



The European Agricultural Fund
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Countryside Stewardship Manual:

Woodland Creation Grant

Applies to all Woodland Creation Grant agreements
commencing after 9th September 2018

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1 Introduction

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

Mandatory elements of the Woodland Creation Grant Manual

A Countryside Stewardship agreement will comprise:

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

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

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

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

For Countryside Stewardship forms see: <http://www.gov.uk/government/collections/countryside-stewardship-forms>

2 Scheme Overview

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

The Government has confirmed that it will guarantee funding for Countryside Stewardship grants if they are:

- agreed and signed before 31 December 2020;
- good value for money; and
- in line with domestic strategic priorities.

Countryside Stewardship supports Defra's Strategic Objective of 'a cleaner, healthier environment, benefitting people and the economy'. It also supports Defra's 25 year environment plan 'for our country to be the healthiest, most beautiful place in the world to live, work and bring up a family'.

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

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

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

2.1 Organisations delivering and funding the scheme

The scheme is jointly delivered by Natural England, Forestry Commission England and the Rural Payments Agency (RPA) on behalf of Defra. All supporting scheme guidance material can be found at: www.gov.uk/government/collections/countryside-stewardship-get-paid-for-environmental-land-management.

This single scheme supersedes the following schemes which are now closed to new applications:

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

2.2 How the scheme is funded

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

2.3 Countryside Stewardship elements

There are three main elements within Countryside Stewardship:

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

The scheme also provides:

- support for organic conversion and management; and
- a Facilitation Fund, which supports groups of land managers to collectively deliver landscape scale objectives.

This Manual covers the Woodland Creation Grant element of Countryside Stewardship.

Land managers interested in other elements of the Scheme should refer to <https://www.gov.uk/government/collections/countryside-stewardship-get-paid-for-environmental-land-management> for access to the following information:

- CS: Higher Tier Manual
- CS: Hedgerows and Boundaries Grant Manual
- Facilitation Fund at:
www.gov.uk/government/publications/guide-to-countryside-stewardship-facilitation-fund

There is a dedicated woodland support page on GOV.UK at

<https://www.gov.uk/government/collections/countryside-stewardship-woodland-support> where you can find more information specific on woodland support and the following grants:

- CS: Woodland Management Plan Grant
- CS: Woodland Tree Health
- CS: Historic Building Restoration Grant

2.4 Elements of a Woodland Creation Grant application

A completed Woodland Creation Grant application consists of:

- the Countryside Stewardship capital application form
- the Woodland Creation Annex (incorporating the woodland creation plan and scoring tables – see section 5.4 for information)

Both these can be found at www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form

- an application map, either sourced from Countryside Stewardship Delivery Services' map request service or created by the applicant, and any additional supplementary maps adhering to the guidelines at section 5.5.1;
- any relevant consents, permissions, exemptions or any written advice (please see individual capital item requirements at www.gov.uk/countryside-stewardship-grants); and
- any evidence required at initial application stage for individual capital items (see section 5.11).

If submitting an application electronically (preferred), applicants should email the Excel annex and scan the paper documents above to Countryside Stewardship Delivery Services using the relevant email address in Annex 4.

Applicants can complete and submit their Woodland Creation application form and annex to Countryside Stewardship Delivery Services at any time - more information can be found in section 3.6.

3 How it works

The CS Woodland Creation Grant is a capital grant, where applicants can apply for one-off payments for the trees which will be planted and any associated protection items and support towards infrastructure to help the establishment of new woodland using capital item FY2: woodland infrastructure. If their application is successful, the applicant has 2 years to purchase and plant/install these capital items, and a further 3 months to submit their payment claim.

Once the woodland is planted and the final capital claim is paid, eligible applicants can apply for a separate multi-year grant to maintain the newly created woodland for 10 years. This support is called Woodland Creation Maintenance Grant and is part of the Countryside Stewardship Higher Tier. Applications for Woodland Creation Maintenance Grant are made during the Higher Tier submission window. More information on Woodland Creation Maintenance Grant can be found in Chapter 8.

Therefore, support for Woodland Creation in Countryside Stewardship is made up of:

- Woodland Creation Grant for the capital items associated with the planting and protection of the trees (section 3.1.1)
- Woodland Creation Maintenance Grant (WD1) for the ongoing maintenance of the trees after they have been planted (section 3.1.2)

3.1 The parts of woodland creation support

3.1.1 Capital items

To develop their application for the Woodland Creation Grant applicants can choose items from a range of capital items listed in the below table. Each has a payment rate which is the value of a one-off payment that will be paid towards the cost of that item or activity. Agreement Holders must maintain their capital items for 5 years from the date of final payment. Please note item TE4 – the supply and planting of trees is mandatory and must be included in all applications.

Code	Capital items for use in Woodland Creation	Payment Rate	Aim	Additional notes	Mandatory or Optional?
TE4	Tree planting	£1.28/tree	To supply, plant and weed young trees and protect with a 0.6m spiral guard	Spiral not needed in some circumstances – this needs to be agreed with the Forestry Commission Woodland Officer	Mandatory to apply for Woodland Creation Grant
TE5	Individual tree shelter	£1.60/unit	To protect young trees with a tree shelter	This supplement can only be used with TE4. Shelter height to be agreed with the Forestry Commission Woodland Officer	Optional
FG1	Fencing	£4/m	Method of stock control, to help habitat management or protect environmental features	This item can be used with the item TE5 where appropriate and agreed with the Forestry Commission Woodland Officer.	Optional

Code	Capital items for use in Woodland Creation	Payment Rate	Aim	Additional notes	Mandatory or Optional?
FG2	Sheep netting	£4.90/m	Exclude sheep to protect environmental features	This item can be used with the item TE5 where appropriate and agreed with the Forestry Commission Woodland Officer.	Optional
FG4	Rabbit fencing supplement	£2.50/m	Supplement to fencing (FG1), sheep netting (FG2), or deer fence (FG9) to exclude rabbits to help protect environmental features	This supplement can only be used with one of the following capital items: <ul style="list-style-type: none"> ■ FG1 Fencing ■ FG2 Sheep Netting ■ FG9 Deer Fencing This item can be used with the item TE5 where appropriate and agreed with the Forestry Commission Woodland Officer	Optional
FG5	Fencing supplement - difficult site	£1.24/m	Supplement to fencing (FG1) to cover the extra costs of fencing on a difficult site	This supplement can only be used with one of the following capital items: <ul style="list-style-type: none"> ■ FG1 Fencing ■ FG2 Sheep Netting ■ FG9 Deer Fencing This item can be used with the item TE5 where appropriate and agreed with the Forestry Commission Woodland Officer	Optional
FG9	Deer fencing	£7.20/m	To protect newly created woodland from deer browsing	This item can be used with the item TE5 where appropriate and agreed with the Forestry Commission Woodland Officer.	Optional
FG12	Wooden field gate or wooden wings	£390/gate	Facilitate stock management and keep livestock out of watercourses.	When used in combination with the item FG9, the gate (FG12) must be deer proof.	Optional
FG14	Badger gate	£135/gate	Provide badgers unrestricted access either side of a newly erected fence, which crosses known badger routes	This supplement can only be used with one of the following capital items: <ul style="list-style-type: none"> ■ FG1 Fencing ■ FG2 Sheep Netting ■ FG4 Rabbit Fencing supplement ■ FG5 Fencing supplement difficult sites ■ FG9 Deer Fencing 	Optional
FG15	Water Gates	£240/Gate	Use across streams in conjunction with other stock control options to keep livestock and deer out of new planting	This item can only be used on fence lines across streams, with other stock or deer control items	Optional

Code	Capital items for use in Woodland Creation	Payment Rate	Aim	Additional notes	Mandatory or Optional?
BN13	Top Wiring – Stone Wall	£3.60/m	Where there is already a wall protecting a site this item can be used to provide additional height for deer/ large mammal protection	To be used on top of walls to exclude stock and deer from new woodland planting where appropriate and agreed with the Forestry Commission Woodland Officer	Optional
RP32	Small Leaky Woody Dam (1-3m)	£461.39/dam	To be used as part of a scheme designed to reduce flood risk and with the approval of the Environment Agency and/or Lead Local Flood Authority	To support this item, PA2 Feasibility Study can be used. This is a standalone item and can only be used with written permission from Natural England obtained prior to applying for Woodland Creation.	Optional
RP33	Large Leaky Woody Dam (3-5m)	£764.43/dam	To be used as part of a scheme designed to reduce flood risk and with the approval of the Environment Agency and/or Lead Local Flood Authority	To support this item, PA2 Feasibility Study can be used. This is a standalone item and can only be used with written permission from Natural England obtained prior to applying for Woodland Creation.	Optional
FY2	Woodland Infrastructure	40% of actual cost (based on the selected quote)	To be used to support the planting and maintenance of new woodland	This item may require planning permission and if so evidence of this must be submitted with the application.	Optional

See Annex 2 for further information on woodland infrastructure (FY2) and Annex 3 for indicative designs for small and large leaky woody dams (RP32 and RP33).

See www.gov.uk/countryside-stewardship-grants for full details on each capital item

3.1.2 Woodland Creation Maintenance payments (through a separate Higher Tier agreement submission window):

To support the successful establishment and on-going maintenance of new woodland, the CS Higher Tier option Woodland Creation Maintenance Grant (WD1) offers a multi-annual payment of £200 per hectare for a period of 10 years.

Eligible applicants can apply for this option provided the objectives of the Woodland Creation Capital agreement have been met and the final claim has been paid. It is important to note that Woodland Creation Agreement Holders are subject to maintenance requirements on their newly planted woodland for 5 years from the final payment for capital works regardless of whether or not they apply for WD1.

More information on the Woodland Creation Maintenance Grant can be found in chapter 8 of this manual.

3.2 Restrictions on agricultural activity in woodland areas

Any land subject to a Woodland Creation agreement must not be used for any agricultural activity, including grazing, for a period of at least 5 years following the final capital payment or the period of any maintenance payments – whichever is longer. Once the Woodland Creation agreement starts the land is considered non-agricultural (regardless of when the trees are planted) because this is the point at which land is set aside for non-agricultural use. Agreement holders must submit an RLE1 form to notify the Rural Payments Agency (RPA) and register the land as a permanent non-agricultural area with an effective date of 1 January the following year.

Provided all eligibility requirements are met, land managers can continue to claim Basic Payment Scheme (BPS) on land in the Woodland Creation Grant agreement and until the end of any subsequent 10 year Woodland Creation Maintenance agreement or until BPS ends, whichever is sooner. If applicable, agreement holders will be required to take action to continue to correctly claim BPS after tree planting. For further guidance on claiming BPS with Woodland Creation and Woodland Creation Maintenance please see chapter 8. For general advice on how woodland grant agreements affect BPS eligibility please see operations note 42: <https://www.gov.uk/government/publications/guidance-on-woodland-grant-schemes-and-bps-operations-note-42>.

3.3 Woodland Creation payments

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

Woodland Creation Capital Grant is capped at £6,800 per hectare for capital items covering both planting and protection. The payment cap is taken as an average across the entire agreement area, meaning some areas can exceed £6,800 per hectare if the average across all areas in the agreement does not exceed £6,800 per hectare. The Woodland Creation annex (Annex 2 of the capital application form) includes a calculation so that applicants can check if the payment cap applies to their application.

Applicants should work with their Woodland Officer to ensure they understand what is required to prepare a credible woodland creation scheme (i.e., that all necessary tree protection measures are included) and how this relates to the payment cap.

In addition to the costs for the capital items of tree planting and protection, applicants can receive 40% of actual costs for capital item woodland infrastructure (item FY2) and fixed costs for leaky woody dams (items RP32 and RP33).

The Woodland Creation Maintenance Grant (option code WD1) (see section 3.1.2) can be paid on eligible land. This has a payment rate of £200 per hectare which is not included in the calculation of the payment cap on capital grant support.

3.4 Planting area thresholds, open space and tree specifications

In order to be eligible for a Woodland Creation Grant, the following thresholds must be met:

Eligibility Threshold	General	Planting as part of measures for water quality or flood prevention. These lower thresholds are only applicable in exceptional and fully justified cases.
Minimum area per application	3 hectares	1 hectare
Minimum block size	0.5 hectares	0.1 hectares
Minimum width	20 metres	10 metres

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

In order for a species to be eligible under Woodland Creation, the plants chosen must have at least one woody stem that is capable of achieving a total height of five metres on a given site. In certain situations natural site constraints may limit the height of species and this will be taken into account.

There are a number of species that are exempt from this specification, these are:

- Gorse (*Ulex europaeus*)
- Rhododendron (*Rhododendron spp.*)
- Sea buckthorn (*Hippophae rhamnoides*)
- Laurel (all members of the *Lauraceae* family and cherry laurel)

3.5 Woodland creation objectives and woodland design

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

3.5.1 Guidelines on planting for biodiversity objectives

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

- up to 20% of the species mix can be non-native.
- up to 20% of the native species can be 'advancing' or 'honorary' natives.

For more information on these terms, see the managing ancient and native woodland in England guide: <https://www.gov.uk/government/publications/managing-ancient-and-native-woodland-in-england>

Protecting, connecting and expanding existing native woodland by planting in close proximity to woodland will receive points through the scoring process (see section 5.4.3). The Forestry Commission will review the location of woodland creation proposals and their proximity to other native or ancient woodlands to validate the score.

Species choice

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

The species selected for creating the new woodland must take into account the impact of pest and diseases and any plant health controls and guidance that are in force. This is listed at www.forestry.gov.uk/pestsanddiseases.

Planting design

The planning of new native woodland should consider how the design will accommodate features of interest not suitable for tree planting such as historic monuments or priority habitats. There is guidance on the forest design process in the UK Forestry Standard and [Practice Guide on Design techniques for forest management planning](#). Preparing a site appraisal and concept design plans will help the design process and examples of these plans can be found here: <https://www.gov.uk/guidance/create-woodland-overview>.

If your woodland is over 10 hectares you can apply for a Woodland Creation Planning Grant to help with this work - see section 5.4.2.

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

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

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

3.5.2 Guidelines on planting for water objectives

New woodland that is appropriately located and designed can help reduce flood risk and/or diffuse water pollution. The ability of trees to deliver water benefits depends on the location of the new woodland as follows:

- **Wider catchment woodland** - planting here can help reduce fertiliser and pesticide usage; protect sensitive soils from disturbance and erosion; increase infiltration and reduce water runoff; and intercept sediment and chemical pollutants in run-off, reducing the delivery of pollutants to watercourses.
- **Riparian woodland** - planting along watercourses can create a buffer between rivers and the adjacent land, intercepting and removing nutrient pollutants and sediment in run-off; providing a barrier to pesticide spray drift; protecting river banks from disturbance and erosion; slowing flood flows; and providing shade to reduce thermal stress to fish and other aquatic life.
- **Floodplain woodland** - planting here can act as a partial barrier to a river when in flood. This helps to slow flood flows and encourages the deposition of sediment and the retention of pollutants on the floodplain
- **Cross-slope woodland** – planting of smaller areas (typically belts) of woodland (all types) across hill slopes. Cross-slope woodlands can intercept pollutants and reduce rapid runoff from higher land. They can also encourage infiltration and increase the soil's water storage capacity.

In some circumstances, woodland creation can have a negative impact on water resources and/or water quality. In some parts of England, the high water use of conifers and short rotation energy crops can threaten local water supplies and river flows, while the ability of woodland canopies to 'scavenge' acid pollutants from the atmosphere can increase surface water acidification. In other situations reduced river flows can be detrimental to water-dependent protected sites.

Where the scale and type of woodland planting suggests these might be an issue, the applicant should seek advice from available data published online, the Environment Agency, local water company and/or Natural England and use the advice received to inform the woodland creation proposal.

3.6 When to apply for Woodland Creation

Applications for Woodland Creation grant can now be made at any time.

Before the final application can be submitted the application process requires:

- A Forestry Commission Woodland Officer to make a site visit.
- Publication of the proposals on a Public Register for New Planting and Felling.
- Consultation with any statutory consultees (organisations which must be notified or provide consent for the tree planting).

As a result applicants should expect an application to take at least 5 months to process. In all cases applications will be processed as quickly as possible. Timescales will vary because each application is different. Applications involving the amendment of an existing Environmental Stewardship agreement, which require consent or agreement from other parties because of potential impacts on designated sites and which include the woodland infrastructure option (FY2) can take longer. During peak periods of work – such as when Forestry Commission Woodland Officers are negotiating Higher Tier applications from May – September, the time to process an application may be longer.

Preparatory work by applicants to provide a detailed woodland creation plan based on prior engagement with key stakeholders will assist the processing of the application. Applicants are encouraged to contact their Forestry Commission Woodland Officer as early as possible to receive advice and guidance to develop their application and understand the likely timeframe processing will take. The site visit required in the application process can be carried out prior to submission of the initial application. A joint site visit between the applicant, FC and any relevant statutory bodies is recommended if the application may require consent or agreement from other parties.

If applicants wish to include the woodland infrastructure (FY2) item in their application it is essential they confirm with their local planning authority and relevant highways authority, as needed, whether permitted development rights apply to the proposed road as early as possible. Evidence of this should be submitted with the initial application. Where planning permission is required, evidence that this has been granted will need to be provided with the final application. Providing this information as soon as possible will help the processing of the application.

Applicants seeking FY2 will also need to provide three quotes for the work. This must be provided with their final application. Again, providing this information earlier will help the application to be processed quicker.

Woodland Creation agreements will be offered to successful applicants as soon as the final checks are completed following ranking of their application and the setting of the clearing score (see section 3.9). Applicants who are unsuccessful will be notified after their application has been ranked.

3.7 Agreement start date

Agreements will start on the first of the month after the clearing score has been set (see section 3.9). However, to maximise the period of the planting seasons after ordering plants within their two year agreement, applicants can ask to defer the start date for their Woodland Creation Grant agreement for up to 6 months after the final application is submitted. Please note it is likely to take at least 4 to 5 months for an initial application to reach the point when a final application is submitted.

For example an agreement offered following an initial application made in October 2018 and fully processed within 5 months would be issued with a start date of 1st March 2019. This start date would require the work to be completed by 28th February 2022. To provide time to order the plants and then maximise the planting periods after this, the agreement start date could be deferred from the point of final application by 6 months. In this example if the final application is submitted in January 2019 the agreement start date could be deferred until 1st August 2019, this would provide the full 19/20 and 20/21 planting seasons to complete the work.

Applicants can request a deferred start date in their application annex.

We will accommodate applicant's requests to defer start dates as far as possible. Applicants should discuss the likely start date with their Forestry Commission Woodland Officer and cannot start any work in relation to the agreement until the agreement has begun.

3.8 Agreement length

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

A Woodland Creation Maintenance Grant agreement (option WD1) is separate and runs for 10 years from that agreement's start date.

3.9 How applications are selected

The scheme is competitive and applications will be scored and taken forward subject to the available budget. Applicants must score their own applications and complete the scoring section found in the woodland creation annex of the application form. This must be submitted with the initial application. A score of 12 points is required for an initial application to be accepted and taken forward.

Forestry Commission will assign the application a final score based on the final application which is submitted by the applicant. Every month Forestry Commission will set a clearing score against available budget. Applications with a final score equal to or greater than the clearing score will be offered agreements. The available budget will be published and updated each month after the clearing score for

that round has been set.

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

- biodiversity;
- water (quality and flooding); and
- climate change (see: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/695127/Climate-change-impacts-adaptation-English-woodlands.pdf and <https://www.forestryresearch.gov.uk/tools-and-resources/tree-species-and-provenance/>)

Applicants who are not successful may re-apply at any time. However, the application will need to be modified to increase its score to have a chance of exceeding a subsequent clearing score. Forestry Commission will publish the clearing scores after each round of scoring to help applicants understand the likelihood of success.

3.10 What the grant cannot pay for

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

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

4 Who can apply

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

4.1 Eligible land

4.1.1 Land that can be entered into the scheme

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

4.1.2 Ineligible land

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

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

4.2 Management control: eligibility and Scheme rules

Applicants must have control of all the land and all the activities needed to meet the requirements of the options and/or capital items they select for the full period of the agreement.

If an applicant does not have full control of the land and all such activities they must obtain the written consent of all other parties who have management control of the land for the entire period of the agreement (but see section 4.2.9 about 'dual use').

4.2.1 Tenants

Tenants applying for an agreement must have:

- control of all the activities needed to meet the Scheme requirements for the chosen Countryside Stewardship multi-year and capital items;
- management control of all the agreement land for the duration of any commitments (which may extend beyond the agreement period); and
- security of tenure for the full period of the agreement. If that is not possible, they must obtain the countersignature of their landlord as part of the application. If a countersigned application is not possible on a part of the tenant's land, that particular area of land must be omitted from the application.

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.

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.

4.2.2 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 4.2.9 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.

4.2.3 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.

A guide to setting permissions in Rural Payments can be found at <https://www.gov.uk/government/publications/countryside-stewardship-authorise-an-agent>.

4.2.4 Licensors

If a licensor applies for a Countryside Stewardship agreement, it is the applicant's responsibility to ensure that the licensee does not breach the terms of the Countryside Stewardship agreement. Applicants must ensure that the licensee is aware of the requirements of the agreement, as relevant to the license, and include these in the license agreement.

4.2.5 Land owned by public bodies

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

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

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

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

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

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

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

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

Landowner	Eligibility	Comments
Government departments, executive agencies and NDPBs (e.g. Ministry of Defence, Forestry Commission)	Ineligible	Woodland tenanted by a private body or local authority may be eligible for support.
Other public bodies (e.g. local authorities, National Park authorities and public corporations)	Eligible	Provided the work does not form part of their obligations as a public body
Parish Councils and former college farms	Eligible	
Tenants of eligible 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.

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

Similarly, eligible tenants of publicly owned land can apply for all capital items under the following terms:

- Tenants of ineligible public bodies must have security of tenure for both the agreement (two years) and durability periods (five years – see section 3.7). In all cases woodland creation maintenance payments (WD1) are not available on land owned publicly.
- Tenants of eligible public bodies must have security of tenure for the full agreement period (two years) and should have security of tenure for durability period (five years – see section 3.7).

However, the landlord should countersign the agreement and must do so where the tenancy will end during the durability period. In all cases woodland creation maintenance payments (WD1) are not available on land owned publicly.

4.2.6 Common land and shared grazing

Common land and shared grazing is eligible for the Woodland Creation Grant. An appropriate individual must sign the application and be responsible for maintaining any resulting agreement.

Applicants must read the 'Common land and shared grazing: additional information' at: <https://www.gov.uk/government/publications/countryside-stewardship-common-land-and-shared-grazing-supplement/common-land-and-shared-grazing-supplement-to-the-countryside-stewardship-manual> which sets out the requirements, and complete the additional 'Common land and shared grazing' supplementary application form at: <https://www.gov.uk/government/publications/countryside-stewardship-common-land-and-shared-grazing-supplementary-application>.

Applicants considering an application for grant aid to support woodland creation should note that the work may require consent from the Planning Inspectorate on behalf of the Secretary of State for Environment, Food and Rural Affairs. This consent is required where the work would prevent or impede access or for works to the surface of the land, for example:

- Putting up new fences to protect new trees, woodland planting or to encourage natural regeneration.
- Building new solid surfaced roads, paths or car parks to enable access to manage the new or existing woodland.

Consent is not required in certain situations – including erecting fencing for up-to-five years; depending on the purpose of the fencing, such as habitat restoration on moorland. However, where an exception applies applicants must still complete a notice of exemption and send it to the Planning Inspectorate.

Any requirement for consent applies equally to new works or where the work is an extension to work with an existing consent.

To obtain consent the proposed works will need to comply with the Secretary of State's common land consents policy.

For more information on the type of work that requires consent, where exemptions might apply and the application process please see: <https://www.gov.uk/guidance/carrying-out-works-on-common-land>.

4.2.7 Businesses receiving other funding or managing the land under other agreements

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

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

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

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

4.2.8 Applying for Woodland Creation on Land Currently in Environmental Stewardship (ES)

Areas currently in ES must either be removed or the current ES scheme allowed to expire before a CS Woodland Creation agreement can be issued on the land. The process for removing ES from land parcels will require a LTA1 form which can be requested from Countryside Stewardship Delivery Services (see contacts in Annex 4 to request a LTA1 form). Applicants must return their completed LTA1 forms to Countryside Stewardship Delivery Services before the application can go through the monthly clearing round.

Land must be registered on the Rural Payments service before it can be included in an application (see section 5.2). If any of the land parcels on the Rural Payments service need to be split to accommodate new woodland, a RLE1 form will need to be completed and submitted to the RPA. Please note the use of marker posts or stones may be required when splitting land parcels for woodland creation.

Please see guidance on splitting land parcels including marking permanent boundaries to split land parcels here: www.gov.uk/government/publications/tell-the-rural-payments-agency-about-land-changes-and-entitlement-transfers. Applicants must return completed RLE1 forms to the RPA for processing before the application can go through the monthly clearing round.

Please contact your local Forestry Commission Woodland Officer or the relevant Countryside Stewardship Delivery Services for more information about this process and any implications for an ES agreement. Contact details are provided in Annex 4.

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

Land to be included in a Countryside Stewardship agreement by one land manager may, at the same time, be used by a different person to claim BPS. This is known as 'dual use'. Dual use is permitted in certain limited situations and there are specific rules which have to be followed as below.

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

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

Applicants applying for a CS agreement on the same land that another farmer or land manager is using to claim BPS must have a written record which shows the respective rights and responsibilities of each

party. This written record must be provided with the CS application. It should set out how the applicant has management control for CS and how the other party meets the BPS rules, including having the land 'at their disposal'. This must include evidence that the applicant has given a copy of the CS terms and conditions – presented in this manual - to the other party and confirm that they will be required to meet them if their application is successful (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.

4.3 Business Viability Test

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

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

For all applications a check will be made against the Individual Insolvency Register or the Companies House Service register. Applications which are assessed as not financially viable may not be offered an agreement.

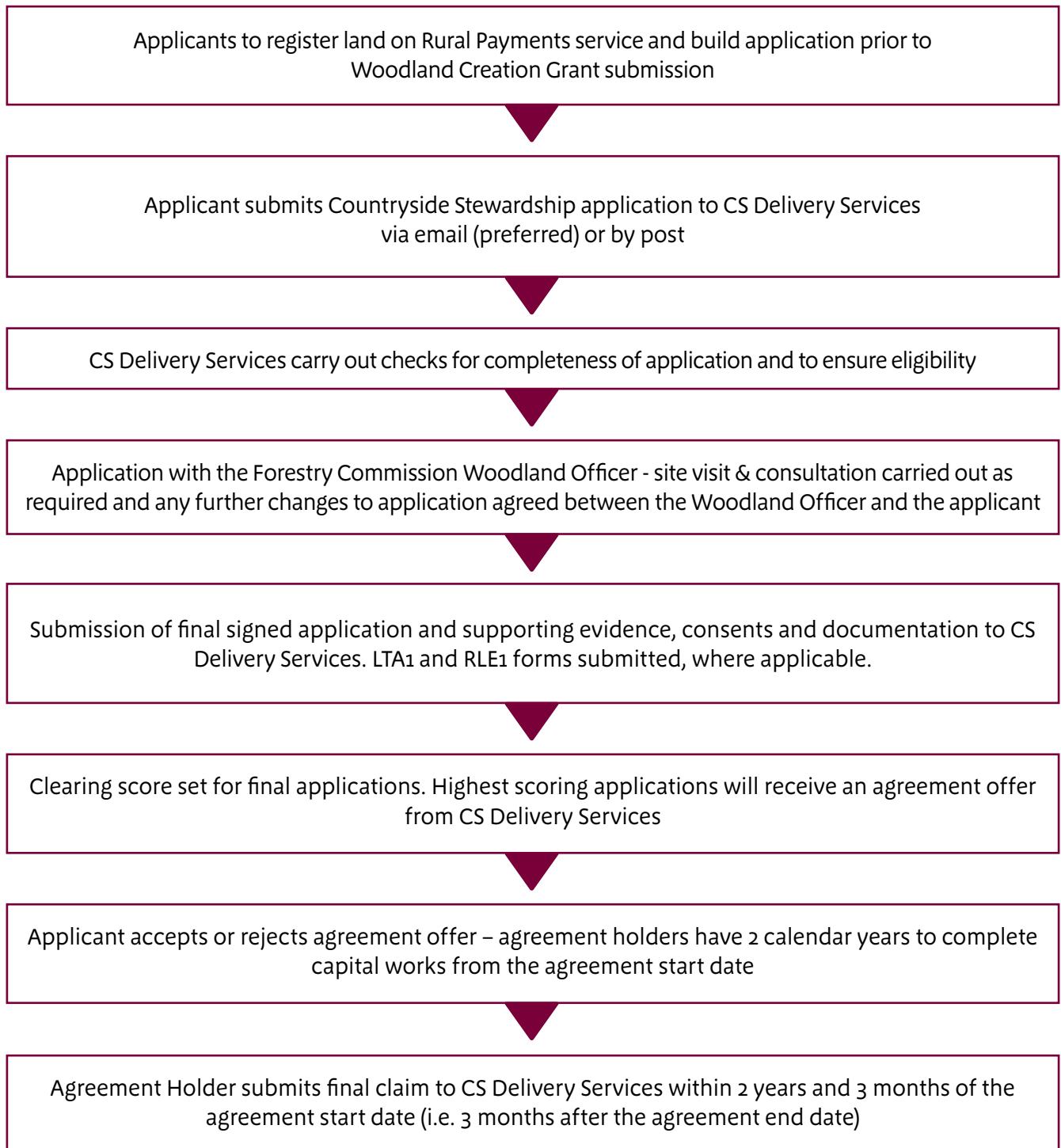
For applications including capital expenditure of over £50,000, we need to check that the applicant is financially viable:

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

5 How to apply

5.1 Woodland Creation Grant application process

See below for the Woodland Creation Grant application process, outlining the steps from application building through to final payment claims.



5.2 Register on Rural Payments

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

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

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

5.3 Check the proposed work will not damage important features

Applicants will need to ensure the capital works in their application will not damage important features such as priority habitats and historic or archaeological features on or adjacent to where the work is undertaken. This may include speaking to neighbours and interested parties and explaining the work. Consultation with neighbours and interested parties should be undertaken prior to submission of initial application.

Applicants are also encouraged to engage with local archaeological organisations to gain supporting advice for their application. The use of previously developed Historic Environment Records (HER) obtained to inform Farm Environment Plans or Historic Environment Farm Environment Records (HEFER) for previous CS Higher Tier applications may also provide information on any historic features to consider in your application.

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

5.4 Choose capital items, land area and planting specifications

The capital items available for use in Woodland Creation are listed in chapter 3. To be eligible for support, applicants must apply for the capital item TE4 (www.gov.uk/countryside-stewardship-grants/supply-and-plant-tree-te4), which can be applied for in conjunction with the additional protection items listed (TE5, FG1, FG2, etc). Annex 2 of the application form ('Woodland Creation annex') must be used to record the details of the capital items applicants wish to include in each field parcel (e.g. number of trees, shelters or length of fencing). Capital Item FY2: woodland infrastructure is an agreement level item and must also be recorded in annex 2 of the application form including details of road specification and quotes.

Applicants should note that there is a cap on the total grant which can be paid and this is taken as an average per hectare across the whole application. This is £6,800 per hectare. If the excel spreadsheet template of the Woodland Creation annex is used, this will be calculated automatically. If the £6,800 per hectare cap is exceeded, the payment will be reduced to the payment cap. Applicants should work with their Woodland Officer to ensure they understand what is required to prepare a credible woodland creation scheme (i.e., that all necessary tree protection measures are included) and how this relates to the payment cap.

In addition to costs for planting and protection, applicants can receive 40% of actual costs for capital item woodland infrastructure (item FY2) and fixed costs for small and large leaky woody dams (items RP32 and RP33). These items are not subject the cap of £6,800 per hectare but the Woodland Creation plan in the application will need to set out a clear rationale for their inclusion.

5.4.1 Woodland Creation Plan

The Woodland Creation plan forms part of Annex 2 submitted as part of the application and must be completed by the applicant. The Woodland Creation plan must meet UK Forestry Standards (UKFS) and associated guidelines which can be seen here - <https://www.gov.uk/government/publications/the-uk-forestry-standard>. This provides an opportunity for the applicant to record the objectives for the proposed agreement and key details such as species proposed and their abundance, percentage open space and planting density. The planting density (measured in 'stems per hectare') varies depending on the species choice and objectives of the proposed agreement. varies depending on the species choice and objectives of the proposed agreement.

Please Note:

- To receive support under the Woodland Creation Grant, the planting density must reach the minimum of 400 trees per hectare. This is the minimum amount and the appropriate planting density will be proposed by the applicant and validated by the Forestry Commission Woodland Officer.
- The Woodland Creation plan must also provide the rationale for the capital items that support the tree planting (TE4), e.g. protection requirements.

The Woodland Creation plan also collects information on any constraints to woodland creation and how these have been considered in the design. This requires the applicant to acknowledge and consider environmental sensitivity, protected species and designations in and around the proposed site and any impacts the proposed scheme may have and will enable the Forestry Commission to assess the proposal under the Environmental Impact Assessment (Forestry) (England and Wales) Regulations 1999. Further details of this can be found in section 6.2.1.

A Forestry Commission Woodland Officer will check these details when they review the application.

5.4.2 Woodland Creation Planning Grant

Woodland creation schemes over 10 hectares in area with a planting mixture that includes a significant productive element (i.e., 70% of the tree species are 'productive') may be eligible for Woodland Creation Planning Grant (WCPG). WCPG contributes towards the costs of gathering and analysing the information land managers need to consider to ensure their proposals for productive multi-purpose woodland take account of any impacts on: biodiversity, landscape, water, the historic environment and local stakeholders.

WCPG ultimately requires production of a UK Forestry Standard compliant plan for creating the woodland that shows how any constraints and opportunities have been taken in to account.

WCPG is not part of Countryside Stewardship and has a separate application process. If applicants have applied for WCPG they must have the WCPG Stage 1 checklist approved by the Forestry Commission before applying for a Woodland Creation grant under Countryside Stewardship. The woodland creation design plan produced under WCPG must be approved before the final application for the Countryside Stewardship Woodland Creation Grant is submitted. Further details can be found here: <https://www.gov.uk/guidance/woodland-creation-planning-grant>.

5.4.3 Score form

The applicant is responsible for completing the score form in the Woodland Creation Annex ("Annex 2"). The scoring process reflects the objectives of Countryside Stewardship with points available for biodiversity (priority habitats and priority species), water (quality and flood risk) and 'cross-cutting' (including climate change mitigation, adaptation and partnership working) objectives. The size of the application also affects the points score (a larger area of planting gets a higher score).

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

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

5.5 Prepare a map for your application

A map showing all areas of proposed woodland creation and associated capital items must be provided with a Woodland Creation Grant application. If the application is successful and the applicant is offered an agreement, the map supplied with the application will become the “Agreement Map” and it therefore needs to be clear, legible and meet the standards set out below (see 5.5.1).

How to create a map

The map associated with a Woodland Creation application can either be created by the applicant (as long as it meets the standards in 5.5.1), or be requested through the Countryside Stewardship Delivery Services map request service. Natural England will supply a blank base map upon which the applicant will need to outline associated capital items. The agreement map needs to reflect the details recorded in annex 2 of the application form showing: all land parcels, the location of capital items applied for and other relevant information outlined in section 5.5.1.

Supporting maps for the Woodland Creation plan can contain more detailed information about the woodland creation – e.g. stocking density, species, rides, etc (see section 5.5.1 for more information). Supporting maps should be based on OS based maps and/or Geographical Information System (GIS)-generated digital maps. Maps must be based on a scale of 1:2500 or 1:5000 or for large schemes 1:10000.

If the map supplied by the applicant does not meet these requirements or the minimum standards outlined in 5.5.1, they will be sent a fresh base map from Natural England. They will need to complete this map to the minimum standard and return it to Natural England.

Please note that there is a 5-day turnaround for the Countryside Stewardship Delivery Services map request service. Applicants should request a map as early as possible in the process of creating an application. Maps can be requested by calling the appropriate Countryside Stewardship Delivery Services office as listed in Annex 4 of this manual.

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

When contacting Countryside Stewardship Delivery Services to request the map, applicants must have the following information to hand:

- applicant’s SBI

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

Countryside Stewardship Delivery Services will supply base maps to applicants either by post or electronically (via email). Please note that applicants will be responsible for providing updated maps following any agreed changes to the proposed agreement or capital items.

5.5.1 Minimum mapping standards

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

- maps must be based on a scale of 1:2500 or 1:5000 or for large schemes 1:10000;
- the map must show the whole land parcel on which the Woodland Creation capital items to be included are located;
- the location of the proposed capital works must be shown (the capital items must be marked with a coloured pen and the capital item code(s) should be listed next to them). This includes proposed planting areas;
- any proposed areas of open space within the proposed planting areas must be shown;
- fence lines – stating which type of fence (code) is being applied for;
- map number (1, 2, 3, etc). Include this map number and also the total number of maps e.g. 1 of 3;
- Single Business Identifier (SBI) – consisting of 9 digits - to be written on the top right;
- application year - to be written on the top right;
- agreement title (as detailed on the application form)- to be written on the top right;
- name of business or applicant – this should be the name (beneficiary) that is registered with the Rural Payments Agency (RPA) for the SBI, to be written on the right hand side;
- if there are no numbered OS grid lines a 6 figure OS grid reference for the centre of the map, to be written on the bottom left;
- if a mistake is made do not use correction fluid, strike through the mistake instead.

If the map supplied by the applicant does not meet the standards outlined in this section the applicant will be sent a base map by Countryside Stewardship Delivery Services to complete and return.

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

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

Examples of a Site Appraisal Plan and Concept Design Plan can be found here:

www.forestry.gov.uk/england-woodlandcreation

Applications which include capital item FY2 must include a map showing the route of the proposed infrastructure, following the mapping standards laid out in section 5.5.1.

5.6 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.

A guide to setting permissions in Rural Payments can be found at

<https://www.gov.uk/government/publications/countryside-stewardship-authorise-an-agent>.

5.7 Getting consent

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

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

<https://www.gov.uk/government/collections/planning-practice-guidance>.

Applicants will need to confirm with the local planning authority and relevant highways authority, as needed, if permitted development rights apply to any woodland infrastructure (FY2) they wish to include in their application for the Woodland Creation Grant. This will determine if full planning consent will be needed and therefore which authority (Local Planning Authority or the Forestry Commission) will be responsible for any decision on whether consent is required under the Environmental Impact Assessment (Forestry) (England and Wales) Regulations 1999. Applicants must supply evidence of the planning authority's position on roading with initial application.

5.7.1 Consents

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

Site of Special Scientific Interest (SSSI) (including National Nature Reserves)

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

Scheduled Monuments

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

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

- Registered Parks and Gardens; or
- Registered Battlefields.

5.8 Other consents

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

Consents are likely to be needed if the work affects:

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

Applications which include Capital Item Leaky Woody Dam (items RP32 and RP33) will require approval from the Environment Agency or Lead Local Flood Authority. Further details on this can be found in Annex 3.

5.9 Other considerations

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

- break byelaws;
- obstruct public rights of way;
- block or restrict access to 'open access' land;
- affect oil or gas pipelines.

5.10 Complete and submit the application

5.10.1 Complete the application

A complete Woodland Creation Grant application consists of the documents outlined in chapter 1.

5.10.2 Before submitting an application

- read the declaration, undertakings and warning carefully;
- read the Countryside Stewardship terms and conditions carefully;
- use the Rural Payments service to set the appropriate permissions levels for the agent, if required;
- initial applications **should not be signed**. Once applicants have discussed and validated their application with their Forestry Commission Woodland Officer, they will have to sign the updated application form ensuring counter signatory's declarations, undertakings and signature(s) are provided, where required.

5.10.3 Submit the application

Submit the completed application electronically or by post to Natural England. To do this, scan any maps and attach all application documents to an email and send to the relevant Countryside Stewardship Delivery Services team, found in Annex 4. This should be the county of the proposed woodland, not the applicant's home address. Put 'CS Woodland Creation application – SBI' as the email subject, e.g. 'CS Woodland Creation application – 123456789'.

Electronic submissions are the preferred method to apply for a Woodland Creation Grant. If applications are unable to be sent electronically, applications will be accepted via post at the relevant Countryside Stewardship Delivery Services address in Annex 4.

Please note, if an applicant chooses to apply by post, it is strongly recommended that they also email their Woodland Creation Annex to the relevant email address in Annex 4 so that Countryside Stewardship Delivery Services have a self-calculating version of this document.

It is recommended that applicants obtain proof of postage for any postal applications and any other documents sent to Countryside Stewardship Delivery Services. Applicants are advised to retain a copy of their completed application form, documents and map.

If you have read this guidance and are still not sure how to complete the application form please contact Countryside Stewardship Delivery Services using the contact details at Annex 4.

5.11 Evidence required with the application

Evidence required for each capital item is shown in the option and items guides at www.gov.uk/countryside-stewardship-grants. Please ensure that if an application includes capital items for which evidence is required this is provided with the initial application when it is submitted to Countryside Stewardship Delivery Services. For more information see section 6.4.1.

The capital item woodland infrastructure (FY2) requires 3 quotes for the work to be provided with the final application. Further details of evidence required for FY2 can be found in Annex 2.

5.12 Why applications may be rejected

Countryside Stewardship Delivery Services may reject an application at any stage if:

- the information and evidence required to ensure a complete application is not provided;
- the application:
 - does not meet eligibility criteria;
 - at initial submission, does not achieve minimum score (12 points);
 - after final submission, does not score highly enough to be prioritised against the available budget in the clearing round;
 - does not meet UK Forestry Standard (www.gov.uk/government/publications/the-uk-forestry-standard) and associated guidelines;
 - is likely to cause harm to the environment.

Failure to provide all necessary supporting evidence within the required timescale will also result in the application being rejected.

6 Scheme requirements and procedures

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

6.1 Entering into an Agreement

Once an initial application has been received by Countryside Stewardship Delivery Services it will be checked to confirm that:

- the eligibility requirements in chapter 4 have been met and any necessary consents as referred to in chapter 5 have been supplied;
- all the necessary details have been entered on the application form; and
- the agreement map has been completed to the correct standard outlined in section 5.5.1.

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

Once the initial application has passed these checks the following stages will be followed:

- 1** The initial application will be sent to a Forestry Commission Woodland Officer, who check the self-score provided by the applicant is correct (and over 12 points). If so the Woodland Officer will arrange a site visit to review the application and agree any changes with the applicant. Any changes must be made to it before the application can be put forward for the next available clearing round. At this point the application will be marked as 'final' and no more changes can be made by the applicant (unless these are due to the subsequent consultation process – see section 6.2). The applicant must sign and date the application form at this point to confirm they are happy with any changes.
- 2** The application will go through a consultation process (see section 6.2) which will generally start after the site visit. Depending on the application, this can take some time and subsequent changes may need to be made to the application after the consultation period. The Forestry Commission will begin the consultation process as soon as possible and this must be completed before the final application can move forward.
- 3** All final applications will be checked, scored and then, each month after submission of the final application, be ranked against the available budget to set a clearing score. The highest scoring applications (above the clearing score) will be offered a grant, subject to budget availability.
- 4** Successful applicants will be made a grant offer as soon as possible after the clearing score has been set. Unsuccessful applicants will also be notified as soon as possible and can re-apply at any time with a revised application (see section 3.9). Successful applicants will be sent an agreement offer and declaration. Applicants must sign and return the agreement declaration to Countryside Stewardship Delivery Services within 20 working days of receipt. If the signed agreement declaration is not received by Countryside Stewardship Delivery Services within 20 working days then the offer will be withdrawn.

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

6.2 Consultation process for new planting applications

An agreement for new planting cannot be issued until the application has been on the Forestry Commission’s public register of new planting and tree felling for 28 days. The public register will show::

- the location of the land applied for;
- the work that is going to be carried out; and
- the value of the grant applied for

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

The Forestry Commission will also consult with local authorities and other relevant statutory organisations and may ask applicants to change their proposals in response to comments.

This consultation process, including placing the application on the public register, consulting with the local authority must be completed before agreement offers can be issued.

For more information, please see <https://www.gov.uk/guidance/consultation-and-the-public-registers>

6.2.1 Environmental impact assessments

Woodland Creation applications will be assessed by the Forestry Commission to determine if they are a relevant project likely to have a significant environmental effect under the EIA (Forestry) Regulations (England and Wales) 1999. Completing and submitting annex 2b-2g of the application form also serves as an EIA application for the Forestry Commission to assess as it processes the grant application.

In most cases proposals for woodland creation are not considered to be likely to have a significant environmental effect. As a result consent under the EIA regulations is not required. In this situation the applicant will receive confirmation of this (known as an opinion) only when they receive their offer of Woodland Creation Grant. If the Forestry Commission need more information to give an opinion or the Forestry Commission opinion is that the project requires consent the applicant will be notified earlier.

If the project requires consent applicants will need to obtain this before the final application can be submitted for the clearing round. Obtaining consent will require the preparation of an Environmental Statement, a detailed report which thoroughly considers the likely significant impacts the project will have.

For more information, please see <https://www.gov.uk/guidance/environmental-impact-assessments-for-woodland-overview>.

6.2.2 Dealing with an objection

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

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

6.3 Record keeping

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

6.4 Evidence: Record keeping and inspection requirements

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

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

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

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

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

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

6.4.1 When is evidence required?

Record keeping and other forms of evidence will be required. The requirements for each capital item is set out in the item guides on gov.uk (<https://www.gov.uk/countryside-stewardship-grants>). In summary evidence will be needed at the following times.

When applying for the scheme

Evidence must be provided to demonstrate eligibility of the applicant, business, land, multi-year options or capital items. This must be submitted by the applicant with the initial application. Exceptionally, an extension may be granted to submit supporting evidence where, for justified reasons, it cannot be supplied with the application. Even in these cases an agreement cannot be offered until all the required evidence has been provided. No adjustments can be made to the application once an offer has been made. It is advisable for applicants to gather all the required supporting evidence in advance of submitting their application.

During the agreement period

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

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

Beyond the agreement period

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

6.4.2 General evidence requirements for applicants and Agreement Holders

Consents and permissions

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

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

6.5 Photographic evidence

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

Application stage

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

Claim stage

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

6.6 Photographic evidence quality

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

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

6.7 Clearly labelled photographs

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

The OS map sheet reference and National Grid reference should relate to the field parcel on which the feature, option or capital is sited or for boundary features the adjacent field parcel. For example, with 'before and after' photographs submitted to support capital item Gateway relocation (RP2) the image should be labelled as XX12345678_RP2_1 and XX12345678_RP2_2. If there is no relevant land parcel reference the label can include a clear identifiable description such as Farmyard_RP22_1.

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

6.8 Publicity: requirements

The Terms and Conditions require you to comply with instructions and guidance relating to acknowledging the support provided. Where EU funding contributes to your Countryside Stewardship agreement:

- if you receive investment or capital support of more than €50,000 per investment or capital project you must display a plaque or poster;
- if you receive more that €500,000 to fund a capital item, forest area development or improvement in the viability of forests, you must display a billboard;

- There are also requirements about websites for all levels of funding.

To confirm the specific requirements for your agreement, please contact us – you can find our contact details in Annex 4.

6.9 Force majeure

If the Agreement Holder is prevented from complying with their obligations under the agreement due to force majeure or exceptional circumstances, Countryside Stewardship Delivery Services 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).

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

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

6.10 Framework for scheme control

European regulations require that we make sure Countryside Stewardship is properly controlled to protect public money.

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

Any agreement breaches or non-compliances found during such control activities will be dealt with in accordance with the Terms and Conditions at annex 1. For the avoidance of doubt, this may include the application of recoveries, withholding future payments, penalties and interest payments and potentially termination of the Agreement (see section 7.3 for more details).

6.10.1 Administrative record checks

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

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

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

6.10.2 In situ visits

In situ visits are part of the administrative checking process. They are made by RPA, Natural England or Forestry Commission and involve focused visual checks targeted at specific options or capital items . These visits may include record checks.

6.10.3 Agreement monitoring visits

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

6.10.4 Inspections

Each year, RPA will carry out compliance inspections on a sample of agreements, as required under European regulations, to ensure scheme requirements have been met. If an inspection finds a breach of the rules, it may lead to reductions and penalties being applied (see section 7.3).

6.10.5 Site Visits

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

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

7 Agreement Management

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

Work can start on or after the Agreement Start Date which will be set out in the Agreement Document for Woodland Creation Grant agreements this will be the first of the month following either:

- the signed Woodland Creation agreement being submitted to Countryside Stewardship Delivery Services, or;
- any date the applicant has asked for the agreement to be deferred to start after.

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

Critical dates for agreements:

- capital works must be completed within 2 full calendar years from the Agreement Start Date; and
- all capital claims for payment must be received by no later than 3 months after the 2 full years from Agreement start date. Claims after this date will not be accepted. For example, an agreement starting on 1 September 2018 must submit a final claim by 30 November 2020.

7.1 Making a claim for payment

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

Once the capital works are completed and have been paid for Agreement Holders should log into the Rural Payments service and submit a payment claim online. For guidance on submitting a payment claim online please see: <https://www.gov.uk/government/publications/countryside-stewardship-how-to-submit-claims-online>. Alternatively, applicants can contact their local Countryside Stewardship Delivery Services office (see Annex 4) to request a claim form.

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

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

7.2 Amendments

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

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

7.3 Reductions and penalties

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

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

7.3.1 Reductions

Natural England will reduce the amount an Agreement Holder has been or will be paid for if they:

- have over-claimed for capital works;
- have not followed the Scheme rules; or
- have not complied with cross compliance rules where applicable.

In cases of force majeure and exceptional circumstances, Natural England will consider the facts on a case-by-case basis in deciding whether to pay or reduce a claim – see section 6.9 for more information about this.

7.3.2 Penalties

Penalties are applied if:

- the Agreement Holder has not followed scheme rules;
- the Agreement Holder has not followed the cross compliance rules; or
- the Agreement Holder claims payment on capital items which they have not fully completed or have not completed to the required standard.

This is a non-exhaustive list, and there may be other examples where penalties may be applied. In cases of force majeure and exceptional circumstances, obvious errors and notified errors, Natural England will consider the facts on a case-by-case basis in deciding whether to pay or reduce a claim.

Penalties for over-claiming on capital items will be applied separately to the capital element of the payment only.

7.3.3 Late payment claims for capital works

In order for payments to be made capital claims must be received no later than the 3 months following the 2nd calendar year of the agreement otherwise no payment will be made.

7.3.4 Withdrawing all or part of a payment claim

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

- they have already been told about an error in the payment claim (or the relevant part of the payment claim);
- they have been inspected (or receive advance warning of an inspection); or
- an inspection reveals a breach of the rules.

7.3.5 Obvious errors

Where a straightforward mistake on a payment claim has been made (and which is obvious from a simple administrative check of the claim), Agreement Holders can ask Natural England to correct it. Natural England may be able to correct it at any time without applying a reduction or a penalty.

However, if an Agreement Holder makes the same mistake more than once, Natural England may not accept it as an obvious error.

7.3.6 Notified errors

Agreement Holders can notify Natural England at any time in writing of errors in their payment claim to avoid certain penalties unless they have:

- already been told of any non-compliances in their payment claim; or
- received advance warning of an inspection.

Natural England will not apply penalties for not declaring all relevant land parcels, or for over-claiming land in these specific cases.

7.3.7 Cross compliance

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

See 'The Guide to Cross Compliance in England' at: www.gov.uk/government/uploads/system/uploads/attachment_data/file/579836/Cross_Compliance_2017_rules_FINAL.pdf to find out about cross compliance penalties. These are applied after CS penalties.

7.3.8 Breaches of Agreement

If the Agreement Holder breaches the terms of the agreement, reductions may be applied to the payment.

If any breaches are identified as a result of administrative checks or inspections, the Agreement Holder will be notified in writing. Where any such breaches are identified, Natural England will determine the level of reduction to be applied, taking into account the severity of the breach, its extent and duration, and whether it is an isolated or a repeat occurrence. A reduction may be applied to the current year's claim and also to previous years' claims, unless the Agreement Holder can demonstrate compliance in previous years.

Where it is considered that a breach is so serious that it cannot be rectified, this may result in the termination of the agreement. In serious circumstances this may also result in the Agreement Holder being prohibited from entering another agri- environment scheme for up to 2 years.

Non-delivery of all capital works may be considered as a breach of agreement. Where the Agreement Holder has not delivered all of the capital works in their agreement, Natural England may withhold further payments or recover some or all of the grant paid so far. The level of breach will be assessed by the Forestry Commission and they will decide whether the breach will undermine the objectives of the Woodland Creation agreement.

Where Agreement Holders are concerned that they may not be able to deliver all of the capital works in the agreement they should contact their local Forestry Commission Woodland Officer to discuss any implications on the agreement.

7.3.9 Refusal or withdrawal of support claimed

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

- a serious non-compliance by the applicant / Agreement Holder has occurred.
- the applicant / Agreement Holder has provided false evidence for the purpose of receiving the support.
- the applicant / 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 applicant / Agreement Holder will be notified and will have the right of appeal against such a decision.

7.3.10 Suspension of payments

Where a breach of Agreement is of a minor nature and does not compromise the objectives of an option and it can be rectified within 3 months of the date of notification to the customer of the action they need to take, payments may be withheld until the breach has been rectified. This is only available in certain circumstances.

7.3.11 Capital Payments; Over-declaration of expenditure

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

7.3.12 Interest charges

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

7.4 Change of ownership

Agreements are not transferable.

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

7.5 Disputes, appeals and complaints

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

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

To appeal against a decision that has already been taken, applicants or Agreement Holders should write to the appropriate Countryside Stewardship Delivery Services Team (contact details in Annex 4) advising of their wish to appeal and providing details of the reasons. The permitted reasons are limited:

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

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

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

First Stage Appeal:

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

Second Stage Appeal:

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

Third Stage Appeal:

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

Final Stage Appeal:

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

7.5.2 Complaints about service

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

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

8 Applying for Woodland Creation - Maintenance payments (WD1)

Applicants can apply for the multi-annual Higher Tier option Woodland Creation Maintenance Payments (WD1) to support the maintenance of the newly created woodland resulting from the Woodland Creation Grant agreement (www.gov.uk/countryside-stewardship-grants/woodland-creation-maintenance-payments-wd1). Unlike Woodland Creation where applicants can select from a range of capital items, WD1 is the only option available to apply for.

The grant offers a multi-year annual payment of £200 per hectare to support the successful establishment and on-going maintenance of new woodland. Agreement Holders are likely to need to keep all newly planted trees weed-free for 10 years, replace any trees that die, maintain fences, tree shelters or spiral guards, maintain areas of open space and remove individual tree protection in year 10.

8.1 Agreement length

The multi-year Higher Tier option Woodland Creation Maintenance Payments (WD1) is for a period of 10 years and payments are made annually on submission of an annual claim form. If successful, the agreement will commence on 1 January of the year following the application and end on 31 December of the tenth year.

8.2 Applying for Woodland Creation Maintenance Payments (WD1)

Applicants should refer to chapter 4 of this manual for more information on eligibility to apply for this grant. The Countryside Stewardship Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this manual.

When to apply

The grant is only available to Countryside Stewardship Woodland Creation Agreement Holders. Upon completion of the capital works, Woodland Creation Agreement Holders will be sent an application pack from Countryside Stewardship Delivery Services to apply for a Woodland Creation Maintenance Payments agreement provided the following eligibility requirements are met:

- The objectives of an applicant's Woodland Creation agreement have been met and the final claim will be paid;
- The land is not owned by a public authority, this includes land owned by the state, the Crown, county councils, district councils and local authorities. Land that is ineligible for these payments is defined in chapter 4 of this guidance.

Applications should be returned during the CS Higher Tier window to Countryside Stewardship Delivery Services. Please note, as this is a standalone Higher Tier application the deadlines for submission will differ to other Higher Tier schemes such as Woodland Improvement. Applicants will be informed of the deadline in the application pack.

How to apply

Applicants must complete the Woodland Creation Maintenance application form and accompanying Annex 5. Applicants must state the total area on which the Woodland Creation Maintenance Payments are to be applied, this area can include up to 20% open space.

In addition, a map showing all areas of proposed Woodland Creation Maintenance must be submitted with the application. The application pack will contain a base map to be completed by the applicant showing the area where the grant is to be applied. If the application is successful and the applicant is offered an agreement, the map supplied with the application will become the Agreement Map and it therefore needs to be clear, legible and meet the following standards:

- The location of the proposed work must be shown with the option code WD1 listed next to it.
- The map must show any areas of open space within the area proposed for grant support. Integral open space shall be limited to 20% of the total woodland area and individual areas of open space shall not exceed 0.5ha or 20m in width. Anything over this is not eligible to receive grant support. Open space includes forest tracks, rides, wayleaves and other permanent open areas.
- The applicant's Single Business Identifier (consisting of nine digits), application year and agreement title (as detailed on the application form) must be written on the top right.
- Name of the business or applicant – this should be the name (beneficiary) that is registered with the Rural Payments service for the SBI, to be written on the right hand side.
- If a mistake is made do not use correction fluid, strike through the mistake instead.

Authorising an agent

Please refer to section 5.6 of this manual for more information on authorising an agent to complete the application and claim form on behalf of the applicant.

Consents and evidence

It is the applicant's responsibility to check the requirements of the option applied for and to obtain all consents required. Requirements can be found in the option guide available at:

www.gov.uk/countryside-stewardship-grants/woodland-creation-maintenance-payments-wd1

8.3 Woodland Creation Maintenance and Basic Payments Scheme (BPS)

Applicants may be eligible to claim BPS throughout the lifetime of the Woodland Creation Maintenance agreement. However, applicants must take action from the start date of their Woodland Creation Capital agreement to ensure they are eligible. Applicants should refer to Operations Note 042 available at <https://www.gov.uk/government/publications/guidance-on-woodland-grant-schemes-and-bps-operations-note-42> for more information on Countryside Stewardship Woodland Schemes and BPS including eligibility and what applicants are required to do. Applicants should also refer to the guidance on the Basic Payment Scheme (BPS) available at

www.gov.uk/government/collections/basic-payment-scheme.

8.4 Agreement Management

As this is a Higher Tier option, the Countryside Stewardship Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in the Higher Tier Manual. These mandatory elements are set out in chapter 7 of the Higher Tier manual. Applicants should also be familiar with the Terms and Conditions of the Higher Tier manual.

Work can start on or after the 1 January agreement start date, please refer to the option guide for more information on the required record keeping:

www.gov.uk/countryside-stewardship-grants/woodland-creation-maintenance-payments-wd1

8.5 Claims process – multi-year agreements

Revenue Claims (for Woodland Creation Maintenance claims): must be received by midnight on 15 May of the relevant claim year (except where 15 May falls on a Bank Holiday, other public holiday or weekend. In such cases the deadline is the next working day). Agreement holders can make a late payment claim for annual maintenance payments after the deadline of 15 May each year, until midnight on 9 June (except where 9 June falls on a Bank Holiday, other public holiday or weekend. In such cases the deadline is the next working day) but they will incur a penalty. For each working day the payment claim is late, the size of the penalty will be 1%. Agreement holders cannot make payment claims after midnight on 9 June (apart from in cases of force majeure). The payment claim must include any paperwork to support the claim, identified below:

- Photographs showing the level of maintenance in years 2, 4, 6, 8 and 10
- A self-certification checklist after planting in years 4, 7 and 10 confirming that all the agreed operations have been carried out

8.5.1 Claims process – claims from land managers with multiple agreements

Where a business covers a number of farms and is managed as a single unit, or uses a single vendor or Single Business Identifier (SBI) number, Scheme rules allow more than one agreement for that SBI. Where such multiple agreements are in place, a separate multi-year CS payment claim must be submitted in the usual way, and in addition separate over-arching declaration covering all of the agreements must be submitted before any of the multi-year claims can be paid.

8.5.2 Claims process - Changing a claim after it has been submitted

Annual maintenance payment claims can be changed until midnight on 31 May without incurring a penalty. For each working day after this until midnight 9 June, a 1% penalty will be applied to the land parcel and option which the change relates to.

Claims cannot be changed after 9 June, apart from:

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

8.5.3 Payments for all agreements

All payments will be paid directly into the Agreement Holder's nominated bank account by the Rural Payments Agency.

Annex 1

Terms and Conditions

PARTIES

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

BACKGROUND

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

1 DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 AGREEMENT HOLDER'S DECLARATIONS

2.1 The Agreement Holder confirms that:

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

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

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

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

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

3 AGREEMENT HOLDER OBLIGATIONS

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

4 TERM

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

5 THE COUNTRYSIDE STEWARDSHIP MANUAL

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

6 TRANSFERS OR ACQUISITIONS OF LAND

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

7 AMENDMENTS

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

8 PAYMENT CLAIMS

- 8.1** The Agreement Holder shall submit Payment Claims and supporting documents to the Authority in accordance with the instructions provided in the Agreement Document, the Countryside Stewardship Manual and on the claim form.
- 8.2** The Grant will be paid directly to the Agreement Holder's nominated business bank account via BACS transfer by the Paying Agency, subject to the necessary funds being available when the payment falls due. The Agreement Holder agrees and accepts that payment of the Grant can only be made to the extent that the funds are available.
- 8.3** Any failure by the Agreement Holder to submit a Payment Claim in accordance with the instructions and by the specified deadline (including the provision of any supporting documents necessary to enable the claim to be processed) may result in payment of the Grant being delayed, reduced or withheld.

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

9 REPAYMENT

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

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

10 ACCESS TO DOCUMENTS AND INFORMATION

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

11 SITE VISITS

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

12 MAINTENANCE OF ACCOUNTS AND RECORDS

- 12.1** The Agreement Holder shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it and evidence of its compliance with its obligations under the Agreement which shall comply with any applicable standards and requirements set out in the Agreement Document, the Countryside Stewardship Manual and in any separate instructions issued to the Agreement Holder.
- 12.2** The Agreement Holder shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least seven years from termination or expiry of the Agreement. The Authority shall have the right to review the Agreement Holder's accounts and records relating to the Grant and shall have the right to take copies of such accounts and records.
- 12.3** The Agreement Holder shall comply with and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.
- 12.4** In addition to its obligations to provide information to the Authority, the Agreement Holder shall provide any of the information referred to in this clause to any other UK or EU public authority (or their authorised representatives or auditors) upon request.

13 EVALUATION

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

14 ACKNOWLEDGEMENT AND PUBLICITY

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

15 INTELLECTUAL PROPERTY RIGHTS

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

16 DATA AND INFORMATION

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

17 LIMITATION OF LIABILITY

- 17.1** Neither party excludes or limits its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.
- 17.2** The Authority accepts no liability for any consequences, whether direct or indirect, arising from the Agreement, the use of the Grant by the Agreement Holder or the Authority exercising its rights under the Agreement.
- 17.3** Subject to clause 17.1 and 17.2, the Authority's total aggregate liability in connection with the Agreement shall not exceed the amount of the Grant.
- 17.4** The Agreement Holder shall indemnify the Authority and any persons acting on the Authority's behalf against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising as a result of the actions or omissions of the Agreement Holder in connection with the Agreement.

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

18 FORCE MAJEURE

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

18.2 Force majeure or exceptional circumstances may include:

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

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

19 TERMINATION

19.1 The Authority reserves the right to terminate the Agreement on written notice to the Agreement Holder if:

- a** the Agreement Holder has breached the terms of the Agreement or there is a change in circumstances affecting its eligibility to receive the Grant (whether or not the Authority or the Paying Agency have taken steps to recover the Grant in accordance with clause 9); or
- b** the Agreement Holder has failed to repay any sum which has become recoverable by the Paying Agency in accordance with clause 9.

19.2 In addition to its right to terminate under clause 19.1 above, the Authority may terminate the Agreement and any future Grant payments on giving the Agreement Holder six months' written notice at any time. Provided that the Agreement Holder is not in breach of the Agreement, Grant payments already paid will not be recoverable.

19.3 Subject to clause 19.4 below, where the term of the Agreement is ten years or more, either party may terminate the Agreement at the Break Point Date by giving not less than one month's prior

written notice to the other party. If notice is validly served under this clause, the Agreement will terminate on the Break Point Date, and subject to the Authority's other rights and remedies under the Agreement, Grant payments already paid at the Break Point Date will not be recoverable.

- 19.4** Where the Agreement includes the Multi-Year Option WD1, the Agreement may not be terminated pursuant to clause 19.3 above before the Option End Date for the WD1 option.
- 19.5** The Agreement Holder may terminate the Agreement at any time by giving written notice to the Authority. The Agreement Holder understands that in such circumstances it may be required to repay all or part of the Grant and that its obligations under the Agreement shall not cease until such repayment has been made.
- 19.6** If a third party acquires management control of any part of the Agreement Land and is not able or willing to take on the Agreement Holder's obligations under the Agreement, the Authority may terminate the Agreement. In such circumstances the Agreement Holder will not be required to repay the Grant and its obligations under the Agreement will cease as at the date of termination. Further details are set out in the Countryside Stewardship Manual.

20 CONSEQUENCES OF EXPIRY OR TERMINATION

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

21 VARIATION

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

22 SEVERABILITY

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

23 WAIVER

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

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

Capital Item FY2: Woodland Infrastructure

Further Information

Overview

This capital item supports improving the management of the woodland through making woodland accessible by road, allowing timber and other forest products to be moved more easily or to support the establishment of new woodland.

40% of actual costs will be paid (including VAT and agent's fees, where applicable).

At least three written quotes must be submitted with the application.

The guide to support this item can be found at: www.gov.uk/countryside-stewardship-grants/woodland-infrastructure-fy2.

Key points

The Woodland Creation plan must identify the need for the proposed access to support the establishment of the new woodland.

The application map must clearly show the proposed location of the infrastructure.

Agreement Holders will need to prepare a detailed specification, tailored to the site. The specification needs to set out the work that will be carried out on site showing due consideration to the soil conditions on the site.

The specification needs to meet the Forestry Commission's Construction, Design and management (CDM) regulations for forest roads and tracks. For further information please refer to FC Operations Note 25 at: www.gov.uk/government/publications/roads-and-tracks-operations-note-25

A clear rationale needs to be provided as to the roading specification selected and this will be assessed by the Forestry Commission.

Before applying for this item applicants must notify the local planning authority and the relevant highways authority as needed so it can be determined whether the work can be classified as a permitted development. For more information see: <https://www.gov.uk/planning-permissions-for-farms/permitted-development>. This requires the applicant to submit a description of the work to the Local Authority.

Obtain consent for work from the Local Planning Authority (or internal drainage boards within an internal drainage district) where the road crosses a watercourse or uses culverts during construction, use or maintenance. Where a road requires access to the public highway the relevant highways authority may need to be notified too. Applicants must send a copy of the Local Planning Authority's advice and any permits with their application.

The Forestry Commission will decide whether the work requires consent under the Environmental

Impact Assessment (Forestry) Regulations. This is dependent on whether the proposal will have a significant effect on the environment.

The infrastructure (FY2) does not require scoring as a stand-alone item when applied for as part of a Woodland Creation Grant.

The Woodland Creation cap of £6,800 per hectare does not include the infrastructure item (FY2) and associated capital items such as gates for new entrance points or culverts/drainage requirements.

Applicants are able to use item FY2 on land outside of planting area, e.g. for access reasons. However, the applicant must have full management control of the land and this must be agreed with a Woodland Officer. If the infrastructure crosses land that is not being planted as part of the new woodland creation then this land needs to be free of obligation in relation to Environmental Stewardship grants.

Annex 3

Capital Items RP32 and RP33: Small & Large Leaky Woody Dams Further Information

Under Countryside Stewardship there is a standalone capital item PA2: Feasibility Study which can be used prior to applying for capital items RP32 or RP33 under Woodland Creation Grant to ensure they are designed and located correctly for flood risk management. Applicants may use this standalone capital item if they gain written permission from Natural England.

For further details on PA2: Feasibility Study see:

<https://www.gov.uk/countryside-stewardship-grants/feasibility-study-pa2>

RP32 & RP33: Small & Large Leaky Woody Dams

For capital items RP32 & RP33 the applicant will receive a fixed amount.

- For RP32: Small Leaky Woody Dam applicants will receive £461.39 for each dam
- For RP33: Large Leaky Woody Dam applicants will receive £764.42 for each dam

Where to use this item

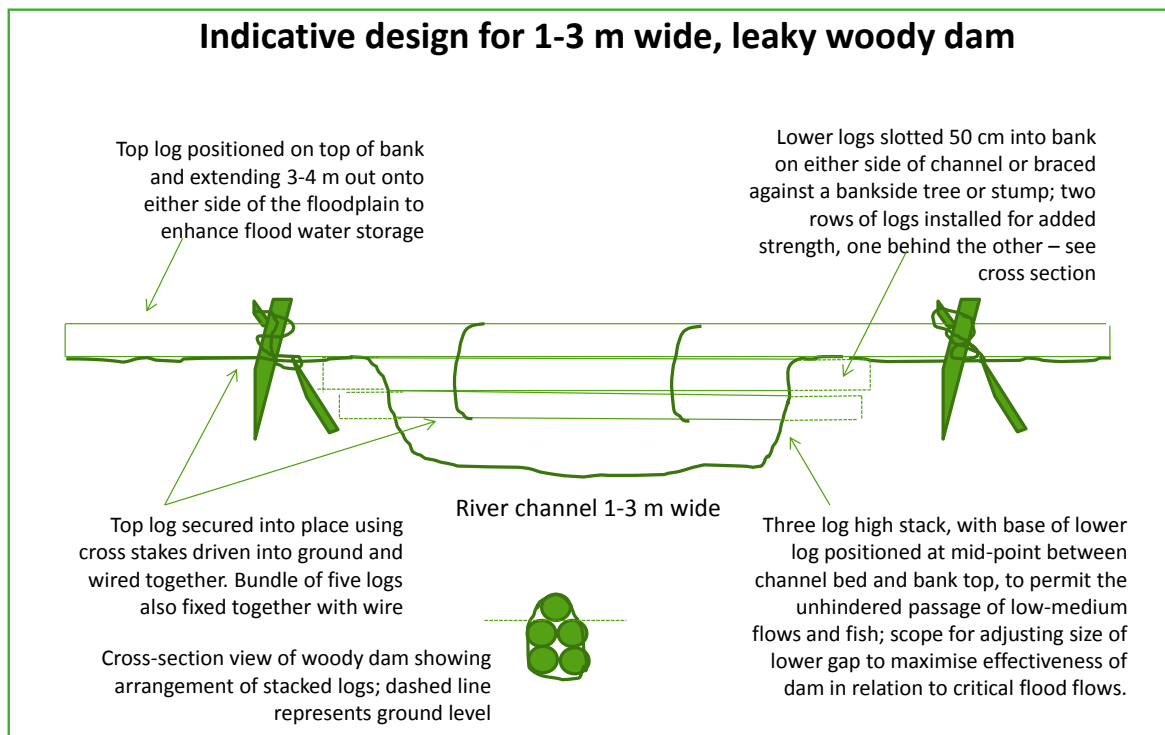
Only:

- in catchments targeted for flood risk measures
- for dams in streams and river channels between 1m and 2.99m (RP32) and between 3m and 5m (RP33)
- where approved by the Environment Agency or Lead Local Flood Authority

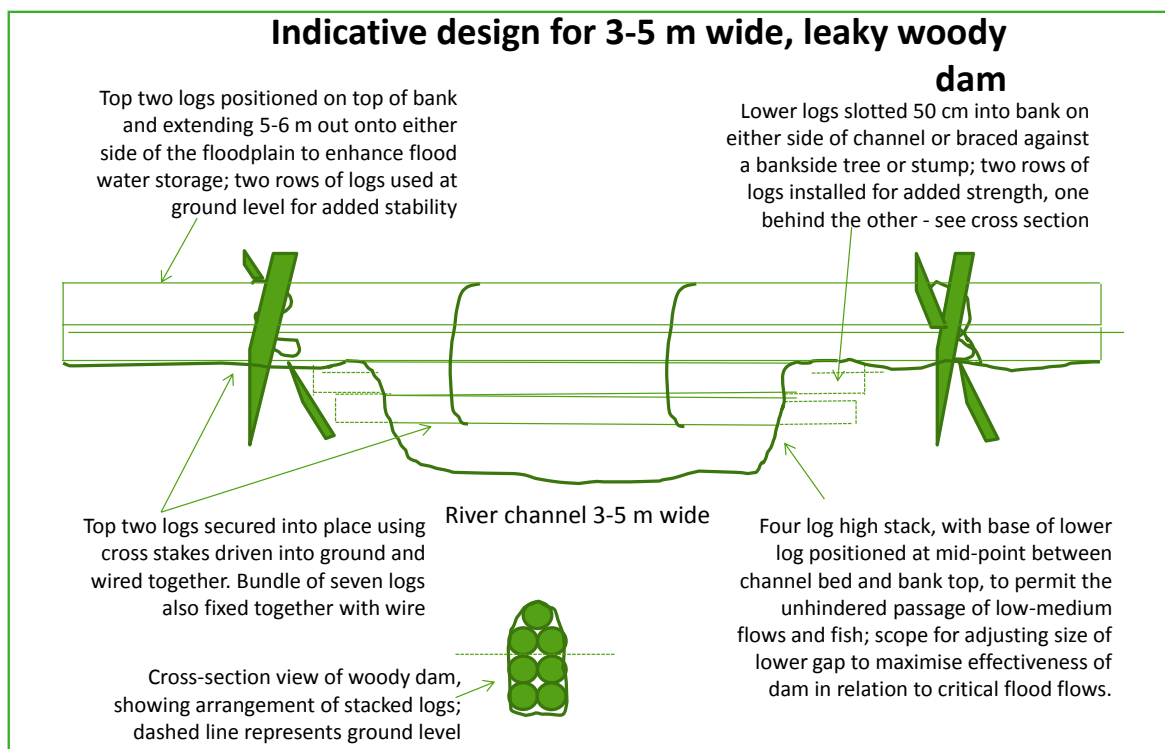
For further information and guidance on Small & Large Leaky Woody Dams see www.gov.uk/countryside-stewardship-grants for full details.

Indicative Design for Leaky woody Dams

Small leaky woody dam (RP32) – 1m to 2.99m wide



Large leaky woody dam (RP33) – 3m to 5m wide



Annex 4

Contact details for Woodland Creation Grant

Countryside Stewardship Delivery Services are responsible for the initial processing and subsequent issuing of agreements offers for Woodland Creation Grant.

Forestry Commission Woodland Officers provide technical advice on woodland creation applications after the initial application submission has been made. Applicants are encouraged to contact their Area Forestry Commission office prior to making an application to discuss technical aspects of their application. Woodland Officers can give applicants advice and let them know if they need to provide more information with their application. To find contact details for each area office, please see <https://www.gov.uk/government/organisations/forestry-commission/about/access-and-opening#area-offices>.

Applicants must send all their application documents (see chapter 2) to the Countryside Stewardship Delivery Services team dealing with applications in their county. This is the county where any proposed woodland creation will take place, not the applicant's home address.

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

Countryside Stewardship Delivery Services offices are open from 8:30 am to 5:00 pm Monday to Friday, excluding bank holidays.

East of England

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

Countryside Stewardship Delivery Services, PO Box 2423, Reading RG1 6WY

Tel: 0208 026 7254

Email: ts.reading@naturalengland.org.uk

East Midlands

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

Countryside Stewardship Delivery Services, PO Box 10276, Nottingham NG2 9PD

Tel: 0208 026 2018

Email: ts.nottingham@naturalengland.org.uk

North East

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

Countryside Stewardship Delivery Services, PO Box 380, Crewe CW1 6YH

Tel: 0208 026 1806

Email: ts.crewe@naturalengland.org.uk

North West

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

Countryside Stewardship Delivery Services, PO Box 380, Crewe CW1 6YH

Tel: 0208 026 1806

Email: ts.crewe@naturalengland.org.uk

South East

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

Countryside Stewardship Delivery Services, PO Box 2423, Reading RG1 6WY

Tel: 0208 026 7254

Email: ts.reading@naturalengland.org.uk

South West

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

Countryside Stewardship Delivery Services, PO Box 380, Crewe CW1 6YH

Tel: 0208 026 1806

Email: ts.crewe@naturalengland.org.uk

West Midlands

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

Countryside Stewardship Delivery Services, PO Box 380, Crewe CW1 6YH

Tel: 0208 026 1806

Email: ts.crewe@naturalengland.org.uk

Yorkshire and the Humber

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

Countryside Stewardship Delivery Services, PO Box 10276, Nottingham NG2 9PD

Tel: 0208 026 2018

Email: ts.nottingham@naturalengland.org.uk



Department
for Environment
Food & Rural Affairs



The European
Agricultural Fund for
Rural Development:
Europe investing in
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