



Countryside Stewardship

Higher Tier Manual

Applies to all Higher Tier multi-year agreements commencing on 1 January 2017

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Introduction

This Manual provides the information needed to apply for the Higher Tier of the Countryside Stewardship (CS) (“the Scheme”) and additional requirements and processes which must be followed.

Mandatory elements of the Higher Tier 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 that contain mandatory text are:

- chapter 3: Who can apply;
- chapter 6: Scheme requirements and procedures; and
- chapter 7: Agreement Management.

For Common land and Shared grazing applications Annex 5 sets out the procedure to follow when applying.

For applications involving Woodland improvement and infrastructure (FY2): multi-year option (WD2) and capital items Annex 4 sets out the procedure to follow when applying.

For Countryside Stewardship forms see www.gov.uk/government/collections/countryside-stewardship-forms.

1. Scheme overview

Countryside Stewardship provides incentives for land managers to look after their environment. The scheme is open to all eligible farmers, woodland owners, foresters and other land managers through a competitive application process.

Unlike previous rural development schemes, applications for most elements of Countryside Stewardship are competitive, which means that applications will be scored against specific criteria, and that not everyone who applies will be successful.

Targeting and scoring will encourage applicants to choose options that help achieve the environmental priorities in their local area. See chapter 5 for more information about how applications will be scored

1.1 Countryside Stewardship priorities

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

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

1.2 Organisations delivering and funding the scheme

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

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

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

1.3 Countryside Stewardship elements

There are three main elements within Countryside Stewardship:

- **Mid Tier:** multi-year agreements for environmental improvements in the wider countryside, including multi-year options and capital items;
- **Higher Tier:** multi-year agreements for environmentally significant sites, commons and woodlands where more complex management requires support from Natural England or the Forestry Commission, including multi-year management options and capital items; and

- **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.

The scheme also provides:

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

This Manual covers the Higher Tier of Countryside Stewardship. Land managers interested in the other elements of the scheme should refer to the other scheme Manuals and guides on GOV.UK:

- CS: Mid Tier Manual at: www.gov.uk/government/publications/countryside-stewardship-mid-tier-including-water-quality-capital-items-manual
- CS: Hedgerows and Boundaries Grant Manual at: www.gov.uk/government/publications/countryside-stewardship-hedgerows-and-boundaries-grant-manual-2016
- Facilitation Fund at: www.gov.uk/government/publications/guide-to-countryside-stewardship-facilitation-fund

There is a dedicated woodland support page on GOV.UK where you can find more information specific to woodland support:

- Woodland creation via: www.gov.uk/government/collections/countryside-stewardship-woodland-support
- Woodland management plans and woodland tree health via: www.gov.uk/government/collections/countryside-stewardship-woodland-support#funding-for-woodland-management-plans-and-tree-health-support

2. How it works

This chapter explains how to select multi-year management options and capital items. It also provides information in relation to support for organic farming and agreement duration.

2.1 Selecting multi-year options and capital items

Higher Tier agreements are for the most environmentally significant sites and woodlands. These sites will usually need complex management such as:

- habitat restoration and creation;
- woodland improvement;
- woodland creation and associated maintenance;
- protection and enhancement of the historic environment.

The Higher Tier can also be used to address more widespread environmental issues, such as improving the farmed environment for farmland birds and pollinators – see Annex 3 for full details in relation to the Wild Pollinator and Farm Wildlife Package (WPFWP).

To address these issues the Higher Tier offers a greater level of flexibility than the other elements of Countryside Stewardship, including access to the full range of multi-year management options and capital items (including those available in the Mid Tier) with some flexibility to tailor them to location.

As a result Higher Tier applicants and agreement holders are offered one-to-one advice and support from Natural England or Forestry Commission advisers as appropriate to help them to build their application for Higher Tier and through the life of the agreement, including the scope to tailor options and capital items to location.

More information about multi-year option or capital item requirements can be found using the online grants tool at: www.gov.uk/countryside-stewardship-grants or by downloading the same information in the PDF booklets for both the Mid and Higher Tiers at: www.gov.uk/government/publications/countryside-stewardship-mid-tier-including-water-quality-capital-items-manual. A summary table of the multi-year options and capital items is available at Annex 2.

Applicants are encouraged to select multi-year options and capital items that are closest to the environmental priorities for their area, as described in the Statements of Priorities at: www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities. These cover the whole of England. Applicants can use them to:

- identify the priority features and issues being targeted in their area; and
- choose which options to include as part of their application.

2.2 Organic conversion and management

The organic conversion & management options can be used in combination with other options within Higher Tier. See section 3.2.7.

2.3 When to apply

The window for submitting a Higher Tier (with or without woodland support) application, which includes an expression of intent to manage key habitats and features for environmental improvement, is between mid-March and the end of April. Any applications received after this date will not be considered.

Applications for woodland only support must be submitted by the 31 May. Please see Annex 4 for more information on how to apply for the option WD2 (woodland improvement) and supporting woodland capital items.

All agreement offers must be accepted by signing the declaration and returning it to Natural England by 15 December.

For all Higher Tier:

Application period opens	14 March
Application period (non-woodland) closes	30 April
Woodland only application period closes	31 May
Applications (non-woodland) scored, ranked and selected	End of May
Application building process closes	30 September
Woodland only applications scored, ranked and selected	October
Agreements offered to applicants	October to November
Agreements accepted or rejected by applicants	By 15 December
Agreements start	1 January

All agreement offers must be accepted by signing the declaration and returning it to Natural England by 15 December.

2.4 Agreement duration

Most Higher Tier agreements containing multi-year options will last 5 years (agreements that cover only capital items for woodland management will be for 2 years).

Some Higher Tier agreements may be longer and further details are provided in the table below where a Higher Tier agreement for more than 5 years will be offered:

What the agreement is for – examples	Option Agreement duration is 10 years unless otherwise stated
<p>Coastal re-alignment, wetlands, salt marsh creation, peat restoration and blanket bog.</p> <p>Species rich grasslands, traditional orchards, woodland creation and afforestation.</p> <p>Where there are complex changes which have long-term impacts on the environmental conditions and land use.</p>	<ul style="list-style-type: none"> ■ Creation of coastal sand dunes and vegetated shingle (CT2) ■ Creation of inter-tidal and saline habitat on arable land (CT4) 20 years ■ Creation of inter-tidal and saline habitat by non-intervention (CT5) 20 Years ■ Creation of wet grassland for breeding waders (GS11) ■ Creation of wet grassland for wintering waders and wildfowl (GS12) ■ Raised water level supplement (SP2) ■ Making space for water (SW12) 20 Years ■ Management of moorland (UP3) ■ Creation of reedbed (WT7) ■ Creation of fen (WT9) ■ Creation of traditional orchards (BE5) ■ Restoration towards species-rich grassland (GS7) ■ Creation of species-rich grassland (GS8) ■ Creation of grassland for target features (GS14) ■ Restoration of forestry and woodland to lowland heathland (LH2) ■ Creation of heathland from arable or improved grassland (LH3) ■ Woodland creation - maintenance payments (WD1) ■ Restoration of wood pasture and parkland (WD5) ■ Creation of wood pasture (WD6) ■ Take historic and archaeological features out of cultivation (HS2) 5 + 2 years
<p>Land subject to complex tenure arrangements – Upland and lowland commons where the negotiation process amongst the interested parties is often complex, contentious and time-consuming but secures significant environmental outcomes in areas of high environmental importance.</p>	<p>Can be defined by customer registration process and the need for a separate SBI for commons and shared grazing.</p>

2.5 Agreement claims

Payments for multi-year land management options must be claimed by 15 May each year (except where the 15 May falls on a Bank Holiday or weekend. In such cases the deadline is deemed to fall on the first following working day).

Claims submitted late will be subject to a penalty or not accepted (see section 7.3.3). See section 6.20 if force majeure is being considered.

Payments for capital works may either be claimed in full once the work is completed and paid for or, if part of a multi-year agreement, in stages according to the schedule in the agreement (interim claims must be for a minimum of £500 of work completed and paid for), see section 7.1 for details.

3. Who can apply

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

Higher Tier Countryside Stewardship is open to all of the following land managers:

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

3.1 Eligible land

3.1.1 What land can be entered into the scheme

To be eligible for payments under the scheme the land must be within:

- an agricultural area, defined as any area taken up by arable land, permanent grassland, permanent pasture or permanent crops; or
- woodland, defined as an area of land being a minimum of 0.5 ha and minimum width of 20m under stands of trees with, or with the potential to achieve a height of 5 metres and crown cover of more than 20% of the ground.

Integral open space shall be limited to 20% of the total woodland area (in exceptional and fully justified cases this may be increased to 30%) and individual open spaces shall not exceed 0.5 ha or 20 metres in width. Any larger open areas shall not be considered as 'woodland'. Open space shall include forest tracks, rides, wayleaves and other permanent open areas.

In addition, the following areas are also eligible:

- protected sites, including Sites of Special Scientific Interest (SSSI) (www.gov.uk/protected-or-designated-areas) or land which is a European site under the Conservation of Habitats and Species Regulations 2010 (which includes Special Areas of Conservation (SAC), proposed SACs and Special Protection Areas (SPA) or proposed SPAs); and Ramsar sites, and www.gov.uk/check-your-business-protected-area#european-sites); and
- land that is a terrestrial Priority Habitat (jncc.defra.gov.uk/page-5718) or supports a Priority Species (jncc.defra.gov.uk/page-5717).

There is no minimum area that must be entered into the scheme, although there are minimum areas for individual options and capital items. (see the option specific guidance available through the Countryside Stewardship Grants Tool www.gov.uk/countryside-stewardship-grants or PDF guides).

3.1.2 Ineligible land

The following land is ineligible for the scheme and must be excluded from an application:

- developed land and hard standing (including permanent caravan sites and areas used for permanent storage). The exceptions to this rule are:
 - traditional farm buildings that are eligible for grants under Countryside Stewardship; and
 - yards, tracks and farm buildings proposed for management through Mid Tier water capital items;
- areas (1 ha or more) of permanent standing or running water;
- land that is already subject to another scheme; see section 3.4
- land that is already subject to another obligation which is incompatible with Countryside Stewardship;
- any land parcels entered into the scheme which are not entirely within England. Parcels that are either partly or entirely within Scotland or Wales are not eligible for Countryside Stewardship; and
- land where the applicant does not have management control for the duration of the agreement and is unable to have an application countersigned by the landowner or landlord as appropriate (see section 3.2).

Some Basic Payment Scheme (BPS) ineligible features can be eligible for CS option payments, such as ponds or areas of scrub.

3.1.3 Applications from land managers operating multiple farm businesses

If a business covering a number of farms is managed as a single unit, or uses a single vendor or Single Business Identifier (SBI) number, it is treated as one farm business. In most cases the management or production unit and the SBI will be the same farm or woodland area. Scheme rules allow more than one application for a multi-year land management agreement per year from the same SBI.

3.1.4 Application and agreement land

To be eligible for the scheme, a land parcel must not have an existing multi-year land management obligation, such as Environmental Stewardship or English Woodland Grant Scheme in force. Equally, the applicant must have full management control of the land for the full duration of the agreement, or be able to submit an application counter-signed by their landlord or the land owner as appropriate.

Land managers must include within a Higher Tier Countryside Stewardship application:

- any land parcel that will include a paid management option or capital item at any time during the agreement; and
- any land parcel on the **holding** that contains SSSI land or land within a Scheduled Monument, unless already under an existing agreement. This will require any woodland only applicants to include non-woodland SSSI and Scheduled Monuments on agricultural land on the holding as part of their application.

These will become the agreement land and will be subject to the general management conditions set out at Section 6.2. A Farm Environment Record (FER) must be completed across all these land parcels as part of the application process (see section 4.5.1).

Applications for the Higher Tier woodland creation maintenance option (WD1) that follow a CS Woodland Creation capital agreement are excluded from the requirement to include non-woodland SM and SSSI in their application area. Details on WD1 can be found at: www.gov.uk/countryside-stewardship-grants/woodland-creation-maintenance-payments-wd1. Details on Woodland Creation can be found at: www.gov.uk/government/publications/countryside-stewardship-woodland-creation-grant-manual-2016

Natural England will check applications to confirm regulatory and scheme rules have been met but it will remain the applicant's responsibility to only apply for and claim for areas and parcels that are eligible. Please refer to clause 2.4 of the Terms and Conditions at Annex 1.

3.1.5 Sites of Special Scientific Interest and Scheduled Monuments

Appropriate consent, obtained by the applicant from Natural England or Historic England to cover management of the SSSI or Scheduled Monument, must be in place before an agreement can commence.

Applications that harm or do not meet the management requirements for the SSSI or Scheduled Monument will be rejected.

This means applying for a suitable management option or capital item, unless none are available through the scheme or the site is already in favourable condition or no longer at risk. All applicants will receive free information about the historic interest on their land, (see section 4.5.2 for more information).

Applications for woodland Higher Tier agreements will use the UK Forestry Standard Woodland Management Plan requirement to ensure SSSI and Scheduled Monument management within the woodland is considered.

Publicly funded bodies have legal responsibilities to further the conservation and enhancement of SSSIs. As such, where an application is being made by such a body, the applicant must contact their Natural England adviser before applying.

For land with a European conservation designation such as a Special Area of Conservation (SAC), any activity on, or next to these sites, will require a Habitats Regulation Assessment to be undertaken before any agreement offer is issued. An application may be rejected if the assessment undertaken by Natural England indicates the proposed activity would adversely impact on the European site. See Section 3.9 for more detail.

3.2 Management control: eligibility and scheme rules

Applicants must have control of all the land and all the activities needed to meet scheme requirements and the capital obligations or prescriptions of the management options they select for the full duration of the agreement.

If an applicant does not have full control of the land and all such activities they must obtain the written consent of all other parties who have management control of the land for the entire duration of the agreement (but see section 3.3.2 about 'dual use').

3.2.1 Landlords

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

Provided landlords can demonstrate that they have sufficient management control over the land, they can apply for an agreement on land that has been let to a tenant (but see section 3.3.2 about 'dual use').

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

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

3.2.2 Tenants

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

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

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

(see also section 3.3.2 about 'dual use').

3.2.3 Partnerships

Business partnerships can apply for Countryside Stewardship. All partners in the farm business, or their agents, must sign the application form. One person can be authorised to act as their representative using the Agent Authorisation Form, and this must be recorded when completing and submitting the scheme application forms.

3.2.4 Licensors

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

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

3.2.5 Land owned by public bodies

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

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

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

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

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

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

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

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

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

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

Landowner	Eligibility	Comments
Tenants of eligible and ineligible public bodies	Eligible	Ineligible where the work is already a requirement of the tenancy agreement. Tenants must have security of tenure for the full term of the agreement, as the public body cannot countersign the agreement.

For information on the eligibility of Local Authorities to claim for woodland creation & maintenance grants refer to the Woodland Creation manual at: www.gov.uk/government/collections/countryside-stewardship-woodland-support

3.2.6 Common land and shared grazing

Common land and shared grazing is eligible for Higher Tier Countryside Stewardship. An appropriate individual must sign the application and be responsible for maintaining any resulting agreement.

Applicants must read the Common land and shared grazing: additional information at Annex 5 which sets out the requirements, and complete the additional Common land and shared grazing Supplementary application form at: www.gov.uk/government/publications/countryside-stewardship-common-land-and-shared-grazing-supplementary-application.

3.2.7 Organic conversion and management

Applicants for the Organic Management options must be registered with an Organic Control Body (OCB) at: www.gov.uk/organic-certification-and-standards, for the duration of the agreement. Applicants applying for the Organic Conversion options must maintain their organic registration from the start of their organic conversion period through to the end of the agreement.

Farmers applying for the Organic Management and Conversion options must be registered with the RPA as an active farmer on Rural Payments at: www.gov.uk/rural-payments. If applicants are already claiming BPS, and have already completed the active farmer declaration on Rural Payments, a separate declaration forces is not required.

Conversion payments will normally be paid for up to 2 years, except for permanent crops such as fruit trees where a 3 year conversion period applies. It is possible to phase the conversion, but all the land must complete the organic conversion process before the end of the Countryside Stewardship agreement.

In addition, to be eligible for the Organic Conversion options applicants must either:

- have completed a Conversion Plan, which must be approved and signed-off by their OCB; or
- have completed a Viability Plan, for land which doesn't have a signed-off Conversion Plan at the time of the application. Where a Viability Plan is used, the applicant must obtain an approved and signed-off Conversion Plan from their OCB before claiming any conversion option payments.

Organic Conversion payments are not available on land where the applicant's business has previously been entered for, or received any Organic Conversion payments under a previous scheme, such as Organic Entry Level Stewardship (OELS).

3.3 Relationship with the Basic Payment Scheme

Land used to claim the Basic Payment Scheme (BPS) www.gov.uk/government/collections/basic-payment-scheme may also be entered into a Countryside Stewardship agreement by the same person. Land that is ineligible for BPS may be eligible for Countryside Stewardship.

Applicants must read the rules on BPS compatibility at www.gov.uk/government/uploads/system/uploads/attachment_data/file/505559/BPS_2016_scheme_rules_FINAL_DS.pdf. Checks will be made against any BPS claims on agreement land to ensure that Countryside Stewardship management is compatible with the BPS land use entered for each parcel. However, it remains the responsibility of the applicant to ensure that they only apply for and claim on land which is eligible.

Due to the type of management required under some Countryside Stewardship options, land may become ineligible for BPS by the end of the agreement, for example the creation of intertidal wetland options. That is because these options constitute a conversion from agricultural land, to land that cannot be readily returned to agriculture.

When completing a Countryside Stewardship application, note that:

- some Countryside Stewardship grassland options can only be located on land already classed as permanent grassland on the associated BPS claim;
- arable options can only be located on land currently under temporary grass or arable BPS land use codes;
- applicants can have more than one option next to each other within a land parcel without affecting the Land Management System details, providing there is no permanent boundary between the options; and
- soil and water options cannot be used to deliver mandatory soil protection requirements under cross compliance.

For further details on BPS compatibility rules, land use codes and definitions, please refer to the current BPS Handbook (and any supplements) at www.gov.uk/rpa/bps2016 or contact the RPA on 03000 200 301.

3.3.1 Countryside Stewardship and greening: double funding

Rural Development Programme (RDP) funding must not pay twice for the same activity (known as double funding). For this reason, nineteen Countryside Stewardship options have their payment rate reduced in any year where the land is also used to meet Ecological Focus Area (EFAs) requirements for the BPS, to remove the double funding element. The table below shows the way the relationship between the payment and the reduced rate is calculated for these options:

Option code	Option title	Payment	Reduced rate
		£/ha or *£/plot	£/ha or *£/plot
AB1	Nectar flower mix	511	107
AB3	Beetle banks	573	145
AB4	Skylark plots	9*	4*
AB5	Nesting plots for lapwing and stone curlew	524	96
AB6	Enhanced overwinter stubble	436	8
AB8	Flower rich margins and plots	539	209
AB9	Winter bird food	640	271
AB11	Cultivated areas for arable plants	532	165
AB15	Two year sown legume fallow	522	144
AB16	Autumn sown bumblebird mix	550	146
WD3	Woodland edges on arable land	323	17
HS2	Take historic and archaeological features out of cultivation	425	91
SW1	4 to 6 metre buffer strip on cultivated land	353	79
OP2	Organic wild bird seed mixture	640	375
SW3	In-field grass strips	557	94
SW4	12 to 24 metre watercourse buffer strips on cultivated land	512	96
SW6	Winter cover crops	114	0
SW12	Making space for water	640	206
WT2	Buffering in-field ponds and ditches on arable land	501	73

The Countryside Stewardship payment rate will be reduced in any year wherever any of the nineteen affected options overlap with an EFA feature of a similar nature. The BPS payment stays the same. If there is no overlap between EFA choice and choice of CS option, the full Countryside Stewardship rate will be paid.

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

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

3.4 Land receiving other funding

Countryside Stewardship cannot be used to pay for any environmental management that is already required:

- by statutory duty, (as detailed in 3.2.5, CS cannot be used to pay for environmental management that is already required by statutory duty);
- through payment from Exchequer funds;
- through grant aid from any other public body; or
- through any other form of legally binding obligation.

Countryside Stewardship grants cannot be used for capital works or multi-year land management which an applicant is required to carry out under other alternative grant schemes or obligations, the most frequently occurring of which are explained below. Applicants must check this section to see if any apply to their land.

Areas under other schemes including those which are now closed may also be excluded from Countryside Stewardship.

3.4.1 Environmental Stewardship

If an applicant already has an Environmental Stewardship agreement covering some of their land they cannot apply for Countryside Stewardship options and capital items on the same land parcels.

If a land parcel will be under an Environmental Stewardship agreement on 1 January of the following year, the applicant will not be able to include that parcel as part of the CS application area.

Early transfer or conversion from Environmental Stewardship (ELS or HLS) to Mid Tier Countryside Stewardship is not possible.

Early transfer or conversion for commons under an Upland ELS is possible, but only into Higher Tier Countryside Stewardship.

In exceptional circumstances early conversion from Environmental Stewardship to Higher Tier Countryside Stewardship may be available, and this is described at section 4.3.3.

3.4.2 English Woodland Grant Scheme

Countryside Stewardship options cannot be located within land parcels covered by an English Woodland Grant Scheme (EWGS) agreement.

However it is possible to apply for Countryside Stewardship on other parcels and areas of the holding.

3.4.3 Conservation Enhancement Scheme, Wildlife Enhancement Scheme or section 15 Management Agreements

Land designated as a SSSI may be receiving payments under Natural England's Conservation Enhancement Scheme (CES), Wildlife Enhancement Scheme (WES) or a section 15 management agreement. Generally, Countryside Stewardship options cannot be located within land parcels where this is the case.

3.4.4 Energy Crops Scheme

Countryside Stewardship options cannot be located within land parcels covered by an Energy Crops Scheme (ECS) agreement. However, boundaries surrounding ECS parcels may be entered into Countryside Stewardship boundary management options.

3.4.5 Habitat Scheme

Countryside Stewardship options cannot be located within land parcels covered by a Habitat Scheme agreement. However, it may be possible to enter boundaries into a Countryside Stewardship boundary management option, unless the specified management is detailed in the Habitat Scheme Management Plan.

3.4.6 Heritage Lottery Funding

Some Heritage Lottery Fund (HLF) applications can be considered for Countryside Stewardship as a source of complementary or partnership funding towards securing grants for further works, but only where the Countryside Stewardship payments are for separate works that are not subject to prior conditions. Where Countryside Stewardship agreements within an area-wide project have commenced less than 12 months prior to the HLF application, the payments will be viewed as complementary funding.

3.4.7 Scheduled Monuments

In some cases Scheduled Monuments may already be in receipt of funding to help manage the site, area or building appropriately. This includes grants from Historic England (formerly English Heritage) under a Management Agreement for Field Monuments or a Repair Grant for Heritage at Risk; the Heritage Lottery Fund, or a local authority. Such land may also be eligible for Countryside Stewardship provided any other grant or funding is not paying for the same activity.

3.4.8 Fruit & Vegetables Producer Organisation Aid Scheme

The Fruit and Vegetable Producer Organisation Aid Scheme operates under Pillar 1 of the Common Agricultural Policy.

Management funded under the Fruit and Vegetable Producer Organisation Aid Scheme (for example, Operation Bumble Bee) cannot also be funded under Countryside Stewardship.

3.4.9 Inheritance Tax or Capital Gains Exemptions

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

3.4.10 National Park Authority grant schemes

National Park Authority grant schemes can include both annual payments for land management and capital works. Generally Countryside Stewardship cannot be combined with other sources of funding for the same annual land management or capital works in the same location. However, National Park grant schemes are designed to fund management not covered by Countryside Stewardship or other schemes, or for measures over and above the requirements of other schemes. Please contact your National Park Authority adviser for details.

3.4.11 Capital Grants under the Countryside Productivity, Growth LEADER Scheme, and Farming Recovery Fund

Countryside Stewardship cannot fund works that form part of these schemes or grants.

3.4.12 Land that is under another obligation such as planning permission or section 106 requirements

Countryside Stewardship cannot fund works that must be undertaken as a requirement of any planning permission, a section 106 agreement or equivalent or fund works required to restore or remediate any works undertaken illegally.

3.5 Agricultural activity in woodland areas

Any woodland under an agreement must not be used for any agricultural activity, including grazing, during the period of that agreement. Woodland is defined as at least 0.5ha in size, a minimum width of 20m, comprised of trees that are (or have the potential to reach) 5m in height and having 20% or more canopy cover.

3.6 Business Viability Test

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

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

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

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

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

3.7 Value Added Tax

If the Countryside Stewardship agreement includes actual cost capital items, these will be paid net of Value Added Tax (VAT). Non-VAT registered agreement holders may be able to reclaim VAT subject to provision of evidence of non-VAT registration.

3.8 Option delivery and relationship to the cropping cycle

Crops which are in the ground at the start of an agreement (1 January) do not need to be destroyed to establish a chosen option, but can be managed and harvested as normal farm crops. Some, however, may be subject to restrictions on their management from 1 January, for instance where the agreement requires that they must not receive any fertiliser, pesticide sprays or other inputs. This will be detailed in your agreement.

For some options such as basic overwintered stubbles (AB2) and brassica fodder crop (AB13), where the requirement is to retain the stubble until the 15 February in the year following establishment, it only needs to be retained until 31 December in the last year of the agreement.

Where agreement options involve work that can only take place at certain times of the year or under certain conditions (for example fencing to permit grazing, or creating beetle banks), the work must be completed, and any option requirements met, during the first 12 months of the agreement.

3.9 European Sites

Land designated as a Special Area of Conservation (SAC) or Special Protection Area (SPA), or proposed SACs, are collectively known as 'European sites'. For the purposes of the scheme Ramsar sites and potential SPAs are given the same protection as European sites.

These designations place an additional duty on Natural England to assess any possible significant impacts resulting from the operations proposed under a potential agreement. Action necessary for the conservation of the special features of the European sites will usually be allowed. However, there may be some multi-year options or capital items which need to be assessed in more detail by Natural England.

3.10 Protected species

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

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

- all wild birds and their eggs and nests that are in use or being built are protected under the Wildlife & Countryside Act 1981; and
- bats, otters, dormice, great crested newts, and other species of more restricted distributions are protected by Part 3 of the Conservation of Habitats and Species Regulations 2010. These European Protected Species are protected, amongst other things, from disturbance and from damage to the places they use to rest and shelter (for example, bat roosts and otter holts).

3.11 Heather and grass burning

Where you have the legal right to carry out burning, and intend to do so, you must follow:

- the Heather and Grass etc. Burning (England) Regulations 2007: www.legislation.gov.uk/uksi/2007/2003/pdfs/uksi_20072003_en.pdf; and
- the Heather and Grass Burning Code: webarchive.nationalarchives.gov.uk/20151203000001/http://publications.naturalengland.org.uk/file/5399638840442880

If heather or grass burning is to be included in a Countryside Stewardship agreement, the Natural England adviser will discuss and agree an appropriate burning plan with the applicant.

3.12 Solar panels

Land parcels which contain solar panels for the purposes of off-farm electricity generation are ineligible for Countryside Stewardship. Panels cannot be erected on agreement land where there are management options. If the panels are concentrated at one end of a field, the rest of the land can be eligible if the two areas are registered as individual land parcels and separated by a permanent boundary.

Solar panels powering electric fencing for livestock control or water pumping which support agreement objectives are permitted.

4. How to apply

This chapter provides applicants with the information required to apply for Higher Tier Countryside Stewardship.

4.1 Register with Rural Payments

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

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

Any land parcel included within the Higher Tier application area must be registered with the RPA prior to the application being submitted. Failure to register all land parcels may result in significant delays to finalising an agreement offer.

4.2 Support and guidance

All scheme guidance material is available on GOV.UK at: www.gov.uk/government/collections/countryside-stewardship-get-paid-for-environmental-land-management.

Advice can be obtained from the local Natural England adviser.

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

- telephone: 0300 060 3900
- email: enquiries@naturalengland.org.uk
- post: Enquiries team, Natural England, Worcestershire County Hall, Spetchley Road, Worcester, WR5 2NP

Advice may also be obtained from Catchment Sensitive Farming Officers (CSFOs) (www.gov.uk/government/publications/catchment-sensitive-farming-officer-contacts), who operate in the CS High Water Quality Priority Areas where reducing diffuse pollution from agriculture is a priority. To access water quality information for your land use the MAGIC website www.magic.gov.uk. The information is located under 'Countryside Stewardship Targeting & Scoring Layers', then 'Water, and then 'Countryside Stewardship Water Quality Priority Areas'. Note that this layer can then be made transparent using the slider under 'Countryside Stewardship Targeting & Scoring Layers'. You will need to navigate to your land and then use the 'Identify' tool in order to check the information specific to your land parcels.

General information on the advice available through Catchment Sensitive Farming (CSF) Programme is located at: www.gov.uk/guidance/catchment-sensitive-farming-reduce-agricultural-water-pollution.

For land in a National Park, the National Park Authority (NPA) can provide advice and information on, for example, local historic and archaeological features, to help build a stronger application.

4.3 Applying for the Higher Tier

Applicants for a Higher Tier agreement must complete an application form during the application window. Application windows are detailed at section 2.3.

The application form includes an opportunity to express intent to manage key habitats and features identified on the holding under the control of the applicant. This expression will be assessed and those that offer the best value will be offered direct Natural England adviser support to help develop a Higher Tier application.

The expression of intent forms part of the application and must be completed with the application form and submitted by the close of the application window.

Natural England and the Forestry Commission will create a 'pool' of potential Countryside Stewardship Higher Tier sites or applications by:

- considering expiring HLS, CSF and EWGS agreements, and new proposals from land managers using the application form (including the expression of intent), and appraising the relative importance of the environmental benefits they offer;
- looking at spatial data in the targeting framework to identify 'hot spots' for water quality issues and biodiversity priority areas not previously under management, and appraise them in the same way; or
- considering sites which are referred for Higher Tier, for example by other agencies or by land managers or their agents, and appraise them in the same way.

Applicants for agri-environment elements who are not included in this pool will be notified and if they wish can choose to apply for a Mid Tier agreement instead. In these cases the applicant will have to start again at the beginning of the Mid Tier process and will not automatically be eligible for a Mid Tier agreement.

Higher Tier applications on agricultural land require a survey of the environmental features to be included in the application, called the baseline evaluation of Higher Tier agreements (BEHTA). This will be carried out by Natural England and used to set an environmental baseline to inform future monitoring of the agreement (if the application is successful). It will also inform the tailoring of option prescriptions and indicators of success as the application is developed.

For all woodland options in the Higher Tier a Forestry Commission approved Woodland Management Plan completed by the applicant will be needed to support applications.

All applications will undergo a final assessment at the end of the application development period. Successful applicants will be offered an agreement which, if accepted, will start on 1 January.

If an SBI operates across more than one farm site or production unit, they can submit more than one application for a multi-year land management agreement. These can be for different tiers. Each application will become a separate agreement, which can be accepted or rejected. The SBI must submit a single annual claim covering all CS multi-year agreements.

4.3.1 Applying for capital Items

The scheme offers a range of capital items which can be combined with multi-year land management options.

A programme of capital works as part of a Higher Tier agreement will last for two years. The programme of works cannot be amended or rescheduled. Once all the works have been completed it might be possible to apply for further works provided they contribute to the delivery of the environmental outcomes of the agreement.

4.3.2 Natural England's approach to conversions to CS Higher Tier

Early conversions from Environmental Stewardship are potentially available for land in year nine (of a ten year) of a Higher Level Stewardship agreements to be transferred to a Higher Tier Countryside Stewardship agreement to ensure there is no 'gap' in management. Specifically, it is used to protect against the risk of significant environmental decline, or the long-term loss of a management regime that has been specifically adapted to optimise the environmental outcomes on a site. Few sites have such risks so conversion is likely to be by exception.

4.4 Developing an application

Step-by-step application process flow – Applying for Higher Tier Countryside Stewardship (for Woodland Improvement applications see Annex 4).

Step 1. Ask for a Higher Tier application pack:

- Make sure registration on Rural Payments at: www.gov.uk/rural-payments is complete and the following are available: SBI, CPH details and Land Management System maps.
- Call Natural England on 0300 060 3900
- As the packs are tailored to the applicant's land the call could take some time.
- Requests for the application pack should be made before 22 April.
- The application pack should arrive within 5 working days

Step 2. On receipt of the application pack:

- Make sure you have received all documents listed in the application pack covering letter.
- Download Annex 1 and/or 2, as applicable to the application you are submitting, from gov.uk
- Read the Countryside Stewardship Higher Tier manual.
- If applicable only, download a copy of the CS Agent Authorisation form, CS Land Ownership and Control form(s) and/or CS common land and shared grazing supplementary application form.

Step 3. Complete the Farm Environmental Record map:

- Review Chapter 4.5 of this Manual along with the How To Complete the Farm Environment Record Map guidance provided with the application pack
- Indicate on the FER map(s) all environmental features and areas on the holding, those to be included in the application, and parcels that are at risk of run off or soil erosion

Step 4. Complete the application form:

- Read the How to complete the Countryside Stewardship Higher Tier Application form guidance provided with the application pack
- Verify personal details in Section 1
- Complete proposed agreement details in Section 2
- Summarise the environment benefits of the proposed agreement through an expression of intent to manage key habitats and features identified in Section 3
- Check field parcel information in Annex(es) and complete the Land Summary tab only on Annex 1
- Sign the Declaration and undertakings and complete the checklist at Section 4



Step 5. Submit the application to arrive at Natural England by 30 April:

- Submit the application form and FER map by post or email, ensuring a signed declaration is included
- Submit the relevant Annex(es) by email if possible
- Include completed Agent Authorisation form, Land Ownership and Control form(s) and/or common land and shared grazing supplementary application form, as appropriate
- Include a HEFER if one is available

What Happens Next?

Step 1. Applications received will be validated by Natural England:

- Natural England will carry out initial checks and will contact the applicant if any information is missing
- Natural England will discuss with the applicant the potential for any additional habitats or features identified to bring about environmental benefits
- Both parties agree what has been submitted in the application and the potential to develop a high scoring application
- Evidence and supporting documentation that might be required can start to be gathered



Step 2. Applications will be assessed:

- Applications will complete scored as required
- All customers will be told whether their application has been accepted, and will be taken forward for development; the CS Higher Tier pipeline will then be locked.
- Unsuccessful applicants will be directed to Mid Tier or other support measures



Step 3. Successful applications will be developed by the Natural England adviser working with the applicant:

- Site visit(s) will be carried out by Natural England to assess habitats/features on the ground
- Discuss the findings of the site visit(s) and further potential for positive management
- Agree options selection to deliver agreed environmental outcomes
- Carry out soil sampling and testing, if appropriate
- Respond to the findings of the HEFER
- Assess appropriate management options to provide environmental value
- Consider capital works needed to ensure successful management
- Discuss and agree all changes to the application with the applicant
- Complete the FER
- Initiate necessary SSSI consents and assents
- Confirm final application details
- Submit final application and all required evidence and supporting documents by 30 September



Step 4. Agreements will be offered:

- Agreement offers are sent out
- Agreement offers are signed and returned



Step 5. Agreements start

- Where agreement offers are validly accepted, the agreements will commence on 1 January
- Land Managers will be informed that their declaration has been received and verified and that the agreement will commence on 1 January
- If there is SSSI land included in the agreement a formal consent will be included with this letter of confirmation

For information in relation to how to apply for woodland only grants see Annex 5.

4.5 Gathering Evidence to Support an Application

4.5.1 Farm Environment Record

Applicants will need to map the location of the environmental features of interest on their land to create a Farm Environmental Record (FER) map. This FER map must also include land parcels that are at risk of run off or soil erosion.

FER mapping need not cover the whole holding but it must cover any parcels which have proposed options (permanent or rotational) and any proposed capital items. It must also cover any SSSI or Scheduled Monuments, even if options or capital items are not proposed for them.

The FER map must be included when submitting an application. There is an obligation to retain features mapped in the FER and protect them from damage or removal for the duration of the agreement.

Further guidance on how to complete the FER is provided with the application pack.

4.5.2 Historic Environment Farm Environment Record

All Higher Tier applications that are approved for agreement development will receive free, detailed information about the historic environment interest on their land. This information is requested by Natural England from historic environment stakeholder organisations. Their response is contained within a Historic Environment Farm Environmental Record or HEFER.

Applicants should allow 20 working days to receive an email notification with a link to the completed HEFER Response that they can download. Applicants without an email address will receive their HEFER information by post from Natural England, though this may take a few days longer.

The HEFER information should be used to help choose appropriate management options and capital items and so complete their FER map. Applications that harm or do not meet the management requirements for the SSSI or Scheduled Monument will be rejected.

4.5.3 Baseline Evaluation

All Higher Tier agreements on agricultural land will require a survey of their starting condition against which progress towards achieving environmental outcomes, via changes in condition or feature extent, can be measured in later years. This is known as a Baseline Evaluation of Higher Tier Agreements (BEHTA).

The Natural England adviser will work with applicants to complete the BEHTA at no cost to the applicant.

4.6 Getting consents and permissions

Applicants will need to secure all necessary consents or permissions and permits as part of the development of an application. Guidance is provided for each option or capital item, in the Countryside Stewardship Grants finder tool at: www.gov.uk/countryside-stewardship-grants; applicants should consult this to ensure that they are able to submit a valid application. Submission of an application without the required information will make the application invalid and it will be rejected.

It is the applicant's responsibility to check the criteria for and review the details of each option or capital item they are applying for, to see if any consents or permissions are needed. See www.gov.uk/countryside-stewardship-grants.

The requirements for any consents, permission, permits, exemptions and written advice will need to be identified by the applicant and contact made with the relevant bodies as soon as possible in the application process. This will allow time for any formal decisions to be made. Where required, these will need to be in place prior to any agreement being offered.

A non-exhaustive list of the types of consents or permissions that may be relevant is set out below for guidance purposes. It is the applicant's responsibility to determine what consents or permissions are needed, obtain them and then comply with them.

4.6.1 Consents

Consents are likely to be needed if work takes place in the circumstances given below. This is not an exhaustive list.

Site of Special Scientific Interest (including National Nature Reserves)

For Sites of Special Scientific Interest (SSSI) the local Natural England adviser will provide advice on the appropriate management or changes needed to maintain or bring the site into favourable condition. Consent for Countryside Stewardship management or capital works affecting an SSSI will be required.

Scheduled Monuments

For Scheduled Monuments, the local Historic England officer will always provide advice on any management or changes needed to maintain or bring the monument into favourable condition. The HEFER Response will include these recommendations and Natural England will work with Historic England to implement the recommendations in the HEFER. Where Scheduled Monument Consent from the Government (advised by Historic England) may also be needed for some of the chosen work (such as soil sampling, fencing, gateways and water supplies). The applicant should

consult further 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:

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

Protected Species

Please refer to section 3.10.

Work affecting water

Land managers may need Environment Agency, Internal Drainage Board or Local Authority consent for management that will affect any watercourses. This includes work both to, and within, 8m of a watercourse, or work within the flood or coastal plain, such as excavation works for ponds, which may require land drainage consent, a discharge consent or an abstraction licence. If any of these are required they should be sought well in advance of the application deadline as they can take two months to obtain. The establishment of arable margins does not require consent.

Works associated with pesticide treatment, water extraction, and the storage of slurry, silage or fuel oil may need consent from the Environment Agency. Applicants should contact their local EA office (www.gov.uk/government/organisations/environment-agency#org-contacts).

Where farmland has significant erosion problems, or is causing pollution, the applicant will be required to rectify this situation before being considered for an agreement, particularly in sensitive river catchments.

Work on trees and hedges

Applicants may need permission for work on trees that are subject to a Tree Preservation Order (TPO). For instance, during hedge restoration applicants must consult the Local Authority or National Park Authority.

A Forestry Commission Felling Licence may be required if applicants are planning to remove trees or to manage overgrown hedges (where it involves felling more than 5 m³ of timber in a calendar quarter).

Guidance is available from the Forestry Commission website on getting permission to fell trees at: www.forestry.gov.uk/pdf/treefellingaugust.pdf/%24FILE/treefellingaugust.pdf.

Listed buildings

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

Conservation Areas

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

Work affecting Public Rights of Way

Applicants require authorisation from the local Highways Authority before a new fence or other boundary is to be erected that crosses a Public Right of Way.

Common land

If works are likely to affect a common, applicants must check whether consent is required. Guidance is available on the Planning Inspectorate website at: www.planningportal.gov.uk/planning/countryside/commonland/commonland.

Before applying for consent, applicants must consult stakeholders in accordance with guidance in "A Common Purpose; a guide to agreeing management on common land" at webarchive.nationalarchives.gov.uk/20160311000001/http://publications.naturalengland.org.uk/publication/730889.

For operations that also require an Environmental Impact Assessment (EIA) and planning permission these must normally be obtained before seeking consent for works on the common, and consultations must take place before any permission are sought.

4.6.2 Woodland consents

Felling licences

Land managers who wish to fell any trees, whether they are in woodland or not, or where the management of overgrown hedges is part of the Countryside Stewardship agreement, may need a Forestry Commission Felling Licence. Guidance is available in the document Tree

Felling: Getting Permission at: [www.forestry.gov.uk/pdf/treefellingaugust.pdf/\\$FILE/treefellingaugust.pdf](http://www.forestry.gov.uk/pdf/treefellingaugust.pdf/$FILE/treefellingaugust.pdf) or from a Forestry Commission adviser at: www.forestry.gov.uk/england-areas.

Where required, land managers must obtain a felling licence before an agreement offer can be issued.

Consultation for woodland schemes

The consultation process includes placing the application for felling or new planting on the public register at: www.forestry.gov.uk/forestry/INFD-6U8JKU and consultation at: www.forestry.gov.uk/forestry/infd-6df18y with statutory or non-statutory consultees. This process also helps the Forestry Commission to decide whether consent is required under the Environmental Impact Assessment (EIA) Regulations detailed at: www.forestry.gov.uk/england-fellinglicences.

4.6.3 Permissions

Applicants can get informal advice from the local planning authority or National Park Authority on whether a proposal needs planning permission or General Permitted Development Order (GPDO) consent. There is also general guidance on planning available at: planningguidance.communities.gov.uk.

Planning permission

Most routine agricultural operations do not require planning permission because:

- they are not regarded as 'development' under planning legislation; or

- they are 'permitted development' that is 'reasonably necessary' for agriculture. However, some operations do require consent under the GPDO.

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

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

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

4.6.4 Environmental Impact Assessment Regulations

Agriculture

These regulations aim to protect environmentally significant areas, primarily uncultivated land and semi-natural areas, from being damaged by works which increase the agricultural productivity of the land. Guidance is available on GOV.UK at: www.gov.uk/eia-agriculture-regulations-apply-to-make-changes-to-rural-land.

Where activities or works which increase the productivity of uncultivated or semi-natural land form part of a proposed Countryside Stewardship application, Natural England must be contacted for further advice on the Environmental Impact Assessment Helpline, on 0845 600 3078.

Forestry

Where trees are being felled in order to change land use, or support for woodland infrastructure is being sought the Forestry Commission will need to consider the environmental impact of the change. The Forestry Commission will do this automatically where a licence to fell the trees is applied for, but a separate opinion may be required where clearing young trees that are too small to need a licence. Local Forestry Commission advisers can provide guidance. Contacts at: www.forestry.gov.uk/england-areas with general guidance on EIAs available at: www.forestry.gov.uk/england-eia.

4.7 Submit an application

The address to return completed application forms and supporting information will be provided with the application pack.

Details of the supporting information required will be included in guidance sent to applicants as part of their application pack. Applicants must allow sufficient time to request application forms, complete them and secure any consents or permissions.

Applicants can withdraw a submitted application in writing any time before the closing date and resubmit another application if there is still time. After the closing date, applicants can request removal of options or items, but they cannot add or amend.

4.8 After applying

Natural England will acknowledge receipt of the application.

All applications will be scored against the scheme priorities outlined in section 1.1, except applications for organic conversion and management options.

Successful applicants will be offered an agreement, with 20 working days to accept or decline the offer. Offered agreements cannot be amended once an agreement offer is made, applicants can only accept or reject it.

Feedback will be provided to unsuccessful applicants as to why their application was rejected. All applicants who fail to secure an agreement offer will be notified. Applicants have the right to appeal.

4.9 Why applications may be rejected

Natural England may reject an application at any stage if it:

- does not meet eligibility criteria;
- does not score highly enough to meet the minimum threshold;
- does not score highly enough to be prioritised against the available budget;
- is likely to cause harm to the environment; or
- is incomplete on the date of submission (30 September).

5. Scoring for Higher Tier applications

Higher Tier applications will be scored by Natural England and the Forestry Commission.

Non-woodland elements will be scored to rank the 'pool' and create the 'pipeline' of agreements for that year. This initial scoring will be based on both:

- the priorities in the statements of priorities; and
- the applicant's plans to meet the priorities on their holding.

Natural England advisers will then work with these potential applicants to develop their applications.

For woodland-only applications, as long as the application has a valid, Forestry Commission approved, UK Forestry Standard (UKFS) compliant woodland management plan, and an initial submission of the woodland application form and self-scoring form is made by 31 May, Forestry Commission advisers will work with applicants on the details of their applications. Once the final application form and self-score form has been submitted by the deadline of 30 September, scores for the woodland applications will be ranked and agreements offered to the highest scoring applications.

As with Mid Tier, the area or quantity of option applied for will be multiplied by the score for the priority feature or issue.

The priority value is taken from the CS priorities at the RLR land parcel level. The value attributed is either high, medium or low priority.

A value per hectare for each feature or issue has been set, based on the priority value (high, medium and low) and location, modified to account for comparative rarity.

The outcomes scored relate to the biodiversity, water quality and historic environment benefits proposed in the Environmental Benefits (expression of intent) section of the application form. Biodiversity includes priority habitats, protected species requiring bespoke management, and sites where the requirements of the wild pollinator and farm wildlife package will be met (see section 8.3). Historic Environment features will be scored on a per parcel, not per hectare basis.

There will also be additional scores for applications that:

- include SSSIs (related to the area of SSSI);
- include genetic conservation;
- include educational access;
- are part of a wider, coordinated facilitation fund group

5.1 The wild pollinator and farm wildlife package

The package includes a range of options aimed at supporting wild pollinators, farmland birds and other farmland wildlife. Applications will score more highly if they bring together the right combination of options, to provide essential food, shelter and nesting sites for wild pollinators and farm wildlife throughout the year. (Full details are provided at Annex 3).

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 3 and 7.

6.1 Entering into an agreement

Applications submitted by 30 April will be checked, scored and ranked against the available budget. No options or capital items can be added to a submitted application. Applicants can request removal of options or items and, if they do so (before the application deadline), the application will be scored again. All supporting information must be submitted by 30 September or the application will be rejected.

Successful applicants will be informed and an application offer will be developed by Natural England in discussion with the applicant and made an agreement offer. Applicants must either accept or decline the offer.

If applicants wish to accept the agreement offer they must return the signed acceptance declaration to Natural England by 15 December. If successful applicants do not accept their offer in time, the offer will be withdrawn.

Applicants can re-submit a rejected application in subsequent years, with or without changes, if they wish. However, the scoring criteria applied to that application will be relevant to the priorities for that scheme year.

When developing an application, applicants must check that multi-year options and capital works will not damage environmental features such as:

- biodiversity;
- water quality;
- landscape; or
- the historic environment.

6.2 General scheme requirements

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

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

Land parcels where rotational options can be located are not considered Agreement Land unless the option is active on that land parcel in a particular year.

6.2.1 General management requirements

The Agreement Holder must follow all the general management requirements as set out below on the Agreement Land throughout the period of the agreement (unless specifically stated otherwise in another section of this Manual, specifically permitted in the option prescription as part of the Countryside Stewardship Agreement Document, or specifically required for organic management).

The Agreement Holder must not:

- allow Agreement Land to be levelled, infilled, or used for the storage or dumping of materials;
- light fires (including burning brash or cuttings) on the Agreement Land; and
- allow field operations or stocking to cause any ground disturbance, wheel rutting, poaching or compaction on Agreement Land.

6.2.2 Protection of historic features

For any features marked on the FER map and HEFER consultation report, and for any additional features of which the Agreement Holder is subsequently advised in writing by Natural England, the Agreement Holder must not:

- cause ground disturbance, including poaching by livestock, on known archaeological features or areas of historic interest under grassland;
- sub-soil or de-stone on areas containing known archaeological features, unless these operations have been demonstrably undertaken as a routine in the past five years. Sub-soiling on Scheduled Monuments requires Scheduled Monument Consent from the Secretary of State for the Department of Culture Media and Sport, as advised by Historic England;
- deliberately plough more deeply or undertake additional ground works or drainage on those areas already under cultivation that contain known archaeological features;
- allow free-range pigs on archaeological features;
- remove any useable building stone, walling stone or traditional roofing material (excluding materials produced from established quarries) from known archaeological features or areas of historic interest on the Agreement Land; or
- damage, demolish or remove building material from substantially complete ruined traditional farm buildings or from boundaries of parcels containing known archaeological features or areas of historic interest.

6.2.3 Hedgerows

In any one calendar year, Agreement Holders must not cut more than 50% of all hedges on or bordering Agreement Land, including land parcels where rotational options are sited during that year. Land parcels which do not contain permanent options but where rotational options can be located (and which are listed in the Agreement Document) are not considered Agreement Land unless a rotational option is active on that parcel in a particular year.

The only exception is for public safety, when road and trackside hedgerows can be cut annually or more frequently. The relevant hedges must be marked on the FER map. Detailed guidance on the relevant hedges, and how to mark them on the FER map, is provided with the application pack at: www.gov.uk/government/publications/countryside-stewardship-higher-tier-application-form.

6.2.4 Grazing management

The following table lists Higher Countryside Stewardship options which limit grazing activity. If any of these options are included in an agreement there is a requirement to avoid over-grazing and under-grazing across the whole grazed area of the holding. Stock must be distributed across the grazed area of the holding to ensure this is the case.

The average stocking density of grazing livestock must not exceed a defined limit (see sections 6.5 and 6.22) across the holding where the agreement is located.

Table of Higher Tier Options where average stocking densities apply

Option code	Title
AB1	Nectar Flower mix
AB6	Enhanced overwinter stubble
AB7	Whole crop cereals
AB13	Brassica fodder crop
BE4	Management of traditional orchards
BE5	Creation of traditional orchards
CT1	Management of coastal sand dunes and vegetated shingle
CT2	Creation of coastal sand dunes and vegetated shingle on arable land and improved grassland
CT3	Management of coastal saltmarsh
CT4	Creation of inter-tidal and saline habitat on arable land
CT5	Creation of inter-tidal and saline habitat by non-intervention
CT6	Coastal vegetation management supplement
CT7	Creation of inter-tidal and saline habitat on intensive grassland
GS1	Take field corners out of management
GS3	Ryegrass seed-set as winter food for birds
GS4	Legume and herb-rich swards
GS6	Management of species-rich grassland
GS7	Restoration towards species-rich grassland
GS8	Creation of species-rich grassland
GS9	Management of wet grassland for breeding waders
GS10	Management of wet grassland for wintering waders and wildfowl
GS11	Creation of wet grassland for breeding waders
GS12	Creation of wet grassland for wintering waders and wildfowl
GS13	Management of grassland for target features
GS14	Creation of grassland for target features
GS15	Haymaking supplement
GS17	Lenient grazing supplement
HS7	Management of historic water meadows through traditional irrigation
LH1	Management of lowland heathland
LH2	Restoration of forestry and woodland to lowland heathland
LH3	Creation of heathland from arable or improved grassland
OP1	Overwintered stubble

Option code	Title
SP1	Difficult sites supplement
SP6	Cattle grazing supplement
SP7	Introduction of cattle grazing on the Isles of Scilly
SP8	Native breeds at risk supplement
SW3	In-field grass strips
SW4	12m to 24m watercourse buffer strip on cultivated land
SW7	Arable reversion to grassland with low fertiliser input
SW8	Management of intensive grassland adjacent to a watercourse
SW9	Seasonal livestock removal on intensive grassland
SW10	Seasonal livestock removal on grassland in SDAs on land next to streams, rivers and lakes
SW12	Making space for water
SW13	Very low nitrogen inputs to groundwaters
UP1	Enclosed rough grazing
UP2	Management of rough grazing for birds
UP3	Management of moorland
UP6	Upland livestock exclusion supplement
WD3	Woodland edges on arable land
WD4	Management of wood pasture and parkland
WD5	Restoration of wood pasture and parkland
WD6	Creation of wood pasture
WD7	Management of successional areas and scrub
WD8	Creation of successional areas and scrub
WD9	Livestock exclusion supplement - scrub and successional areas
WT7	Creation of reedbed
WT9	Creation of fen
WT12	Wetland grazing supplement

6.2.5 Nitrate Vulnerable Zones

Where Agreement Land is in a Nitrate Vulnerable Zone (NVZ), Agreement Holders must meet the requirements of both the relevant NVZ Action Programme and Countryside Stewardship. Where the rules overlap, Agreement Holders must meet those that are the most stringent.

6.3 Cross Compliance: requirements

Cross compliance is a set of rules which apply to all Agreement Holders receiving rural payments under:

- the Basic Payment Scheme;
- Countryside Stewardship;
- Entry Level Stewardship (including Organic Entry Level Stewardship and Uplands Entry Level Stewardship);
- Higher Level Stewardship (including Organic Higher Level Stewardship and Uplands Higher Level Stewardship, but not including HLS agreements that started before 1 January 2007); and/or
- Woodland Management Grant and Farm Woodland Payment elements of English Woodland Grant Scheme.

Cross compliance requires Agreement Holders to:

- maintain their land in Good Agricultural and Environmental Condition (GAEC) by meeting a range of standards that relate to the protection of soils, habitats and landscape features, and water; and
- meet a range of Statutory Management Requirements (SMRs) covering the environment, public and plant health, animal health and welfare, and livestock identification and tracing.

Agreement Holders must comply with cross compliance requirements across their whole holding for the whole calendar year, whether or not it is Agreement Land. For cross compliance purposes, a Holding is all the production units and areas managed by the Agreement Holder situated within the UK. This includes Agreement Land which is:

- used for agricultural activities;
- used for forestry;
- other non-agricultural land (e.g. salt marsh) for which Rural Development payments for the schemes listed above are claimed; and
- land declared for the Basic Payment Scheme (whether BPS is claimed on that land or not).

For Countryside Stewardship agreement holders with woodland parcels under agreement cross compliance only applies to woodland in receipt of multi-year payments and then only SMRs not GAECs (except for those in receipt of WD1 and claiming BPS in which case both SMRs and GAECs apply).

Full details of cross compliance requirements can be found in the current version of the 'The Guide to Cross Compliance in England' at: www.gov.uk/guidance/guide-to-cross-compliance-in-england-2016. These requirements are updated annually and apply to that calendar year, irrespective of when a Countryside Stewardship agreement started.

This is only a summary of the cross compliance requirements, and where there is a discrepancy between the Guide and this section, the Guide will prevail.

6.4 Evidence: Record keeping and inspection requirements

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

All Agreement Holders will be required to provide evidence that they have undertaken all the management 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 new EU requirements for evidence that public money is being spent effectively and is delivering the intended results.

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

6.4.1 When is evidence required?

Record keeping and other forms of evidence will be needed:

1. When applying for the scheme

Evidence must be provided to demonstrate eligibility of the applicant, business, land, multi-year options or capital items. **This must be submitted with the application form or by the 30 September deadline.** Exceptionally, an extension may be granted to submit supporting evidence where for justified reasons, this is not available to the applicant by 30 September. However, no offer can be made until after the supporting evidence has been submitted and assessed. No adjustments can be made to the application once an offer has been made. It is advisable for applicants to submit their application and supporting evidence well in advance of the application deadline.

2. 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 below in section 6.4.2, and where relevant will be supplied with the claim form covering letter; or
- during or after an administrative check, an inspection, or other checks as described in section 6.16.

3. Beyond the agreement period

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

6.4.2 General evidence requirements for applicants and Agreement Holders

Consents and permissions

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

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

6.4.3 Organic certification

Agreement Holders must comply with the organic standards on all their organic land for the entire duration of the organic option(s) in the agreement and keep records as evidence of organic farming practices.

Record keeping requirements differ depending on whether land is certified as 'organic', 'in-conversion' or 'applying for a new conversion'. The organic schedule and certificate as supplied by the Defra-approved organic control body (OCB) are legal proof of registration and provide verifiable evidence of the land status as 'conventional', 'in-conversion', or 'fully organic'. Organic management or conversion payments are only available to applicants who are 'active farmers' as defined under Pillar 1 in regard to eligibility for Basic Payment Scheme payments.

The following evidence requirements apply for organic support under Countryside Stewardship.

Fully organic at the time of application:

- all applicants must provide a valid organic certificate and schedule issued by a Defra-approved OCB with the application. In addition, annual OCB inspection reports must be made available on inspection and a copy submitted on request; and
- Agreement Holders must maintain OCB registration, and submit a valid organic certificate and schedule, with the annual claim.

Conversion payments:

- a valid certificate and schedule, and a completed OCB-approved conversion plan must accompany the first annual claim for conversion payments. Each subsequent annual claim must be accompanied by a valid certificate and schedule; and
- the completed and OCB approved conversion plan must cover all land and enterprises entered for ongoing support under Countryside Stewardship organic options.

New conversion:

- if applying for a 'new' conversion at the time of application, for those yet to register with an OCB and yet to complete an initial inspection and OCB-approved conversion plan (due to timing of conversion) the following documentation must be provided:
- a fully completed organic viability plan at: www.gov.uk/government/publications/countryside-stewardship-organic-viability-plan; and
- at the time of the first annual claim for conversion payments, a completed conversion plan approved by the OCB (covering all land and enterprises entered for ongoing support under the organic options) must be provided as well as a valid organic certificate and schedule.

6.4.4 Photographic evidence

For some multi-year options and capital items dated photographic evidence is required to support an application, claim, or as part of the record-keeping requirements for an agreement, and must either be provided or made available by the applicant or Agreement Holder on request, including as part of administrative record checks and during inspections. The requirement for dated photographic evidence will depend on the particular multi-year option or capital item, but the following general principles will apply:

Application stage

Some multi-year options and 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.

During work stage

For certain capital works, listed below, dated photographs will need to be taken of the site during the different stages of the construction or build to show that the minimum specification has been met; alternatively it will be acceptable to submit contracts, invoices, or other documents confirming the technical specification for the completed works have been met. This evidence needs to be submitted as part of any claim.

Code	Capital item
HE2	Historic building restoration
LV3	Hard bases for livestock drinkers
LV4	Hard bases for livestock feeders
LV5	Pasture pumps and associated pipework
LV6	Ram pumps and associated pipework
LV8	Pipework associated with livestock troughs
RP3	Watercourse crossings
RP4	Livestock and machinery hardcore tracks
RP6	Installation of piped culverts in ditches
RP7	Sediment ponds and traps
RP8	Constructed wetlands for the treatment of pollution
RP9	Earth banks and soil bunds
RP12	Check dams
PR13	Yard - underground drainage pipework
RP14	Yard inspection pit
RP15	Outdoor concrete yard renewal
RP24	Lined biobed plus pesticide loading and washdown area
RP25	Lined biobed with existing washdown area
RP26	Biofilter
RP27	Sprayer or applicator load and washdown area
WN3	Ditch, dyke and rhine restoration
WN5	Pond management (first 100 sq m)
WN6	Pond management (areas more than 100 sq m)
WN8	Timber sluice
WN10	Construction of water penning structures

Claim stage

For multi-year option photographs, a sample of Agreement Holders will be requested to take dated photographs as part of an annual sample. Those required to take photographs will be given notice of which options require photographs, when they should be taken and the final date for the return of the records.

For capital items, all Agreement Holders should take a dated photograph after the works have been completed and send it with the payment claim. The capital works listed in the table above also require dated photographs of the construction or build to show that the minimum specification has been met; alternatively it will be acceptable to submit contracts, invoices, or other documents confirming the technical specification for the completed works have been met. Capital works that cannot be visually checked after completion; such as concreting or underground pipework invariably require photographs during construction. Agreement Holders should follow individual capital item guidance.

6.4.5 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 submitted on photographic paper and be no smaller than 15 cm x 10 cm. Photographs may be supplied in either portrait or landscape orientation as best suits the subject;
- photograph to identify the environmental feature, land management option or capital item(s) concerned – it is the responsibility of the claimant to provide sufficient evidence that the investment or required management has taken place, for example:
 - more than one photograph may be required where the option, feature or capital item exceeds the frame or is not clearly evident from a single photograph;
 - it is good practice for the image, where possible, to include a significant feature to provide authenticity; ditch, fence, farm building, road, telegraph poles;
 - it is good practice, where possible, to mark the photographed feature location, and direction from which the photograph has been taken, with an 'X' and an arrow on a copy of a map (or map extract) of the agreement area; and
 - it is good practice, where scale or continuity is key, to include a feature, or introduce one. For example a quad bike, vehicle or use a sighting pole (2m high with 50cm intervals marked in red and white) and to take pictures consistently from the same spot for before and after photographs of the capital item or option.

6.4.6 Clearly label photographs

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

The OS map sheet reference and National Grid reference should relate to the field parcel on which the feature, option or capital 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.

6.5 Stocking records

Options that have prescriptions relating to grazing management (including prescriptions that say “do not graze” or “exclude livestock”) require the Agreement Holder to keep livestock records.

Separate guidance is available at: www.gov.uk/government/publications/countryside-stewardship-livestock-record-keeping with a template that can be used to keep the records. See also section 6.14 on keeping farm records.

The agreement holder may however use any existing grazing recording system (including their current system) to meet this requirement. Grazing records must be kept on farm and made available for inspection if requested.

6.6 Nutrients

Keeping records of nutrient and fertiliser use is good practice. Options that have prescriptions relating to nutrient use require the Agreement Holder to keep records and commercial nutrient recording systems for fertilisers and manures normally meet this requirement. Nutrient records must be kept on farm and made available for inspection if requested.

6.7 Recommended fertiliser management system

The use of a recommended fertiliser management system is an eligibility requirement for:

Code	Option
GS4	Legume and herb-rich swards
GS9	Management of wet grassland for breeding waders
GS10	Management of wet grassland for wintering waders and wildfowl
GS11	Creation of wet grassland for breeding waders
GS12	Creation of wet grassland for wintering waders and wildfowl
SW7	Arable reversion to grassland with low fertiliser input
SW8	Management of intensive grassland adjacent to a watercourse
SW12	Making space for water
SW13	Very low nitrogen inputs to groundwaters
SW14	Nil fertiliser supplement
UP2	Management of rough grazing for birds

Applicants wishing to use such options must either:

1. demonstrate that they are utilising a recommended fertiliser management system across the farm; or
2. seek advice to adopt a recommended fertiliser management system within 18 months of the agreement start date; or
3. demonstrate that they qualify for exemption as a low intensity farmer.

The following explain how 1, 2 and 3 are defined.

1. Demonstrating the use of a recommended fertiliser management system

Where required, applicants and Agreement Holders must hold sufficient farm records and documentation to demonstrate that they are using a recommended fertiliser management system and that nutrient management planning is taking place. Farm records must confirm that:

- applications of nitrogen and phosphate fertiliser to each crop in each land parcel are planned before any nitrogen or phosphate fertiliser is applied; and
- periodic soil testing is carried out on relevant areas (every 5-7 years).

These records must be available on request or at inspection. Further information about planning tools and advice for recommended fertiliser management systems is set out in Note 1.

2. Seek advice to adopt a recommended fertiliser management system

Applicants who cannot demonstrate that they are already following a recommended fertiliser management system will be required to obtain advice, in order to implement one across their farm within 18 months of the start of the agreement. Advice is available from the Farming Advice Service at: www.gov.uk/government/groups/farming-advice-service. Agreement holders will need to demonstrate that they are actively implementing a fertiliser management planning system throughout the life of the agreement and be ready to submit records on request or make them available on inspection. Agreement holders can source advice (at their own expense) but it must be from a suitably skilled agronomist or adviser. Further information about potential tools and advice is set out in Note 1 below:

Note 1.

Guidance on use of recommended fertiliser management systems and advice offered

There are several recommended fertiliser management systems available, as well as guidance and advice, such as:

- RB209 (the Fertiliser Manual) which helps farmers and land managers better assess the fertiliser required for the range of crops they plan to grow. Other sources of fertiliser nutrient advice are also available; and
- The industry Tried and Tested Nutrient Management Plan at: www.nutrientmanagement.org/home/

There are a number of tools available to help agreement holders comply with the requirement to plan farm nutrient use efficiently. These include:

- PLANET: a software tool to help farmers with field level nutrient management;
- MANNER NPK: a software tool that provides farmers and advisers with a quick estimate of crop available nitrogen, phosphate and potash from applications of organic manure; or
- ENCASH: a software tool that allows farmers and advisers to calculate the nitrogen in manure produced by different types of permanently housed pigs and poultry.

All three software tools are on the PLANET website at: www.planet4farmers.co.uk.

There may be other packages providing a similar service.

There is also a wide range of advice available to help support farmers to improve nutrient management on farm:

FACTS-qualified advisers are qualified to give advice to promote farming systems that optimise crop nutrition and protect the quality of soil, water and air and farm biodiversity. The FACTS scheme is administered by Basis Registration Ltd, and a list of qualified persons is available from them on request at: www.basis-reg.com/contact.aspx.

Catchment Sensitive Farming (CSF), (See www.gov.uk/guidance/catchment-sensitive-farming-reduce-agricultural-water-pollution) provides nutrient management advice to farmers targeted in parts of the country where there are water quality issues linked to diffuse water pollution from agriculture (DWPA). These high water priority areas have been highlighted on the MAGIC website at: www.magic.gov.uk/, under 'Countryside Stewardship Targeting & Scoring Layers', then 'Water, and then 'Countryside Stewardship Water Quality Priority Areas'.

3. Demonstrate exemption as a low intensity farmer

Applicants are exempt from this requirement if they demonstrate that they are farming at a low intensity across their management or production unit or farm site. In such cases, applicants must meet all of the following requirements:

- at least 80% of the land is grassland;
- no more than 100 kg N/ha per year as organic manure is applied, including what is applied directly to the field by animals;
- no more than 90 kg N/ha per year as manufactured fertiliser is spread; and
- no organic manure is brought onto the farm site.

When calculating the fertiliser application rate, applicants must exclude any area of the farm site where no fertilisers are spread or soil cultivated (eg rough grazing).

Applicants will need to keep adequate records to show that they qualify as a low intensity farmer on the farm site and submit them on request, or make available on inspection. If fertiliser records are not held for each field parcel, there must be sufficient information recorded to demonstrate compliance with the above low intensity farmer criteria. For further information on low intensity exemption applicants should refer to Annex 1 Part A of the Nitrate Vulnerable Zones (NVZs) guidance – Guidance on complying with the rules for NVZs in England 2013 to 2016 at: www.gov.uk/government/publications/nitrate-vulnerable-zones-in-england-guidance-on-complying-with-the-rules-for-2013-to-2016.

6.8 Runoff and soil erosion risk assessment

Applicants must identify field parcels at risk of runoff and or soil erosion on their Farm Environment Record (FER), which must be submitted with their application. The runoff and soil erosion risk assessment must be kept as part of farm records and submitted to Natural England on request or made available on inspection. A template at: www.gov.uk/government/publications/countryside-stewardship-runoff-and-soil-erosion-risk-assessment is available for recording the risk assessment.

6.9 Soil sampling

Soil analysis is required as part of the option or site selection process or as evidence for their eligibility and location (restoration and creation options); or specifically for informing the tailoring of the nutrient management prescription on grassland being managed as hay meadow (certain management options), on land parcels where the following options are proposed:

- Restoration towards species-rich grassland – (GS7);
- Creation of species-rich grassland – (GS8);
- Creation of grassland for target features – (GS14);
- Creation of heathland from arable or improved grassland – (LH3);
- Management of species-rich grassland (only where applied to lowland meadows or upland meadows) – (GS6);
- Management of grassland for target features (only where applied to grassland managed for hay) – (GS13);
- Permanent grassland with very low inputs (outside SDAs) – (GS2); and
- Permanent grassland with very low inputs in SDAs – (GS5).

For any land parcel proposed for these options, soil sampling by the applicant needs to be completed and submitted by the end of June to allow time for the soil analysis results to be used by the adviser to develop the agreement.

Failure to submit the required soil samples in time, as part of the eligibility requirements, will result in the application being rejected

The applicant should take the soil sample(s) following the required sampling procedure set out in TIN 035 publications.naturalengland.org.uk/publication/31015 and provide them to the Natural England adviser who will arrange the laboratory analysis, for which there will be no cost to the applicant. The applicant may arrange for the analysis to be done elsewhere, at their own cost.

The laboratory analysis will include:

- pH (water);
- available phosphorus (P) using the Olsen method;
- available potassium (K);
- available magnesium (Mg);
- total nitrogen (N) using the Dumas method;
- organic matter (by loss on ignition); and
- a hand soil texture.

Existing soil analysis may be used where it is suitable and includes all of the analysis required. However, the date of soil sampling must be less than 3 years before the agreement start date. The soil analysis report must provide, in addition to chemical analysis results, details of the field or parcel number, the farm location and specify the depth at which the samples were taken. A copy of the soil analysis report must also be held as part of farm records.

Further soil sampling and analysis may be undertaken throughout the lifetime of the agreement by a Natural England adviser or Rural Payments Agency (RPA) Inspector during site visits or inspections.

Sampling technique is critical to securing reliable results. Sampling depths are:

- 7.5cm with a pot auger for grassland; and
- 0-20 cm with a “cheese-corer” or screw auger for arable land that is regularly ploughed

The sampling pattern should ensure that the entire field is sampled, but exclude boundary areas and those around feeding or watering points, and Scheduled Monuments, where they can be avoided (see below).

Soil Sampling on Scheduled Monuments

If your land parcel contains a Scheduled Monument, please avoid this when taking soil samples. If this cannot be avoided because the Scheduled Monument occupies a significant proportion of the land parcel, consent from Historic England is required before taking soil samples, to avoid a potential offence under section 1(7) of the 1979 Ancient Monuments and Archaeological Areas Act. In these situations use the form at: www.gov.uk/government/publications/countryside-stewardship-consent-for-soil-sampling-on-scheduled-monuments. This must be completed and sent to Historic England in accordance with the guidance attached to the form, for their consideration. The sampling must not take place until consent has been agreed.

In the event that any archaeological artefacts are discovered during sampling or through sample analysis, details must be forwarded to Historic England. This includes evidence of any artefacts discovered outside the Scheduled Area but within the wider field parcel containing the Scheduled Monument.

Natural England will forward the results of the laboratory analysis to Historic England. If however, the applicant arranges for the analysis to be done elsewhere, they must forward the lab results to Historic England as detailed in their S17 consent form.

6.10 Specifications and Cost quotations

A small number of capital items payments are based on actual costs and are paid at a percentage rate. These actual cost items require quotations, which identify the cost for the required work, to be provided. A minimum of 3 quotations (as set out in the capital item specification) must be obtained in writing. Quotations must be submitted with the application and an adviser will confirm in writing following a discussion with the applicant the chosen supplier. In exceptional circumstances involving highly specialised works fewer than 3 quotations may be accepted, but this must be agreed in writing by Natural England in advance. Actual cost works must be agreed with Natural England or Forestry Commission before inclusion in any application

In these cases the capital item may also require a bespoke specification to be developed for the work. Each specification will be tailored to the requirements for the individual option and capital item in discussion with the Natural England adviser. As a guide, the specifications are likely to include the following:

- technical design drawings to illustrate the extent of the work or schedule of works to provide an itemised list of the component parts and/or process for implementation; and
- describe the standards to which each category of work is to be carried out.

Applicants should follow option and capital item guidance in the CS grants tool at: www.gov.uk/countryside-stewardship-grants and PDF documents at: <https://www.gov.uk/government/publications/countryside-stewardship-higher-tier-manual-for-1-january-2017-agreements> on GOV.UK for further information on the submission of the specification.

6.11 Invoices

When claiming for capital items based on actual costs, Agreement Holders must submit receipted invoices (that show payment for materials and contracted work) with the claim.

The following standards apply:

- provide original receipted invoices for the purchase of every item claimed;
- invoices can only be considered as receipted if they are annotated with some form of acknowledgement that the company or individual providing the goods or services involved has received the payment. The following also provide acceptable evidence:
 - receipts in the form of a till receipt from a retailer and for purchases of standard, off-the-shelf items. These do not need to be separately receipted as paid because a receipt of this nature is only issued after payment; or
 - if receipted invoices are not available, a copy of a bank or credit card statement which shows the work has been paid for in full when supported by the invoice.

- an invoice is only acceptable if the document is an original, or a computerised carbon copy on an original letterhead, and bears the supplier's official receipt (which could be a stamp, a signature or with the payment details shown on a computer printout of the invoice), confirming or annotating that the value of the invoice has been paid;
- all costs must be clearly attributable to each individual claimed capital item;
- goods that are purchased second-hand (where the agreement specifies that second-hand items are acceptable) or that have been distance-purchased (eg over the internet) also need to have receipted invoices provided for them, unless they are standard off-the-shelf items as described above, in which case the standard receipt for payment is considered adequate;
- the invoice must not pre-date the agreement start date: if it does Natural England reserve the right to reject all or some of the claim; and
- where the Agreement Holder has used their own labour for construction, time sheets must be kept, and for actual cost items must be submitted with the claim.

Invoices and time sheets do not need to be submitted when claiming for all other multi-year options and capital items (that are based on fixed cost). Receipted invoices and time sheets must be retained and made available on request, including those for specific capital expenditure related to a management option, such as seed purchases.

6.12 Keeping farm records

Agreement Holders are required to record certain management activities as part of specific management option prescriptions. The record keeping requirements are published in the CS grants tool at: www.gov.uk/countryside-stewardship-grants and as PDF documents on GOV.UK at: <https://www.gov.uk/government/publications/countryside-stewardship-higher-tier-manual-for-1-january-2017-agreements>. These farm records must be made available on request. Typical activities which have to be recorded include:

- cutting, topping, grazing, burning, harrowing, rolling or tramline disruption;
- ploughing, cultivation, seeding, planting or crop rotation;
- application of fertiliser, manure, pesticides, herbicide, lime, desiccants, insecticides or fungicides;
- livestock grazing; see section 6.5
- supplementary feeding;
- clearance works, bare ground restoration, drainage works and management, ditch management, or historic buildings maintenance work;
- wildlife assessment record;
- pesticide application method; and
- hedge cutting. (This includes keeping a record of the scheme requirements that Agreement Holders must not cut more than 50% of all hedges in or bordering agreement land in any one calendar year).

Note: where the option includes a requirement not to carry out certain activities during the year (eg no grazing, no pesticide application), Agreement Holders do not need to record the absence of these activities. Agreement Holders will be required to complete a declaration on the annual claim form to confirm that they have met this requirement.

Where there is an existing statutory or farm assurance scheme requirement to maintain relevant records, these records can be used as evidence eg:

- plant protection product application records can be used to verify timing of applications and what products have been applied,
- NVZ requirements for nitrogen planning and recording of nitrogen applications.

Existing farm records (eg those already kept as part of commercial farm activities and planning) can be used where these already meet scheme requirements. This may include pesticide records, nutrient management plans, the use of manure and fertiliser, stock and grazing records. The existing records must cover the complete requirements of the Countryside Stewardship prescription. Where the scheme requirements are not covered by existing farm records, the Agreement Holder will need to keep an additional record. Examples include:

- where the use of pesticides (including herbicides) is prohibited or restricted to dealing with a particular problem such as injurious weeds or to a particular method such as weed wiping or spot treatment, Agreement Holders should check that appropriate information is included as part of their Pesticides Record under 'other/additional information'; or
- some prescriptions restrict applications of manufactured fertiliser to specified levels of phosphate and potash; in these cases Agreement Holders within an NVZ would need to record the application of phosphate and potash in addition to the application of nitrogen.

As part of the annual claim form, Agreement Holders will be required to sign a declaration that they have maintained the required records to evidence scheme delivery, and that these records will be made available on request.

6.13 Keeping woodland records

Agreement Holders are required to maintain certain records for all woodland management options. These must be provided with grant claims when requested by Natural England. Typical activities which should be recorded include:

- deer management and cull figures;
- open space and ride management;
- thinning, felling and coppicing;
- regeneration; and
- any other general woodland management.

6.14 Framework for scheme control

We are required by European regulations to make sure that the Countryside Stewardship scheme 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 CS Manual (see section 7.3) and the Terms and Conditions (at Annex 1). For the avoidance of doubt, this may include the application of recoveries, penalties and interest payments and potentially termination of the Agreement.

Our control framework includes 4 types of checks: administrative record checks, rapid field visits, agreement monitoring visits, and inspections.

6.14.1 Administrative record checks

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

As part of the administrative checks on annual claims, a percentage will be selected for follow-up checks of Agreement Holder records, and the claimant may be asked to submit copies of on-farm records for checking. Also, selected Agreement Holders will be asked to supply 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.

6.14.2 Rapid field visits

These are new, and 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 and soil sampling.

6.14.3 Agreement monitoring visits

Natural England advisers will routinely visit sites to monitor environmental progress or in response to Agreement Holder requests. The focus will be sites requiring technical specialist input, such as complex habitat restoration and creation or where stocking is essential to environmental outcomes.

Historic England will visit sites with Scheduled Monuments which have Reduced-depth, non-inversion cultivation on historic and archaeological features (HS3) and Restricted depth crop establishment to protect archaeology under an arable rotation (HS9) options, once during the five years of the agreement. Results from Historic England monitoring visits will be discussed with Natural England.

6.14.4 Inspections

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

6.15 Measuring Countryside Stewardship option areas and widths

This section outlines how and where CS applicants and Agreement Holders should start to measure the areas and widths of CS options, and where they can be placed in the field parcel in relation to cross compliance and Ecological Focus Area (EFA) requirements:

- please note the strict eligibility rules for EFAs that are not covered by this document;
- CS options cannot be used to deliver mandatory requirements under BPS - CS Options have to go beyond the requirements of cross-compliance;

- EFAs – farmers can use the same EFA buffer strips to meet the greening and cross compliance rules;
- cross compliance requirements apply to ALL Countryside Stewardship Agreement Holders irrespective of whether or not they are in receipt of BPS; and
- cross compliance will not however apply to agreements covering only stand-alone capital items where BPS is not claimed.

If you use certain CS options as EFA areas this would be ‘double funding’ and there will be a reduction in the payment rate to remove the double funded element, as set out in section 3.3.1 of the CS Manual.

For details please refer to the:

- BPS Handbook – www.gov.uk/rpa/bps2016

For information about the specific cross compliance rules which apply to EFA watercourses and hedgerows please see the GAEC 1 and GAEC 7a pages in the current version of the Guide to Cross Compliance in England.

- Cross Compliance Handbook – www.gov.uk/government/uploads/system/uploads/attachment_data/file/397044/Cross_compliance_handbook_v2_web.pdf

Various exemptions apply and these are not covered in this document.

6.15.1 The relationship between Countryside Stewardship buffer strip options and Cross Compliance: Examples of where to start measuring Countryside Stewardship options

This section applies to CS buffer strip options SW1-4, WD3, and WT1-2 as listed below:

The general principle is that the CS buffer strip may not overlap with the cross compliance strip.

Arable situations:

- 4m to 6m buffer strip on cultivated land (SW1);
- In-field grass strips (SW3);
- 12m to 24m watercourse buffer strip on cultivated land (SW4);
- Buffering in-field ponds and ditches on arable land (WT2); and
- Woodland edges on arable land (WD3).

Permanent grassland situations:

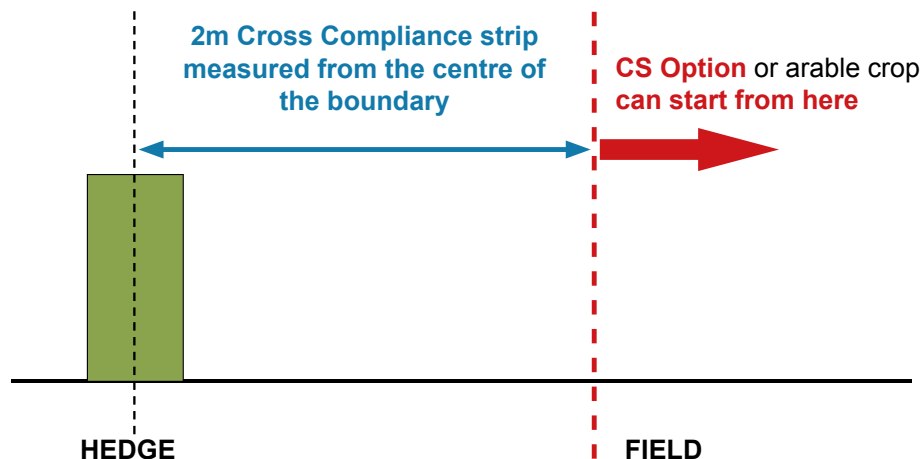
- 4m to 6m buffer strip on intensive grassland (SW2); and
- Buffering in-field ponds and ditches in improved grassland (WT1)

CS options adjacent to a hedge

Diagram 1

Where to start measuring CS options in relation to cross compliance requirements where the boundary feature is a HEDGE

In Arable and Permanent Grassland situations



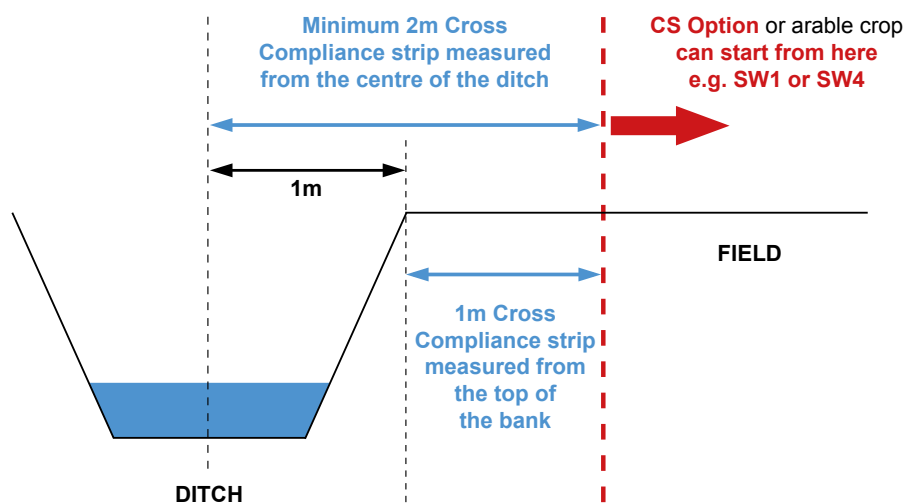
NOTE: If there is a fence adjacent to the hedge then different rules apply depending on whether it is more or less than 3m from the centre of the hedge. If the fence is more than 3m away from the centre of the hedge, and there is no management between the hedge and the fence, then the fence effectively becomes the new boundary. If the strip between the hedge and the fence is more than 3m wide it needs to be treated as a separate parcel.

CS arable options adjacent to a ditch

Diagram 2 – ditch measures 2m maximum width

Where to start measuring CS options in relation to cross compliance requirements where the boundary feature is a DITCH and the distance from the centre to the top of the bank is 1 metre.

In Arable and Permanent Grassland situations



SW1 is a 4-6 m buffer strip on cultivated land

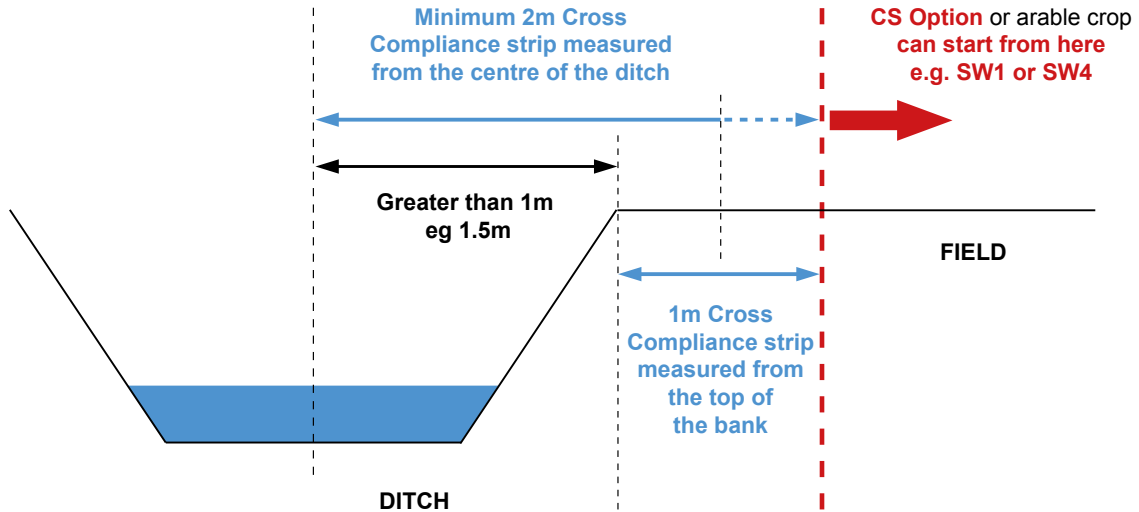
SW4 is a 12-24 m watercourse buffer strip on cultivated land

In this example the cross compliance strip would be 2.0m wide measured from the centre of the ditch.

Diagram 2a – ditch wider than 2m

Where to start measuring CS options in relation to cross compliance requirements where the boundary feature is a WIDE DITCH and the distance from the centre to the top of the bank is more than 1 metre.

In Arable and Permanent Grassland situations

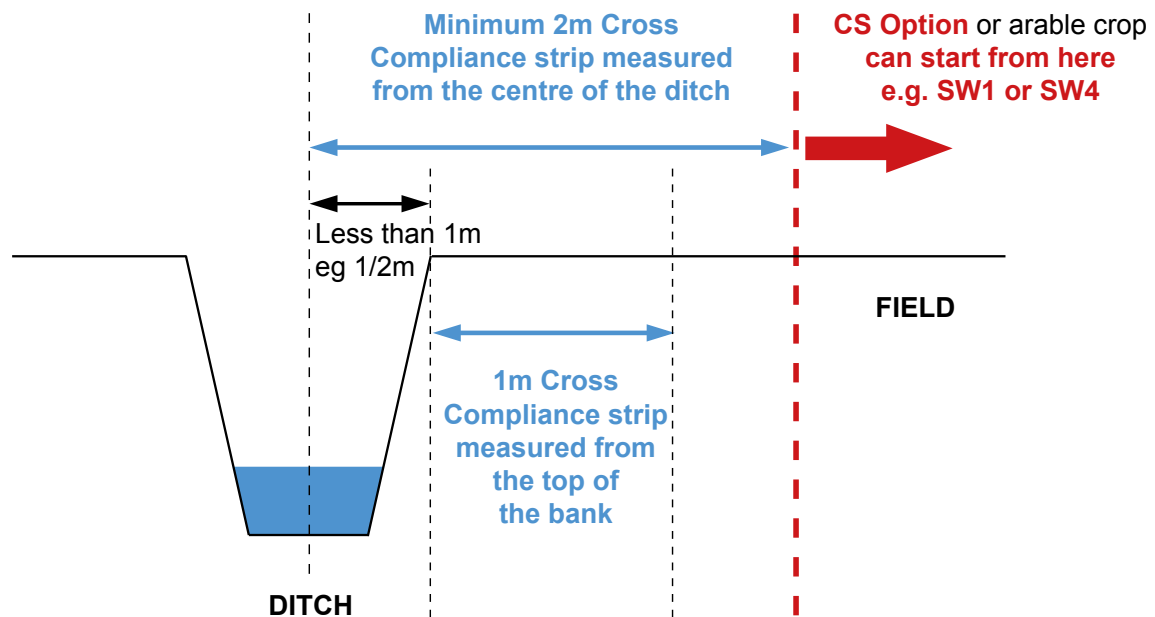


In this example the cross compliance strip would be 2.5m wide from the centre of the ditch

Diagram 2b – ditch less than 2m

Where to start measuring CS options in relation to cross compliance requirements where the boundary feature is a NARROW DITCH and the distance from the centre to the top of the bank is less than 1 metre.

In Arable and Permanent Grassland situations



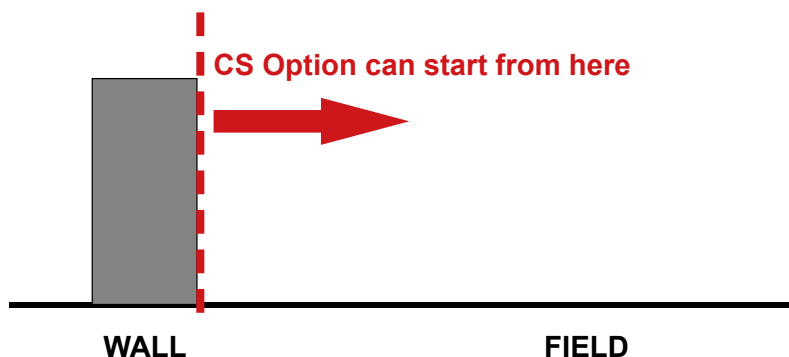
In this example the cross compliance strip would be 2.0m wide from the centre of the ditch

CS options adjacent to a wall or fence

Diagram 3 – wall or fence where there is no cross compliance strip required

There are no cross compliance requirements where the boundary is a WALL or FENCE.

In Arable and Permanent grassland situations.



CS option can start immediately next to the wall or fence (but allowing access around the field as necessary).

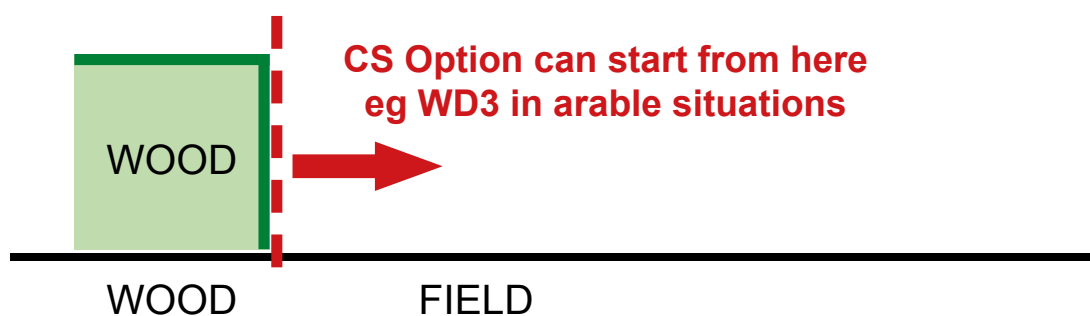
NOTE: If there is a ditch on the field side of the wall, this becomes the cross compliance feature and diagram 2a/2b applies as appropriate.

CS options adjacent to a wood

Diagram 4

There are no cross compliance requirements where the boundary feature is a WOOD

In Arable and Permanent Grassland situations



CS option can start immediately next to the wood

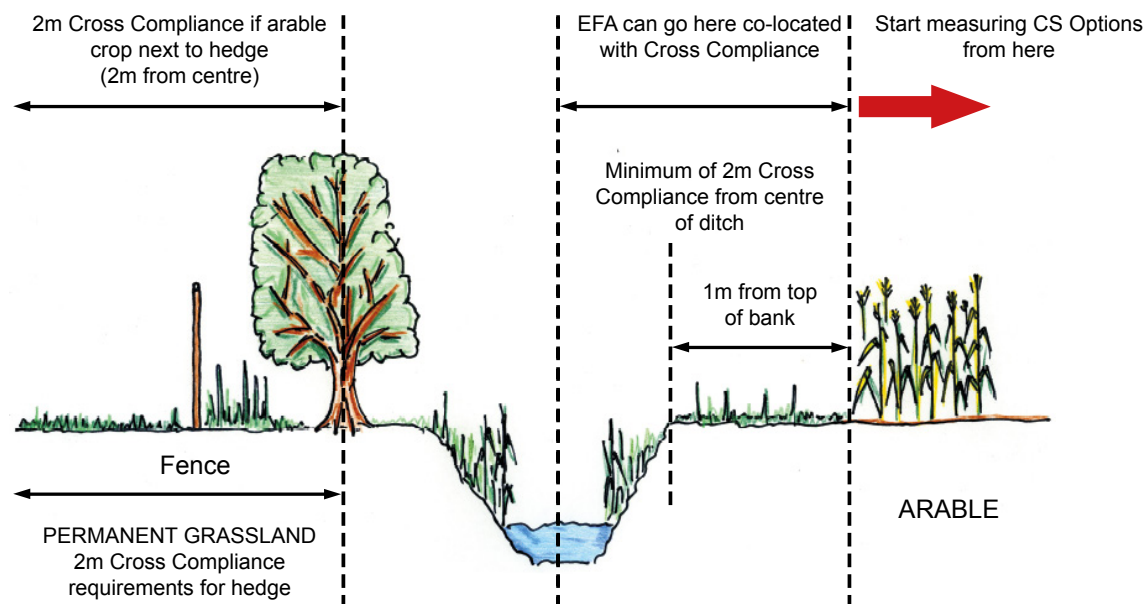
WD3 is Woodland edges on arable land 6m

NOTE: If there is a ditch on the field side of the wood, this becomes the cross compliance feature and diagram 2a/2b applies as appropriate.

Real World example

Diagram 5

Cross compliance in an arable situation against a ditch and hedge.



6.15.2 The relationship between Countryside Stewardship options, Cross Compliance and Ecological Focus Areas: Examples of where to start measuring Countryside Stewardship options

CS area based options and area based EFA options can be co-located in the same parcel, but CS buffer strips must not overlap with cross compliance and EFA requirements.

RULE: None of the 19 CS options detailed on p19 of the CS Manual can co-locate on an EFA area based option without a payment reduction.

EFA area based options are:

- fallow land;
- catch crops and cover crops; and
- nitrogen-fixing crops.

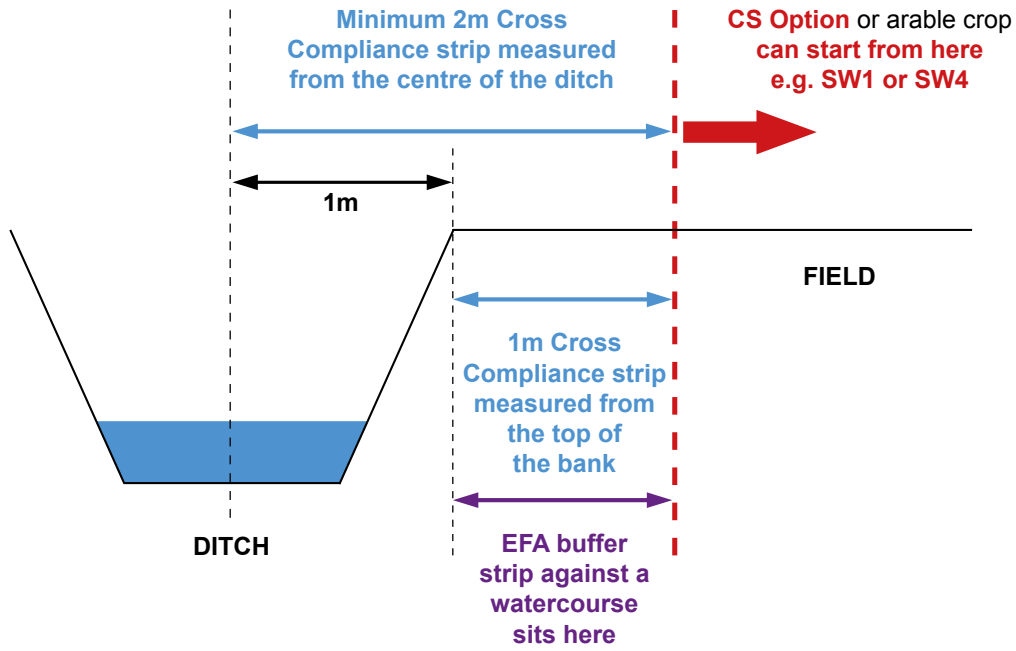
Diagrams 6 are based on diagram 2

Where to start Measuring CS options in relation to Cross compliance requirements where the boundary feature is a DITCH with an *EFA buffer strip against a watercourse*
In Arable and Permanent Grassland situations

Start measuring CS options areas or widths where the cross compliance requirements and EFA requirements stop.

No EFA overlap with the CS option so no payment reductions would be required

Diagram 6 – centre of the ditch to the top of the bank is 1 metre



SW1 is a 4-6 m buffer strip on cultivated land

SW4 is a 12-24 m watercourse buffer strip on cultivated land

Diagram 6a – centre of ditch to top of bank is more than 1 metre

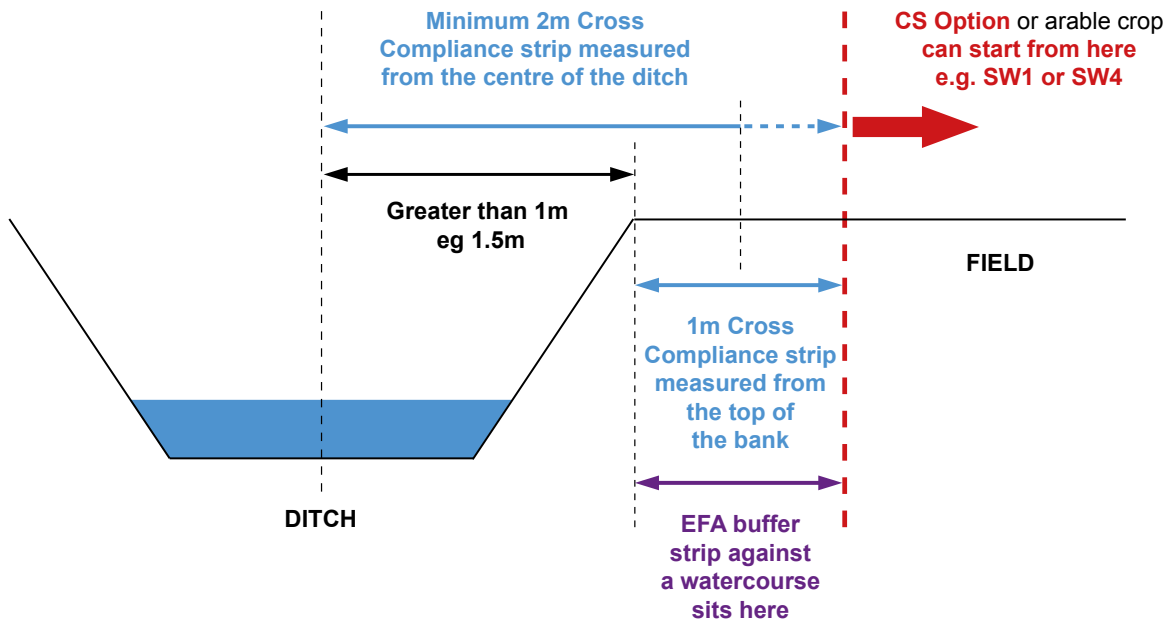
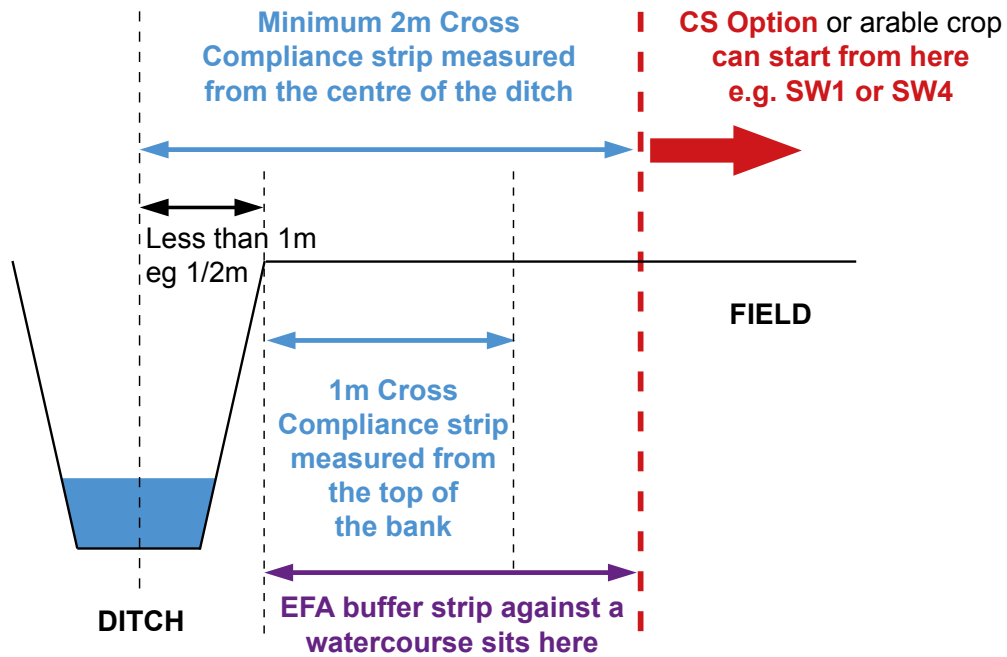


Diagram 6b – centre of ditch to top of bank is less than 1 metre

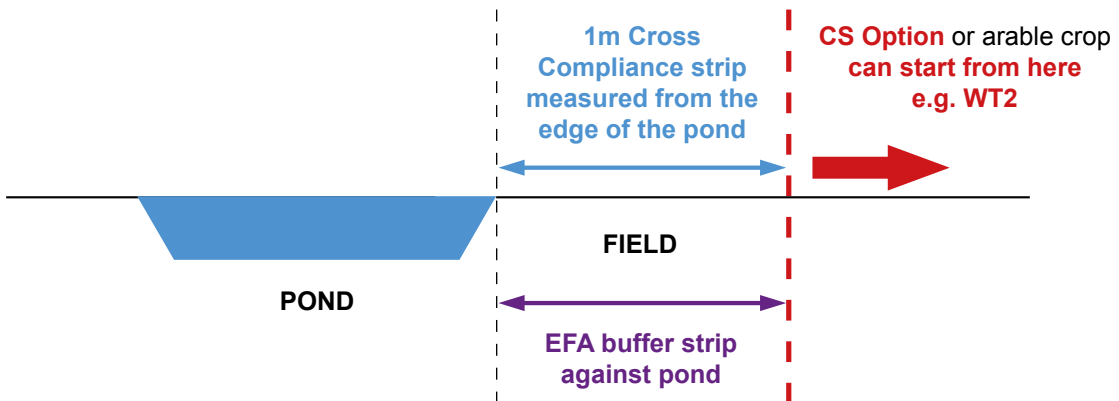


CS options adjacent to a watercourse

A watercourse is defined under GAEC 1 as ‘all surface waters, including coastal water, estuaries, lakes, ponds, rivers, streams, canals and field ditches. It includes temporarily dry watercourses’.

Diagram 7 – with cross compliance and EFA requirements.

Start measuring CS option areas or widths where the cross compliance requirements and EFA buffer strip requirements stop. The diagram shows there is no EFA overlap with the CS option so no payment reduction would be required.



WT2 is buffering in-field ponds and ditches on arable land (10 – 20 m wide grass buffer strip)

CS arable options and beetle banks

Diagrams 8 and 9

These diagrams explain the relationship between 1m of EFA buffer strips and the 3-5m wide CS beetle bank (AB3)

Any strip must meet both CS & EFA requirements.

Under EFA rules farmers can place a maximum of two EFA buffer strips on each side of a water course.

Where the infield EFA buffer strip overlaps with the use of AB3, start measuring the CS option areas or widths where the 1m EFA requirements stop.

Where the EFA strip overlaps with the CS option area, a reduction to the CS payment may apply as in diagram 9 below.

Diagram 8

No payment reduction to AB3 if the total width is more than 4m and less than 6m wide

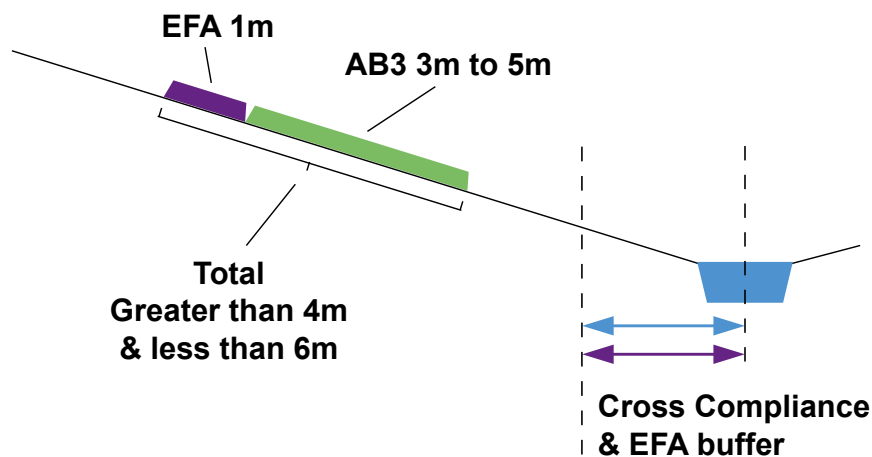


Diagram 9

A payment reduction to AB3 where the total width of the co-located EFA buffer strip and CS beetle bank is less than 4m wide.

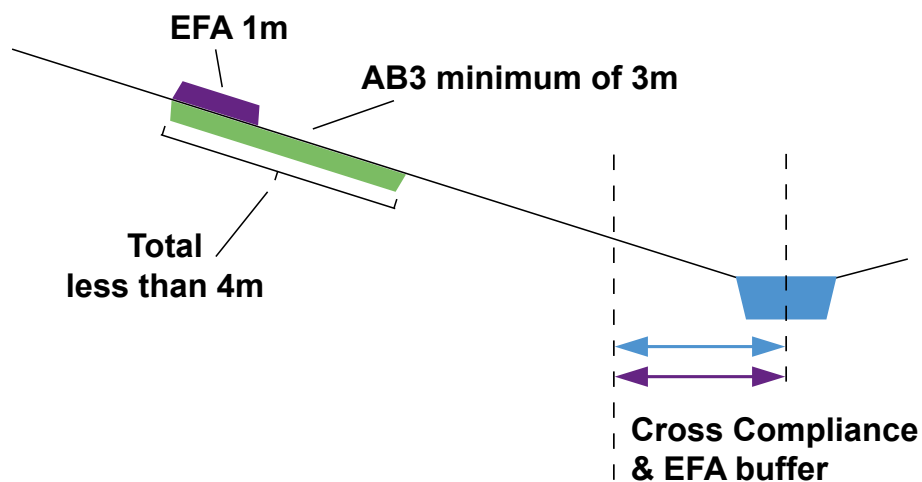
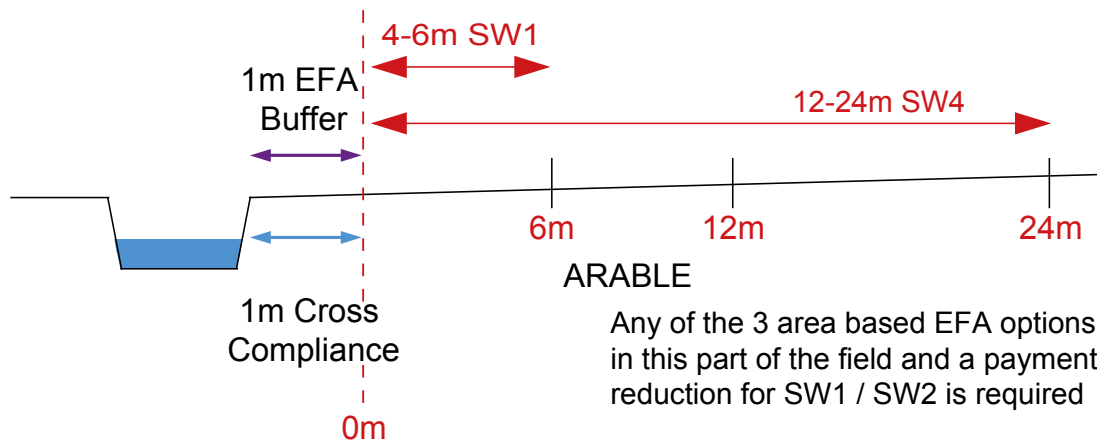


Diagram 10

How payment reductions to CS options SW1 and SW4 are required when co-located with area based EFA options



SW1 is a 4-6 m buffer strip on cultivated land

SW4 is a 12-24 m watercourse buffer strip on cultivated land

6.15.3 The relationship between whole field Countryside Stewardship options and Cross Compliance

For whole-parcel CS options, the required option management will go further and require management additional to any cross compliance requirements. So no reduction of the area, in respect of cross-compliance, needs to be made when claiming for whole parcel options.

However, when a CS strip (e.g. buffer, grass margin, wild bird seed mixture etc.) is in the same field as a CS whole field option (AB1 to AB16) e.g. basic overwinter stubble (AB2) applicants will need to deduct the area of the CS strip from the parcel area when applying for whole field options.

6.16 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 Technical Services – see Annex 9.

6.17 Metal Detecting: requirements

Metal detecting is not allowed on Scheduled Monuments, Sites of Special Scientific Interest (SSSIs) and known archaeological sites on Agreement Land. These are identified on the Farm Environment Record (FER), and the HEFER. Natural England will advise Agreement Holders in writing of any new sites that are discovered that will also be covered by these terms.

On all other Agreement Land, Agreement Holders must ensure that metal detecting does not conflict with the requirements of their agreement, in particular where proposed metal detecting may affect their ability to meet option prescriptions. For example, options supporting ground-nesting birds, priority habitats, or rare arable plants are incompatible with ground disturbance, and such activities may cause a breach of agreement and result in withholding of payments, reclaims or penalties (see section 7.3).

Any metal detecting that Agreement Holders allow on Agreement Land should be undertaken in accordance with best practice laid down in the current Code of Practice for Responsible Metal Detecting in England and Wales at: <https://finds.org.uk/getinvolved/guides/codeofpractice>, and all finds must be reported to the Portable Antiquities Scheme.

6.18 Archaeological fieldwork: requirements

If archaeological fieldwork (such as survey, test pitting or excavation) is proposed on Agreement Land that would cause, or may cause, ground disturbance or damage to any known archaeological sites or other environmental assets, Agreement Holders will need to seek approval from Natural England. Any proposed fieldwork must also have the written support of the local authority Historic Environment Service.

In addition:

- any archaeological fieldwork involving ground disturbance on Scheduled Monuments requires Scheduled Monument Consent from the Secretary of State for the Department of Culture Media and Sport, as advised by Historic England, before fieldwork can commence;
- on Scheduled Monuments, any geophysical survey requires written consent from Historic England before fieldwork can commence; and
- any archaeological fieldwork (including the use of ground-penetrating radar or remote sensing) on SSSIs requires written consent from Natural England before fieldwork can commence.

6.19 Farm Environment Record, Historic Environment Farm Environment Record and Baseline Evaluation of Higher Tier Agreements

As set out at sections 4.5.1 and 6.2, it is a mandatory requirement to retain all the features identified in the FER and the HEFER and to protect them from damage or removal for the duration of the Agreement.

It is a mandatory requirement to retain all features identified in a BEHTA (as described in section 4.5.3) and protect them from damage: the Natural England adviser will explain these requirements when progressing Higher Tier applications.

Removal or damage to a BEHTA feature represents an agreement breach (see section 7.3.11), except where this is permitted under the Agreement, for example where arable land (BEHTA feature code A01) is under management to re-create species rich grassland.

6.20 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
- 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.

6.21 Minor and temporary adjustments to agreement management

Where the Agreement Holder considers that, due to factors beyond their control in a particular year, they will be temporarily prevented from carrying out some of the management required under their agreement, they may apply to Natural England for a minor and temporary adjustment to the management requirements that apply that year.

Examples include where bad weather such as snow is preventing normal grazing and stock require supplementary feeding, but the agreement does not allow this; or where there is a serious weed infestation which is likely to prevent delivery of the management required and the only way to deal with it is by the application of herbicides, but the agreement does not allow this.

To request a minor and temporary adjustment to the management requirements set out in the agreement a Minor and Temporary Adjustment Form must be completed. This form should be downloaded (from <https://www.gov.uk/government/publications/minor-and-temporary-adjustment-mta-form-countryside-stewardship>), completed and submitted by the Agreement Holder and sent to their local Natural England Technical Services office (see Annex 7). Permission is not automatic and Natural England will require a reasonable time to consider any request.

During periods of extreme weather where access to forage is severely restricted and the welfare of livestock might otherwise be compromised, Natural England may be able to provide conditional consent over the telephone or by email. However, this must be followed by a formal written request and permission.

Generally, simple, straightforward cases will be dealt with within 20 working days of receipt. More complicated cases involving additional contact/liaison with customers to clarify details will be dealt with as quickly as possible.

If the Agreement Holder proceeds without written or conditional permission, they may be subject to recoveries and/or penalties for a breach of agreement.

Natural England will consider the request in the light of:

- Alternative management – for example in the case of supplementary feeding when there is deep snow on the ground, is there alternative grazing available, or can the livestock be moved?
- The specifics of the minor and temporary adjustment requested – what adjustment is necessary, where and for what period of time it will apply;
- The impact of the proposed activity on the income foregone payment relevant to the required management;
- The net environmental impact of the proposed activity;
- Evidence from third parties; and
- The administrative cost of making a reduction to the payment (if required).

Additional management costs that might arise from a minor and temporary adjustment will not be recompensed.

Where a minor and temporary adjustment results in a reduced cost or increased output (with respect to the income foregone calculation), the payment rate relating to the area of the minor and temporary adjustment will be amended by a similar amount.

Please note that Natural England cannot approve a minor and temporary adjustment to an agreement if this is likely to, or will, result in a breach of legislation, general scheme requirements, eligibility conditions, or the cross compliance rules.

If Natural England agrees to the suggested minor and temporary adjustment, they will send the Agreement Holder a letter or email giving permission. The Agreement Holder should keep this approval with their agreement documentation.

6.22 Grazing management: requirements

If the agreement contains one or more options which limit grazing activity (listed in section 6.2.4), the Agreement Holder must meet the following requirements:

- Avoid over-grazing and under-grazing across the whole grazed area of the Holding. Stock must be distributed across the grazed area of the Holding to ensure this is the case, and for:
- Higher Tier: Do not stock at more than the rates specified in the Agreement Document on average over the year across all agricultural land on the farm or production unit where the agreement is located.

Under-grazing is defined as occurring where annual growth is not being fully utilised, or where scrub or coarse vegetation is becoming evident, and this is detrimental to the environmental interests of the site.

Over-grazing is where grazing land is supporting so many livestock that the growth, quality or diversity of vegetation is adversely affected, and this is detrimental to the environmental interests of the site.

The following table should be used to calculate livestock units on average over the year across all agricultural land on the farm or production unit where the agreement is located.

Animal numbers converted into Livestock Units (LUs) as follows	LUs
Cattle over 2 years	1.0
Cattle over 6 months to 2 years	0.6
Lowland ewe and lamb; ram	0.12
Ram; Lowland ewe and lamb	0.12
Store Lamb; hogg; teg; Hill ewe and lamb	0.08
Horse	1.0
Pony / Donkey	0.8
Goat	0.12

Please note, if the Agreement Holder acquires additional agricultural land, they must notify Natural England by letter or email within 90 calendar days of the acquisition. This is because Natural England is required to carry out administrative checks to ensure that the change has not affected calculation of the stocking density requirement. This notification is in addition to any requirements to ensure that the land has been registered on the RPA's Land Management System.

6.23 Maintenance of capital items

Capital items funded under CS are required to be maintained by the Agreement Holder on the Agreement Land, in the condition and to the specification for which they were grant-aided, for a set period of time.

For capital works which form part of a multi-year agreement, this obligation will last for the whole time that the parcel of land in which the capital item is located is under agreement; 5 years from the Agreement start date.

For capital items forming part of a stand-alone capital agreement, the obligation will last for five years beginning on the agreement start date.

Payments may be recovered if these requirements are not fulfilled, or if Agreement Land within which the capital item is located leaves the scheme before the expiry of any linked maintenance obligations.

6.24 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 management 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

6.25 State aid rules

Countryside Stewardship Payments under the Rural Development Programme 2014-2020 are made in accordance with the Rural Development Regulations and State Aid Notification SA41676.

7. Agreement management

A Countryside Stewardship agreement comprises the Countryside Stewardship Terms and Conditions (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 3 and 6.

7.1 Claims process

Multi-year agreements

The deadline for Natural England to receive CS claims is midnight on 15 May each year (except where the 15 May falls on a Bank Holiday or weekend. In such cases the deadline is deemed to fall on the first following working day). The claim must include any paperwork to support the claim (such as an organic certificate). See section 7.3 Reductions and penalties.

Capital items within multi-year agreements

Agreement Holders can submit a capital item claim for reimbursement at any time of the year, provided the approved work has been completed in accordance with the agreement and has been paid for in full by the Agreement Holder. The minimum value of any single claim is £500, with the exception of the final claim, which may be less than £500. Please refer to your agreement document for details of "Claim-by" dates.

Payments for all agreements

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

7.2 Options and capital works

Higher Tier agreements start on the 1 January immediately following a successful application. The agreement must not include any work which has already been undertaken or any financial commitment already made before 1 January, or the agreement may be terminated.

Invoices and receipts must relate to activities after the agreement start date, and must be dated after that start date. Claims will be rejected and will not be paid if, on inspection, or by administrative check, it is discovered that the work was carried out prior to or after the period of the agreement.

7.2.1 Using own labour for capital works

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

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

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

7.2.2 Using own machinery for capital works

Machinery and equipment owned by the business can be used to carry out capital works. Hired machinery or equipment, e.g. a cement mixer, can also be used. Any invoices and records of the machinery used must be retained either as paper or electronic records for the duration of the agreement and be produced on request, and kept for 7 years from the end of the agreement. Records must include:

- dates and times the machinery was used;
- what it was used for;
- the rate that is being applied to the usage and how this was arrived at; and
- the name of the operator.

7.2.3 Using contractors

It is permitted to employ contractors to undertake agricultural work on Agreement Land, or to undertake work required under the Countryside Stewardship options and capital items.

The Agreement Holder must notify the contractor about the agreement and its requirements. It is the Agreement Holder's responsibility to make sure that work carried out by contractors does not breach the terms of their agreement. The Agreement Holder will be liable for any payment reductions or penalties that result from any breaches that the contractor commits on the land.

7.3 Reductions and penalties

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

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

7.3.1 Reductions

Natural England 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 6.20 for more information about this.

7.3.2 Penalties

Penalties are applied if:

- a payment claim for a multi-year agreement is submitted late (see late payment claims for multi-year agreements below);
- a late change is made to a payment claim for a multi-year agreement (this includes changes to supporting information or evidence submitted as part of the claim);
- the payment claim for the multi-year agreement does not contain all the agricultural land on the Agreement Holder's holding, and non-agricultural land that is under a Rural Development agreement;
- 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 a late submission of a payment claim for a multi-year agreement;
- 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 Late payment claims for multi-year agreements

Agreement Holders can make a late claim in writing until midnight on 9 June but they will receive a penalty. For each working day the claim is late, the size of the penalty will be a 1% reduction of the amount to which they would have been entitled had the claim been submitted on time.

Agreement Holders cannot make claims after midnight on 9 June apart from in cases of force majeure (see 6.20).

7.3.4 Changing a payment claim relating to a multi-year agreement after it has been submitted

Claims can be changed until midnight on 31 May without receiving a penalty.

For each working day after this, a 1% penalty will be applied to the land parcel and option which the change relates to.

Claims cannot be changed after 9 June, apart from:

- in cases of force majeure (see section 6.20 for more information);
- where an Agreement Holder withdraws all or part of a claim (see section 7.3.5 for more information); or
- obvious error (see section 7.3.6 for more information).

7.3.5 Withdrawing all or part of a payment claim for a multi-year agreement

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

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

7.3.6 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.

7.3.7 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.

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

7.3.8 Not declaring all the relevant land parcels on a holding

If an Agreement Holder does not declare all of their agricultural land parcels plus any non-agricultural parcels that are under a Rural Development agreement, the size of the penalty depends on how big the difference is between:

- the number of hectares declared; and
- the number of hectares declared plus the overall area of parcels not declared.

Difference between land declared and what is actually held (as a % of land declared)	Size of penalty
up to 3% of the area determined	No penalty
more than 3% and up to 20%	1%
more than 20% and up to 50%	2%
more than 50%	3%

7.3.9 Over-claiming land under option

If an Agreement Holder declares land in their payment claim that is not eligible land (as set out in section 3.1.1) or does not have the relevant option present on it, their claim will be reduced.

Natural England can only pay for the eligible land/options as identified during administrative or on-the-spot checks (called 'the area determined').

Size of over-claim	Size of penalty
Up to 2 hectares or 3%	No penalty
More than 2 hectares or More than 3% but not more than 20% (of the area under option determined)	Twice the difference of the over-claim For example, if the over-claim is 5 hectares, Natural England will reduce the claim by 5 hectares and apply an additional 10 hectare penalty
More than 20% (and up to 50%) of the area under option determined	100% (the whole payment)
More than 50% of the area under option determined	More than 100% (see below)

As well as a reduction, Natural England may apply a penalty. The size of this penalty depends on the size of the over-claim. The over-claim will be the difference between the area determined and the area the Agreement Holder used to claim CS in the payment claim (called 'the area declared'). The only exception is if the difference is less than or equal to 0.1 hectares (providing the difference is not more than 20% of the total area declared for payments in that payment group); in this case, Natural England will pay on the area declared by the Agreement Holder.

Sometimes a penalty can be more than 100% of a payment. The extra penalty is calculated based on the amount of land that has been incorrectly claimed. This penalty calculation will be carried out separately for each payment group for which an over-claim has been made.

Example:

- an Agreement Holder claims payment for 10 hectares of eligible land under option AB1 (Nectar Flower Mix)
- they actually only have 3 hectares of the option AB1
- the difference is therefore 7 hectares

Because 7 hectares is more than 50% of 3 hectares, the Agreement Holder will lose their whole payment (as in the table above) on the 7 hectares of land which they should not have claimed.

The RPA will also deduct an amount equal to the value of the over-claim from future payments. In this example, the amount to be deducted will be the value of 7 hectares. This amount will be taken from future payments from one or more of the following:

- BPS (including greening);
- Young farmer payment; or
- Countryside Stewardship and other Rural Development Schemes.

If there is any money still outstanding after 3 years, the RPA will cancel the balance. This is sometimes known as a '3-year penalty'.

7.3.10 Cross compliance

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

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

7.3.11 Breaches of Agreement

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

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

A brief explanation of how breaches are assessed for severity, extent, duration, and reoccurrence is set out below.

Severity

An assessment will be made to determine the relative importance of the consequence of the breach/non-compliance and will take into account the objectives of the agreement or options that were not met. For example, ploughing a priority habitat would be classed as a severe breach.

Extent

This will depend on the particular effect the non-compliance has on the agreement as a whole. It would also reflect how much of the agreement has been breached. So, for example, an

agreement covered 10 parcels and a breach of agreement was found to affect 50% or more of this land, then the breach would be considered to be a large extent.

Duration

Consideration will also be given to the length of time the effects of the breach lasts and whether it is possible to remedy the breach by reasonable means.

Re-occurrence

The assessment will depend on a number of factors, for example whether a similar event of non-compliance has been found in previous years (including prior to 2014 – the start of the current Rural Development Programme), and whether the re- occurrence concerns the same or similar measure (for example agri-environment or organic).

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

7.3.12 Refusal or withdrawal of support claimed

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

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

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

7.3.13 Suspension of payments

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

7.3.14 Capital Payments; Over-declaration of expenditure

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

7.3.15 Interest charges

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

7.4 Disputes, appeals and complaints

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

7.4.1 Appeals process – disagreeing with a decision by Natural England

To appeal against a decision that has already been taken, applicants or Agreement Holders should write to the Technical Services Team at Natural England (contact details are at section 4.2), advising of their wish to appeal and providing details of the reasons. Appeals must be received within 60 days of notification of the decision. The permitted reasons are limited:

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

A Natural England adviser will ensure the case is properly investigated according to the four-stage appeals process outlined below. If the applicant or Agreement Holder remains unsatisfied following the outcome of each appeal stage, they should write to Natural England requesting the appeal is advanced to the next stage in the process. Not all four stages are necessary for all appeals. Some appeals may meet a satisfactory conclusion after the first stage.

First Stage Appeal

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

Second Stage Appeal

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

Third Stage Appeal

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

Final Stage Appeal

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

7.4.2 Complaints about service

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

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

7.5 Site visits

Site visits are carried out in order to monitor Agreement Holders' compliance with the rules governing their agreements (and cross compliance on the whole Holding), and the success of CS overall. Agreement Holders must allow any UK or EU public authority (or their authorised representatives or auditors) to access their land or premises for this purpose, and must assist and co-operate with any person carrying out a site visit. Any refusal to do so or obstruction is a breach of the Countryside Stewardship Terms and Conditions, and may also be a criminal offence. Further information on scheme inspection and monitoring is included in sections 6.16.3 and 6.16.4.

7.6 Terminating agreements early

Natural England reserves the right to terminate the agreement on written notice to the Agreement Holder if:

- the Agreement Holder has breached the terms of the agreement;
- there is a change in circumstances affecting the Agreement Holder's eligibility to receive CS payments; or
- the Agreement Holder has failed to repay any sum which has become recoverable by the RPA in relation to a breach.

In addition to the right to terminate as detailed above, Natural England may terminate the agreement and any future payments on giving the Agreement Holder six months' written notice at any time.

The Agreement Holder may terminate the agreement at any time by giving written notice to Natural England. In these situations the Agreement Holder may be required to repay all or part of the payments received and their obligations under the agreement shall not cease until such repayment has been made.

7.7 Break Clause

For agreements lasting 10 years or more, it may be possible for either the agreement holder or Natural England to terminate the agreement after 5, 10 or 15 years (the 'break point dates').

A break clause only permits closure of the entire agreement; amendment or re-negotiation of the agreement is not available.

Where an agreement contains the 10 year woodland creation – maintenance payments (WD1) option, no break clause is available at the five year point as the funded management must be in place for the full ten years.

Either Natural England or the agreement holder can terminate the agreement by giving written notice to the other party at least one month prior to the 'break point date'.

If this right is exercised, grant payments already paid to the agreement holder will not have to be repaid, unless the agreement holder is in breach of scheme requirements or rules.

7.8 Transfers of land under agreement

7.8.1 Selling or transferring land to another party

Natural England will consider requests to transfer an agreement (in whole or part) to another party as a result of:

- a change in business structure;
- death;
- inheritance; or
- sale, lease or other similar transfer of land.

If the transfer request is approved, any options associated with the transferred land parcels will be included in a stand-alone CS Agreement. The agreement cannot be re-negotiated at the point of transfer or merged with another agri environment agreement, it will also expire at the end of the original agreement term.

Please Note: Capital Grant agreements are not transferable. If all or part of the land under a Capital Grant agreement is transferred to another party, the Capital Grant agreement will be terminated on those parcels and the Agreement Holder may be required to repay all or part of the grant payments received.

The new owner/occupier (Transferee) should notify Natural England by requesting and submitting a Transfer Request Form to their nearest Natural England (Technical Services) office (see contact details at Annex 9) as early as possible in advance of any transfer of all or any part of the Agreement Land and no later than 90 calendar days after the transfer has taken place. If there are capital items associated with the transferred land parcels please contact Natural England.

In order for us to process the transfer as quickly and efficiently as possible, the Agreement Holder (Transferor) (the party transferring the land) should also contact us as early as possible about the transfer.

The Agreement Holder should tell the new owner/occupier about their agreement before they transfer any Agreement Land. If the new owner or occupier is willing to continue with the agreement, they must complete and return the relevant part of the Transfer Request Form to confirm their intention to continue with it within 90 calendar days of the date of transfer. In this case, the Agreement Holder may not be required to repay any multi-year grant payments for the period when the Agreement Land was in their ownership or occupation due to the transfer (though other recoveries may still apply, for instance in relation to breaches of agreement). The Agreement Holder may be required to repay all or part of any grants received for capital items. The other exception is where organic options are involved and in these cases the Agreement Holder will be required to repay all organic multi-year grant payments if the new owner or occupier does not maintain the organic registration on the land – see section 3.2.7.

If the new owner/occupier chooses not to continue with the Agreement on the transferred land, or if Natural England does not receive the new owner/occupier's confirmation of their intention to continue with the agreement within 90 calendar days of the date of transfer, the agreement will

be terminated for that land. In this situation the Agreement Holder will not be required to repay any multi-year grant payments for the period when the Agreement Land was in their ownership due to the transfer (though other recoveries may still apply, for instance in relation to breaches of agreement). The Agreement Holder may be required to repay all or part of any grants received for capital items. The other exception is where organic options are involved and in these cases the Agreement Holder will be required to repay all organic multi-year grant payments if the new owner or occupier does not maintain the organic registration on the land – see section 3.2.7.

If only part of the Agreement Land is transferred, the original Agreement Holder will be expected to continue with the existing options on the land they have retained in their Agreement. The amended Agreement will run for the remaining term of the original Agreement.

Important to note: A transfer cannot be completed by Natural England until the Rural Payments Agency have also been informed of and completed the transfer of land parcels from one party to another. This needs to be done using the RLE1 form or online in the Rural Payments service.

7.8.2 Changes to customer details or businesses

If there is a change to customer details or business structure that results in a new SBI being provided by the Rural Payments Agency it will be treated as a transfer.

7.8.3 Acquiring additional land covered by another scheme or agreement

Where an Agreement Holder acquires land on which there are already commitments under another scheme, such as Environmental Stewardship (ES), Countryside Stewardship (CS) or the English Woodland Grant Scheme (EWGS), there will be a range of options available for how the acquired land is managed in future. A Natural England adviser can discuss the individual circumstances with the Agreement Holder and propose the best solution available. Agreement Holders in this position should contact Natural England.

However, where the acquired land is already under an agreement (ES, EWGS or CS) and does not remain at the same or a higher level of management, the original Agreement Holder may be liable for any repayment of grants made under that agreement.

7.8.4 When will agreement transfers take effect?

Please contact your Natural England office for confirmation of when your transfer will take effect, the impact on any outstanding payments and the process, in addition to the completion of the Transfer Request Form, that needs to be followed.

Natural England recommends that each party involved in a transfer takes independent legal advice to ensure that their respective obligations or liabilities are built into the relevant transfer documentation (for instance the contract of sale or the lease agreement). However Natural England cannot reimburse any costs incurred in the transfer process.

If a transfer is progressing and has not been fully processed at the time of the annual claim submission the owner/occupier will need to countersign the claim form for the land they will be taking on. Please contact your local Natural England office for the counter signatory annex to the claim form.

7.9 Amendments to the Agreement

7.9.1 Changes requested by the Agreement Holder

The Agreement Holder should be able to carry out the options and management under their agreement without difficulty. However, should an exceptional situation arise where an Agreement Holder needs to change the choice or location of management options, Natural England will consider requests to amend the agreement. Repayment of all or part of previous payments may be required. Natural England will also consider requests by the Agreement Holder to amend the agreement to enhance delivery of the environmental benefits.

Continuity of management is important during the lifetime of the agreement if the environmental benefits sought are to be achieved. Natural England will therefore only agree to changes that are absolutely necessary.

No amendments to or rescheduling of approved capital items is permitted.

To request an amendment the Agreement Holder must download, complete and submit the CS Amendment Request Form www.gov.uk/government/collections/countryside-stewardship-forms and return this to their local Natural England Technical Services office. Natural England must agree to the request before the Agreement Holder makes any changes to their location or management. All amendments come into effect from on 1 January of the next calendar year. The amendment will not be valid until the Agreement Holder has received a letter from Natural England agreeing to the amendment and advising them of the date from which it will take effect. Written confirmation will be provided by Natural England if the request is successful. The Agreement Holder must continue to manage their agreement under the existing prescriptions until the date the amendment takes effect, as set out in the formal confirmation of the amendment. The Agreement Holder may also need to contact the RPA to notify them of changes to their Holding.

7.9.2 Variation of agreements by Natural England

Very rarely, it may be necessary for Natural England to vary the agreement in line with changes to European law and in other exceptional circumstances. In applying for the scheme, the Agreement Holder accepts that such changes may be made at any time. Natural England will make such changes available on its website in a List of Changes document. Where the changes are significant in affecting the land management required, or affect financial aspects of the agreement, Natural England will give the Agreement Holder notice of this in writing.

If adjustments are required to meet changes in EU Regulations, relevant mandatory standards, requirements or obligations and the Agreement Holder is not prepared to accept these changes, the commitment will expire and reimbursement will not be required for that commitment.

8. Selecting the best management options and capital items

How to select the right combination of options which best deliver local environmental priorities (and which will increase the application score).

8.1 Countryside Stewardship: Grants tool

The Countryside Stewardship Grants tool at: www.gov.uk/countryside-stewardship-grants provides a description of each option and capital item that the scheme offers. This includes the value of the option or item, the eligibility requirements and an outline of what is required to implement it successfully. The tool offers an easy way to filter the full list by a number of search criteria. Alternatively two PDF documents providing the same information for the options and capital items are available at: <https://www.gov.uk/government/publications/countryside-stewardship-higher-tier-manual-for-1-january-2017-agreements>.

8.2 Statements of Priorities

Applicants are encouraged to select options and capital items that are closest to the environmental priorities for their area. These are described in Statements of Priorities (www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities) and priority maps that cover the whole of England. Applicants can use them to:

- identify the priority features and issues being targeted in their area; and
- choose which options to include as part of an application.

8.3 Applying for the Wild Pollinator and Farm Wildlife Package

Applicants interested in delivering outcomes for farm wildlife can use the Wild Pollinator and Farm Wildlife Package to help simplify their choices. It suggests combinations of options that can deliver the essential resources (i.e. year-round food, shelter and nesting places) that many species need to thrive.

Monitoring evidence is now showing that farmland biodiversity will respond positively if the right agri-environment options are put in the right places and at the right scale. Experience from Environmental Stewardship has shown that the package approach is the best way to deliver the needs of farm wildlife.

Packages are available for arable farms, pastoral farms and mixed farms. See Annex 3 for more information.

Higher Tier applicants need to apply for options linked to the package across 5% of the application area.

Higher Tier applicants interested in deploying the Wild Pollinator and Farm Wildlife Package should tick the relevant box on their application form.

The package is most suited to holdings where an expiring HLS agreement has delivered good outcomes for farmland biodiversity, such as by deploying the HLS Farmland Bird Package (note: the packages available within Countryside Stewardship are a development of this approach).

However, other holdings that coincide with important areas for wild pollinators and/or farmland birds will also be eligible to undertake the package within a Higher Tier agreement, provided that the holding is suitable. Like all Higher Tier agreements, the selection, placement and management of the options that make-up your package will be discussed with your Natural England adviser, who will work with you to tailor the options to the species and features on the farm and the farm type or situation.

8.4 Actions for Priority Habitats

One of the main priorities for Countryside Stewardship is to protect and enhance wildlife diversity (biodiversity) so the scheme offers many options and capital items that can help to help maintain, restore and create wildlife habitats on farmed and forested land in England.

Applicants should use the CS statements of priorities www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities to see the priority habitats their area.

New habitats can be created on land currently under arable, intensive grassland or forestry usage.

Successful applications are most likely to include management options and capital items that:

- extend or link habitat to increase connectivity and reduce fragmentation;
- improve the condition of river, lakes and wetland affected by diffuse water pollution; and/or, to help reduce flood risk.

8.5 Actions for Priority Species

Countryside Stewardship is the main mechanism for delivering changes in land management necessary to meet many of our national and international commitments relating to species conservation in England, in particular:

- for species protected under the EU Birds and Habitats Directives;
- delivering the Government's *Biodiversity 2020* commitment to priority species;
- making a key contribution to the delivery of the government's National Pollinator Strategy.

Most of England's priority species require land management partly or wholly delivered by Countryside Stewardship (and predecessor schemes) for their conservation.

Meeting these requirements will typically involve tailoring editable elements of option prescriptions or deploying the Wild Pollinator & Farm Wildlife Package to provide the right mix of options (see Annex 3).

Applicants should use the Statements of Priorities www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities to see the species and habitat priorities for the scheme in their area.

8.6 Actions to address water quality issues

The information provided at Annex 6 can be used with the water quality sections of the Statements of Priorities (www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities) to identify the types of options that can be used to address local water quality priorities.

Annex 1

Terms and Conditions

PARTIES

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

BACKGROUND

- (A) The Authority has agreed to pay the Grant to the Agreement Holder on the terms and conditions set out below and in the Agreement Document.
- (B) The Authority is a delivery body responsible for managing Countryside Stewardship, the scheme under which the Grant is paid, which forms part of the wider RDPE. The Managing Authority has overall responsibility for the RDPE and may, acting itself or through the Paying Agency, directly enforce any terms of the Agreement against the Agreement Holder in accordance with clause 28.2.
- (C) Grants made under Countryside Stewardship are paid for Capital Items and/or Multi-Year Options (as defined below). Details of the individual Agreement Holder's Capital Items and/or Multi-Year Options are set out in the Agreement Document.
- (D) These terms and conditions apply to Countryside Stewardship and should be read in conjunction with the details of the Grant set out in the Agreement Document, which are individual to the Agreement Holder. These terms and conditions and the Agreement Document (including the supporting documents specified therein) together form the agreement between the Authority and the Agreement Holder ("the **Agreement**").
- (E) Additional Scheme requirements and more detailed information and guidance are set out in the Countryside Stewardship Manual. The Agreement Holder must familiarise itself with this document and ensure that it complies with all mandatory elements of the Countryside Stewardship Manual as a condition of receiving the Grant.
- (F) 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 2a

List of Higher Tier multi-year options and capital items

Option	Name	Payment Rate Option
AB1	Nectar flower mix	£511/ha
AB2	Basic overwinter stubble	£84/ha
AB3	Beetle banks	£573
AB4	Skylark plots <i>*1 (£9 per plot, minimum 2 plots /ha)</i>	£18/ha *1
AB5	Nesting plots for lapwing and stone curlew	£524/ha
AB6	Enhanced overwinter stubble	£436/ha
AB7	Whole crop cereals	£495/ha
AB8	Flower-rich margins and plots	£539/ha
AB9	Winter bird food	£640/ha
AB10	Unharvested cereal headland	£640/ha
AB11	Cultivated areas for arable plants	£532/ha
AB12	Supplementary winter feeding for farmland birds <i>*2 for every 2 ha of winter bird food</i>	£632/tonne *2
AB13	Brassica fodder crop	£100/ha
AB14	Harvested low input cereal	£266/ha
AB15	Two year sown legume fallow	£522/ha
AB16	Autumn sown bumblebird mix	£550/ha
BE1	Protection of in-field trees on arable land	£420/ha
BE2	Protection of in-field trees on intensive grassland	£190/ha
BE3	Management of hedgerows <i>*3 £8/100 for 1 side of hedge £16/100m for 2 sides of hedge</i>	*3
BE4	Management of traditional orchards	£212/ha
BE5	Creation of traditional orchards	£281/ha
BE6	Veteran tree surgery	£221/tree
BE7	Supplement for restorative pruning of fruit trees	£62/tree
CT1	Management of coastal sand dunes and vegetated shingle	£217/ha
CT2	Creation of coastal sand dunes and vegetated shingle on arable land and improved grassland	£314/ha
CT3	Management of coastal saltmarsh	£77/ha
CT4	Creation of inter-tidal and saline habitat on arable land	£442/ha
CT5	Creation of inter-tidal and saline habitat by non-intervention	£271/ha
CT6	Coastal vegetation management supplement	£117/ha
CT7	Creation of inter-tidal and saline habitat on intensive grassland	£276/ha
ED1	Educational access	£290/visit
GS1	Take field corners out of management	£365/ha
GS2	Permanent grassland with very low inputs (outside SDAs)	£95/ha
GS3	Legume and herb-rich swards	£331/ha
GS4	Legume and herb-rich swards	£309/ha

Option	Name	Payment Rate Option
GS5	Permanent grassland with very low inputs in SDAs	£16/ha
GS6	Management of species-rich grassland	£182/ha
GS7	Restoration towards species-rich grassland	£145/ha
GS8	Creation of species-rich grassland	£267/ha
GS9	Management of wet grassland for breeding waders	£264/ha
GS10	Management of wet grassland for wintering waders and wildfowl	£157/ha
GS11	Creation of wet grassland for breeding waders	£406/ha
GS12	Creation of wet grassland for wintering waders and wildfowl	£310/ha
GS13	Management of grassland for target features	£90/ha
GS14	Creation of grassland for target features	£253/ha
GS15	Haymaking supplement	£85/ha
GS16	Rush infestation control supplement	£73/ha
GS17	Lenient grazing supplement	£44/ha
HS1	Maintenance of weatherproof traditional farm buildings	£3.25/m ²
HS2	Take historic and archaeological features out of cultivation	£425/ha
HS3	Reduced-depth, non-inversion cultivation on historic and archaeological features	£79/ha
HS4	Scrub control on historic and archaeological features	£137/ha
HS5	Management of historic and archaeological features on grassland	£30/ha
HS6	Maintenance of designed / engineered water bodies	£440/ha
HS7	Management of historic water meadows through traditional irrigation	£440/ha
HS8	Maintenance of weatherproof traditional farm buildings in remote areas	£6.73/m ²
HS9	Restricted depth crop establishment to protect archaeology under an arable rotation	£174/ha
LH1	Management of lowland heathland	£274/ha
LH2	Restoration of forestry and woodland to lowland heathland	£184/ha
LH3	Creation of heathland from arable or improved grassland	£517/ha
OP1	Overwintered stubble	£116/ha
OP2	Wild bird seed mixture	£640/ha
OP3	Supplementary feeding for farmland birds <i>*4 for every 2 ha of wild bird seed mixture</i>	£494/tonne *4
OP4	Multi species ley	£115/ha
OP5	Undersown cereal	£86/ha
OR1	Organic conversion – improved permanent grassland	£75/ha
OR2	Organic conversion – unimproved permanent grassland	£50/ha
OR3	Organic conversion – rotational land	£175/ha
OR4	Organic conversion – horticulture	£400/ha
OR5	Organic conversion – top fruit	£450/ha
OT1	Organic land management – improved permanent grassland	£40/ha
OT2	Organic land management – unimproved permanent grassland	£20/ha
OT3	Organic land management – rotational land	£65/ha
OT4	Organic land management – horticulture	£200/ha
OT5	Organic land management – top fruit	£300/ha
OT6	Organic land management – enclosed rough grazing	£8/ha

Option	Name	Payment Rate Option
SP1	Difficult sites supplement	£62/ha
SP2	Raised water level supplement	£127/ha
SP3	Bracken control supplement	£153/ha
SP4	Control of invasive plant species supplement	£324/ha
SP5	Shepherding supplement	£7/ha
SP6	Cattle grazing supplement	£45/ha
SP7	Introduction of cattle grazing on the Scilly Isles	£279/ha
SP8	Native Breeds at Risk supplement	£94/ha
SP9	Threatened species supplement	£120/ha
SP10	Administration of group managed agreements supplement	£6/ha
SW1	4-6m buffer strip on cultivated land	£353/ha
SW2	4-6m buffer strip on intensive grassland	£170/ha
SW3	In-field grass strips	£557/ha
SW4	12-24m watercourse buffer strip on cultivated land	£512/ha
SW5	Enhanced management of maize crops	£133/ha
SW6	Winter cover crops	£114/ha
SW7	Arable reversion to grassland with low fertiliser input	£311/ha
SW8	Management of intensive grassland adjacent to a watercourse	£202/ha
SW9	Seasonal livestock removal on intensive grassland	£88/ha
SW10	Seasonal livestock removal on grassland in SDAs next to streams, rivers and lakes	£36/ha
SW11	Riparian management strip	£440/ha
SW12	Making space for water	£640/ha
SW13	Very low nitrogen inputs to groundwaters	£251/ha
SW14	Nil fertiliser supplement	£131/ha
UP1	Enclosed rough grazing	£39/ha
UP2	Management of rough grazing for birds	£88/ha
UP3	Management of moorland	£43/ha
UP4	Management of moorland vegetation supplement	£10/ha
UP5	Moorland re-wetting supplement	£18/ha
UP6	Upland livestock exclusion supplement	£16/ha
WD1	Woodland creation – maintenance payments	£200/ha
WD2	Woodland improvement	£100/ha
WD3	Woodland edges on arable land	£323/ha
WD4	Management of wood pasture and parkland	£46/ha
WD5	Restoration of wood pasture and parkland	£244/ha
WD6	Creation of wood pasture	£409/ha
WD7	Management of successional areas and scrub	£74/ha
WD8	Creation of successional areas and scrub	£87/ha
WD9	Livestock exclusion supplement – scrub and successional areas	£121/ha
WT1	Buffering in-field ponds and ditches in improved grassland	£201/ha
WT2	Buffering in-field ponds and ditches on arable land	£501/ha
WT3	Management of ditches of high environmental value <i>*5 for the management of both sides of the ditch</i>	£37/100m <i>*5</i>

Option	Name	Payment Rate Option
WT4	Management of ponds of high wildlife value (100 sq m or less)	£103/pond
WT5	Management of ponds of high wildlife value (more than 100 sq m)	£183/pond
WT6	Management of reedbed	£78/ha
WT7	Creation of reedbed	£323/ha
WT8	Management of fen	£39/ha
WT9	Creation of fen	£446/ha
WT10	Management of lowland raised bog	£164/ha
WT11	Wetland cutting supplement	£440/ha
WT12	Wetland grazing supplement	£304/ha

Annex 2b

List of Higher Tier capital items

Code	Capital item	Payment Rate Capital item
BN1	Stone-faced bank repair	£31/m
BN2	Stone-faced bank restoration	£86/m
BN3	Earth bank creation	£13.50/m
BN4	Earth Bank Restoration	£7/m
BN5	Hedgerow Laying	£9.40/m
BN6	Hedgerow Coppicing	£4/m
BN7	Hedgerow Gapping-up	£9.50/m
BN8	Hedgerow supplement – casting up	£3/m
BN9	Hedgerow Supplement - Substantial Pre-Work	£4.10/m
BN10	Hedgerow Supplement - Top Binding and Staking	£3.40/m
BN11	Planting new hedges	£11.60/m
BN12	Stone Wall Restoration	£25/m
BN13	Stone wall supplement - Top wiring	£3.60/m
BN14	Stone wall supplement - Stone from quarry	£44/m
BN15	Stone wall supplement - Difficult sites	£7.90/m
FG1	Fencing	£4/m
FG2	Sheep netting	£4.90/m
FG3	Permanent electric fencing	£4.90/m
FG4	Rabbit fencing supplement	£2.50/m
FG5	Fencing supplement – difficult sites	£1.24/m
FG6	Invisible Fencing System	£1.80/m
FG7	Anti-predator combination fencing	£11.10/m
FG8	Anti-predator temporary electric fencing	£2.85/m
FG9	Deer fencing	£7.20/m
FG10	Temporary deer fencing	£5.20/m
FG11	Deer enclosure plot	£136/unit
FG12	Wooden Field Gate	£390/gate
FG13	Stone gate post	£280/post

Code	Capital item	Payment Rate Capital item
FG14	Badger Gates	£135/gate
FG15	Water Gates	£240/gate
LV1	Cattle grid	£835/item
LV2	Livestock handling facilities	up to 80% of costs
LV3	Hard bases for livestock drinkers	£110/base
LV4	Hard bases for livestock feeders	£170/base
LV5	Pasture pumps and associated pipework	£220/pump
LV6	Ram pumps and associated pipework	£1,480/pump
LV7	Livestock troughs	£110/trough
LV8	Pipework for livestock troughs	£2.65/m
PA1	Implementation Plan	£1,100/plan
PA2	Feasibility study	up to 100% of actual costs
RP1	Resurfacing of gateways	£92/gateway
RP2	Gateway relocation	£340/gateway
RP3	Watercourse crossings	£300/crossing
RP4	Livestock and machinery hardcore tracks	£33/m
RP5	Cross drains	£245/drain
RP6	Installation of piped culverts in ditches	£340/culvert
RP7	Sediment ponds and traps	£10/m ²
RP8	Constructed wetlands for the treatment of pollution	50% of costs
RP9	Earth banks and soil bunds <i>*1 1 for or each unit (100m of bund)</i>	£155/unit *1
RP10	Silt filtration dams or seepage barriers	£75/unit
RP11	Swales	£5.95/m ²
RP12	Check dams and woody debris dams	£42 for each dam
RP13	Yard - underground drainage pipework	£5.50/m
RP14	Yard inspection pit	£200/unit
RP15	Concrete yard renewal	£27.14/m ²
RP16	Rainwater goods	£11.40/m
RP17	Storage tanks underground	£350/m ³
RP18	Above ground tanks	£100/m ³
RP19	First-flush rainwater diverters/downpipe filters	£125/unit
RP20	Relocation of sheep dips and pens	£3,675/unit
RP21	Relocation of sheep pens only	£1,830/unit
RP22	Sheep dip drainage aprons and sumps	£18.25/m ²
RP23	Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	£68/unit
RP24	Lined biobed plus pesticide loading and washdown area	£118/m ²
RP25	Lined biobed with existing washdown area	£77/m ²
RP26	Biofilters	£990/unit
RP27	Sprayer or applicator load and wash-down area	£40/m ²

Code	Capital item	Payment Rate Capital item
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores, silage stores)	£62/m ²
RP29	Self-supporting covers for slurry stores	£30.50/m ²
RP30	Floating covers for slurry stores and lagoons	£5.60/m ²
RP31	Equipment to disrupt tramlines in arable areas	£1,500/machine
SB1	Scrub control and felling diseased trees	See*2 below
SB2	Scrub control - difficult sites	80% of actual costs
SB3	Tree removal	£144/tree
SB4	Chemical Bracken Control	£170/ha
SB5	Mechanical Bracken Control	£169/ha
TE1	Planting Standard Hedgerow Tree	£8.80/tree
TE2	Planting Standard Parkland Tree	£24.50/tree
TE3	Planting Fruit Trees	£22.50/tree
TE4	Supply and plant tree	£1.28/tree
TE5	Supplement for use of individual tree-shelters	£1.60/unit
TE6	Tree Guard (Tube and mesh)	£4/guard
TE7	Tree Guard (Wood post and rail)	£59.50/guard
TE8	Tree Guard (wood post and wire)	£84/guard
TE9	Parkland tree guard - welded steel	£170/tree
TE10	Coppicing Bank-side Trees	£52/tree
TE11	Tree surgery <i>*5 £96.50/tree when cutting limbs up to & including 20cm in diameter £200/tree when cutting limbs over 20cm in diameter</i>	*3
TE12	Stump grinding	£24/stump
TE13	Creation of dead wood habitat on trees	£175/tree
TE14	Identification of orchard fruit tree varieties	£29/variety
AC1	Access capital items	Up to 100% of actual costs
AC2	Countryside Educational Visits Accreditation Scheme (CEVAS)	£175 once/ agreement
FM1	Management of geodiversity features	Up to 100% of actual costs
FM2	Major preparatory work for Priority Habitats (creation and restoration) and Priority Species	Up to 100% of actual costs
HE1	Historic and archaeological feature protection	Up to 100% of actual costs
HE3	Removal of eyesore	£290/item
WB1	Small Wildlife Box	£28.50/box
WB2	Medium Wildlife Box	£39/box
WB3	Large Wildlife Box	£100/box
WN1	Blocking Grips or Drainage Channels	£14.80/block
WN2	Creation of scrapes and gutters	£2.80/m ²
WN3	Ditch, Dyke and Rhine restoration	£7.30/m

Code	Capital item	Payment Rate Capital item
WN4	Ditch, Dyke and Rhine Creation	£8.40/m
WN5	Pond Management (first 100 sq m)	£270/pond
WN6	Pond Management (areas greater than 100 sq m)	£170/100m ²
WN7	Restoration of large water bodies	Up to 100% of actual costs
WN8	Timber Sluice	£315/sluice
WN9	Brick, Stone or Concrete Sluice	£2,480/sluice
WN10	Construction of water penning structures	Up to 100% of actual costs
FY1	Deer high seat	£300/unit
FY2	Woodland infrastructure	40% of actual costs

*2 – Scrub control and felling diseased trees (SB1) rates:

Method of removal	Stem diameter	Percentage covered per ha	Payment per ha
Machine cut	Less than 7cm	Under 50%	£260
Machine cut	Less than 7cm	50% and over	£520
Machine cut	7cm and above	Under 50%	£520
Machine cut	7cm and above	50% and over	£1,040
Manual cut	Not applicable	Under 50%	£980
Manual cut	Not applicable	50% and over	£1,680

Annex 3

Applying for the Higher Tier Wild Pollinator and Farm Wildlife Package

1. What are we trying to achieve?

The aim of the Wild Pollinator & Farm Wildlife Package (WPFWP) within the Higher Tier is to:

Create and maintain the conditions needed to make a noticeable difference to farm wildlife populations on a holding, and enable it to act as a source for enhancing biodiversity in the surrounding landscape, working in synergy with farms deploying Mid-Tier packages.

To meet this aim, **at least 5%** of farmed land on a holding is required to be entered into the options that deliver the **three essential resources** needed to ensure wild pollinators and declining farmland birds survive and thrive. This is a development of the 'Big 3' approach used in the ES Farmland Bird Packages, and comprises of:

- Essential Resource 1: Nectar and pollen sources for insect pollinators and insect-rich foraging for birds;
- Essential Resource 2: Nesting, hibernation and sheltering habitat for insect pollinators and birds; and
- Essential Resource 3: Winter food for seed-eating birds.

The scheme rules for Countryside Stewardship allow applications to be part-farm ie the applicant may wish to apply the package over a proportion and not all of the holding. Applicants can therefore discuss with their Natural England adviser how much of their 'farmed land' that they wish the package to be applied over.

2. What holdings are being targeted by the Higher Tier WPFWP?

Holdings eligible for consideration for the Higher Tier WPFWP should meet at least one of the following criteria:

- A. Be an expiring Environmental Stewardship agreement targeting farm wildlife which has proven to be a worthwhile investment, based on option delivery and/or evidence of biological responses by key farmland species. This will most likely apply to expiring Higher Level Stewardship agreements, although there may be a limited number of cases where very high quality expiring Entry Level Stewardship agreements justify 'upgrading' to a Higher Tier agreement; and
- B. Be partly or wholly located in a tetrad that supports 3 of the 6 range restricted farmland bird assemblage and/or 7 of the 13 wild bee species associated with the wider countryside (refer to MAGIC at: www.magic.gov.uk/). If the holding intersects one or more of these tetrads, this provides sufficient evidence for eligibility for a Higher Tier agreement including the WPFWP.

Additional priority will also be given to holdings that meet one or both of the above criteria and which are set within a landscape characterised by a good uptake of Mid Tier agreements implementing packages. Such situations offer the best opportunities for boosting farm wildlife populations at a landscape scale, which is a key outcome for CS.

3. How much essential resource options should be provided in an Agreement?

On holdings where essential resources cover 5% of the farmed land, 2% should be under options delivering *Essential Resource 1*, 1% on *Essential Resource 2* and 2% on *Essential Resource 3*. Farmed land is defined here as the area of arable land, temporary grassland and permanent grassland *excluding* the area of any semi-natural habitats (eg species-rich grassland, lowland heathland, woodland, reedbed etc.) that is going to be put under CS options designed for these habitats.

The 5% minimum threshold is based on Winter Bird Food (AB9, OP2), Unharvested cereal headlands (AB10) or the Ryegrass seed-set as winter/spring food for birds (GS3) options providing *Essential Resource 3* (Winter food for seed-eating birds). The minimum could be considerably higher if options involving stubbles contribute towards this resource. Furthermore, some applicants will want to do more than the minimum amounts of options for one or more essential resource. In most situations, the maximum amount of options delivering the three essential resources will be capped at 20% of the farmed land on the holding.

4. Selecting options providing the Essential Resources

A range of CS options can be deployed to provide the essential resources required by wild pollinators and farmland birds (see Table 1). Guidance on managing individual CS options is available at (insert relevant gov.uk link). Like all Higher Tier agreements, the selection, placement and management of the options that make-up your package will be discussed with your Natural England adviser, who will work with you to tailor the options to the species and features on the farm and the farm type/situation. The following **three guiding principles** may help when deciding on the selection, configuration and placement of individual options:

- **Provide a diversity of habitats or options** – to provide greater reliability and resilience of resource delivery;
- **Create networks of habitats** – to benefit as much biodiversity across the farm as possible, and encourage wildlife to move through farmland landscapes (thereby encouraging colonisation of newly-created habitats and helping species to adapt to climate change);
- **Co-locate certain options** together for maximum benefit (e.g. nesting habitat near to suitable foraging habitat).

Table 3 provides some typical option combinations that can be deployed in different farm scenarios, based on these principles, which you may find useful as a basis for developing your application with your Natural England adviser.

5. Additional options

Table 2 provides a list of additional options that target specific features or species on the farm that may require management. These are voluntary and relevant options can be discussed with your Natural England adviser and included, as appropriate, within the application.

6. Developing a Higher Tier WPFWP agreement

The following three steps are designed to guide you through the process of developing a successful Higher Tier WPFWP application:

STEP 1

Work out the area of farmed land on the holding over which the package will apply.

For maximum benefits to farm wildlife, this should ideally be the entire area of farmed land on the holding, but as CS can be part-farm, can be part of the farm. Farmed land is defined here as the area of arable land, temporary grassland and permanent grassland minus the area of any semi-natural habitats (eg species-rich grassland, lowland heathland etc.) that is going to put under options designed for these habitat habitats.

STEP 2

Select option combinations that deliver at least the minimum quantity of the three Essential Resources (based on Table 1), working with your NE adviser to tailor selection and placement according to any priority species that are present on the holding.

STEP 3

Consider whether any of the Additional Options listed in Table 2 may be appropriate to the holding, and discuss/agree their inclusion with your NE adviser

For more information on putting in place the Higher Tier Wild Pollinator and Farm Wildlife Package on your holding please contact your local Natural England adviser to discuss further.

Table 1.

Essential resources to be provided in every Higher Tier Wild Pollinator & Farm Wildlife Package agreement

Resources for Wild Pollinators and Farm Wildlife	Select one or more of the following options		Minimum quantity required per 100 ha of farmed land
Essential Resource 1: Nectar and pollen sources for insect pollinators and insect-rich foraging for birds	To provide at least 0.5 ha per 100 ha of entered farmed land in flowering habitat in early spring using one or more of	BE3 Management of hedgerows (500m per 100ha) WT3 Management of ditches of high environmental value (500m per 100ha) WT1 Buffering in-field ponds and ditches in improved grassland WT2 Buffering in-field ponds and ditches on arable land WD3 Woodland edges on arable land AB11 Cultivated areas for arable plants (autumn-cultivated only)	2 ha (which could be 500m of BE3 or WT3 plus 1.5 ha of summer/autumn options) Note: summer & autumn habitat should, ideally, be a mixture of legume-based (eg AB1), perennial (eg AB8) and annually cultivated areas
	To provide at least 1.5 ha per 100 ha of farmed land of flowering habitat in summer & autumn using one or more of	AB1 Nectar flower mix AB8 Flower-rich margins and plots AB11 Cultivated areas for arable plants AB15 Two-year sown legume fallow AB16 Autumn sown Bumblebird mix GS4 Legume and herb-rich swards (or OP4 Multi-species ley)	
Essential Resource 2: Nesting, hibernation and sheltering habitat for insect pollinators and birds	SW1 4-6m buffer strip on cultivated land SW4 12-24 m watercourse buffer strip on cultivated land AB3 Beetle banks AB5 Nesting plots for lapwing and stone curlew AB11 Cultivated areas for arable plants AB14 Harvested low input cereal GS1 Take field corners out of management (outside SDA) GS13 Management of grassland for target features GS17 Lenient grazing supplement		1 ha as a mixture providing both tussocky grass and bare ground (undisturbed from March until February the following year)
Essential Resource 3: Winter food for seed-eating birds (see section 4.3 for advice on using combinations of these options)	AB9 Winter Bird Food (or OP2 Wild bird seed mixture) AB10 Unharvested cereal headland GS3 Ryegrass seed-set as winter/spring food for birds Note: every agreement should have a minimum of 1 ha per 100 ha of AB9, AB10 or GS3		2 ha <u>or</u> 1 ha plus
	AB6 Enhanced Overwinter Stubble AB13 Brassica fodder crops AB16 Autumn sown Bumblebird mix		2.5 ha <u>or</u>
	AB2 Basic Overwinter Stubble (or OP1 Overwintered stubble) AB7 Whole crop cereals		5 ha <u>or</u> a combination

Table 2.**Additional options targeting specific species or features on the farm that may require management**

Species or feature requiring management:	Select one or more of the following options:
In-field trees	BE1 Protection of in-field trees on arable land BE2 Protection of in-field trees on intensive grassland
Ponds	WT4 Management of ponds of high wildlife value (100 sq m or less) WT5 Management of ponds of high wildlife value (more than 100 sq m)
Supplementary food for seed-eating birds	AB12 Supplementary winter feeding for farmland birds (or OP3 Supplementary feeding for farmland birds)
In-field breeding habitats for skylarks in landscapes dominated by winter cereals	AB4 Skylark plots
Traditional orchards	BE4 Management of traditional orchards
Nest/roost boxes for insects, tree sparrows and bats	WB1 Small wildlife box, WB2 Medium wildlife box, WB3 Large wildlife box (capital items)

Table 3. Example Higher Tier Wild Pollinator & Farm Wildlife Package option combinations for different farm scenarios

Farm scenario	Criteria (+ additional priorities)	Options (areas are per 100 ha of farmed land entered into the agreement)	Cost (£) per annum	Essential resources			Additional options	% of farmed land covered by options	Total cost of the agreement per annum per 100 ha of farmed land entered into the agreement, plus comments
				Food / fuel and insect food	Nesting	Winter bird food			
1. Arable farm on medium-heavy land (all winter cropping) with good hedgerows. Coming out of an HLS agreement that was effectively delivering the HLS Farmland Bird package and is within 3/6 farmland bird tetrad.	Meets both criteria A and B	1500m BE3 Management of hedgerows of high environmental value (both sides)	240	spring	x			4.5% of arable	Total cost pa = £3,285.50 100m of extra hedgerow negotiated
		0.5ha AB8 Flower rich margins and plots	539	Summer / autumn	x				
	(No bespoke species present but within an area of high ELS/Mid Tier uptake)	1ha AB1 Nectar flower mix	511	Summer / autumn					Flower-rich margins, nectar mix and buffer strips should be spread around the holding, adjacent to managed hedgerows where possible
	1ha SW1 4-6m buffer strip on cultivated land	353		x					
	2ha AB9 Winter bird food	1280			x		Winter bird food should be a mix of annual and biennial mixtures		
	AB12 Supplementary feeding on 2ha of Winter bird food	632				x			

Farm scenario	Criteria (+ additional priorities)	Options (areas are per 100 ha of farmed land entered into the agreement)	Cost (£) per annum	Essential resources			Additional options	% of farmed land covered by options	Total cost of the agreement per annum per 100 ha of farmed land entered into the agreement, plus comments
				Food / fuel and insect food	Nesting	Winter bird food			
2. Mixed farm on light soil which retains some spring cropping and unimproved grassland, but with no decent hedgerows. Coming out of an HLS agreement that was effectively delivering the HLS Farmland Bird package, including fallow plots which support breeding lapwing, and is within 3/6 farmland bird tetrad.	Meets both criteria A and B. (Lapwing present and there is a small area of decent unimproved grassland)	1ha AB1 Nectar Flower mix	511	Summer / autumn				10% of arable, although 5ha as stubble still in production with spring cropping; plus 1% of grassland (but still productive)	Total cost pa = £3,561 Cultivated plots are autumn-sown Cultivated arable plant plots, fallow plots and grassland provide multiple nesting opportunities for pollinators. Lapwing nesting plots should, ideally, be located near to unimproved grassland (provided arable fields are suitable)
		0.5ha AB11 Cultivated areas for arable plants	266	spring	x				
		0.5ha AB8 Flower rich margins and plots	270	Summer / autumn					
		1ha AB9 Winter Bird Food	640			x			
		5ha AB2 Basic overwinter stubble	420			x			
		AB12 Supplementary feeding on 1ha of Winter bird food	316				x		
		2ha AB5 Nesting plots for lapwing and stone curlew	1048			x			
		1ha GS13 Management of grassland for target features	90			x			

Farm scenario	Criteria (+ additional priorities)	Options (areas are per 100 ha of farmed land entered into the agreement)	Cost (£) per annum	Essential resources			Additional options	% of farmed land covered by options	Total cost of the agreement per annum per 100 ha of farmed land entered into the agreement, plus comments
				Food / fuel and insect food	Nesting	Winter bird food			
3. 100% grass farm that has some fields cut for silage and some high quality hedgerows and ponds, and areas of semi / unimproved grassland. Within 7/13 pollinator tetrad	Meets criteria B. (decent unimproved grassland, bats present and has several decent ponds)	1000m BE3 Management of hedgerows of high environmental value (both sides)	160	spring				5.5% of grassland, but only 0.5% taken completely out of production (as field corners). Only 3.5% if don't do rye-grass seed- set option (see comment)	Total cost pa = £1,817 extra hedgerow and pond buffering negotiated. Rye grass set-seed option could be removed on farms outside of farmland bird target areas
		1.5ha GS4 Legume and herb-rich swards	463.50	Summer / autumn					
		1 WT4 Maintenance of ponds of high wildlife value <100 sq m	103				x		
		1ha of WT1 Buffering in-field ponds on improved grassland	201	spring					
		0.5ha GS1 Take field corners out of management (outside SDA)	182.50			x			
		0.5ha GS13 Management of grassland for target features	45			x			
		2ha GS3 Ryegrass seed-set as winter/ spring food for birds	662				x		

Annex 4

Woodland improvement and infrastructure (FY2): multi-year option (WD2) and capital items

Purpose

This Annex provides information to support Higher Tier applications for woodland Improvement using multi-year options and/or capital items.

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a) Application timeline for Higher Tier woodland applications

All woodland applications must be made using the map and application pack available on request from Natural England (see Annex 7 for contact details). Guidance and sample forms referred to in this Manual are available on gov.uk at www.gov.uk/government/publications/countryside-stewardship-higher-tier-application-form.

The timeline for woodland applications is:

Action on applicant	Timeline
Request an agreement map and Higher Tier application pack from Technical Services	As soon as possible to allow initial applications to be received by the 31 May
Submit application form, including woodland annex and agreement map to Technical Services	By the 31 May
Develop initial application with a Forestry Commission Woodland Officer, including a site visit, to support an agreed final application, with maps, scoring form and work specifications (where agreed).	After submission of an eligible initial application
Sign and submit agreed final applications with all necessary, quotes, consultations, consents, licences and permissions.	By 30 September

Applications must be made to Natural England by 31 May. Late applications will not be accepted. Applicants should apply as early as possible.

b) Woodland Improvement multi-year (WD2), woodland infrastructure (FY2) and Capital Items

Applications for woodland improvement are made as part of Countryside Stewardship - Higher Tier, using the woodland improvement option WD2 and/or capital items, including woodland infrastructure (FY2).

Applicants can apply for this option and/or capital item(s) in support of the following priority objectives:

- Enhancing priority habitats;
- Enhancing priority species;
- Restoring plantations on ancient woodland sites; and
- Improving resilience to climate change through continuous cover forestry (CCF).

Multi-year

Woodland Improvement option (WD2):

Use of this option is to improve the biodiversity of the woodland and/or make it more resilient to climate change. The guide to support this option can be found at www.gov.uk/countryside-stewardship-grants/woodland-improvement-wd2.

Capital items

Infrastructure (FY2):

This capital item supports improving the management of the woodland through making woodland accessible by road, allowing timber and other forest products to be moved more easily. 40% of actual costs will be paid. The guide to support this item can be found at: www.gov.uk/countryside-stewardship-grants/woodland-infrastructure-fy2.

Others:

A number of woodland improvement capital items can be applied for. Some of these can be applied for on their own, and others have to be applied for in association with other capital items or the WD2 option.

See the table below for more information.

Capital items that can be used stand alone or in association with WD2	Capital items that can only be used in association with WD2	Supplementary capital items that can only be associated with other capital items
FG1 – Fencing FG2 – Sheep netting FG9 – Deer fencing FG10 – Temporary deer fencing FG11 – Deer enclosure plot FY2 – Woodland Infrastructure Stand-alone only: SB1 – Scrub control & felling diseased trees SB2 – Scrub control - difficult sites SB6 – Rhododendron Control SB4 – Chemical bracken control SB5 – Mechanical bracken control	RP5 – Cross drains WN5 – Pond management (first 100 sq m) WB1 – Small wildlife box WB2 – Medium wildlife box WB3 – Large wildlife box RP3 – Watercourse crossings RP6 – Installation of piped culverts in ditches FY1 – Deer high seat WN8 – Timber sluice	FG4 – Rabbit fencing supplement FG5 – Fencing supplement - difficult sites FG12 – Wooden field gate FG14 – Badger gate FG15 – Water gates
Further details for each capital item can be found through the online grants tool at: www.gov.uk/countryside-stewardship-grants		

Where complementary and not funding the same work multi-year and capital woodland improvement options and items can be applied for on the same land.

Capital items funding scrub control, bracken control or rhododendron control cannot be applied for on the same area of woodland as WD2. If these capital items are required, applicants are encouraged to apply for these separately and once completed, claimed and paid then subsequently apply for WD2. It is also possible to selectively apply for WD2 on parts of woodland that are not receiving support from these capital items.

c) Requirements for a Woodland Management Plan

A Forestry Commission (FC) approved, UK Forestry Standard (UKFS) compliant Woodland Management Plan (WMP), is an eligibility requirement for all Countryside Stewardship agreements on existing woodland. The type of plan will depend on the size of woodland: The plan will need to validate CS option and item requirements:

- for woodland equal to or greater than 10ha a “full” Woodland Management Plan will be required;
- for woodland areas less than 10ha a “small” Woodland Management Plan would meet the requirement;

Templates for the full and small management plan can be downloaded from: www.forestry.gov.uk/forestry/INFD-9BMJWE.

The requirement for an FC approved management plan can be met through other non FC templates (but not be funded) for example a plan produced to gain access to the UK Woodland Assurance Scheme (UKWAS). The plan will need to validate CS option and item requirements.

A woodland management plan will meet any requirement for a parkland management plan where required under a Registered Parks and Garden designation, providing Historic England have been consulted on the draft WMP and have consented the proposed management of the wood. Any proposed woodland work needs to be carried out with no detriment to the historic landscape. Compliance with UKFS and the production and use of Operational Site Assessments to cover operational activities will ensure this is achieved.

Amending Management Plans to validate CS applications

There may be cases where the current WMP does not support the proposed Countryside Stewardship application, for example in the case of older plans, where there could be issues with the plan not accurately reflecting the current woodland management objectives, not fully addressing constraints and threats impacting on woodland management, or not being compliant with the prevailing UKFS standard.

There are two amendment options:

Minor

Minor amendments can be made to an existing plan but cannot be grant supported. The amended plan would be submitted to the Woodland Officer for sign off. Amendments and any associated due process would need completing by the 30 September. Due process may involve:

- carrying out any consultations;
- applying for (and being granted) any additional felling permissions required (due to the original WMP having no felling licence linked to it); or
- any other consents required.

Major

Major revisions may be supported through CS support using capital item PA3 to ensure that all plans are compliant with the UK Forestry Standard and are eligible to support a CS application. Applicants should check with their local Woodland Officer to ensure they are eligible for grant to support a major revision to an existing WMP.

Key points:

- eligible plans i.e. UKFS compliant and FC approved need to be in place to support an eligible application by the initial application submission deadline 31 May; and
- where plans need minor amendments to validate specific option item requests i.e. if using WD2 to support a priority objective but that priority objective is not communicated within the plan then a plan amendment would need to be undertaken and in place by the 30 September.

d) Area and Value Eligibility Thresholds

In order to be eligible for higher tier woodland support, the total area of woodland in an application must equal 3ha or more (unless the woodland is a Site of Special Scientific Interest, in which case this threshold lowers to 1ha). The total area for the application can be made up of separate blocks of woodland, but the minimum block size for these is 0.5ha.

If applications are for a mixed application, then the 3ha minimum application size still stands, but this can be made up of land containing both woodland and agri-environment options. The 0.5ha minimum block size for woodland is still applicable in this case.

		Block (ha)	Agreement (ha)
Higher tier woodland applications	Overall area	0.5	3ha woodland-only 1ha woodland SSSI 0.5ha of woodland within a mixed application
	Capital items (including infrastructure applications)	0.5	Minimum value £500

e) Works required under WD2 (Objectives and Prescriptions)

To support delivery of the 4 priority objective there are a set of mandatory (where applicable) work requirements or prescriptions.

The four priority objectives are:

- restore plantations on ancient woodland sites.
- enhance priority habitats.
- enhance priority species
- improve resilience to climate change through continuous cover forestry (CCF)

Key Operational Prescriptions and evidence requirements:

Thin or selectively fell trees	
Prescription	Evidence requirement
Thin or selectively fell (X) hectares of trees.	Before and after photographic evidence.
Regeneration felling	
Prescription	Evidence requirement
Undertake regeneration felling to encourage crown development and/or natural regeneration	Before and after photographic evidence. Use of aerial photography. On site visual checks.
Regeneration planting	
Prescription	Evidence requirement
If, in spaces exceeding 0.25ha, two years after the removal of conifers, natural regeneration of native species has not commenced, or conditions to support natural regeneration of native species are not in place, replant with [species] at 1100 trees per hectare (note. there is a regulatory requirement that felled areas are restocked)	Photographic evidence. On site visual checks.
Silvicultural transformation	
Implementation	Evidence requirement
Implement silvicultural transformation as informed by the Woodland Management Plan.	Monitoring reports. Before and after photographic evidence. On site visual checks of conversion activity and associated record keeping.
Reduce conifers	
Prescription	Evidence requirement
By year 5 reduce the percentage of coniferous species from [x%] to [y%]	Before and after photographic evidence. Aerial photography should be able to differentiate between conifers and broadleaves On site visual check that percentage reduction has been achieved through sampling.
Manage successional scrub	
Implementation	Evidence requirement
Manage successional scrub through cyclical cutting	Before and after photographic evidence. On site visual check that management has been undertaken
Coppicing	
Prescription	Evidence requirement
Re-coppice [x] ha of [y] species	Before and after photographic evidence. On site visual check that re-coppicing has taken place

Squirrel monitoring	
Prescription	Evidence requirement
Where grey squirrels are identified as a threat in the woodland management plan they will be controlled by live or lethal trapping. Trap type and trapping methods must follow any best practice with respect to legality, checking frequency and despatch method. In areas with red squirrels, only live trapping is permitted. Shooting may be undertaken as an additional method of control.	Submission of monitoring reports, invoices submitted, photographic evidence of traps in place at appropriate times of year On site visual check that traps are in place and operational
Veteran trees	
Prescription	Evidence requirement
Release [x] existing and/or recruitment veteran trees from competing tree growth	Before and after photographic evidence On site visual check.
Deer control	
Prescription	Evidence requirement
Where deer control has been identified as required in the woodland management plan: by the end of year 1 of the agreement have in place a deer management plan. Manage deer populations to allow the establishment of appropriate ground flora and understory, preferably by means of lethal control but if this is not deemed effective through fencing deer out of the woodland. Monitor such management and provide reports including, for example, deer cull numbers and photographic evidence from deer exclusion plots in years 3 and 5.	Deer management plan in place, monitoring reports and photographic evidence. On site visual check of efficacy of deer control. Check cull records.
Remove non-native/ invasive species	
Prescription	Evidence requirement
Vegetation management - remove [x] ha of competing and/or non-native or invasive vegetation of [y] species by appropriate mechanical or chemical control.	Before and after photographic evidence On site visual check that such activity has been undertaken.
Permanent open space	
Prescription	Evidence requirement
Create and/or manage [x] ha of permanent open space.	Before and after photographic evidence. Aerial photography may be able to identify open space. On site Visual check that area(s) are kept open.
Rides	
Prescription	Evidence requirement
Create and/or manage (x) metres of access rides	Before and after photographic evidence. Aerial photography may be able to identify new rides. On site visual check.

Ride management	
Prescription	Evidence requirement
Manage (x) metres of ride edges through an (x) zone cutting regime	Before and after photographic evidence. On site visual check that management has been undertaken
Deadwood	
Prescription	Evidence requirement
Create and/or maintain appropriate levels of deadwood habitat in line with UKFS	On site visual check on existence and management of deadwood. Photographic evidence.
Grey squirrel control	
Prescription	Evidence requirement
Where grey squirrels are identified as a threat in the woodland management plan they will be controlled by live or lethal trapping. Trap type and trapping methods must follow any best practice with respect to legality, checking frequency and despatch method. In areas with red squirrels, only live trapping is permitted. Shooting may be undertaken as an additional method of control.	Submission of monitoring reports, supporting invoices submitted, photographic evidence of traps in place at appropriate times of year On site visual check that traps are in place and operational.
Operational Site Planning	
Prescription	Evidence requirement
UKFS compliant operational activities evidenced by completion of an Operational Site Assessment (OSA) or similar	Check that an OSA or similar has been undertaken

f) Maps

Agreement maps

An 'Agreement' map for Woodland Improvement must use the map supplied with the application pack from Natural England.

Please note that there is a 5 day turnaround for the Natural England map request service, applicants must take this extra time into account to ensure an application is submitted by the deadline of 31 May. It is suggested that applicants request a map as early as possible in the process.

Through the map request service, Natural England will provide a blank, base map centred on the land parcel(s) in scope of the application. The option WD2 and/or any woodland capital items must be marked onto the map by hand using the key provided. This map request service can be initiated by calling your local Natural England Technical Services office as provided in Annex 7.

When requesting an application pack Natural England will ask applicants to confirm the presence of any existing Environmental Stewardship (ES) agreements on the land and will discuss any requirements for amendments to ensure eligibility. More detailed eligibility checks will be undertaken at point of initial application receipt.

When contacting Natural England Technical Services, applicants must have the following information to hand:

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

Mapping standards

Using the map supplied applicants are required to:

- mark the location of the proposed area of WD2 and any capital items using a coloured pen. The capital item code(s) should be listed next to them.
- mark fence lines – annotated to show the type of fence (code) is being applied for;
- include their SBI – consisting of 9 digits; application year; and agreement title (as detailed on the application form), to be written on the top right.
- Include the 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
- use black ink for all annotations on the agreement map. If a mistake is made do not use correction fluid, strike through the mistake instead.

Please note that applicants will be responsible for providing updated maps following any agreed changes to the proposed scheme or capital items.

Annotated maps

As part of the process of building up a full application (to be submitted by the 30 September) there will need to be a set of high quality, colour, annotated maps showing location of capital items and specific locations where work prescriptions will be carried out (for example ride mowing) and the specification of the work if required (for example 2 and 3 zone ride mowing). The maps should have clear and concise keys.

These annotated maps should be based on a copy of the base map provided by Natural England or an appropriate OS map (the Natural England map request service can be used, if needed) and can show a mixture of information. For example, as long as the map is clear and legible, a single annotated map could cover the following elements:

- ride creation;
- ride mowing;
- open space creation and management; and
- veteran trees to be worked on.

Annotated maps will be submitted to the Forestry Commission Woodland Officer after the site visit has been completed. Individual Woodland Officers will give applicants a deadline for receiving such maps on a case by case basis.

When the applicant submits both the agreement map and the annotated map(s) the onus is on the applicant to ensure that areas marked on the maps are accurate and tally up with the application. The Woodland Officer will not be checking map areas as part of their work. Any mapping discrepancies are likely to be picked up by the Rural Payments Agency upon inspection and could lead to penalties being imposed.

g) Evidence, Quotes and Monitoring

When applying for woodland capital items, it is sometimes necessary to include photographs with the application showing the proposed location of the capital item object or operation.

The following capital items require photographs to be submitted as part of the final application (the applicant must supply these to Natural England Technical Services before the 30 of September: FG1, FG2, FG4, FG5, FG12, FG14, FG15, SB4, SB5, WN5, WB1, WB2 and WB3).

The capital item FY2 Woodland Infrastructure requires 3 quotes to be provided in the final application (by 30 September). Applicants are encouraged to bear this in mind as they put their application together.

It is recommended that applicants check all requirement details for all capital items at www.gov.uk/countryside-stewardship-grants

Monitoring reports should be submitted electronically unless agreed otherwise with Natural England.

h) Scoring

Overview

Countryside Stewardship is a targeted, competitive scheme and funding is prioritised to those offering the greatest environmental outcomes particularly in relation to biodiversity, water and climate change resilience. Not all eligible applications will be offered an agreement. Woodland applications will be scored on the basis of:

- the location of your application in relation to the priority objective(s) being delivered; and
- how your management intentions will support delivery of the priority objective(s).

Multi-year options and capital items, being applied for, must be spatially linked and delivering against one or more of the four priority objectives (priority habitat, priority species, restoring plantations on ancient woodland sites and improving resilience to climate change).

All scoring has an area-based element and applicants will need to determine the area within the priority objective under which they are applying. This can be checked by visiting the Land Information Search (LIS) website (www.forestry.gov.uk/england-lis).

Process

Action	Responsibility	When
Complete and submit score form (annex 2e of the application form)	Applicant	By 31 May
Does the score meet or exceed the threshold (1100 points)	Technical Services	On receipt of initial application
Initial Ranking	Woodland Officer	After 31 May
Final Ranking	FC National Office	After 30 September

- applicants must submit a completed self-scoring form as part of their woodland application by the 31 May;
- Natural England Technical Services will compare this self-score against a threshold score of 1100 points;

- on closure of the initial application window (31 May) a Woodland Officer will review the scores of all applications received and provide applicants with an indication of the likelihood of their applications being able to progress through the final ranking in October;
- on closure of the final application submission window (30 September) applications will need to have will need to have a final and agreed score associated with their final application;
- final applications will be ranked against a nationally determined “cut-off” score informed by the value of final applications submitted and the funding available to support agreements for that year;
- ranking will be applied separately to woodland only applications, mixed applications and agri-environment only applications.

Scoring multi-year options and capital items

Where multi-year options and capital items fall on the same piece of land it is the multi-year option only that is scored.

Multi-year options

A base score is allocated together with an additional area based score. Supplementary scores may be allocated for being within a woodland bird assemblage and/or a woodland SSSI and/or meeting more than one priority objective.

Formula: base score + (area based score x ha of activity) + supplementary score(s) = total score

Scoring capital items

“Stand-alone” capital items can be scored when not on the same area of land as a multi-year option. The area based element of the score is determined using an ‘area of Influence’.

Formula: base score + (area based score x ha of influence) + supplementary score(s) = total score

The table below shows the ‘area of Influence’ for each “stand-alone” capital item:

Capital Item	Description of area of influence
FG1 – Fencing	The area of woodland protected by the fence.
FG9 – Deer fencing	The area of woodland protected by the fence.
FG10 – Temporary deer fencing	The area of woodland protected by the fence.
FY2 – Infrastructure	The area of woodland that the infrastructure will provide access to and bring into management.
SB1 – Scrub control	The area of land receiving support for scrub control.
SB2 – Scrub control – difficult sites	The area of land receiving support for scrub control.
SB4 – Chemical bracken control	The area of land receiving support for bracken control.
SB5 – Mechanical bracken control	The area of land receiving support for bracken control.
SB6 – Rhododendron control	The area of land receiving support for rhododendron control.

Annex 5

Common land and shared grazing: additional information

Introduction

This Annex contains important additional information relevant to a Higher Tier Countryside Stewardship (CS) application on common land and shared grazing.

In the context of this Manual 'common land' means:

- land registered as common land in a register of common land kept under Part 1 of the Commons Act 2006; or
- land to which Part 1 of that Act does not apply and which is subject to rights of common within the meaning of that Act.

This is drawn from the definition of 'common land' given in schedule 5 of the Commons Act 2006.

'Shared grazing' means communal pasture where graziers have a legal entitlement to graze (for example, a pasture used jointly by tenants) where the land is not registered as common land.

In the term 'commons association' the word 'association' is used to cover landowners, sporting tenants and graziers working together in an association or group unless otherwise stated.

Due to the complexity of tenure, common land and shared grazing agreements are only available via the Higher Tier of CS and for 10 years duration. A Natural England adviser will work with applicants to build a suitable application. Organic maintenance and conversion options in CS are not available on common land or shared grazing.

Applicants for CS on common land or shared grazing must read this Annex in conjunction with the relevant sections of the Higher Tier Manual. Where there is any inconsistency between this Annex and the main body of the Higher Tier CS Manual, this Annex takes precedence. Also, where it states in this Annex that an agreement holder must do something, it is a requirement (along with the mandatory elements of the Higher Tier CS Manual) of your Higher Tier CS agreement.

If the Higher Tier CS application is made by the landowner who owns the whole common and has sole use and rights to the land, the common can be entered as the landowner's holding or be attached to the landowner's holding as part of a standard application. In these circumstances this Annex does not apply, and a supplementary application form does not need to be completed.

If the Higher Tier CS application will be made by someone who does not have sole use of the land and where there will be two or more beneficiaries to the CS agreement, this Annex will apply. A common land and shared grazing supplementary application form at: www.gov.uk/government/publications/countryside-stewardship-common-land-and-shared-grazing-supplementary-application must be completed and an internal agreement must be established, signed by all the parties to the CS application, specifying the obligations placed on each person and the payments they may expect to receive.

Establishment of an effective internal agreement will be a condition of a CS agreement offer and a copy of the signed agreement, including the financial information, must be submitted to Natural England before the CS agreement can commence. Natural England or the RPA cannot be involved in drafting the document or in any

dispute about its operation. However, we will require the internal agreement to be fit for purpose, equitable and reflect the respective parties' contribution to the scheme. If the internal agreement does not fulfil these requirements and amendments cannot be agreed, then Natural England may decide that a CS agreement cannot be offered. During the agreement term, Natural England may ask to see formal evidence that the internal agreement operates effectively, minutes of recent meetings and distributions of funds for example.

In all cases where there are 5 or more parties benefiting from or contributing to the delivery of the CS agreement, a more formal commons association must be established with officers to manage the association.

Where there is no known landowner, for example, where ownership is recorded as unknown on the commons register, please discuss the circumstances with a Natural England adviser. Where there is no known landowner ownership will almost always be vested with the local authority. In addition, responsibility for management of some commons is vested in the local authority under a scheme for the regulation and management of a common made under the Commons Act 1899, including in some cases where the common has no known owner. In such cases, the local authority will be required to consent to the application. Where the landowner cannot be identified or contacted, a full explanation to Natural England will be required to progress an application.

Part common agreements are only permitted under exceptional circumstances, on a case-by-case basis, as agreed with Natural England.

Before making an application

In addition to the requirements outlined in the Higher Tier CS Manual, to make an application in respect of common land or shared grazing each of the steps set out below must be completed.

Step 1: consult stakeholders

Where a common has not previously been subject to an agri-environment agreement, or where consultation is required to bring the land owner(s), rightsholders and other stakeholders together in support of the management proposals, activities to develop awareness, understanding and agreement across these interest groups will be required before a CS application can be made. The extent of public engagement required will depend upon the management change which is being considered within the CS agreement. Further guidance is given in Note A at the end of this Annex.

Step 2: select a representative/agreement signatory

Once potential applicants have read this guidance, and have decided to pursue a CS application, they will need to agree on the person who will make the application on their behalf. Natural England will require a letter of authority signed by all potential participants in the CS agreement, landowner, sporting rights holders and graziers. This person (who can be an agent) will be the main business contact for the CS application and subsequent CS agreement. This person will sign the CS agreement on behalf of the group or association, act on behalf of the association and receive the payments. Throughout the remainder of this document this person will be referred to as 'the applicant'.

Step 3: start to establish a group with an internal agreement

If there is already an association in place, it is acceptable to continue it, provided that it can fulfil the minimum requirements set out in this Annex.

If an existing commons association covers a number of commons, a separate group of members must be formed (under the auspices of the association) to create an internal agreement for their common where it is the subject of a CS application.

If help is needed to set up an association, this may be available from farmers' representative bodies, a federation of commoners, commons councils, a land or agricultural agent or surveyor, or a solicitor specialising in rural practice. They may charge for assistance but note the Administration of group managed agreements supplement (SP10), see www.gov.uk/countryside-stewardship-grants/administration-of-group-managed-agreements-supplement-sp10 is available of up to £6/hectare/year to cover the administrative costs of establishing and managing a CS agreement where there are 2 or more parties involved. This payment is intended to make a contribution towards the cost of drawing up internal agreements in accordance with the particular requirements of CS.

To establish a valid association

The association must effectively represent all those who have a legal and active interest in the management of the land. The landowner, all the active commoners or graziers and other people who may have a legal or active interest in managing the common or shared grazing, the owner of the shooting rights for example, must be consulted. Whilst some landowners may not wish to be involved, they may wish to be represented by their agents or their tenants who are permitted to graze or utilise rights; always consider the landowners' surplus in any negotiations.

The internal agreement must involve all the active rights holders but inactive rights holders must also be considered, especially those who have the capacity to exercise their rights, as they may wish to do so during the course of the agreement. Some rights holders may lease their rights and this will need taking into account. Rights of common attached to land cannot be leased for a term longer than two years (although the lease can be renewed at the end of each term): an Rural Payments Agency (RPA) inspector or other inspector or auditor may ask to see evidence of any lease.

Those who express a wish not to participate in the CS agreement or have a grievance must also be contacted. Their existing management practices and proposals for changes must be considered in case they could jeopardise the objectives and requirements of the internal agreement and CS application. It may be possible to address their concerns and make them a party to the internal agreement and CS application. Alternatively, since they can legally exercise their rights on the common, it may be necessary to negotiate ways to fulfil their aims without prejudicing the internal agreement and CS application. Decisions must be recorded in order to address any disputes that occur at a later date.

To ensure all potential participants, landowner, sporting rights holders and graziers, in the CS agreement are consulted and briefed, the potential participants in the CS agreement can be consulted individually, or in small groups, or at a general meeting. A general meeting can also serve to brief individuals and organisations that have an interest in the land, for example Natural England if the land or part of it is a Site of Special Scientific Interest (SSSI), or members of the community. Notices may be placed in local newspapers and at access points to the common.

Where the group will have 5 or more members, officers must be appointed to manage the association – a chairman, secretary and a treasurer are essential. These must not all be from one family or enterprise, (for example, they must have separate single business identifiers (SBIs)), and they must reflect the breadth of beneficiaries in the agreement. The written constitution must authorise these officers and the applicant to conduct certain specified business on behalf of the association, to open and operate a bank account, for example.

A formula must be agreed to allocate payments to members of the association or group, this formula can apportion payments according to their contribution and levels of responsibility.

A written constitution must be agreed. A draft or template constitution may be obtainable from the bodies or individuals able to provide assistance mentioned above, but the applicant must make sure that

the constitution meets the needs of the particular circumstances of the group. The constitution must:

- define membership requirements and list the members;
- identify responsibilities and officers;
- set out governance for decision making and meetings;
- identify group commitments;
- set out how the CS agreement payments will be disbursed;
- define how the multi-annual options and requirements for capital items will be complied with on the common or shared grazing;
- define a management mechanism for decision making and the resolution of disputes; and
- set out how changes in membership will be accommodated.

The internal agreement must make provision for increases in grazing livestock numbers by those not involved in the CS agreement. Where there is a maximum level of stocking prescribed in the CS agreement, a clause must be inserted in the internal agreement to state that the graziers already involved in the CS agreement will, if necessary, reduce their stock numbers in order for the overall level of stocking to stay within this maximum.

Full records must be kept of all the meetings at which the decisions set out above were agreed.

Negotiation of the internal agreement can provide the opportunity to agree husbandry practices that help participants work together to manage the common or shared grazing.

Establishment of an effective internal agreement will be a requirement of a CS agreement offer and a copy of the signed agreement, including the financial information, must be submitted to Natural England before the CS agreement offer can be made. Natural England or the RPA cannot be involved in drafting the document or in any dispute about its operation.

Compliance with the CS agreement will be the shared responsibility of those who are party to the internal agreement, but day to day administration will be the particular responsibility of the applicant.

Step 4: open a bank account

Create a bank account on behalf of the association. A bank will need to see evidence that the association has authorised the opening of an account and the signing of instructions to the bank (such as cheques), so the applicant will need to produce a record of the meeting which gave instructions for an account to be opened and operated.

Step 5: contact Natural England and complete an application form

Natural England will contact potential applicants in good time to discuss a CS application. If the common or shared grazing is in an existing agri-environment agreement, applicants will need to check this Annex to ensure that they are able to meet scheme requirements.

If you are not an existing Higher Level Stewardship agreement holder, make yourself known to Natural England to discuss your proposed application. If you decide to proceed, you must submit an application form by 30 April. A CS agreement will start on 1 January.

Step 6: register an Single Business Identifier and check the Land Management System

There must be a separate Single Business Identifier (SBI) for the association (even if members of the association already have their own SBIs). The individual beneficiaries who are part of the association will also need to be registered with the RPA at: www.gov.uk/claim-rural-payments

The person, who applies to register the commoners' or graziers' association with the RPA, should be the main business contact for all communication between the RPA, Natural England and the association, in other words, the applicant.

The applicant will need to check that the common is registered correctly on the Rural Land Register (RLR), liaising with the other participants to agree how to enter the land into a CS agreement. The applicant should also resolve any boundary issues with neighbouring commons and farms before applying.

Step 7: negotiate an application with Natural England

It is recommended that potential applicants read the Higher Tier CS Manual so that they can consider their options and begin discussions within their association at an early stage. The common land and shared grazing supplementary application form available at: www.gov.uk/government/publications/countryside-stewardship-common-land-and-shared-grazing-supplementary-application must be completed and the applicant must be able to declare on the supplementary form that:

- the landowner of the common or shared grazing consents to the CS agreement; and
- the RPA customer registration (SBI) for the common or shared grazing includes the names and SBIs of all people who will benefit from or contribute to the delivery of the CS agreement.

Step 8: Site of Special Scientific Interest consent

The CS agreement offer will be subject to a formal notice and consent process.

Where the common or shared grazing includes Site of Special Scientific Interest (SSSI) land, if new members wish to join the association during the CS agreement period, to deliver management as part of the CS agreement, the association must refer the matter to Natural England, since the changes may need to be covered by a consent.

Anyone carrying out activities on an SSSI without consent may be acting in breach of the Wildlife and Countryside Act 1981.

Part-commons

In principle, an application to enter a common into CS must cover the whole common or shared area of grazing. Normally commons coincide with habitat and management boundaries, but exceptionally a single common may be managed in different ways. In such circumstances, it may be more appropriate to progress applications representing 'part-commons'.

Part-commons agreements will be permitted only if they meet all of the following criteria:

- they must cover a defined area of land with its own RLR parcel number or a different set of RLR parcel numbers;
- each agreement area must either be visibly distinct or be bounded by a physical barrier to mark it out from the non-agreement area;
- they must be managed as a separate and single grazing unit, where land management practices on the remaining part of the common will not jeopardise the delivery of the agreement. Agreements may consist of one or more whole or part commons which form a single grazing unit;
- they must be subject to a separate and binding association and group internal agreement; and
- each CS agreement must have an audit trail justifying splitting the common, and a clear explanation as to how the CS agreement works that also covers any non-participation by any rights holders.

Areas of common cannot be left out of a CS agreement to create 'sacrifice places' for unsuitable supplementary feeding (which can be within the limits of cross compliance tolerances), or to provide grazing areas for non-signing commoners which may then not be compliant with the CS agreement whilst the rest of the common is compliant.

Natural England will keep a central register of all part-common agreements.

Note A: public engagement

The extent of public engagement required will depend upon the management change which is being considered within the CS agreement and the impacts that the changes may have on features of interest on the common and on local and national stakeholders. Almost all commons have features of public interest; these include but are not limited to: public access rights, historic features, landscape and nature conservation.

Where works are proposed that need consent from the Planning Inspectorate then applicants need to follow the principles set out in the guide called 'A common purpose: a guide to agreeing management on common land (CP1)' at: <http://webarchive.nationalarchives.gov.uk/20160224000001/http://publications.naturalengland.org.uk/publication/730889>

Where management changes do not require consent from the Planning Inspectorate public consultation should still be undertaken, in these circumstances you are not obliged to follow the principles in "A common purpose" but where there is considerable public interest in your site, particularly if there are significant numbers of visitors, then it is likely to be helpful to follow "A common purpose".

Public engagement where works that need consent are not proposed should still include relevant stakeholders. The applicant should identify relevant stakeholders, contact them, supply information about the proposed scheme, what the intended outcomes will be (eg for biodiversity), and opportunity should be provided for stakeholders to give feedback, especially if the proposals would impact upon them. It may be helpful to prepare a summary of the scheme proposals, including maps and pictures that can be sent to stakeholders, posted on relevant websites and handed out at public meetings.

The applicant should consult:

- the owners of the land;
- the commons council or association (if there is one);
- others with a legal interest eg tenants, anyone who has an easements or other rights and covenants over the land;
- all known commoners (whether they're actively using their rights or not) *any parish, district, city or county council in the same area as the land;
- Natural England at: www.gov.uk/government/organisations/natural-england#org-contacts;
- Historic England at: www.historicengland.org.uk/about/contact-us;
- National Park Authority at: www.nationalparks.gov.uk/about-us/contact-us (if the area you want to work on is in a National Park);
- Area of Outstanding Natural Beauty (AONB) Conservation Board Joint Advisory Committee at: www.landscapesforlife.org.uk (if the area of land you want to work on is in an AONB); and
- the Open Spaces Society at: www.oss.org.uk.
- the Local Authority Historic Environment Record (HER) at: www.heritagegateway.org.uk/gateway/chr/default.aspx

Note A: public engagement continued

The applicant may also need to talk to:

- Wildlife Trusts at: www.wildlifetrusts.org/contact-us;
- Local Access Forums at: www.gov.uk/guidance/local-access-forums-participate-in-decisions-on-public-access#contacts;
- Campaign to Protect Rural England at: www.cpre.org.uk;
- Ramblers' Association at: www.ramblers.org.uk;
- local amenity societies if there are any in the area where the land is; or
- anyone living on the land or on neighboring land who could be affected by your planned works.

The applicant should hold public meetings in local venues and invite stakeholders to hear more about the proposals and comment upon them.

The applicant should keep a record of feedback and comments received about the proposals. The applicant should consider how concerns from stakeholders about the proposals could be addressed by alterations to the scheme and implement these if they do not significantly compromise the outcomes sought. The applicant should be able to demonstrate how they have adapted the scheme proposals where this is appropriate.

These are some examples of changes to scheme proposals which could be made in response to feedback:

- agreement on limitation of use of existing tracks in bad weather to reduce potential damage to track surfaces so as not to inconvenience other users;
- agreement to retain certain trees (eg on heathland) where these are of significance to the local community;
- alteration of grazing calendar to reduce conflict with public recreation;
- avoidance of operations on non-protected historic features;
- provision of new/improved access points where a common is already fenced;
- provision of seating at a viewpoint;
- alteration of felling proposals to retain screening of buildings, roads or industry adjacent to the common;
- alteration of the location of tree planting proposals to provide screening of buildings, roads or industry; or
- agreement to tie back gates when these are not required to secure livestock.

Annex 6

Options and capital items to address Water Quality issues

The following tables can be used with the water quality sections of the Statements of Priorities at: www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities to identify the types of options and capital items that can be used to address water quality priorities in your local area.

To access water quality information for your land use the **MAGIC** website www.magic.gov.uk. The information is located under 'Countryside Stewardship Targeting & Scoring Layers', then 'Water, and then 'Countryside Stewardship Water Quality Priority Areas'. Note that this layer can then be made transparent using the slider under 'Countryside Stewardship Targeting & Scoring Layers'. You will need to navigate to your land and then use the 'Identify' tool in order to check the information specific to your land parcels.

Catchment Sensitive Farming (CSF) provides advice to farmers in high water priority areas on the appropriate use of the options and items to address water pollution, based on local priorities and issues. For details see www.gov.uk/guidance/catchment-sensitive-farming-reduce-agricultural-water-pollution

Options that address pollutant pressures affecting water quality and for flood and coastal risk

Option	Code	Impact on pollutants affecting water quality in protected areas						Flood and Coastal Risk Management and Physical Modification
		Faecal Indicator Organisms - Bathing water	Nitrate - Ground water	Pesticides -Ground water	Pesticides Surface Water	Nitrate -Surface water	Phosphate and Sediment - Surface water	
Nectar Flower mix	AB1						X	
Beetle banks	AB3						X	
Enhanced overwinter stubble	AB6			X	X			
Two year sown legume fallow	AB15			X	X		X	
Takefield corners out of management	GS1						X	
Permanent grassland with very low inputs (outside SDA)	GS2	X				X	X	
Permanent grassland with very low inputs in SDAs	GS5	X				X	X	
Take historic and archaeological features currently on cultivated land out of cultivation	HS2		X			X		
Organic conversion - improved permanent grassland	OR1			X	X			
Organic conversion - unimproved permanent grassland	OR2			X	X			
Organic conversion - rotational land	OR3			X	X			
Organic conversion - horticulture	OR4			X	X			
4- 6 m buffer strip on cultivated land	SW1						X	
Seasonal livestock removal on grassland in SDAs next to streams, rivers and lakes	SW10	X				X	X	X
Riparian management strip	SW11	X				X	X	X
Nil fertiliser supplement	SW14		X			X		
4 - 6 m buffer strip on intensive grassland	SW2						X	
In-field grass strips	SW3						X	X
12-24m watercourse buffer strip on cultivated land	SW4						X	X
Enhanced management of maize crops	SW5							X
Winter cover crops	SW6		X			X		X
Arable reversion to grassland with low fertiliser input	SW7		X	X	X	X	X	X
Management of intensive grassland adjacent to a watercourse	SW8	X				X	X	X
Seasonal livestock removal on intensive grassland	SW9	X				X	X	X
Buffering in- field ponds and ditches in improved grassland	WT1						X	
Buffering in- field ponds and ditches in arable land	WT2						X	

Capital items that address pollutant pressures affecting water quality and for flood and coastal risk

Option	Code	Impact on pollutants affecting water quality in protected areas						Flood and Coastal Risk Management and Physical Modification
		Faecal Indicator Organisms - Bathing water	Nitrate - Ground water	Pesticides - Ground water	Pesticides -Surface Water-	Nitrate - Surface water	Phosphate + Sediment -Surface water	
Livestock and machinery hardcore tracks	RP4	x					x	
Livestock troughs	LV7	x					x	x
Above ground tanks	RP18	x	x	x	x	x		x
Bio filters	RP26			x	x			
Check dams	RP12	x					x	x
Concrete yard renewal	RP15	x	x	x	x		x	
Cross drains	RP5	x					x	x
Earth banks and soil bunds	RP9	x					x	x
Fencing	FG1	x						
First flush rainwater diverters or downpipe filters	RP19	x	x	x	x	x		x
Floating covers for slurry stores and lagoons	RP30	x	x			x		
Gateway relocation	RP2	x					x	x
Hard bases for livestock drinkers	LV3	x					x	x
Hard bases for livestock feeders	LV4	x					x	x
Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	RP23			x	x			
Installation of piped culverts in ditches	RP6	x					x	
Lined bio bed plus pesticide loading and wash down area	RP24			x	x			
Lined bio bed with existing wash down area	RP25			x	x			
Pasture pumps and associated pipework	LV5	x					x	x
Permanent electric fencing	FG3	x						
Pipework associated with livestock troughs	LV8	x					x	x
Rainwater goods	RP16	x	x	x	x	x	x	
Ram pumps and associated pipework	LV6	x					x	x
Relocation of sheep dips and pens	RP20			x	x			
Relocation of sheep pens only	RP21			x	x			

Option	Code	Impact on pollutants affecting water quality in protected areas						Flood and Coastal Risk Management and Physical Modification
		Faecal Indicator Organisms - Bathing water	Nitrate - Ground water	Pesticides - Ground water	Pesticides -Surface Water-	Nitrate - Surface water	Phosphate + Sediment -Surface water	
Resurfacing of gateways	RP1						X	
Roofing (sprayer wash down area, manure storage area, livestock gathering area, slurry stores, silage stores)	RP28	X	X	X	X	X	X	
Sediment ponds and traps	RP7	X					X	X
Self- supporting covers for slurry stores	RP29	X	X			X		
Sheep dip drainage aprons and sumps	RP22			X	X			
Sheep netting	FG2	X						
Silt filtration dams or seepage barriers	RP10	X					X	X
Sprayer or applicator load and wash down area	RP27			X	X			
Storage tanks underground	RP17							X
Swales	RP11	X					X	X
Water gates	FG15	X	X	X	X	X	X	X
Watercourse crossings	RP3	X					X	
Yard - underground drainage pipework	RP13	X	X	X	X	X	X	
Yard Inspection pit	RP14	X	X	X	X	X	X	

Annex 7

Contact detail for Natural England Technical Services offices

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

For: Avon, Cornwall, Devon, Dorset, Isles of Scilly, Somerset, Wiltshire

Bristol TS site

Natural England, PO Box 3135, Bristol BS1 9GN

Tel: 0300 060 1118

Fax: 0300 060 1128

Email: ts.bristol@naturalengland.org.uk

For: Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Suffolk

Cambridge TS site

Natural England, PO Box 247, Cambridge CB2 2WW

Tel: 0300 060 1114

Fax: 0300 060 1124

Email: ts.cambridge@naturalengland.org.uk

For: Cheshire, Cumbria, Greater Manchester, Lancashire, Merseyside

Crewe TS Site

Natural England, PO Box 380, Crewe CW1 6YH

Tel: 0300 060 1113

Fax: 0300 060 1123

Email: ts.crewe@naturalengland.org.uk

For: North Yorkshire, South Yorkshire, West Yorkshire

Leeds TS Site

Natural England, PO Box 285, Leeds, LS11 1GF

Tel: 0300 060 1116

Fax: 0300 060 1126

Email: ts.leeds@naturalengland.org.uk

For: Cleveland, Durham, Northumberland, Tyne & Wear

Newcastle TS Site

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

Tel: 0300 060 1117

Fax: 0300 060 1127

Email: ts.newcastle@naturalengland.org.uk

For: Derbyshire, Leicestershire, Lincolnshire, Northamptonshire, Nottinghamshire, Rutland

Nottingham TS Site

Natural England, PO Box 10276, Nottingham NG2 9PD

Tel: 0300 060 1111

Fax: 0300 060 1121

Email: ts.nottingham@naturalengland.org.uk

For: Berkshire, Buckinghamshire, East Sussex, Greater London, Hampshire, Isle of Wight, Kent, Oxfordshire, Surrey, West Sussex

Reading TS Site

Natural England, PO Box 2423, Reading RG1 6WY

Tel: 0300 060 1112

Fax: 0300 060 1122

Email: ts.reading@naturalengland.org.uk

For: Gloucestershire, Hereford & Worcester, Shropshire, Staffordshire, Warwickshire, West Midlands

Worcester TS Site

Natural England, PO Box 530, Worcester WR5 2WZ

Tel: 0300 060 1115

Fax: 0300 060 1125

Email: ts.worcester@naturalengland.org.uk



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for Environment
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