



The European Agricultural Fund
for Rural Development:
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Countryside Stewardship:

Woodland Tree Health Grant Manual

Applies to Woodland Tree Health agreements commencing
between 1 January 2017 and 1 April 2018

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Contents

1 Introduction 4

2 Scheme overview 5

3 How it works 7

- 3.1 The two types of Woodland Tree Health Grant 7
 - 3.1.1 Woodland Tree Health Restoration 7
 - 3.1.2 Woodland Tree Health Improvement 9
- 3.2 Woodland Tree Health payment rates 10
- 3.3 When to apply for Woodland Tree Health 10
- 3.4 Agreement length 10
- 3.5 How applications are selected 10
- 3.6 What the grant cannot pay for 11
- 3.7 How the scheme is funded 11

4 Who can apply 12

- 4.1 Eligible land 12
 - 4.1.1 What land can be entered into the scheme 12
 - 4.1.2 Ineligible land 12
- 4.2 Management Control 12
 - 4.2.1 Partnerships 12
 - 4.2.2 Tenants 12
 - 4.2.3 Landlords 13
 - 4.2.4 Land owned by public bodies 13
 - 4.2.5 Businesses receiving other funding or managing the land under other agreements 14
 - 4.2.6 Applying for Countryside Stewardship where someone else is claiming Basic Payment Scheme on the same land ('dual use') 15
- 4.3 Business Viability Test 15

5 How to apply 17

- 5.1 Register on Rural Payments 17
- 5.2 Check the proposed work will not damage important features 17
- 5.3 Choose capital items, land area and planting specifications 17
- 5.4 Prepare a map for your application 17
 - 5.4.1 Minimum mapping standards 18
- 5.5 Authorising an agent 19
- 5.6 Getting consent (including felling licenses) 19
 - 5.6.1 Consents 19
- 5.7 Other consents 20
- 5.8 Other considerations 20

- 5.9 Complete and submit the application **20**
 - 5.9.1 Complete the application **20**
 - 5.9.2 Before submitting an application **20**
 - 5.9.3 Submit the application **21**
- 5.10 Evidence required with the application **21**

6 Scheme requirements and procedures 22

- 6.1 Entering into an Agreement **22**
- 6.2 Record keeping **22**
- 6.3 Evidence: Record keeping and inspection requirements **22**
 - 6.3.1 When is evidence required? **23**
 - 6.3.2 General evidence requirements for applicants and Agreement Holders **23**
- 6.4 Photographic evidence **24**
- 6.5 Photographic evidence quality **24**
- 6.6 Clearly labelled photographs **24**
- 6.7 Publicity: requirements **25**
- 6.8 Force majeure **25**
- 6.9 Framework for scheme control **26**
 - 6.9.1 Administrative record checks **26**
 - 6.9.2 Rapid field visits (in situ visits) **26**
 - 6.9.3 Agreement monitoring visits **26**
 - 6.9.4 Inspections **26**
 - 6.9.5 Site Visits **26**

7 Agreement Management 27

- 7.1 Making a claim for payment **27**
- 7.2 Amendments **27**
- 7.3 Breaches of Agreement **28**
- 7.4 Reductions and Penalties **28**
 - 7.4.1 Late claims **28**
 - 7.4.2 Withdrawing all or part of an application **29**
 - 7.4.3 Cross compliance **29**
 - 7.4.4 Over-declaration of expenditure **29**
 - 7.4.5 Interest charges **29**
- 7.5 Change of ownership **29**
- 7.6 Disputes, appeals and complaints **29**
 - 7.6.1 Appeals process – disagreeing with a decision or proposed action by Natural England or the Forestry Commission **30**
 - 7.6.2 Complaints about service **30**

Annex 1: Terms and Conditions 31

Annex 2: Contact details for Woodland Tree Health Grant 45

1 Introduction

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

Mandatory elements of the Woodland Tree Health 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.

2 Scheme overview

Woodland Tree Health 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 Creation), please see the separate guidance at

www.gov.uk/government/collections/countryside-stewardship-woodland-support.

It is strongly recommended that a management plan is in place for your woodland. Support is available through the Countryside Stewardship scheme to create a woodland management plan, please visit the woodland support page at

www.gov.uk/government/publications/countryside-stewardship-woodland-management-plan-grant-manual-2017.

Woodland Tree Health grants are made up of two parts:

- Woodland Tree Health **Restoration**: to provide support for restocking after felling due to a tree health issue. See section 3.1.1 for more information.
- Woodland Tree Health **Improvement**: to provide support for the removal of diseased trees and infected rhododendron. See section 3.1.2 for more information.

Applicants can apply for either of these two elements, or both, at any given time.

A completed Woodland Tree Health grant application consists of:

- the Countryside Stewardship capital application form, available on GOV.UK at www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form
- the Woodland Tree Health Annex (incorporating both Woodland Tree Health Restoration and Woodland Tree Health Improvement), found at www.gov.uk/government/publications/countryside-stewardship-capital-grant-application-form
- application map, either sourced from the Natural England map request service or created by the applicant, as long as it adheres to the guidelines at section 5.4.1;
- 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 for individual capital items (see section 5.10).

If submitting an application electronically (preferred), applicants can email the electronic documents and scan the paper documents above. These can be sent on to Natural England using the relevant email address in Annex 2.

Applicants can complete their Woodland Tree Health application form and annex at **any time**. The grant is open for applications all year round. After applications are submitted, a Forestry Commission Woodland Officer will be in contact to make a site visit and advise applicants on their Woodland Tree

Health application. The Woodland Officer will assess the application to ensure that it is suitable for the Woodland Tree Health grant. See section 5.9 for details on how to submit an application.

The Tree Health Restoration grant is subject to a maximum available grant per hectare (a 'cap'). This cap varies based on the species of tree proposed for planting and whether the area is an ancient woodland site or not. The grant per hectare cap for the Tree Health Restoration grant is outlined in section 3.1.1.

Applicants for tree health grants can select from a range of capital items, each of which offer different payments towards the costs. Any grant per hectare caps will be calculated as an average across the area of the application.

Successful applicants who accept an offer of grant will enter into a two year capital agreement with Natural England, which will include the Countryside Stewardship Terms and Conditions – see Annex 1.

3 How it works

The Woodland Tree Health Grant is a capital grant, through which applicants can apply for one-off payments towards the restoration and restocking of woodland after a tree health issue (payment for the trees themselves and any associated protection items), or improvement of woodland due to tree health problems. If successful, the agreement holder will have 2 years to complete all the associated work.

The section below explains more about the two types of Woodland Tree Health Grant available in Countryside Stewardship:

3.1 The two types of Woodland Tree Health Grant

3.1.1 Woodland Tree Health Restoration:

Agreement Holders can be paid for the restocking of trees following felling due to a tree health issue. Support is only available if trees being felled are infected with Chalara dieback of ash (*Hymenoscyphus fraxineus*) or *Phytophthora ramorum* of larch or sweet chestnut. *Phytophthora ramorum* infected larch, and/or sweet chestnut has to be confirmed by a statutory plant health notice (SPHN). The Forestry Commission or the Animal and Plant Health Agency (APHA) must confirm cases of Chalara dieback. Please contact your Woodland Officer for more information using the contact details found at www.forestry.gov.uk/england-areas.

For the Woodland Tree Health Restoration grant, it is strongly recommended that a management plan is in place for your woodland. Support is available through the Countryside Stewardship scheme to create a woodland management plan, please visit the woodland support page at www.gov.uk/government/publications/countryside-stewardship-woodland-management-plan-grant-manual-2017.

The Woodland Tree Health Restoration grant contributes to the cost of the capital item for tree planting (TE4). This provides funding to supply, plant and protect young trees. Grant is not paid for the cost of felling the diseased trees or any necessary ground preparation. **TE4 - Tree planting** can be supported, where necessary, by a range of capital items. These are one-off payments towards the cost of certain items or activities, e.g. tree shelters or fencing and each offer different payment rates.

The area thresholds for the tree health restoration grant are:

Minimum agreement size: 0.25ha
Minimum woodland block size: 0.1ha

The full list of capital items available is below:

Code	Capital items for use in Woodland Tree Health Restoration	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 in order to apply for Woodland Tree Health Restoration Grant
TE5	Individual tree shelter	£1.60/unit	To protect young trees with a tree shelter	Shelter height to be agreed with Forestry Commission Woodland Officer	Optional

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Code	Capital items for use in Woodland Tree Health Restoration	Payment Rate	Aim	Additional notes	Mandatory or Optional?
FG1	Fencing	£4/m	Method of stock control, to help habitat management or protect environmental features		Optional
FG2	Sheep netting	£4.90/m	Exclude sheep to protect newly planted trees		Optional
FG4	Rabbit fencing supplement	£2.50/m	Supplement to fencing (FG1) or sheep netting (FG2) to exclude rabbits to help protect newly planted trees	This supplement can only be used alongside one of the following capital items: <ul style="list-style-type: none"> ■ FG1 Fencing ■ FG2 Sheep Netting ■ FG9 Deer Fencing 	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 alongside one of the following capital items: <ul style="list-style-type: none"> ■ FG1 Fencing ■ FG2 Sheep Netting ■ FG9 Deer Fencing 	Optional
FG9	Deer fencing	£7.20/m	To protect newly created woodland from deer browsing		Optional
FG12	Wooden field gate or wooden wings	£390/gate	Facilitate stock management.		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 alongside one of the following capital items: <ul style="list-style-type: none"> ■ FG1 Fencing ■ FG2 Sheep Netting ■ FG9 Deer Fencing 	
FG15	Water gates	£240/gate	Use across streams in conjunction with other stock control options		

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

There is a maximum payment rate that can be offered as part of the Woodland Tree Health Restoration grant. This 'cap' changes depending on the species of trees planted, and whether the site is an ancient woodland site. The cap includes the cost of the trees and any additional capital items, including protection items.

The payment caps for Woodland Tree Health Restoration grant are outlined below:

Restock tree species	Ancient woodland site	Other
Native*	£3,500 per ha	£2,750 per ha
Non-native	£1,750 per ha	£2,250 per ha

* For information on what tree species are classed as native or non-native, please check with your Woodland Officer. This payment cap is applied across the whole application and will automatically be calculated when the applicant fills in the Woodland Tree Health Annex (Annex 4) of the application process.

3.1.2 Woodland Tree Health Improvement

The grant provides a contribution to the cost of:

- The removal of immature larch (up to 25yrs old) infected with *Phytophthora ramorum*, confirmed by an SPHN, using capital item **SB1 – Felling diseased trees**, below; or
- The removal of rhododendron that is either infected with *Phytophthora ramorum* or *Phytophthora kernoviae*, or within a set distance (3km) of a site with a statutory plant health notice (SPHN) using the capital item **SB6 – Rhododendron control**, below.

To find out the current infection areas of *Phytophthora ramorum* and *Phytophthora kernoviae*, please speak to your local Forestry Commission Woodland Officer.

Code	Capital items for use in Woodland Tree Health Improvement	Payment Rate	Aim	Additional notes
SB1	Felling diseased trees	Between £260 and £1,680 per hectare depending on method of removal, stem diameter and % ground cover. See item guide for more information: www.gov.uk/countryside-stewardship-grants/scrub-control-and-felling-diseased-trees-sb1	To remove immature trees that could spread disease and cannot be economically felled	Applicants can cut trees manually or with a machine. Manual removal is carried out on foot, with a clearing saw or chainsaw, and machine cutting from a cab, by a tractor fitted with a flail

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Code	Capital items for use in Woodland Tree Health Improvement	Payment Rate	Aim	Additional notes
SB6	Rhododendron Control	Between £2,800 and £4,400 per hectare dependent on the slope of site and rhododendron height. See item guide for more information: www.gov.uk/countryside-stewardship-grants/rhododendron-control-sb6	To support rhododendron control, reducing the amount of host species and the negative effect this can have on a site	

3.2 Woodland Tree Health payment rates

The payment agreement holders receive will depend on the capital items selected. The funding is a contribution towards the costs of carrying out the work.

For Woodland Tree Health Restoration grants, there are various payment caps per hectare for capital items covering both planting and protection. These caps are taken as an average across the entire agreement area, meaning some areas can exceed the payment cap if the average across all areas in the agreement is less than the payment cap. The Woodland Tree Health annex (Annex 4 of the capital application form) includes a calculation so that applicants can check they are not exceeding this cap.

3.3 When to apply for Woodland Tree Health

Applicants can submit Woodland Tree Health applications to Natural England Technical Services at any time. Unlike other Countryside Stewardship grants, there is no submission window. Once an application has been made, a site visit will be undertaken by a Forestry Commission Woodland Officer prior to a final submission. See section 5.9 for details on how to submit an application.

3.4 Agreement length

A Woodland Tree Health capital grant agreement will run for a maximum of 2 years from the start of the agreement, during which all capital work 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 Tree Health Grant agreement for 5 years from the date of final payment.

3.5 How applications are selected

Woodland Tree Health grants are non-competitive. As long as applicants are eligible for the grant, their application can be approved by a Forestry Commission Woodland Officer and subject to budget approval, they will be offered a Countryside Stewardship agreement.

3.6 What the grant cannot pay for

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

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

3.7 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).

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 What land can be entered into the scheme

The Woodland Tree Health Grant is open to all of the following land managers: 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 two year duration of the agreement.

4.1.2 Ineligible land

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

- land that is already subject to certain other Rural Development schemes;
- 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 (2 years) and is unable to have an application countersigned by the landowner.

4.2 Management Control

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

4.2.1 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, and this can be recorded when completing and submitting the scheme application forms.

4.2.2 Tenants

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

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

- control of all the activities needed to meet the scheme requirements for the obligations of the Woodland Tree Health Grant;
- management control of all the agreement land for the duration of any commitments (which may extend beyond the agreement period); and
- security of tenure for the full duration of the agreement.

4.2.3 Landlords

If the tenant does not have management control over the Agreement Land (as defined in the Countryside Stewardship terms and conditions) for the full five years from the date of the final capital payment, landlords must ensure that both they and their tenant(s) sign the declarations on the application form.

The detailed eligibility rules for landlords are below:

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

Provided landlords can demonstrate 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 4.2.6 about 'dual use').

As the Agreement Holder, landlords must give their tenant a copy of the Countryside Stewardship agreement and evidence may be requested to confirm this. It is the landlord's responsibility to make sure that any tenant does not breach the terms of the agreement.

If a landlord undertakes to take over a Countryside Stewardship agreement from a tenant once the tenancy has ended, the landlord must be eligible to do so; for example, they must not be an ineligible public body. Even in these cases the durability and maintenance requirement must still be met.

4.2.4 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	Forest 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 and ineligible public bodies	Eligible	Ineligible where the work is already a requirement of the tenancy agreement. Tenants must have security of tenure for the full two years of the agreement, as the public body cannot countersign the agreement.

4.2.5 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;
- Flood 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. Natural England may carry out checks to make sure that capital works are not funded twice from public funds.

For applications on land already in ES and/or EWGS, each case would need to be checked to ensure the work to be undertaken is compatible with the existing agreement.

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

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

Land to be included in a Countryside Stewardship Mid Tier or Higher Tier agreement may at the same time be used by a different person to claim BPS. This is known as 'dual use'. However, 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 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 to the other party and that they have been required to meet them (unless the applicant can show that they are carrying out the required activities themselves). This written record could be a tenancy agreement, a letter or both, containing the required information, which must be signed and dated by both parties in advance of the BPS application deadline (usually 15 May). Natural England or an RPA inspector may ask to see a copy of this. 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, Natural England may make additional checks on the financial health and viability of an applicant.

To ensure that applicants are able to fulfil their agreement commitments, Natural England 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 against an insolvency register will take place. 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, Natural England 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 Register on Rural Payments

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

Applicants who are new to schemes being paid through 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 Land Register, and have been assigned a field parcel reference number (in the format AA12345678). Applicants will be asked to provide their parcel reference numbers during the application.

5.2 Check the proposed work will not damage important features

Make sure the capital works in the application will not damage 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.

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

5.3 Choose capital items, land area and planting specifications

The capital items available in both the restoration and improvement Woodland Tree Health grants are listed in chapter 3. Annex 4 of the application form ('Woodland Tree Health annex') can 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).

Applicants should note that for Woodland Tree Health Restoration grants there are various payment caps of allowable spend. If the spreadsheet template of the Woodland Tree Health annex is used, this will be calculated automatically. If this cap is exceeded, the payment will be reduced to the cap.

5.4 Prepare a map for your application

A map showing all areas of proposed capital items must be provided with a Woodland Tree Health Grant application. This map will become the "Agreement Map" and it therefore needs to be clear, legible and meet the standards set out below (see 5.4.1).

How to create a map

The map associated with a Woodland Tree Health Grant application can either be created by the applicant (as long as it meets the standards in 5.4.1), or be requested through the Natural England map request service. Natural England will supply a blank base map upon which the applicant will need to outline associated capital items. The map simply needs to show the field parcels upon which the Woodland Tree Health application is to be placed, and the location/area of the capital items applied for (e.g. TE4, TE5, FG1, SB6).

Please note that there is a 5-day turnaround for the Natural England map request service, so applicants must take this extra time into account when planning their application. It is suggested that applicants request a map as early as possible in the process of creating an application. This request service can be initiated by calling the local Natural England Technical Services office as listed in Annex 2. Applicants will need to supply all relevant field parcel numbers to use this service.

If applicants choose to use the Natural England map request service, they will be given the opportunity to highlight any existing Environmental Stewardship (ES) agreements on the field parcels proposed and to discuss some of the potential issues prior to the full Woodland Tree Health Grant being developed. Natural England 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 Natural England Technical Services to request the map, applicants must have the following information to hand:

- applicant's SBI
- applicant's personal details
- County Parish Holding (CPH)
- references of the field parcels to be included in the application

Natural England 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.

5.4.1 Minimum mapping standards

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

- the map must show the whole field parcel on which the 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; application year; and agreement title (as detailed on the application form), to be written on the top right;
- name of business or applicant – this should be the name (beneficiary) that is registered with the Rural Payments Agency (RPA) for the SBI, to be written on the right hand side;

- if there are no numbered OS grid lines a 6 figure OS grid reference for the centre of the map, to be written on the bottom left;
- if a mistake is made do not use correction fluid, strike through the mistake instead.

5.5 Authorising an agent

Applicants can complete the application and claim forms themselves, or they can authorise an agent to do so for them. Please use the Agent Authorisation Form if an agent is to be used. A new agent authorisation form must be used for each application. Applicants who have previously applied for Countryside Stewardship and completed an agent authorisation form must submit one again for this application.

The agent authorisation form can be found at www.gov.uk/government/publications/countryside-stewardship-authorise-an-agent.

5.6 Getting consent (including felling licenses)

It is the applicant's responsibility to check the requirements for each capital item applied for, and ensure all necessary consents are in place. 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. Countryside Stewardship agreements will not be offered if these are not provided where required. Please see **chapter 7** for agreement requirements.

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>.

5.6.1 Consents

Consents are likely to be needed if work takes place in the circumstances given below. The Forestry Commission is likely to require evidence of any consents granted directly to the applicant.

Tree Felling

Applicants need to get permission from the Forestry Commission to fell growing trees, unless an exemption applies. Permission is given with a felling licence or with approval under a Dedication Scheme. In certain circumstances applicants may also need special permission from another organisation for any proposed felling. More information is available via: www.forestry.gov.uk/england-fellinglicences

If applicants are unsure as to whether they require a licence for their Tree Health proposals, they should speak to their Forestry Commission Woodland Officer or their nearest Forestry Commission office for guidance before they submit their application.

Site of Special Scientific Interest (including National Nature Reserves)

For Woodland Tree Health 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. 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.

5.7 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.

5.8 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.

5.9 Complete and submit the application

5.9.1 Complete the application

A complete Woodland Tree Health Grant application consists of the documents outlined in chapter 2.

5.9.2 Before submitting an application:

- read the declaration, undertakings and warning carefully;
- read the Countryside Stewardship terms and conditions carefully;
- complete an agent authorisation form, if required;
- sign the application form ensuring counter signatory's declarations, undertakings and signature(s) are provided, where required.

5.9.3 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 Natural England Technical Services team, found in Annex 2. This should be the county of the proposed woodland, not the applicant's home address. Put 'CS Woodland Tree Health application – SBI' as the email subject, e.g. 'CS Woodland Tree Health application – SX12345678'.

Electronic submissions are the preferred application method for a Woodland Tree Health Grant. If applications are unable to be sent electronically, applications will be accepted via post at the relevant Natural England address in Annex 2.

Please note, if an applicant chooses to apply by post, it is strongly recommended that they also email their Woodland Tree Health Annex to the relevant email address in Annex 2 so that Natural England have a self-calculating version of this document.

Electronic or postal applications can be received by Natural England at any time in the year. It is recommended that applicants obtain proof of postage for any postal applications and any other documents sent to Natural England. Applicants are advised to retain a copy of their completed application form, documents and map.

If you have read this guidance and are still not sure how to complete the application form please contact Natural England using the contact details at Annex 2.

5.10 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 any of the capital items which require evidence prior to the application or with the application that this is included with a submission to Natural England.

Photographic evidence must be taken and provided by the applicant – it is not appropriate for any photos taken by the Forestry Commission Woodland Officer to be used. These are for internal Forestry Commission use only.

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 application has been received by Natural England 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 5.4.1.

At this point the following stages will be followed:

- 1 The application will be sent to a Forestry Commission Woodland Officer, who will arrange a site visit and (in discussion with the applicant) make any changes to the application. Once changes have been agreed the application will be marked as 'final'.
- 2 Eligible applicants will be made a grant offer.
- 3 An applicant who has entered into a Woodland Tree Health Agreement by accepting the offer (an "**Agreement Holder**") cannot modify, extend or amend the Woodland Tree Health Agreement. The offer must be either accepted or declined by the Applicant.

6.2 Record keeping

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

6.3 Evidence: Record keeping and inspection requirements

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

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

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

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

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

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

6.3.1 When is evidence required?

Record keeping and other forms of evidence will be required:

When applying for the scheme

Evidence must be provided to demonstrate eligibility of the applicant, business, land, multi-year options or capital items. This must be submitted with the application form. No offer can be made until after the supporting evidence has been submitted and assessed. No adjustments can be made to the application once an offer has been made. It is advisable for applicants to submit their application and supporting evidence as soon as possible.

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.

6.3.2 General evidence requirements for applicants and Agreement Holders

Consents and permissions

It is the applicant's responsibility to obtain all consents or permissions that may be required in order to undertake the 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 Natural England of the need for a consent or permission, copies of all consents, permissions and other evidence must be received by Natural England before an agreement offer can be made. The original documents must be retained by the Agreement Holder and made available by them on request or during inspections.

6.4 Photographic evidence

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

6.5 Photographic evidence quality

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

- quality of the photograph – photographs must be in focus and clearly show the relevant 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 Natural England office processing the application or agreement. Printed photographs must be no smaller than 15 cm x 10 cm. Photographs may be supplied in either portrait or landscape orientation as best suits the subject;
- photograph to identify the environmental feature, 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 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.

6.6 Clearly labelled photographs

Use the Ordnance Survey (OS) map sheet reference and National Grid reference for the field parcel, followed by the relevant proposed or implemented 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.

6.7 Publicity: requirements

At the time of publication the EU rules on publicity for EU funded projects are being revised. When these are agreed, further information will be provided on GOV.UK.

6.8 Force majeure

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

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

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

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

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

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

6.9 Framework for scheme control

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

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

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

6.9.1 Administrative record checks

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

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

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

6.9.2 Rapid field visits (in situ visits)

These are part of the administrative checking process. RPA, Natural England or Forestry Commission staff will make rapid and focused visual checks, targeted at specific options or capital items. These visits may include record checks.

6.9.3 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.

6.9.4 Inspections

Each year, RPA will carry out compliance inspections on a sample of agreements, as required under European regulations, to ensure scheme requirements have been met. If an inspection finds a breach of the rules, it may lead to reductions and penalties being applied (see section 7.4).

6.9.5 Site Visits

Site visits are carried out in order to monitor Agreement Holders' compliance with the rules governing their agreements (and 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. Further information on Scheme inspection and monitoring is included in section 6.11.

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 Tree Health Grant agreements this is on the first of the month following the signed Woodland Tree Health declaration being returned to Natural England Technical Services.

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 commencing in 2017:

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

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 Tree Health Agreement and have been paid for in full by the Agreement Holder. This includes part claims of the full agreement amount. 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 months of receipt.

With each claim the Agreement Holder must submit evidence that the works have been completed. To see the evidence required with a claim please see section 6.4 on photographic evidence and the individual option requirements. Natural England 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 cannot 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 Land Register;
- 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 Breaches of Agreement

Agreement Holders in breach of their agreement or not meeting the eligibility criteria (see chapter 4) could be subject to non-payment of claims or recovery of some or the entire grant payable or already paid (possibly with interest and penalties).

Agreement Holders are also responsible for anyone acting on their behalf, e.g. contractors carrying out the capital works.

Agreement Holders will also be in breach of their agreement if they do not comply with certain statutory requirements. These could include:

- deliberately withholding any required information, refuse to allow access by Natural England, Forestry Commission or their appointed representative to the land on notice;
- deliberately fail to be available or to accompany a Natural England, Forestry Commission or RPA officer on a site visit with notice;
- provide false or misleading information;
- submit a claim for capital works that have not been completed or not completed to the requirements specified for that item;
- fail to complete all the capital works in the agreement;
- don't retain evidence of the costs incurred for 7 years from the end of the Woodland Tree Health Agreement;
- disturb wildlife habitats of protected species, e.g. great-crested newts and bats.

7.4 Reductions and Penalties

If Natural England becomes aware that an Agreement Holder has breached the terms of their agreement or that they do not meet the relevant eligibility criteria on all or part of their Agreement Land, future grant payments may be reduced or withheld, 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.

7.4.1 Late claims

Capital Claims: In order for payments to be made capital claims must be received no later than three months following the agreement end date.

7.4.2 Withdrawing all or part of an application

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

- they have already been told about an error in the claim (or the relevant part of the claim); or
- they are inspected (or receive advance warning of an inspection)

7.4.3 Cross compliance

Any breach by the Agreement Holder (or 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' to find out about cross compliance penalties. These are applied after CS penalties.

7.4.4 Over-declaration of expenditure

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

7.4.5 Interest charges

When Natural England or the RPA act to recover payments already made to the Agreement Holder, interest will be applied. The interest rate to be applied is the Bank of England Base Rate plus 1%. 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 / penalty is being appealed or otherwise under review.

7.5 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 Tree Health 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.

7.6 Disputes, appeals and complaints

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

7.6.1 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 Technical Services Team at Natural England (contact details in Annex 2) 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 Natural England Technical Services or an Area Team will then examine the case and look in detail at the Natural England decision and how scheme rules have been applied.

Third Stage Appeal:

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

Final Stage Appeal:

A hearing is convened in front of an Independent Agricultural Appeals Panel, a panel of 3 independent agricultural professionals selected from the Public Appointments Register. 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.

7.6.2 Complaints about service

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

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

Annex 1

Terms and Conditions (Version 2)

PARTIES

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

BACKGROUND

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

1 DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

2 AGREEMENT HOLDER'S DECLARATIONS

2.1 The Agreement Holder confirms that:

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

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

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

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

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

3 AGREEMENT HOLDER OBLIGATIONS

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

4 TERM

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

5 THE COUNTRYSIDE STEWARDSHIP MANUAL

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

6 TRANSFERS OR ACQUISITIONS OF LAND

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

7 AMENDMENTS

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

8 PAYMENT CLAIMS

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

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

9 REPAYMENT

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

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

10 ACCESS TO DOCUMENTS AND INFORMATION

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

11 SITE VISITS

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

12 MAINTENANCE OF ACCOUNTS AND RECORDS

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

13 EVALUATION

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

14 ACKNOWLEDGEMENT AND PUBLICITY

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

15 INTELLECTUAL PROPERTY RIGHTS

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

16 DATA AND INFORMATION

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

17 LIMITATION OF LIABILITY

- 17.1** Neither party excludes or limits its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.
- 17.2** The Authority accepts no liability for any consequences, whether direct or indirect, arising from the Agreement, the use of the Grant by the Agreement Holder or the Authority exercising its rights under the Agreement.
- 17.3** Subject to clause 17.1 and 17.2, the Authority's total aggregate liability in connection with the Agreement shall not exceed the amount of the Grant.

17.4 The Agreement Holder shall indemnify the Authority and any persons acting on the Authority's behalf against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising as a result of the actions or omissions of the Agreement Holder in connection with the Agreement.

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

18 FORCE MAJEURE

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

18.2 Force majeure or exceptional circumstances may include:

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

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

19 TERMINATION

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

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

- 19.2** In addition to its right to terminate under clause 19.1 above, the Authority may terminate the Agreement and any future Grant payments on giving the Agreement Holder six months' written notice at any time. Provided that the Agreement Holder is not in breach of the Agreement, Grant payments already paid will not be recoverable.
- 19.3** Subject to clause 19.4 below, where the term of the Agreement is ten years or more, either party may terminate the Agreement at the Break Point Date by giving not less than one month's prior written notice to the other party. If notice is validly served under this clause, the Agreement will terminate on the Break Point Date, and subject to the Authority's other rights and remedies under the Agreement, Grant payments already paid at the Break Point Date will not be recoverable.
- 19.4** Where the Agreement includes the Multi-Year Option WD1, the Agreement may not be terminated pursuant to clause 19.3 above before the Option End Date for the WD1 option.
- 19.5** The Agreement Holder may terminate the Agreement at any time by giving written notice to the Authority. The Agreement Holder understands that in such circumstances it may be required to repay all or part of the Grant and that its obligations under the Agreement shall not cease until such repayment has been made.
- 19.6** If a third party acquires management control of any part of the Agreement Land and is not able or willing to take on the Agreement Holder's obligations under the Agreement, the Authority may terminate the Agreement. In such circumstances the Agreement Holder will not be required to repay the Grant and its obligations under the Agreement will cease as at the date of termination. Further details are set out in the Countryside Stewardship Manual.

20 CONSEQUENCES OF EXPIRY OR TERMINATION

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

21 VARIATION

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

22 SEVERABILITY

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

23 WAIVER

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

24 NOTICES

24.1 All notices in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) using the contact details set out in the Agreement Document (or any updated address which is subsequently notified by one party to the other). It is the Agreement Holder's responsibility to notify the Authority of any change to its contact details.

24.2 If personally delivered or if e-mailed all such notices shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such notices shall be deemed to have been given and received on the second Working Day following such mailing.

25 DISPUTE RESOLUTION

Any dispute arising between the parties or any complaint or appeal by the Agreement Holder concerning the Authority's actions in connection with the Agreement shall be resolved according to the procedure set out in the Countryside Stewardship Manual.

26 NO PARTNERSHIP OR AGENCY

The Agreement shall not create any partnership or joint venture between the Authority and the Agreement Holder, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

27 JOINT AND SEVERAL LIABILITY

Where the Agreement Holder is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into the Agreement on behalf of the Agreement Holder shall be jointly and severally liable for the Agreement Holder's obligations and liabilities arising under the Agreement.

28 THIRD PARTY RIGHTS

28.1 Subject to clause 28.2 below, the Agreement does not and is not intended to confer any contractual benefit on any person who is not a party to the Agreement.

28.2 The terms of the Agreement may be enforced and recovery of any Grant may be sought by the Paying Agency and/or the Managing Authority, both of which shall be entitled to receive the benefit of the Agreement as if they were the Authority.

29 GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Annex 2

Contact details for Woodland Tree Health Grant

Natural England Technical Services are responsible for the initial processing and subsequent issuing of agreement offers for the Woodland Tree Health Grant.

Forestry Commission Woodland Officers provide technical advice on Woodland Tree Health applications. Applicants are encouraged to contact their Area Forestry Commission office prior to their Woodland Tree Health 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 www.forestry.gov.uk/england-areas.

Applicants must send their application to the Natural England Technical Services team dealing with applications in their county. This is the county where the woodland in question is located, not the applicant's home address.

Electronic applications are the preferred application method. If applicants choose to apply by post, they are strongly encouraged to email their Woodland Tree Health annex to the relevant email address below. Natural England offices are open from 8:30 am to 5:00 pm Monday to Friday, excluding bank holidays.

East of England

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

Natural England, PO Box 247, Cambridge CB2 2WW

Tel: 0208 026 5996

Email: ts.cambridge@naturalengland.org.uk

East Midlands

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

Natural England, PO Box 10276, Nottingham NG2 9PD

Tel: 0208 026 2018

Email: ts.nottingham@naturalengland.org.uk

North East

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

Natural England, PO Box 1316, Newcastle upon Tyne NE99 4PB

Tel: 0208 225 6663

Email: ts.newcastle@naturalengland.org.uk

North West

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

Natural England, PO Box 380, Crewe CW1 6YH

Tel: 0208 026 1805

Email: ts.crewe@naturalengland.org.uk

South East

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

Natural England, PO Box 2423, Reading RG1 6WY

Tel: 0208 026 7254

Email: ts.reading@naturalengland.org.uk

South West

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

Natural England, PO Box 3135, Bristol BS1 9GN

Tel: 0208 026 6964

Email: ts.bristol@naturalengland.org.uk

West Midlands

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

Natural England, PO Box 530, Worcester WR5 2WZ

Tel: 0208 026 1090

Email: ts.worcester@naturalengland.org.uk

Yorkshire and the Humber

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

Natural England, PO Box 285, Leeds LS11 1GF

Tel: 0208 026 8779

Email: ts.leeds@naturalengland.org.uk



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