



Countryside Stewardship:

Woodland Tree Health Grant Manual

Applies to all agreements commencing from 1 May 2018

Revised March 2018

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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.

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

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

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

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

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

2.1 Organisations delivering and funding the scheme

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

Countryside Stewardship supersedes the following schemes which are now closed to new applications:

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

2.2 Countryside Stewardship elements

There are four main elements within Countryside Stewardship:

- **Mid Tier:** multi-year agreements for environmental improvements in the wider countryside, that include multi-year options and capital items;
- **Four New CS Offers for Wildlife:** to provide funding to help farmers improve the wildlife on their farm, increasing year round habitats and helping pollinators to thrive. The Offers have been designed to help farmers choose the right options for their farmland and make it easier and simpler to apply for a Countryside Stewardship agreement:
 - Arable Offer;
 - Lowland Grazing Offer;
 - Upland Offer; and the
 - Mixed Farming Offer.
- **Higher Tier:** multi-year agreements for environmentally significant sites, commons and woodlands where more complex management requires support from Natural England or the Forestry Commission, that include multi-year options and capital items;
- **Capital Grants:** a range of 2 year grants specific to outcomes for hedgerows and boundaries, developing implementation plans, feasibility studies, woodland management plans, woodland creation (establishment), and tree health; and
- a **Facilitation Fund**, which supports groups of land managers to collectively deliver landscape scale objectives.

This Manual covers the Woodland Tree Health Grant element of Countryside Stewardship.

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

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

There is a dedicated woodland support page on GOV.UK at <https://www.gov.uk/government/collections/countryside-stewardship-woodland-support> where you can find more information specific on woodland support and the following grants:

- CS: Woodland Creation Grant
- CS: Woodland Management Plan Grant

3 How it works

3.1 Elements of a Woodland Tree Health Grant application

The Woodland Tree Health grant is a capital grant through which applicants can apply for two elements:

- Woodland Tree Health Restoration which provides support for restocking of woodland after felling due to a tree health issue. See section 3.3.1 for more information.
- Woodland Tree Health Improvement which provides support for the removal of diseased trees and infected rhododendron. See section 3.3.2 for more information.

Applicants can apply for either of these two parts of the grant, or both, at any time as long as the eligibility requirements are met. If successful, the agreement holder will have 2 years to complete all the associated work.

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
- an 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 <http://www.gov.uk/countryside-stewardship-grants>); and
- any evidence required for individual capital items (see section 5.10).

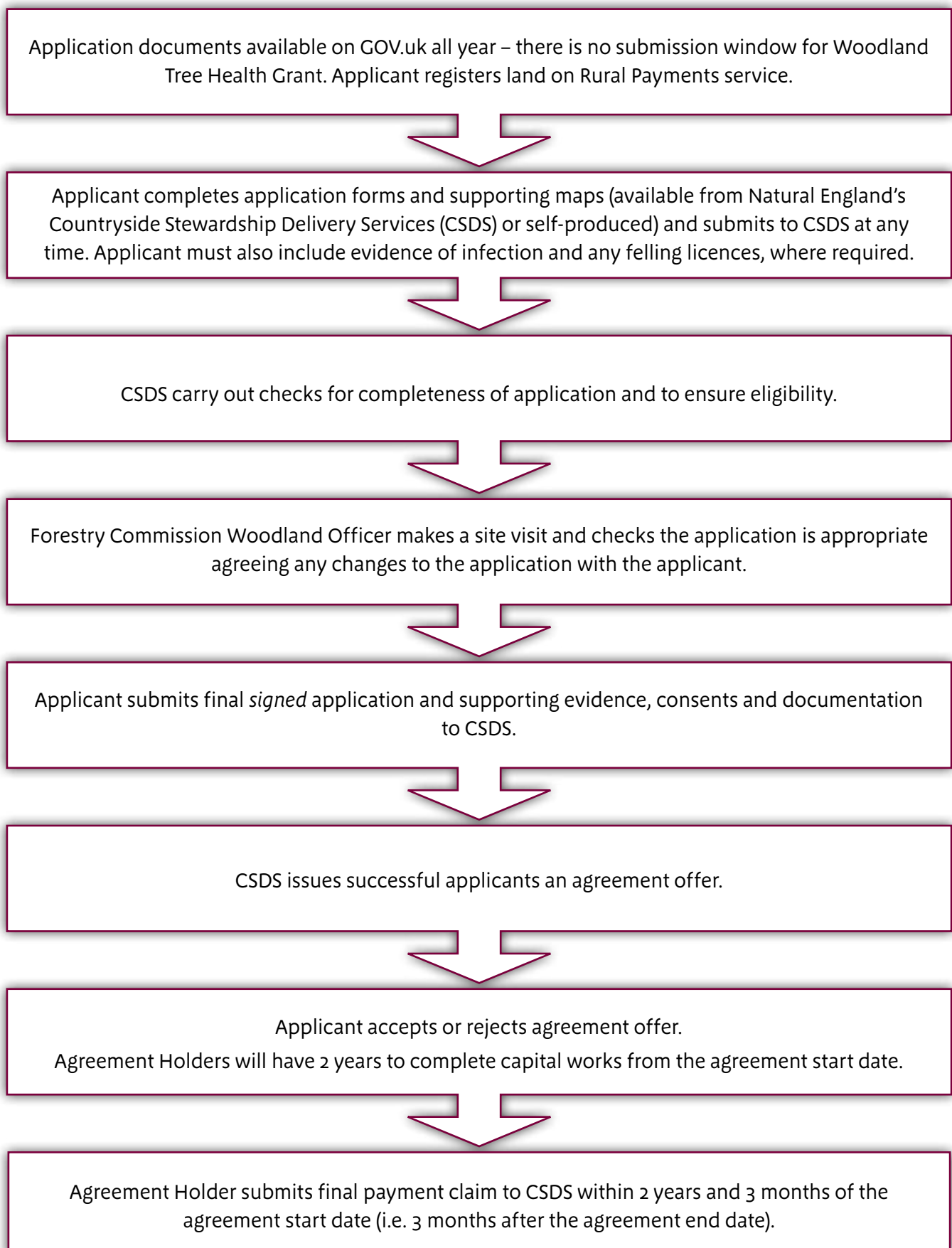
If submitting an application electronically (preferred), applicants can email the electronic documents and scan the paper documents above. These can be sent to Natural England using the email address in Annex 2. See section 5.9 for details on how to submit an application.

Applicants can submit 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 arrange a site visit and advise applicants on their application. The Woodland Officer will assess the application to ensure that it is suitable for the Woodland Tree Health grant.

It is strongly recommended that applicants have a management plan for the affected woodland. Support to create a woodland management plan is available through the Countryside Stewardship Scheme. Please visit the woodland support page at <https://www.gov.uk/government/publications/woodland-management-plan-grant-countryside-stewardship> for more information.

3.2 Woodland Tree Health application process

The flowchart below shows the Woodland Tree Health Grant application process, from application building to submitting a final payment claim.



3.3 The two types of Woodland Tree Health Grant

The section below explains more about the support available under the Woodland Tree Health Grant.

3.3.1 Woodland Tree Health Restoration

Under this element of the grant, Agreement Holders can be paid for the restocking of woodland following tree felling due to a confirmed tree health issue. Support is only available if the trees being felled are infected with a tree health disease or pest outlined in the table below and the eligibility requirements are met:

Tree health disease or pest	Eligibility requirement	Where to find more information
<i>Phytophthora ramorum</i> of either larch or sweet chestnut	Infection must be confirmed by statutory plant health notice (SPHN)	https://www.forestry.gov.uk/pramorom
Chalara (<i>Hymenoscyphus fraxineus</i>) dieback of ash	The Forestry Commission or the Animal and Plant Health Agency (APHA) must confirm cases	https://www.forestry.gov.uk/chalara
Sweet chestnut blight (<i>Cryphonectria parasitica</i>)	Infection must be confirmed by statutory plant health notice (SPHN)	https://www.forestry.gov.uk/chestnutblight

For more information about these pests and diseases and how to confirm infection please contact your Woodland Officer using the contact details found at www.forestry.gov.uk/england-areas.

If an application is submitted during autumn or winter it may not be possible to offer the grant agreement until the following spring when the infection can be confirmed. To support this, the Forestry Commission may ask applicants to submit photographs showing signs of the infection following budbreak.

The area thresholds for the tree health restoration grant are:

Minimum agreement size: 0.25 hectares

Minimum woodland block size: 0.1 hectares

Agreement Holders must ensure any proposed restocking under Countryside Stewardship Woodland Tree Health grant is UK Forestry Standard (UKFS) compliant (see www.forestry.gov.uk/ukfs for more information).

The restoration element of the grant contributes to the cost of the capital item for tree planting (TE4). It gives funding to supply, plant and protect young trees. **TE4 - Tree planting** (<https://www.gov.uk/countryside-stewardship-grants/supply-and-plant-tree-te4>) 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 item has different payment rates. Grant funding is not paid for the cost of felling the diseased trees or any necessary ground preparation.

The full list of capital items available for Woodland Tree Health Restoration Grant is shown 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	This supplement can only be used with TE4. Shelter height to be agreed with Forestry Commission Woodland Officer.	Optional
FG1	Fencing	£4/m	Method of stock control, to help habitat management or protect environmental features	This item can be used with the item TE5 where appropriate and agreed with the Forestry Commission Woodland Officer.	Optional
FG2	Sheep netting	£4.90/m	Exclude sheep to protect environmental features	This item can be used with the item TE5 where appropriate and agreed with the Forestry Commission Woodland Officer.	Optional
FG4	Rabbit fencing supplement	£2.50/m	Supplement to fencing (FG1) or sheep netting (FG2), or deer fence (FG9) to exclude rabbits to help protect environmental features	<p>This supplement can only be used alongside one of the following capital items:</p> <ul style="list-style-type: none"> ■ FG1 Fencing ■ FG2 Sheep Netting ■ FG9 Deer Fencing <p>This item can be used with the item TE5 where appropriate and agreed with the Forestry Commission Woodland Officer.</p>	Optional
FG5	Fencing supplement – difficult site	£1.24/m	Supplement to fencing (FG1) to cover the extra costs of fencing on a difficult site	<p>This supplement can only be used alongside one of the following capital items:</p> <ul style="list-style-type: none"> ■ FG1 Fencing ■ FG2 Sheep Netting ■ FG9 Deer Fencing <p>This item can be used with the item TE5 where appropriate and agreed with the Forestry Commission Woodland Officer.</p>	Optional

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

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

The Woodland Tree Health Restoration grant is subject to payment caps that limit the maximum amount of grant that can be offered. The cap is based on the average amount of grant per hectare and includes the cost of the trees and any additional capital items, including protection items. The cap depends on the type of trees planted, and whether the site is an ancient woodland site. This is set out in the table below.

The payment cap is applied across the whole application and will be calculated automatically when the applicant fills in the Woodland Tree Health Annex (Annex 4) of the application process.

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

* For information on which tree species are classed as native or non-native, please check with your Woodland Officer.

3.3.2 Woodland Tree Health Improvement

Under this element of the grant, Agreement Holders can be paid for the removal of diseased trees and infected rhododendron due to a confirmed tree health issue. The grant provides a contribution to the cost of the work set out in the table below. An application can include one or both of these:

Tree health disease or pest	Eligibility requirement	Basis of grant	Where to find more information
The removal of immature larch (up to 25 years old) infected with <i>Phytophthora ramorum</i>	Infection must be confirmed by statutory plant health notice (SPHN)	Capital item SB1 – Felling diseased trees	<i>Phytophthora ramorum</i> https://www.forestry.gov.uk/pramorum
The removal of rhododendron that is either infected with <i>Phytophthora ramorum</i> or <i>Phytophthora kernoviae</i>	The site must be subject to a SPHN or within 3 kilometres of a site with a SPHN.	Capital item SB6 – Rhododendron control.	<i>Phytophthora kernoviae</i> https://www.forestry.gov.uk/pkernoviae

For more information about these pests and diseases and how to confirm infection please contact your Woodland Officer using the contact details found at www.forestry.gov.uk/england-areas.

The full list of capital items available for Woodland Tree Health Improvement Grant is shown below:

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
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	

3.4 When to apply for Woodland Tree Health

Applicants can submit Woodland Tree Health applications to Natural England's Countryside Stewardship Delivery Services at any time. Unlike some 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.

3.5 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.

3.6 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.

3.7 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.

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.

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

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

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: eligibility and Scheme rules

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

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

4.2.1 Tenants

Tenants applying for an agreement must have:

- control of all the activities needed to meet the Scheme requirements for the chosen Countryside Stewardship capital items;
- management control of all the agreement land for the duration of any commitments; and
- security of tenure for the full duration of the agreement (2 years from the Agreement Start Date). If that is not possible, they must obtain the countersignature of their landlord as part of the application. If a countersigned application is not possible on a part of the tenant's land, that particular area of land must be omitted from the application.

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

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

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

4.2.2 Landlords

Provided landlords can demonstrate that they have sufficient management control over the land, they can apply for an agreement on land that has been let to a tenant.

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

4.2.3 Partnerships

Business partnerships can apply for Countryside Stewardship. All partners in the farm business, or their agents, must sign the application form. One person can be authorised to act as their representative if they have the appropriate permission levels within the Rural Payments service at <http://www.gov.uk/claim-rural-payments> (see section 5.5 for more information).

4.2.4 Licensors

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

Applicants must ensure that the licensee is aware of the requirements of the Woodland Tree Health agreement, as relevant to the licence, and include these in the licence agreement.

4.2.5 Land owned by public bodies

Land owned or run by a public body would in general not be eligible for Countryside Stewardship. Any tenant wishing to apply 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 through:

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

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

- Ministry of Defence;
- Forestry Commission

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

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

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

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

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

4.2.6 Land receiving other funding

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

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

Applicants must ensure that any work proposed for this grant doesn't breach the conditions of any other agreement. 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 Environmental Stewardship (ES) and/or English Woodland Grant Scheme (EWGS) agreements, each case would need to be checked by Natural England and the Forestry Commission to ensure the work to be undertaken is compatible with the existing agreement.

4.2.7 Compatibility with Countryside Stewardship

Applicants can apply for a Countryside Stewardship Woodland Tree Health Grant on land parcels which are already subject to a Countryside Stewardship agreement. However this must not include work already required under any existing agreement and any proposed work must not breach the conditions of the existing CS agreement.

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

In certain situations land registered to one SBI and used to claim BPS by that business may also be included in a Countryside Stewardship application submitted by another business under their SBI. This is known as 'dual use'.

In these situations specific rules have to be followed.

The Countryside Stewardship applicant has to be able to meet the Countryside Stewardship 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 Countryside Stewardship 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 Countryside Stewardship 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 Countryside Stewardship 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 Countryside Stewardship Agreement Document and the Terms and Conditions to the other party and that they have been required to meet them (unless the applicant can show that they are carrying out the required activities themselves). This written record could be a tenancy agreement, a letter or both, containing the required information, which must be signed and dated by both parties in advance of the BPS application deadline, and submitted as part of the Countryside Stewardship application. Applicants may want to get independent professional advice relating to their circumstances, especially if they previously had a verbal agreement (rather than a written agreement) with the other party.

4.3 Business Viability Test

For 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, the applicant must submit a statement from a chartered accountant confirming that the business or SBI has the resources from trading profits, reserves or loans to undertake the works according to the proposed agreement schedule.

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

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

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

5 How to apply

5.1 Register on Rural Payments

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

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

Agents who are completing capital applications on behalf of applicants also need to be registered on Rural Payments service. See section 5.5 on authorising an agent.

All land to be applied for under Countryside Stewardship must be registered on the Rural Payments service, and have been given a field parcel reference number (in the format AA12345678). Applicants will be asked to provide their parcel reference numbers during the application process. To register land, applicants must complete a Rural Land and Entitlements (RLE1) form and provide accompanying annotated maps to clearly illustrate where land parcels are on the holding. This must be submitted to the RPA. More information on this can be found at: <https://www.gov.uk/government/publications/tell-the-rural-payments-agency-about-land-changes-and-entitlement-transfers>.

5.2 Check the proposed work will not damage important features

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

Applicants are also encouraged to engage with local archaeological organisations to assess the Historic Environment Record (HER) for the land and gain supporting advice for their application. Information from the HER may already be available if a previous Farm Environment Plan has been prepared for the land holding or a Historic Environment Farm Environment Record (HEFER) was obtained for a previous CS Higher Tier application.

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') must be used to record the details of the capital items applicants wish to include in each field parcel (e.g. number of trees, shelters or length of fencing).

Applicants should be aware of the payment caps for the restoration element of the grant when making their application (see section 3.3.1). This will be calculated automatically in the spreadsheet template of the Woodland Tree Health annex. 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. If the application is successful and the applicant is offered an agreement, 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 needs to reflect the details recorded in annex 4 of the application form showing 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).

If the map supplied by the applicant does not meet these requirements or the minimum standards outlined in 5.4.1, they will be sent a fresh base map from Natural England. They will need to complete this map to the minimum standard and return it to Natural England.

Please note that there is a 5-day turnaround for the 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 Natural England’s CS Delivery 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’s CS Delivery Services to request the map, applicants must have the following information to hand:

- applicant’s SBI
- applicant’s personal details
- County Parish Holding (CPH)
- field parcel numbers of the land parcels to be included in the application

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

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 section 3.1.

5.9.2 Before submitting an application:

- read the declaration, undertakings and warning carefully;
- read the Countryside Stewardship terms and conditions carefully;
- use the Rural Payments service to set the appropriate permissions levels for the agent, if required;
- at initial application submission **do not sign the application form**. Once applicants have discussed their application with their Forestry Commission Woodland Officer, the application annex 4 may be revised to reflect the final proposals. Applicants will have to **sign, date and submit the updated application form** to confirm these changes, 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 Natural England's CS Delivery Services team in Crewe, which can be found in Annex 2. Put 'CS Woodland Tree Health application – SBI' as the email subject, e.g. 'CS Woodland Tree Health application – SBI 123456789'.

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 Natural England's CS Delivery Services office in Crewe, 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 CS Delivery Services Crewe office 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'. The applicant must sign, date and submit the application form at this point to confirm they are happy with changes.
2. Successful applicants will be made a grant offer. Unsuccessful applicants will also be notified. Successful applicants will be sent an agreement offer and declaration. Applicants must sign and return the agreement declaration to Natural England within 20 working days of receipt. If the signed agreement declaration is not received by Natural England within 20 working days then the offer will be withdrawn.
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 without the express written permission of Natural England's CS Delivery Services. The offer must be either accepted or declined by the applicant.

6.2 Record keeping

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

6.3 Evidence: Record keeping and inspection requirements

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

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

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

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

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

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

6.3.1 When is evidence required?

Record keeping and other forms of evidence will be required:

When applying for the scheme

Evidence must be provided to demonstrate eligibility of the applicant, business, land or capital items. This must be submitted with the application form. No agreement 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, approvals 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, approval or permission is required, copies 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 payment claims. The following general principles will apply:

Application stage

Some capital items require supporting dated photographs (for example, of a particular feature or site) when they are included in any application. Applicants will need to check the individual option or capital item requirements. This should establish the 'baseline condition' before work is started.

Payment Claim stage

For capital items, all Agreement Holders should take a dated photograph after the works have been completed and send it with the payment claim. For capital works that cannot be visually checked after completion Agreement Holders should follow individual capital item guidance. 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 or capital item(s) concerned – it is the responsibility of the claimant to provide sufficient evidence that the investment or required management has taken place, for example:
 - more than one photograph may be required where the feature or capital item exceeds the frame or is not clearly evident from a single photograph;
- 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 capital item code and, if more than one image is required, the image number.

The OS map sheet reference and National Grid reference should relate to the field parcel on which the feature or capital item 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 detailing the Ordnance Survey (OS) map sheet reference and National Grid reference for the field parcel, the implemented capital item code, date, Agreement Holder name and SBI.

6.7 Publicity: requirements

All Agreement Holders receiving investment / capital support of more than €50,000 per operation are required to display a plaque or poster.

Agreement Holders who receive more than €500,000 to fund a capital item, forest area development or improvement in the viability of forests are required to display a billboard. There are also requirements relating to websites for all levels of funding.

This is a requirement of European Union regulations.

The relevant requirements are set out in Annex III at 2.1 and 2.1 of Regulation (EU) No. 808/2014 which is available here: <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014Ro808&from=EN>

Also at Annex III of Regulation (EU) No. 2016/669 which is available here: <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016Ro669&from=EN>

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

Further information about the detailed requirements is available from Natural England's CS Delivery Services – see contact details in Annex 2.

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.

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.

The control framework includes five types of checks: administrative record checks, rapid field visits, agreement monitoring visits, inspections and site visits.

6.9.1 Administrative record checks

Natural England 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

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 7.3). Further RPA guidance on inspections can be found at <http://www.gov.uk/government/collections/countryside-stewardship-information-for-agreement-holders>.

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 Countryside Stewardship overall. Agreement Holders must allow any UK or EU public authority (or their authorised representatives or auditors) to access their land or premises for this purpose, and must assist and co-operate with any person carrying out a site visit. Any refusal to do so or obstruction is a breach of the Countryside Stewardship Terms and Conditions, and may also be a criminal offence. Further information on Scheme inspection and monitoring is included in section 6.9.

6.9.6 How Natural England will use and share Agreement Holder's information

The data controller is Natural England, 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX. Agreement Holder information will be stored and processed in accordance with the Data Protection Act 1998. This Act gives individuals the right to know what data Natural England hold, how Natural England use it, with whom Natural England share it, and how Natural England ensures that it is accurate.

Natural England will use the data for administering and analysing applications, agreements and claims under Countryside Stewardship. Natural England will circulate and discuss it, in confidence, with those

persons or organisations that help us to assess and monitor applications, agreements and claims. Some information will be shared with other grant distribution bodies and government departments, to enable them to detect fraudulent applications, agreements and claims and to co-ordinate the processing of complementary applications, agreements and claims. To do this, Natural England may have to discuss applications, agreements and claims with third parties or disclose information about funding decisions.

Natural England are required to make certain information about Countryside Stewardship applications, agreements and claims publicly available to meet requirements set out in the European Regulations governing payment of these grants. Natural England will do this by publishing information proactively or on request.

Details disclosed may include, but are not limited to:

- name;
- the name and address of the farm or business;
- postal town or parish;
- the first part of the postcode;
- the payments received for each measure; and
- details of the environmental features and multi-year options they contain.

Natural England is also subject to transparency obligations under the Freedom of Information Act 2000 and Environmental Information Regulations 2004. Participation in Countryside Stewardship involves expenditure of public money and is therefore a matter of public interest. Natural England will respect personal privacy while complying with access to information requests to the extent necessary to enable Natural England to comply with its statutory obligations under this legislation. Information disclosed under these obligations includes:

- grid references;
- the total area under agreement;
- the location of land parcels; and
- details of inspections by Defra or its agents

7 Agreement Management

A Countryside Stewardship agreement comprises the Countryside Stewardship Terms and Conditions – see Annex 1, the Agreement Document (which sets out Agreement Holder-specific details) and the supplementary documents referred to in the Agreement Document.

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's CS Delivery 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 2018:

- capital works must be completed within 2 years from the Agreement Start Date; and
- all payment claims must be received by no later than three 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 payment claim is £500 with the exception of the final payment 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. Natural England must receive the final payment claim and supporting information, including photos, within 3 months of the agreement end date. Late payment claims will be rejected.

Valid payment claims will be paid within 2 months of receipt.

Submitting claims for capital items

Once the capital works are completed and have been paid for, Agreement Holders should log into the Rural Payments service and submit a payment claim online.

For guidance on submitting a payment claim online please see: <https://www.gov.uk/government/publications/countryside-stewardship-how-to-submit-claims-online>

For Agreement Holders unable to submit a payment claim online they should contact Natural England's CS Delivery Services - see Annex 2, to request a paper claim form.

The Agreement Holder must submit supporting evidence with every payment claim to demonstrate that the works have been completed. See section 6.4 for information about photographic evidence requirements.

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

The Agreement Holder / Landlord as appropriate must however retain the items to the condition and specification for which the aid was granted for 5 years from the date of final claim payment (see section 3.5 above). This is a requirement of the agreement.

7.2 Amendments

No amendments to or rescheduling of approved capital items is permitted without the express written permission of Natural England's CS Delivery Services.

Agreement Holders must meet all of the following requirements:

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

7.3 Reductions and Penalties

7.3.1 Reductions

Natural England can only pay Agreement Holders for the eligible land that they correctly declare, and that they are managing according to the Scheme rules.

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

- have not declared all the agricultural land on the Agreement Holder's holding, and non-agricultural land that is under a Rural Development agreement;
- have claimed payment on land which is not eligible or is not under their management control;
- have not followed the management requirements or prescriptions for the options chosen;
- have over-claimed for capital works;
- have not followed the Scheme rules; or

- have not complied with cross compliance rules where applicable.

In cases of force majeure and exceptional circumstances, Natural England will consider the facts on a case-by-case basis in deciding whether to pay or reduce a claim – see section 6.8 for more information about this.

7.3.2 Penalties

Penalties are applied if:

- the agreement area that the Agreement Holder claims payment for is significantly larger than the area on which the Agreement Holder is actually carrying out the agreement options;
- the Agreement Holder has not followed scheme rules;
- the Agreement Holder has not followed the cross compliance rules; or
- the Agreement Holder claims payment on capital items which they have not fully completed or have not completed to the required standard.

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

Penalties are applied to the land management elements of the payment in the following order:

- penalties for over-claiming eligible land;
- penalties for agreement breaches (reduction or non-payment of amount claimed);
- penalties for not declaring all of the relevant land parcels on the holding;
- penalties for agreement breaches (recovery of support paid earlier); and
- cross compliance penalties.

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

7.3.3 Withdrawing all or part of a payment claim

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

- they have already been told about an error in the payment claim (or the relevant part of the claim); or
- they have been inspected (or receive advance warning of an inspection); or
- an inspection reveals a breach of the rules; or
- errors have been found by RPA when they cross check information against BPS applications

7.3.4 Obvious errors

Where a straightforward mistake on a payment claim has been made (and which is obvious from a simple administrative check of the claim), Agreement Holders can ask Natural England to correct it. Natural England may be able to correct it at any time without applying a reduction or a penalty. However, if an Agreement Holder makes the same mistake more than once, Natural England may not accept it as an obvious error.

7.3.5 Notified errors

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

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

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

7.3.6 Cross compliance

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

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

7.3.7 Breaches of Agreement

If Natural England identifies during agreement processing, claim processing, or at inspection that the Agreement Holder has not met the terms of the agreement, then reclaims or penalties may apply. If a breach on capital works is more than 10% of the eligible amount claimed (by value), Natural England will apply a penalty equal to the amount of the breach.

In a case of fraud or severe non-compliance by the Agreement Holder, Natural England can withhold all RDP support and bar someone from new Countryside Stewardship applications for up to 2 years.

7.3.8 Refusal or withdrawal of support claimed

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

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

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

7.3.9 Suspension of payments

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

7.3.10 Over-declaration of expenditure

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

7.3.11 Interest charges

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

7.4 Change of ownership

Agreements are not transferable.

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

7.5 Disputes, appeals and complaints

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

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

To appeal against a decision that has already been taken, applicants or Agreement Holders should write to the appropriate CS Delivery Services Team at Natural England (contact details in Annex 2) advising of their wish to appeal and providing details of the reasons. An appeal must be received within 60 days of notification of the decision.

The permitted reasons are limited:

- that the decision was based on an error of fact;

- that the decision was wrong in law;
- that the delivery body made a procedural error.

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

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

First Stage Appeal:

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

Second Stage Appeal:

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

Third Stage Appeal:

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

Final Stage Appeal:

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

7.5.2 Complaints about service

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

- for Natural England: www.gov.uk/government/organisations/natural-england/about/complaints-procedure.
- 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

CS Delivery Services offices

Natural England offices are open from 8:30 am to 5:00 pm Monday to Friday, excluding Bank Holidays.

Natural England Map Request Service

To request a base map through Natural England's Map Request Service, please contact the Natural England Enquiries Team at Crewe:

Telephone: 020 802 61806

Completed Woodland Tree Health Grant application forms:

Please send your completed Woodland Tree Health Grant application form to CS Delivery Services in Crewe:

Crewe

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

T: 020 802 61805

E: ts.crewe@naturalengland.org.uk

Claim Forms or Agreement Management queries:

To request a claim form or to inform Natural England of a change of circumstances, please contact the Enquiries Team:

T: 0208 026 1089

E: enquiries@naturalengland.org.uk

Submit a paper based claim form and any supporting evidence

If agreement holders wish to send in a paper based claim form rather than use the claim online function they should send in paper based claim forms to:

Newcastle

Countryside Stewardship Delivery Services
Natural England,
PO Box 1316,
Newcastle upon Tyne
NE99 4PB

T: 020 822 56663

E: ts.newcastle@naturalengland.org.uk

Avon, Cheshire, Cleveland, Cornwall, Cumbria,
Devon, Dorset, Durham, Greater Manchester,
Humberside, Isles of Scilly, Lancashire,
Merseyside, North Yorkshire, Northumberland,
Somerset, South Yorkshire, Tyne & Wear, West
Yorkshire, Wiltshire

Worcester

Countryside Stewardship Delivery Services
Natural England,
PO Box 530,
Worcester
WR5 2WZ

T: 020 802 61090

E: ts.worcester@naturalengland.org.uk

Bedfordshire, Berkshire, Buckinghamshire,
Cambridgeshire, Derbyshire, East Sussex, Essex,
Gloucestershire, Greater London, Hampshire,
Hereford & Worcester, Hertfordshire, Isle
of Wight, Kent, Leicestershire, Lincolnshire,
Norfolk, Northamptonshire, Nottinghamshire,
Oxfordshire, Rutland, Shropshire, Staffordshire,
Suffolk, Surrey, Warwickshire, West Midlands,
West Sussex, Worcestershire



Department
for Environment
Food & Rural Affairs



The European
Agricultural Fund for
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Europe investing in
rural areas



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