov.uk/government/publications/rural-payments-registering-and-updating-your-details) .

## 4.7 Complete and submit the application

Postal or email applicants must complete the application form and attach:

- all relevant consents, permissions, exemptions or any written advice;
- all relevant surveys, quotes and required supporting information;
- photographic evidence, as detailed in sections 5.3 to 5.6; and
- if applicable only, a Countryside Stewardship: land ownership and control form.

### 4.7.1 Before submitting an application:

- read the declaration, undertakings and warning carefully;
- carefully read this Countryside Stewardship Manual and the Historic Building Restoration Grant Terms and Conditions at Annex 1; and
- sign and enter your name in block letters, your capacity (e.g. sole trader, company director, agent etc.) and the date of your signature.

The party/parties that sign the application must have full authority and capacity to represent and bind the applicant.

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

### 4.7.2 Submitting an application

Submit the completed postal or email application to the Natural England CS Transactional Hub– see Section 4.2.

Ensure all photographs are clearly labelled (see section 5.6).

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

# 5. Scheme Requirements and procedures

The Countryside Stewardship (Historic Building Restoration Grant) Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this Manual. These mandatory elements are set out in this chapter and chapters 2, 3 and 6 and Annex 2.

## 5.1 Entering into an Agreement

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

- the eligibility requirements in Chapter 3 and Annex 2 have been met and all necessary consents and supporting information such as photographic evidence as referred to in Chapters 4 and 5 have been supplied;
- all the necessary details have been entered on the application form; and
- the map has been completed.

If an application meets the eligibility requirements, passes a threshold score, the building is considered as a high priority for funding when reviewed at a panel, and there is sufficient budget available, successful applicants will be informed and made an agreement offer. Scoring criteria are detailed at annex 3.

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

The detailed Management Plan produced for the building to be restored, under a Feasibility Study (PA2), will form part of the agreement offer and this plan must be followed in full.

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

No work should be carried out, or orders for materials or services placed, until Natural England has confirmed that the agreement has commenced.

## 5.2 Record keeping

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

## 5.3 Evidence: Record keeping and inspection requirements

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

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

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

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

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

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

### 5.3.1 When is evidence required?

Record keeping and other forms of evidence will be required:

#### When applying for the scheme

Evidence must be provided to demonstrate eligibility of the applicant, business, land, or capital item, as outlined in Sections 2 and 3 above. This must be submitted with the application form. No offer can be made until after the supporting evidence has been submitted and assessed. No adjustments can be made to the application once an offer has been made.

#### During the agreement period

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

- to support a claim, in particular capital item claims. More information is set out in the sections below, and where relevant further information will be supplied with the claim form covering letter; or
- during or after an administrative check, an inspection, or other checks as described in section 6.8.

#### Beyond the agreement period

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

### 5.3.2 General evidence requirements for applicants and Agreement Holders Consents and permissions

It is the applicant's responsibility to obtain all consents or permissions that may be required in order to undertake the capital item. The record keeping requirements are published in the Countryside Stewardship online grants finder tool at: [www.gov.uk/countryside-stewardship-grants](http://www.gov.uk/countryside-stewardship-grants). The applicant is also responsible for obtaining any other permissions required due to the applicant's specific circumstances or location, e.g. planning permissions.

Where a consent or permission is required, copies must be received by Natural England with the application form. The original documents must be retained by the Agreement Holder and made available on request or during inspections.

## 5.4 Photographic evidence

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

### Application stage

Take dated photographs of the building where works will take place following the explanation at 5.5 and 5.6. If photographs do not meet the required standard this may delay the application.

### Claim stage

For a partial or full claim, the Agreement Holder must take a dated photograph after the works have been completed and send it with the payment claim. This must show the 'works completed condition'.

## 5.5 Photographic evidence quality

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

- quality of the photograph – photographs must be in focus and clearly show the relevant capital item or environmental feature. Images submitted by email should be supplied as JPEG files. Digital images should not be smaller than 600x400 pixels and ideally the image file size no larger than 400 KB. Printed photographs may be submitted to the Natural England office processing the application or agreement. Printed photographs must be no smaller than 15 cm x 10 cm. Photographs may be supplied in either portrait or landscape orientation as best suits the subject;
- photograph to identify the environmental feature or capital item(s) concerned – it is the responsibility of the claimant to provide sufficient evidence that the investment or required management has taken place, for example:
  - more than one photograph may be required where the feature or capital item exceeds the frame or is not clearly evident from a single photograph;
- to include a significant feature to provide authenticity;
- to mark the photographed feature location, and direction from which the photograph has been taken, with an 'X' and an arrow on a copy of a map (or map extract) of the agreement area; and
- where scale or continuity is key, to include a feature, or introduce one. For example, use a sighting pole (2m high with 50cm intervals marked in red and white) and, where possible, to take pictures consistently from the same spot for before and after photographs of the capital item.

## 5.6 Clearly labelled photographs

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

The OS map sheet reference and National Grid reference should relate to the location of the building. For example, with 'before and after' photographs submitted to support a capital item, the image should be labelled as XX12345678\_HE2\_1 and XX12345678\_HE2\_2.

Digital images should be saved under the label outlined above.

Printed photographs should have the label clearly written on the reverse detailing the Ordnance

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

## 5.7 Publicity: requirements

If you receive more than €50,000 you should publicise the grant funding by displaying a poster or permanent plaque, for grants above €500,000 you are required to display a billboard and there are also requirements relating to websites for all levels of funding.

This is a requirement of European Union Regulations.

The relevant requirements are set out in Annex III at 2.1 and 2.1 of Regulation (EU) No. 808/2014 which is available here: <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:02014R0808-20161123&rid=1>.

This covers what needs to be said about: the name of the project, the source of the funding, activity supported by the project and use of logos.

**Further information about the detailed requirements is available from Natural England.** See section 4.2

## 5.8 Force majeure

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

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

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

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

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

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

## 5.9 Framework for scheme control

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

Our control framework includes four types of checks: administrative record checks, in situ visits, agreement progress monitoring visits, and inspections. In some instances checks will be made in the 5 year period post completion of the restoration.

Any agreement breaches or non-compliances found during such control activities will be dealt with in accordance with the section 6.4 and the Historic Building Restoration Grant Terms and Conditions at Annex 1. For the avoidance of doubt, this may include the application of recoveries, withholding future payments, penalties and interest payments and potentially termination of the Agreement.

### 5.9.1 Administrative record checks

We will check all stages of the application and claim processes, including application forms, claim forms and the nature and quality of supporting evidence, such as receipts and farm records. Invoices and bank statements will need to be submitted with all claims and funds must have left the bank account before a claim can be made. The emphasis is on ensuring eligibility requirements are met at application stage, and that various forms and records match up during the whole agreement period.

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

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

### 5.9.2 In situ visits

These are part of the administrative checking process. Natural England, Historic England or National Park Authority staff will make focused visual checks to the building which is the subject of the project. These visits may include record checks.

### 5.9.3 Agreement monitoring visits

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

### 5.9.4 Inspections

Each year, RPA will carry out compliance inspections on a sample of agreements, as required under European regulations, to ensure scheme requirements have been met. If an inspection finds a breach of the rules, it may lead to various consequences (see section 6.4). Further RPA guidance on inspections can be found at [www.gov.uk/government/collections/countryside-stewardship-information-for-agreement-holders](http://www.gov.uk/government/collections/countryside-stewardship-information-for-agreement-holders).

### 5.9.5 Site visits

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

Any refusal to do so or obstruction is a breach of the Countryside Stewardship (Historic Building Restoration Grant) terms and conditions, and may also be a criminal offence.

#### **5.9.6 State aid rules**

Countryside Stewardship Payments under the Rural Development Programme 2014-2020 are made in accordance with the Rural Development Regulations and State Aid Notification SA41676. State Aid has a maximum limit of €2 million.

## 6. Agreement Management

The Countryside Stewardship (Historic Building Restoration Grant) Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this Manual. These mandatory elements are set out in this chapter and chapters 2, 3 and 5 and Annex 2.

Please be aware that responsibility for grant aided works being sound and fit for purpose (both during the grant agreement period and beyond it) rests with the applicant/Agreement Holder and their contractors. Natural England, the National Parks and Historic England do not bear any responsibility for the works whether grant funded or not, or any other items or buildings impacted by those works.

Work can start on or after the Agreement Start Date which can be found on your agreement document. Invoices for materials or works must be retained for inspection for 7 years from the end of the Agreement. These must be dated on or after the Agreement Start Date. Claims will be rejected and won't be paid if, on inspection, it is found that part or all of the work was carried out prior to, or after, the agreement period, or that goods or services were ordered prior to, or after, the agreement period.

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

### 6.1 Agreement Holders using own labour for capital work

#### 6.1.1 Using own labour to undertake capital works

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

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

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

### 6.2 Making a claim for payment

Once the work is completed and signed off by your experienced conservation consultant and the National Park Lead Adviser (NP LA) and you have written confirmation of this, submit a claim for payment to Natural England with detailed receipted invoices, bank statements and final architect certificates. If the need for a post restoration survey has been identified during the restoration or feasibility process, this can be claimed separately. Please note that the Historic Building Restoration Grant (HE2) lasts for 2 years and all works, including post restoration surveys, must be completed within this 2 year period for the building to be eligible for grant payment.

Agreement Holders can submit a claim for reimbursement at any time of the year within 2 years and 3 months of the start of the agreement, provided the approved work has been completed in accordance

with the terms of the Agreement and have been paid for in full by the Agreement Holder. Valid claims will be paid within 2 months of receipt.

### 6.2.1 Submitting claims for capital items

Agreement Holders should contact Natural England to request a claim form. See section 4.2.

With each claim the Agreement Holder must submit evidence that the works have been completed and paid for. To see the evidence required with a claim see section 5.3 above on photographic evidence and the individual capital item requirements at [www.gov.uk/countryside-stewardship-grants](http://www.gov.uk/countryside-stewardship-grants). Late claims will be rejected.

Payments will be made directly into the Agreement Holder's bank account by the RPA. The Agreement Holder / Landlord as appropriate must however maintain the items in the condition and specification for which the aid was granted for 5 years from completion of the work and final grant payment (see section 2 above). This is a requirement of the agreement.

## 6.3 Amendments

Agreement Holders can't change or amend their agreement after they've been offered a grant without the express written agreement of Natural England. Agreement Holders must meet all of the following requirements.

- ensure capital works are located where they were identified on the map submitted with the application;
- ensure capital works are completed to the standard and timescale set out in the Agreement;
- comply with any written permits or consents
- ensure all land parcels benefiting from this grant are registered on Rural Payments service, see [www.gov.uk/government/publications/rural-payments-registering-and-updating-your-details](http://www.gov.uk/government/publications/rural-payments-registering-and-updating-your-details) .
- retain the items to the condition and specification for which the aid was granted for 5 years from payment of final grant claim; and
- comply with the Countryside Stewardship (Historic Building Restoration Grant) Terms and Conditions.

## 6.4 Reductions and Penalties

### 6.4.1 Breaches of Agreement

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

If there is a breach of the specification but the works still retain their function, Article 35 of Regulation 640/2014 may apply, and a reduction will be assessed on the basis of the severity, permanence and extent of the breach.

In a case of fraud or severe non-compliance by the agreement holder, Natural England can withhold all RDP support and bar someone from new Countryside Stewardship applications for up to 2 years, as defined under Article 35(5-6) of Regulation 640/2014. Further details are provided at paragraph 6.4.4 below.

#### **6.4.2 Over-declaration of expenditure**

If the Agreement Holder submits a claim which exceeds the value of the costs which are eligible to be claimed, a penalty may be applied. Where the excess amount claimed is 10% or less of the value of the eligible costs, the payment will be reduced to the correct amount but no additional penalty will be applied. Where the excess amount claimed is more than 10%, the payment will be reduced to the correct amount and a penalty equal to the difference between the eligible costs and the amount claimed will be applied, up to a maximum of the entire value of the claim under Article 63 of Regulation 809/2014.

#### **6.4.3 Interest charges**

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

#### **6.4.4 Refusal or withdrawal of support**

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

- a serious non-compliance by the Agreement Holder has occurred.
- the Agreement Holder has provided false evidence for the purpose of receiving the support.
- the Agreement Holder has negligently failed to provide the necessary information (for instance, where Natural England has asked for it repeatedly and there is no reasonable justification as to why it has not been provided). Natural England cannot impose this penalty on this ground in the absence of negligence.

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

### **6.5 Change of ownership**

Agreements are not transferable.

If all or part of the land under a Historic Building Restoration Grant Agreement is sold or let to another party, the Agreement will be terminated on those parcels and the Agreement Holder may be required to repay all or part of the grant payments received.

### **6.6 Disputes, appeals and complaints**

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

#### **6.6.1 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 Natural England CS Transactional Hub (contact details are at Section 4.2), 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 the Natural England CS Transactional Hub will then examine the case and look in detail at the Natural England decision and how scheme rules have been applied.

### **Third Stage Appeal**

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

### **Final Stage Appeal**

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

## **6.6.2 Complaints about service**

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

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

# Annex 1:

## Countryside Stewardship (Historic Building Restoration Grant) Terms and Conditions

### PARTIES

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

### BACKGROUND

- (A) The Authority has agreed to pay the Grant to the Agreement Holder on the terms and conditions set out below and in the Agreement Document.
- (B) The Authority is a delivery body responsible for managing Countryside Stewardship, the scheme under which the Grant is paid, which forms part of the wider RDPE. The Managing Authority has overall responsibility for the RDPE and may, acting itself or through the Paying Agency, directly enforce any terms of the Agreement against the Agreement Holder.
- (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 the Historic Building Restoration Grant element of 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, the Agreement Document (including the supporting documents specified therein) and the Management Plan 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 above, these terms and conditions shall prevail, followed by the Agreement Document, the supporting documents referred to in the Agreement Document, the Management Plan 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 (5<sup>th</sup>), tenth (10<sup>th</sup>) or fifteenth (15<sup>th</sup>) 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)

**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

**Management Plan:** the management plan submitted by the Agreement Holder as part of its application for the Grant

**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 in 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, the Management Plan 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, Management Plan 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.

## **4 TERM**

- 4.1 The Agreement shall commence on the Agreement Start Date and, subject to any extension or earlier termination, 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, 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).
- 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 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); or`
  - (b) the Agreement Holder has failed to repay any sum which has become recoverable by the Paying Agency.
- 19.2 In addition to its right to terminate, 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 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 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:

## Countryside Stewardship: Historic Building Restoration Grant

### Applicants' Guide

A mandatory guide to help applicants understand which types of buildings and what restoration works are eligible for grant aid under Countryside Stewardship (CS), including the processes involved.

### Table of Contents

Section	Title
1	Summary - Applying for a historic building restoration project under CS
2	How it will be decided whether to proceed with your building restoration project.
3	Which buildings are eligible for CS grant aid?
4	The principles that must be applied to historic building restoration under CS
5	The work eligible for grant aid.
6	National Park Contact Details

### 1. Summary - Applying for a Historic Building restoration project under Countryside Stewardship.

Countryside Stewardship Historic Building Restoration Grant is a standalone scheme designed to restore traditional buildings within 5 National Park boundaries. The National Parks involved are:

- Dartmoor
- Lake District
- Northumberland
- Peak District
- Yorkshire Dales
- **Implementation Grant (PA1).** Grant payment £1,100 fixed sum. Available to applicants to cover the National Park or agent costs of helping you with the application process and producing a project brief. The output from the initial PA1 funding will be to provide quotes from three experienced conservation consultants to deliver a Management Plan under a PA2 grant offer. PA1 grants must have prior approval from Natural England – this, and the application form, can be sought through your National Park lead Adviser (NP LA), or agent. Details can be found at:- [www.gov.uk/countryside-stewardship-grants/implementation-plan-pa1](http://www.gov.uk/countryside-stewardship-grants/implementation-plan-pa1)
- **Feasibility Study Grant (PA2).** 100% grant available to cover the cost of your experienced conservation consultant to carry out the detailed Management Plan including specification of works, tendering process and tender report. PA2 grants must have prior approval from Natural England – this, and the application form, can be sought through your NP LA, or agent. Details can be found at:- [www.gov.uk/countryside-stewardship-grants/feasibility-study-pa2](http://www.gov.uk/countryside-stewardship-grants/feasibility-study-pa2)

- **Historic Building Restoration (HE2).** 80% grant contribution available towards eligible building restoration work, associated specialist surveys and consultants' project management work, subject to sufficient budget being available.

Details can be found at:- [www.gov.uk/countryside-stewardship-grants/historic-building-restoration-he2](http://www.gov.uk/countryside-stewardship-grants/historic-building-restoration-he2)

## Stage 1 - Pre-application

This section outlines who to contact for more information and how to apply for PA1, PA2 and HE2

1. Contact your NP LA to find out whether your building is eligible and if it would be a priority for funding. They can advise if an application is appropriate and how to complete the application process. Funding priorities for buildings will depend on their age, location and condition.
2. Your NP LA, or agent, will then discuss any issues and, where appropriate, consider requirements for a Management Plan with you (see stage 2 below). Note that a Management Plan will be required before funding for the actual restoration work (HE2 grant) is approved by NE, and will form part of the agreement.
3. The NP LA, or agent, will assist you with an application to NE for the PA1 Implementation Grant. This grant will cover the cost of the support you receive from the NP LA, or agent, during the management plan/tender reporting stage. The output from the initial PA1 funding will be to provide quotes from three experienced conservation consultants to deliver a Management Plan under a PA2 grant offer.

## Stage 2 – Completing a Management Plan to identify the work needed to restore the historic building.

### The project brief

4. The NP LA, or agent, will prepare a Project Brief (funded by a PA1 application) which should be used to inform the production of a Management Plan. The brief must be completed to an agreed standard with your NP LA. It should be sent to at least three competent experienced conservation consultants (e.g. conservation architects or surveyors) who will provide competitive quotations for the Management Plan production. At this stage, consultants will also be asked to provide a quote for overseeing the building restoration project (project management stage). Your NP LA may be able to advise on local experienced conservation consultants with a proven track record of historic building restoration.
5. The NP LA, or agent, will support you to apply to NE for a PA2 Feasibility Study Grant. This will cover 100% of the costs of funding your chosen conservation consultant to carry out the detailed Management Plan including preparation of specification, tendering process to obtain building contractors quotes and provision of a formal tender report. NE will pay the costs to the value of the lowest quote which meets the required specification but you are at liberty to choose one of the other quotes.
6. Once you have been offered and accepted a PA2 grant you may engage the conservation consultant to prepare the Management Plan. Your NP LA, or agent, will support you and the conservation consultant during this Management Plan process.

### The Management Plan

7. The Management Plan must follow the requirements of the Brief. It should identify, evaluate and present an understanding of the historical, architectural, wildlife and landscape values of the building as well as detailing all the work required to make the building structurally sound and weatherproof

within a specification. The detailed specification of works will later be used to obtain formal tenders for the building restoration work. The Management Plan must be agreed by your NP LA before formal tenders are obtained from building contractors. It is also worth ensuring that you apply for any consents if the building is designated in any way or is covered by any wildlife protection law, as you will have to submit them with your Historic Building Restoration Grant (HE2) application.

8. If you do not use the NP LA as your agent, you must check with the NP LA at this stage to ensure that the Management Plan has been completed to a satisfactory standard prior to seeking formal quotes from building contractors.-
9. The Management Plan produced from the PA2 process, and approved by your NP LA, will form a mandatory part of your HE2 agreement and you will be expected to follow it and fully complete all the works identified in it to enable you to claim grant funding.
10. Your conservation consultant oversees the formal building contractor tender process for the restoration works specified in the approved Management Plan and provides a tender report for consideration.
11. The conservation accredited consultant submits the formal tenders and tender report to your NP LA, or agent, for approval.
12. The NP LA, or agent, will support you to submit an application to NE for the HE2 Grant.

### **Stage 3 – Applying for the HE2 restoration grant and completing the work to restore the historic building.**

13. The NP LA, or agent, will support you to submit an application for HE2 building restoration grant to NE. You will be required to submit the detailed Management Plan, building quotes for all of the restoration work, the consultant's tender report and a quote from the consultant for their project management role during the restoration work. In addition you will need to submit all consents required and, if your project costs more than **£50,000**, a chartered accountants letter confirming your ability to fund the project. Application forms can be requested from NE. Contact details are at Section 4.2
14. Each application will be assessed based on the building's historic, landscape and wildlife importance as well as the amount of restoration work required.
15. Subject to:-
  - Passing a threshold,
  - Submitting an eligible HE2 application,
  - receiving a high score in the panel evaluation against the selection criteria,
  - and dependent on available budget,

NE will approve the grant contribution (80% of eligible requested costs including professional fees) and offer you an agreement to carry out the restoration work.

16. The detailed Management Plan produced for the building to be restored, under a Feasibility Study (PA2), will form part of the agreement offer and this plan must be followed in full.

17. Once you have accepted the agreement offer, you may commence the works and engage the conservation consultant to project manage the works and provide interim and final certificates. A pre-contract site meeting will be required before building restoration commences; your NP LA will advise on this.
18. The NP LA will support you and the conservation consultant during the restoration phase, including assistance with interim claims. As part of the partnership working between Natural England, Historic England and the National Parks, the National Parks will continue to provide specialist input until completion of the project and your conservation consultant should liaise with the NP LA throughout the restoration.
19. Once the work is fully completed and signed off by your conservation consultant and the NP LA, submit a claim for payment to Natural England with detailed receipted invoices, bank statements, final architect certificates and final visit report. Please note that the HE2 restoration grant lasts for 2 years and all works, including post restoration surveys, must be completed within this 2 year period for the building to be eligible for grant payment.
20. Agreement Holders can submit interim claims and a final claim for reimbursement at any time of the year, as identified and agreed in the Management Plan, within 2 years and 3 months from the start of the agreement, provided the approved work has been completed in accordance with the terms of the Agreement and have been paid for in full by the Agreement Holder. Valid claims will be paid within 2 months of receipt.
21. NE checks claims, inspects work and authorises the final claim

**Please note that the HE2 grant application must cover all the costs of restoration, to the required standard, as well as any necessary specialist surveys (structural surveys, wildlife surveys, consultants' costs). Any grant offer will be based on a contribution of 80% towards costs. NE cannot amend a grant offer once it has been accepted; it will not be possible to apply for additional funds during the restoration project. Payment of grant will only be authorised on works which are fully completed to the agreed standard and meet the requirements of the CS scheme.**

**Grant will only be payable on VAT where an applicant is not VAT registered for the farm / business enterprise and they are unable to recover the VAT element of the cost. NE will need evidence that you are not VAT registered in order for you to claim grant on any VAT element in the form of an independent accountant's letter.**

**If restoration costs exceed £50,000 we will also need an independent accountant's letter to confirm that the business can fund the restoration. This should be submitted with the HE2 application.**

## **2. How it will be decided whether to proceed with your building restoration project.**

The Historic Building Restoration Grant is a standalone grant with limited funding and will be offered provided your project meets all the eligibility criteria and passes a selection process based on the building's historic, landscape and wildlife importance.

For this reason, once you have read this guide, if you wish to proceed with a building restoration project, please complete the appropriate application forms as soon as possible.

Applying for, and receiving, grant funding for a PA1 Implementation Plan or a PA2 Feasibility Study does not commit you to applying for an HE2 Historic Building Restoration Grant. PA1 and PA2 grants are designed to

determine the work required to undertake a restoration. Similarly, NE's offer of a PA1 or PA2 grant does not commit it to offer an HE2 grant.

### **Is the building eligible for funding?**

Section 3 provides guidance on which buildings are eligible for CS Historic Building Restoration Grant aid.

### **Is CS the most appropriate grant for the restoration of the building?**

CS grants cannot be used to fund the conversion of buildings to an alternative use, such as residential or commercial use.

In very unusual circumstances, a building restoration under CS may be possible for a building which will have an alternative future use, but only where this use does not require any alterations that will affect the historic integrity or character of the building, inside or out, and meets State Aid rules. You should seek advice from your NP LA if you are considering using your building for an alternative use, but do not intend any alterations.

### **How long will I have to maintain the building after grant aid?**

There is a requirement to maintain the building in its restored state and current use for a period of 5 years after satisfactory completion of the restoration works and payment of final grant. Any repairs or maintenance during this 5 year period must be carried out to the same standard as the restoration work. No substantial changes can be made to the building within this 5 year period.

## **3. Which buildings are eligible for CS grant aid?**

### **Buildings identified as being in need of restoration**

#### **Eligible buildings are:**

Roofed buildings, including:-

- Non-residential buildings constructed with traditional methods and materials, and built in or before 1940 in a characteristic local, vernacular or 'designed' architectural style.
- Ornamental or architecturally designed buildings – for example – those within parklands or designed landscapes, model farms. Where these buildings are subject to an entrance fee for visitors, the grant funding rate will be reduced to 20%.

#### **Ineligible buildings generally are:**

- Modern buildings, including those constructed using concrete, timber or steel frames and clad in universal materials such as concrete/breeze blocks or tiles and fibre cement sheeting.
- Non roofed structures, such as bridges, lime kilns and WW2 pillboxes.
- Ruined buildings – those where over 50% of the building has been lost.
- Buildings on common land
- Buildings not marked on an OS map dated on or before 1940.
- Buildings which have received grant funding for restoration in the past
- Historic buildings converted, for example, to residential, holiday accommodation or commercial use, or those used specifically as ancillary buildings to residences, such as car garages
- Buildings with land parcels already within an Environmental Stewardship (ES) agreement (eg. ELS, UELS, HLS). If the building's land parcel is not registered as a parcel number on the ES agreement, then it is eligible for funding.

### Does the use of the building affect its eligibility?

The use of a building does affect its eligibility. The grant rates for building restoration work are based on the work having no direct impact on the economic value of a building.

- Historic buildings used for their original or a related purpose, such as the processing or storage of crops and animals, agricultural material and machinery are **eligible**.
- Unconverted redundant historic buildings – for example, redundant mill or parkland buildings - are **eligible**.
- Historic buildings converted, for example, to residential, holiday accommodation or commercial use are **not eligible**.
- Historic buildings used specifically as ancillary buildings to private residences, such as car garages, are **not eligible**.
- Unconverted historic buildings that are being used for purposes for which they were not originally designed, such as light industrial, educational access or livery use **are only eligible where the use of the building does not affect the historic integrity and essential character of the building**.

### Other factors affecting eligibility.

Buildings that have planning conditions attached to them (such as planning consent for conversion to a dwelling, or a requirement to maintain them in a certain condition) will **not be eligible** for grant under CS.

### Can I convert a restored building?

If you convert, or sell for use as a private dwelling or other alternative use that affects the historic integrity of the building, within 5 years of payment of final grant, a building which has been restored using a CS grant, this grant (along with the associated PA1 and PA2 funding) is likely to be reclaimed from you. All buildings restored using CS grant funding must be maintained in their restored state for 5 years from the final grant payment of the restoration.

**Sections 4 and 5 of this guidance are intended to inform any contractors, such as architects or builders, of the aims and requirements of building restorations under CS. This should help them to give you a realistic idea of the costs, time and extent of work involved in undertaking a restoration of this type.**

## 4. The principles that must be applied to historic building restorations under CS.

**Any building restoration project proceeding under CS must:**

- Halt the process of decay without damaging the historic, architectural or archaeological significance of the building, the landscape it sits in, or the wildlife habitats it provides.
- 'Repair' rather than 'renew' wherever possible – for example, by scarfing or piecing in new timbers into old, patching of lime plaster.
- Bring the building back into good repair - it must be structurally sound and weatherproof.
- Undertake the minimum work required to bring the building back into good repair.
- Only restore lost features where you can provide evidence that they existed.
- Use traditional methods and materials (such as lime mortars) that are appropriate to the age and condition of the building.
- Retain regional and local character through using materials and detailing traditional to the locality – for example, long straw roofs and stone slate roofs.
- Use new material to replace existing material only where necessary and on a like-for-like basis – for example, patching in using bricks of the same size, shape and colour.

- Only use modern ‘non-traditional’ materials, such as metal ties or bracings, where they support the retention of original or historically important parts of the structure and not as a direct substitute or replacement. Non-traditional materials may be used where:
  - it is necessary to retain historic fabric e.g. structural reinforcement to a timber frame or masonry walls.
  - it is contemporary with the original construction design.
  - it is required for statutory reasons under health and safety or building regulations, or
  - the original, or other suitable traditional material is no longer produced and a modern substitute can be considered acceptable.
- Be tendered to contractors with proven experience and ability of working on building conservation projects, and who are known to be able to achieve the standards of quality required.

## 5. The work eligible for grant aid

The following provides an explanation of some key eligible works and should be used together with Section 4 to inform any contractors, such as architects or builders of the aims and requirements of historic building restorations under CS, prior to them providing you with any advice or estimates.

### Roof covering

#### Eligible

- Repair of original, traditional roof coverings. Re-roofing where localised repairs are impossible.
- Reuse of materials wherever possible. Replacement material on a like for like basis.
- Traditional materials used in the locality. For example, Clay nibbed or pegged tiles; thatching materials (e.g. combed wheat reed), traditional slate materials used in the locality on a “like for like” basis.
- Copper slating nails or stainless steel nails; hardwood tile pegs.
- Changes to roof covering ONLY where there is good evidence of the building having been originally roofed in a different material, or where the original material or suitable traditional alternative may no longer be available. The alternative will need agreement from your NP LA. Also note that you should liaise with your local planning authority for advice on planning requirements & consents where there are to be changes in materials.
- Repair and retention of all roofing details, such as coursing, ridges and hips, close eaves and plain or slated verges and stone valley details.
- Repair and retention of all original timber fascias and bargeboards where these are part of the design of the building.

#### Ineligible

- Material of a similar appearance – there is a requirement to replace like with like using traditional materials
- Artificial or alternative materials such as concrete tiles, asbestos cement slates, reconstructed slates or artificial stone slates.
- Galvanised nails or roofing clips; metal tile pegs.
- New roofing details or materials where there is no evidence for their previous use or existence.

### Weather-proofing

#### Eligible

- Repairs or reinstatement of torching / parging where there is evidence that the underside of a roof was originally “torched” or parged using a lime plaster.

Ineligible

- Roofing (sarking) felt. This must not be used in CS restoration projects. If an applicant wishes to use roofing felt in a restoration, that restoration will be ineligible for grant and any grant already paid may be reclaimed.

### **Gutters & downpipes**

Eligible

- Repair or replacement of the rainwater disposal system, both above and below ground. Replacement of lead, cast iron and timber goods on a like-for-like basis in the original pattern and material types, e.g. half round cast iron.
- Where there is no evidence of rainwater disposal system and it is needed to prevent water penetration to the building – where agreed with your NP LA.

Ineligible

- Plastic, aluminium or GRP rainwater goods. These materials must not be used in CS restoration projects.

### **Structural work & joinery repairs**

Eligible

- Necessary structural repairs with the emphasis on sensitive repair before considering replacement or rebuilding.
- Structural engineering advice from an engineer with experience of dealing with historic buildings (eg. CARE registered structural engineers).
- Timber repairs undertaken with traditional joinery methods eg. scarfing or piecing in of new sections to existing timber.
- New timber for replacement or repairs of the same (i.e. original) cross section using the same timber type, dimensions, dressing and finish.
- Limited use of steel straps, plates and braces to support the retention of original or historically important parts of timber structures.
- Structurally failed and defective solid construction walls repaired using original materials in the original style – or alternative methods agreed with the NP LA.
- Restraint of wall movement through ties or other supports, subject to structural engineers' advice.

Ineligible

- Resin repairs to timberwork or defrassing.
- Steelwork as a substitute or replacement for timber or structural elements.
- Use of modern blockwork with a facing of original materials or brick slips.
- Replacement of hardwood structures with softwood.

### **External windows, hatches & doors**

Eligible

- Repair or replacement of panels, pitching holes / hatches, windows and doors including their frames, glazing, ironmongery and other fittings. These should be to the original / historic size and design.

- Replacement of missing details where there is evidence of the former (see section 4 above), or the design matches local precedents.

Ineligible

- New details or materials where there is no evidence for their previous use or existence.

### **Blocked openings**

Eligible

- Re-opening of original, blocked openings (subject to necessary consents) where the NP LA agrees that this work will not affect the character or significance of the building.

### **External architectural features**

Eligible

- Repair or replacement (where necessary) of existing external features such as finials, canopies, barge boards, shutters, clock faces, weather vanes and sundials, where these contribute to the significance of the building.

Ineligible

- Repair or reinstatement of clock machinery.

### **Internal features, fixtures & fittings**

– (NB – the restoration of structural elements is the main priority for building restoration projects and applications for internal fixtures and fittings only, will be rejected)

Eligible

- Repair of fixtures and fittings – e.g. cow stalls, stabling or mangers where they are an integral part of the significance of the building.
- Repair of machinery that is an integral part of the significance of the structure, for example, the moving parts of a windmill or watermill.

### **Mortars & renders**

Eligible

- Lime-based mortars, renders harlings and plasters, using traditional methods and finishes. Compatible hardness, texture and colour should be sought. In exceptional circumstances, your NP LA may advise bespoke mortar mixes.
- Natural Hydraulic lime (strength to be agreed with the NP LA) or lime putty (with pozzolanic additive if required).

Ineligible

- Cement (OPC) in mortar or render mixes, unless used in the original construction. For example, in a composition mortar (cement & lime), where this compatibility should be maintained. Modern gypsum plasters.
- Standard hydrated ('bagged') lime.

## Floors

### Eligible

- Repair and restoration of original flooring such as cobbles, setts, flagstones, rammed chalk, and lime ash.
- Repair and reinstatement of timber flooring where there is evidence of its use. New work should be appropriate to the buildings age and existing work.

### Ineligible

- Repair or insertion of modern concrete floors. Concrete floors must not be laid in a building which is undergoing grant aided restoration.

## Fixings & repairs

### Eligible

- Use of traditional fixings for repair work. These should, where possible, match original types, e.g. timber dowels, iron or steel nails. Modern materials may be acceptable in certain circumstances for structural support reasons, e.g. to help prevent the loss of original construction. Examples may include steel strapping or plating to failing timbers, steel tie bars and reinforcement embedded within walls such as structural ties.

### Ineligible

- Use of modern materials to replace lost or failing construction or components that are traditional by nature or design.

## Timber cladding/weather-boarding

### Eligible

- Retention and reuse of original cladding wherever possible.
- New weather- boarding to match to the original profile, dimensions, fixings and finish.

## Replacement materials for new work

### Eligible

- Additional stone required for building purposes must be of similar geological origin, colour, dimensions and dressing to the existing unless agreed otherwise by the NP LA.
- Bricks used for repairs must be compatible with the existing work both in colour, composition and mean strength. Imperial size bricks must be sourced wherever possible.

## Use of Second Hand building materials

- Stone, brick slate, etc. is NOT to be sourced from other buildings or walls without the prior documented agreement of your NP LA. The use of second hand materials is not acceptable unless suitable traceable documentation is provided to validate that materials have not been sourced by unofficial removal i.e. "robbing out" from another extant building. We will not pay for items or material "taken from stock" or already on the farm.

## Paintwork

### Eligible

- Traditionally painted and stained finishes, e.g. coal tar and bitumen paint, where they are relevant to a building's history.
- Lime-wash finish to internal walls and ceilings. Lime-wash to external walls where there is evidence of this finish.

### Ineligible

- Modern self-coloured or microporous paint finishes unless originally used.

## Cleaning

### Eligible

- Where there is a strong justification for cleaning, for instance, to uncover partially obscured features.
- Some chemical liquid or paste paint removers, used in conjunction with hand wallpaper strippers, ONLY where agreed with your NP LA.
- Some water spray cleaning equipment, ONLY where agreed with your NP LA.

### Ineligible

- Abrasive cleaning methods such as electric sanders, strippers, high pressure grit or shot blasting as these are likely to damage delicate features.

## Alteration, demolition & conversions

### Eligible

- Demolition of later, inappropriate modern additions to a building where these do not have historic value.

### Ineligible

- Works to alter, convert or demolish all or part of the historic building.
- 'Improvements' - or alterations to the structure that alter its character and significance eg. enlargement of doorways, raising eaves levels, introduction of new openings etc.

## Services

### Ineligible

- Installation or repair of services such as electricity, gas and plumbing, unless it is necessary to move existing services to allow restoration to take place. In these cases only the labour (not parts) will be eligible.

## Re-instatement

### Ineligible

- Wholesale reinstatement of largely lost or destroyed structures or elements is not eligible for grant unless the reinstated item is for structural purposes and there is good evidence that lost features existed.

### Minor repairs & routine maintenance

Ineligible

- Buildings requiring maintenance works or minor repair works ONLY

### Using contractors to undertake capital works

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

### Value Added Tax

- Grant will only be payable on VAT where an applicant is not VAT registered for the farm / business enterprise and they are unable to recover the VAT element. We will need evidence that you are not VAT registered in the form of an independent accountant's letter.

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# Annex 3: Assessment Criteria for Historic Buildings

Significance			Score Range
1	Date of building	<ul style="list-style-type: none"> <li>■ Pre 1750</li> <li>■ 1750 – 1914</li> <li>■ Post 1914</li> </ul>	8 4 2
2	Status	<ul style="list-style-type: none"> <li>■ Listed</li> <li>■ Curtilage / conservation area / local list</li> <li>■ No listing</li> </ul>	4 2 1
3	Style of building	<ul style="list-style-type: none"> <li>■ Vernacular</li> <li>■ Designed</li> <li>■ Industrially produced</li> </ul>	4 4 1
4	Survival of farmstead as a whole	<ul style="list-style-type: none"> <li>■ Substantially intact – less than 25% change</li> <li>■ Partial loss – 25% - 50% change</li> <li>■ Significant loss – more than 50% change</li> <li>■ Major loss – more than 75% change</li> </ul>	16 8 4 1
5	Significance of farmstead	<ul style="list-style-type: none"> <li>■ Rare survival in area</li> <li>■ Representative farmstead type for area and period</li> <li>■ Unrepresentative farmstead type for area</li> </ul>	16 8 4
6	Farmstead's contribution to historic landscape character	<ul style="list-style-type: none"> <li>■ Significant</li> <li>■ Limited</li> <li>■ No contribution</li> </ul>	8 4 2
7	Individual interest of the building	<ul style="list-style-type: none"> <li>■ Rare survival</li> <li>■ Representative building type for area and period</li> <li>■ Unrepresentative building type for area and period</li> </ul>	16 8 4
8	Fittings and fixtures  (Internal fittings and fixtures which add to the building's character and are associated with its use eg. Stalls, grain bins, machinery)	<ul style="list-style-type: none"> <li>■ Rare original features survive</li> <li>■ Typical original features survive</li> <li>■ Partial loss of original features or survival of secondary features</li> <li>■ All original features removed</li> </ul>	8 4 2 1
9	Additional interest  Eg graffiti, ritual marks, tallies	<ul style="list-style-type: none"> <li>■ Unusual feature of historic interest</li> <li>■ Feature associated with use of land / ritual</li> <li>■ Construction marks</li> </ul>	4 2 1

Vulnerability			Score Range
10	Building fabric	<ul style="list-style-type: none"> <li>■ Particularly rare or vulnerable fabric</li> <li>■ Traditional</li> <li>■ Not original but still largely traditional</li> <li>■ Extensive use of non-traditional materials</li> </ul>	16 8 4 1
11	Changes to building	<ul style="list-style-type: none"> <li>■ Original form</li> <li>■ Largely original form</li> <li>■ Largely changed</li> </ul>	8 4 2
12	Potential for adaption	<ul style="list-style-type: none"> <li>■ None, or low economic potential</li> <li>■ Some potential for non-original use</li> <li>■ High potential for change to new use</li> </ul>	16 8 4
13	Extent of restoration work required to safeguard and weatherproof building	<ul style="list-style-type: none"> <li>■ Minimal</li> <li>■ Significant fabric failing where maintenance is not an option</li> <li>■ Substantial scale of work but little impact on integrity of building</li> <li>■ Extensive rebuilding / structural work</li> </ul>	Ineligible 8 4 Ineligible
14	Urgency of work at present time	<ul style="list-style-type: none"> <li>■ Imminent collapse. Ongoing significant structural failure</li> <li>■ Significant water ingress, minor structural repairs</li> <li>■ No immediate concern</li> </ul>	16 8 4
Public Good			Score Range
15	Impact of expected use	<ul style="list-style-type: none"> <li>■ No loss of integrity or character</li> <li>■ Little change in fabric or character</li> <li>■ Significant intervention</li> </ul>	8 4 Ineligible
16	Landscape amenity value	<ul style="list-style-type: none"> <li>■ High</li> <li>■ Medium</li> <li>■ Low</li> </ul>	16 8 4
17	Wildlife interest	<ul style="list-style-type: none"> <li>■ Evidence of protected species</li> <li>■ Tangible evidence of use, current or past</li> <li>■ Potential for wildlife</li> </ul>	4 2 1
18	Public access	<ul style="list-style-type: none"> <li>■ Public / educational access to building</li> <li>■ Permitted route adjacent or close to building</li> <li>■ Clearly visible from permitted route</li> </ul>	16 8 4



Department  
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The European  
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