



Department
for Environment
Food & Rural Affairs



The European Agricultural
Fund for Rural Development
Europe investing in rural areas

Countryside Stewardship: Hedgerows and Boundaries



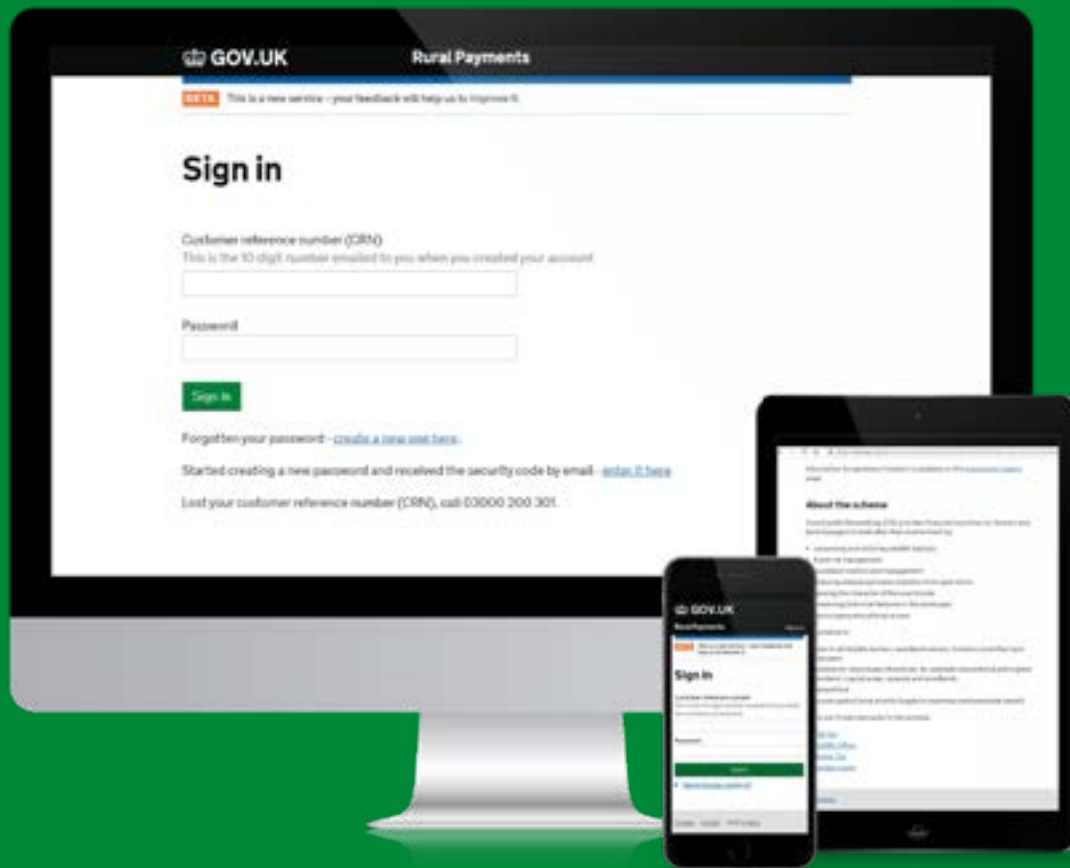
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**Countryside
Stewardship**

Protecting the natural
environment for future
generations

Cover image © Peter Roworth

Are you and your land registered?



Not registered: call us on 03000 200 301 and we can help you.

If you are registered: sign in now and check your information is up to date. Make sure that all the land parcels you want to include in your application are registered in the Rural Payments service, and linked to your Single Business Identifier (SBI).

www.gov.uk/claim-rural-payments

Contents

Introduction	4
Section 2. Scheme overview	6
Section 3. Who can apply	9
Section 4. How to apply	15
Section 5. Choosing capital items	21
Section 6. Scheme requirements and procedures	23
Section 7. Agreement management	27
Annex 1: Countryside Stewardship terms and conditions	32
Annex 2: Contact details	46
Follow us on social media	47

Introduction

Countryside Stewardship

Protecting the natural environment for future generations

Countryside Stewardship is administered by the Rural Payments Agency (RPA) on behalf of the Department for Environment, Food and Rural Affairs (Defra). Natural England (NE) provides technical advice in support of the scheme.

Countryside Stewardship gives incentives for land managers to look after their environment and is made up of the following elements.

- Higher Tier is for land that requires more complex management tailored to the individual site
- Mid Tier provides a range of options and capital items that together help to deliver a broad range of environmental benefits
- The 4 Wildlife Offers provide a simple set of options to help support the wildlife on your farm
- Water Capital only grants provide funding to improve water quality in high water quality priority areas
- Other Capital only grants including Hedgerows and Boundaries Grants, which you can apply for in addition to the 4 Wildlife Offers. Read more information about [Capital grants](#)
- [Facilitation Fund](#) supports individuals and organisations working with local groups of farmers and land managers, to co-ordinate their environmental land management.

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

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

Countryside Stewardship supports Defra's Strategic Objective of 'a cleaner, healthier environment, benefiting people and the economy'.

It also supports Defra's 25 year environment plan 'for our country to be the healthiest, most beautiful place in the world to live, work and bring up a family'.



1.1 Hedgerows and Boundaries Grant manual

This manual applies to Hedgerows and Boundaries Grants only. For information about the other elements of Countryside Stewardship visit www.gov.uk/government/collections/countryside-stewardship-get-paid-for-environmental-land-management.

If you are a farmer or other land manager, you can apply for a Hedgerows and Boundaries Grant to help restore existing farm boundaries, and bring environmental and landscape benefits to your land.

This manual explains what you need to do to apply for the Hedgerows and Boundaries Grant element of Countryside Stewardship ('the Scheme').

It also explains the additional requirements and processes that you must follow if your application is successful.

1.1.1 Countryside Stewardship Agreement

A Countryside Stewardship agreement comprises of:

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

1.1.2 Mandatory parts of the Hedgerows and Boundaries Grant manual

The Terms and Conditions at Annex 1 refer to the mandatory elements of this manual that Agreement Holders must comply with.

The mandatory elements of this manual are:

- Section 2: Scheme overview
- Section 3: Who can apply
- Section 6: Scheme requirements and procedures
- Section 7: Agreement Management.

1.1.3 More information

Read the main [Countryside Stewardship page](#).

Find [Countryside Stewardship forms](#).



Section 2. Scheme overview

Countryside Stewardship

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2. Scheme overview

You must read and meet the requirements detailed in this section as these are mandatory for all Hedgerow and Boundaries Agreement Holders.

This grant is a standalone capital grant available under Countryside Stewardship.

You can submit an application from 18 February 2019. We must receive it on or before 3 May 2019. We cannot accept applications received after 3 May 2019.

For each application round, you can only submit one application for each farm business (that is a single business identifier (SBI) connected to a farm business). The maximum grant available is £10,000.

If your application is successful, we will make an agreement offer to you. If you accept the offer, you will enter into an agreement with RPA.

You cannot normally have a land parcel in both a Hedgerow and Boundaries Grant agreement and another Countryside Stewardship agreement at the same time. The only exception to this is that you can include a land parcel in both a Hedgerow and Boundaries Grant agreement and a Countryside Stewardship (Mid Tier) Wildlife Offer agreement at the same time. This is because Wildlife Offer agreements do not include any capital items.

2.1 Capital items available

Twelve capital items are available. The detailed management and evidence requirements will be set out in your agreement documentation. Use the [Countryside Stewardship online grant finder](#) which gives a description and essential requirements for each capital item. This includes eligibility and evidence requirements.

You can find the payment rates and details about using supplements in Section 5.

2.2 Agreement period

Agreements are for a maximum of 2 years. Agreement offers will be made from July 2019 and agreements will start on the first day of one of the following months. The exact start date of the agreement will be set out in the Agreement Document.

You must keep all capital items funded through this scheme in the condition and to the specification set out in your agreement for 5 years from the final grant payment. Section 3.2.2 explains this 'durability requirement'.

You can make one (or more) claims for payment during the 2 years of the agreement and can make a final claim within 3 months of the end of the agreement (read section 7.2 for more information).

Once you have received the final payment under your agreement, you can make another Hedgerows and Boundaries Grant application on the same land parcels in the next application round.



2.3 How applications are selected

The scheme is competitive. We score applications and we will make an agreement offer to those with the highest score (depending on the budget that is available). Selection is based on the following 3 criteria.

No.	Criteria and rationale	Points scored or deducted
1.	Hedge or wall items selected Hedges score more highly than walls	BN5 – hedge laying; 2 points/m BN6 - hedge coppicing; 0.3 points/m BN7 – hedge gapping up; 0.3 points/m TE1 – hedgerow trees; 5 points/tree BN12 – stone wall restoration; 1 point/m
2.	Size of holding Benefits smaller farms delivering high intensity	Length of all capital works and number of trees divided by total area of SBI
3.	Value of application Higher administrative cost vs environmental value	Applications less than £1000 have 10 points deducted

2.4 What the grant does not cover

The Hedgerows and Boundaries grant does not cover:

- maintenance of farm boundaries
- creating new farm boundaries
- any capital works done (or materials ordered) before the agreement starts
- planning application fees or other transactional fees
- agent fees or other advisory fees
- meeting legal requirements, including planning conditions and tenancy agreements
- any works within the curtilage of the farmyard
- any works on a Site of Special Scientific Interest or Scheduled Monument (including any works on the boundary of these sites)
- any works on common land
- any works undertaken as part of another grant or obligation (read section 3.3).

Section 3. Who can apply

Countryside Stewardship

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3. Who can apply

You must read and meet the requirements detailed in this section as these are mandatory for all Hedgerow and Boundaries Agreement Holders.

3.1 Eligible Land

3.1.1 What land you can enter into the scheme

Land parcels included in a Countryside Stewardship Implementation Plan agreement (PA1), Feasibility Study Agreement (PA2), Woodland management Plan (PA3) or Woodland Tree Health grant agreement may be eligible (provided all other eligibility criteria are met).

- Land parcels must be entirely within England. Land parcels that are already in a Countryside Stewardship (Mid Tier) Wildlife Offer, an Entry Level Stewardship (ELS) or Organic Entry Level Stewardship (OELS) agreement, and land parcels subject to an English Woodland Grant Scheme (EWGS) agreement are usually eligible for the scheme, however read section 3.3 for some exceptions
- You must have management control of the relevant parcels for a minimum of 2 years from the agreement start date.

3.1.2 Land parcels and boundaries which are not eligible

The following are not eligible for the scheme.

- Common land and shared grazing
- Boundaries and parcels not entirely within England
- Boundaries where you do not have management control for a minimum of 2 years from the agreement start date (read section 3.2.1)
- Boundaries where you do not have management control for the length of the durability requirement and are not able to have your application countersigned by the landowner (read section 3.2.1)
- Boundaries that are already included in another scheme or obligation (read section 3.3).
- Land in a Site of Special Scientific Interest or Scheduled Monument (including the boundaries of these sites).

Land parcels already in the following agreements are also not eligible for the scheme.

- Mid Tier Countryside Stewardship (except land parcels in a Countryside Stewardship Wildlife Offer which are eligible for a Hedgerow and Boundaries Grant agreement)
- Higher Tier Countryside Stewardship
- Hedgerows and Boundaries Countryside Stewardship Grant
- Uplands Entry Level Stewardship (UELS)
- Higher Level Stewardship (HLS) agreement.



3.2 Management Control: eligibility and scheme rules

The Hedgerow and Boundary Grant is open to land managers who are owner occupiers, tenants and landlords. This section explains who can apply.

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

3.2.1 Tenants

If you are a tenant applying for an agreement in your own name, you must have:

- control of all the activities needed to meet the scheme requirements for the chosen capital items
- management control of all the agreement land for the duration of any commitments, including the durability requirement. If you do not have management control for 5 years from the final grant payment you must get the countersignature of your landlord as part of your application
- security of tenure for the full period of the agreement (2 years from the agreement start date). You are not eligible if you do not have this minimum period of tenure.

You must have the agreement of your landlord or the landowner before you apply. If you are a tenant, including under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 (a Farm Business Tenancy) or equivalent, it is your responsibility to check that by joining Countryside Stewardship you do not breach the terms of your tenancy.

If the landlord takes over a Countryside Stewardship agreement from you once your tenancy has ended, they must be eligible to do so. For example, they must not be an ineligible public body.

3.2.2 Landlords

If you are a landlord and can show that you have enough management control over the land and activities, you can apply for an agreement on land that has been let to a tenant.

Dual use is not allowed where the applicant for this grant is different to the application for BPS on the same land.

As the Agreement Holder, you must give your tenant a copy of the Countryside Stewardship agreement. You may need to provide evidence, if requested, that you have given your tenant a copy of the agreement. It is your responsibility to make sure that your tenant does not breach the terms of the agreement.

3.2.3 Partnerships

If you are in a business partnership, you can apply for Countryside Stewardship. The person signing the application must have the appropriate permission levels in the Rural Payments service at www.gov.uk/claim-rural-payments.

3.2.4 Licensors

If you are a licensor, you can apply for a Countryside Stewardship agreement. It is your responsibility to make sure that the licensee does not breach the terms of the Countryside Stewardship agreement.

You must make sure that the licensee is aware of the requirements of the agreement, as relevant to the licence, and include these in the licence agreement.



3.2.5 Licensees

Licensees cannot usually apply for a Countryside Stewardship agreement as they are unlikely to have sufficient management control of the land. However, if you are a licensee, you may be eligible to apply if, in practice, your agreement with the landowner gives you wider land management responsibilities.

3.2.6 Land owned by public bodies

Land owned or run by a public body would in general not be eligible for Countryside Stewardship. If you are a tenant of a public body, you will need to check with your landlord if the land is eligible for Countryside Stewardship.

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

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

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

- Ministry of Defence
- Forestry Commission
- Royal Parks.

NDPBs are public bodies that have a role in the processes of national government but are not a government department, and are not part of one. These include:

- Environment Agency
- Natural England
- Historic England
- 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.

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

Body/Organisation	Eligibility	Details
Tenants of ineligible public bodies	Eligible	Ineligible where the work is already a requirement of the tenancy agreement. Tenants must have security of tenure for the full term of the agreement, including the durability requirement, as the public body cannot countersign the application.

3.3 Land receiving other funding or under other agreements or obligations

You cannot use a grant for capital works which you are required to carry out under other obligations or for which you are receiving funding from other sources. We will carry out checks to make sure that capital works are not funded twice from public money.

You must make sure that any work proposed for this grant does not breach the conditions of any other agreement. The most common examples are listed below.

3.3.1 Basic Payment Scheme (BPS)

If you claim BPS you can also apply for this grant on the same land. However, dual use, where the applicant for this grant is different to the application for BPS on the same land, is not allowed.

3.3.2 Environmental Stewardship

Land parcels in Higher Level Stewardship or Uplands Entry Level Stewardship are not eligible.

3.3.3 Countryside Stewardship

You can enter land parcels in a Countryside Stewardship Mid Tier Wildlife Offer agreement into the Hedgerow and Boundaries Grant. This is because the Countryside Stewardship Wildlife Offers do not include any funding for capital works.

However, you cannot enter land parcels in any other form of Countryside Stewardship agreement (Higher Tier, other Mid Tier agreements) into the Hedgerow and Boundaries Grant.

3.3.4 Woodland Schemes

Land in the English Woodland Grant Scheme (EWGS) may be eligible. Contact us to discuss the individual situation for your land. Land in the Farming and Forestry Improvement Scheme or the Woodland Grant schemes is not eligible.

3.3.5 Farming Recovery Fund

Land parcels covered by the Farming Recovery Fund are not eligible.

3.3.6 Inheritance tax or Capital Gains exemption

The following capital items under this scheme 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 (heritage property), depending on the specific undertakings and proposed capital items.

If your application includes any of the following capital items, we will need to carry out additional eligibility checks on it.



Code	Capital Item
BN1	Stone-faced bank repair
BN2	Stone-faced bank restoration
BN4	Earth bank restoration
BN5	Hedgerow laying
BN6	Hedgerow coppicing
BN7	Hedgerow gapping-up
BN8	Hedgerow supplement – Casting up
BN12	Stone wall restoration

3.4 Business Viability Test

We will check all applicants against an insolvency register. If we assess your application as not financially viable, we may not offer you an agreement.



Section 4. How to apply

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4. How to apply

4.1 Hedgerow and Boundaries Grant application route: step by step guide

Step 1 – Before you apply

- Register on the Rural Payments service, if you have not already done so – read section 4.2
- Make sure that the land parcels you want to include in your application are registered on the Rural Payments service and linked to your SBI – read Section 3
- If you prefer to use an agent, you will need to authorise them to act for you – read section 4.3



Step 2 – Start to fill in your application form

- Start an online application (there is guidance available to help you – read section 4.4.1) or
- Start an email or postal application (there is guidance available to help you – read section 4.4.2)
- Choose which capital items to apply for – read Section 5
- Request approval, consents and permissions (if applicable) – read section 4.6



Step 3 – Gather evidence and supporting documents

- Prepare a map to send with your application – read section 4.5
- Get any documents you need to support your application – read sections 4.6 and 6.3
- Keep photographic evidence to support your application as we may ask to see it – read sections 6.3, 6.4 and 6.5
- Make sure you clearly label all photographic evidence – read section 6.6



Step 4 – Fill in and submit the application

- Fill in the remaining sections of your application form either online or using a paper application form. Use the guidance available at www.gov.uk/government/uploads/system/uploads/attachment_data/file/581962/cs-cg-how-to-complete-application.pdf – read section 4.7
- Check your application is complete before you submit it – read section 4.7.1
- Submit your application either online, by email or by post – read section 4.7.2
If you submit by email you will need to print the relevant section(s) and form(s), sign and scan the documents back into your computer.
If you submit by post, you must submit the original form that was sent to you as we cannot accept a copy
- Make sure we receive your completed application by 3 May 2019.



4.2 Register with Rural Payments

You must be registered on the [Rural Payments service](#) before you can apply for this grant. Once you're registered, you will receive a Customer Registration Number (CRN) and a Single Business Identifier (SBI).

All land parcels listed on your application must be registered on the Rural Payments service.

4.3 Authorise an agent

You can complete the application and claim forms yourself, or you can authorise an agent to do so for you. If you choose to use an agent, you must give them the appropriate permission levels in the Rural Payments service. You can do this at [Rural Payments service](#).

4.4 Application methods

You can submit your application online, by email or by post.

4.4.1 Online

You can [apply online](#) using the Rural Payments service. The service includes a 'help' link on many of the screens that will take you through each process step by step.

If you apply online, you do not need to fill in a Countryside Stewardship Capital Grants application form or Annex 1 of the application form. However, you must send us a map and any supporting documents by email or post.

The application deadline is 3 May 2019. We must receive your online application, map and any supporting documents we ask for by email or post, by this date. If we do not, we will reject your application.

4.4.2 By email or post

You can email or post your application using the [Countryside Stewardship Capital Grants application form](#) and Annex 1 of the application form.

To help you fill in the application form, [guidance](#) is available.

If you submit by email you will need to print the relevant section(s) and form(s), sign and scan the documents back into your computer.



4.5 Prepare a map to accompany your application

You must complete your map to a required standard. Please read [How to complete the Countryside Stewardship Capital Grant application form](#).

4.6 Getting consent

You must check each capital item you are applying for to see if any consents are needed.

You are responsible for arranging all relevant consents, permissions, exemptions and written advice needed for your application. You will not be paid for any work undertaken without all the necessary consents and permissions being in place before you begin any work.

In some cases, you will not be offered an agreement if these are not in place.

4.6.1 Planning Consent

Your local planning authority can give you informal advice on whether a proposal needs planning consent. There is also [general guidance on planning](#) available.

You do not need to provide evidence of whether planning permission consent is needed with your application. However, if required, you will need to have permission or consent in place before you carry out any work, and you will need to submit this evidence when you make a claim for this work.

4.6.2 Other consents

You may need to apply for other consents or licences even if you do not need planning consent. Examples of areas where a consent or licence is likely to be needed includes where the work affects:

- protected species (as defined by the Wildlife & Countryside Act 1981)
- a registered parkland
- a registered battlefield
- a watercourse or highway
- areas subject to a Tree Preservation Order - a licence may be needed for any changes to trees and hedges.

4.6.3 Other considerations

When you carry out work under the agreement, remember that you must not breach any other rules or laws, such as:

- break byelaws
- obstruct public rights of way
- block or restrict access to 'open access' land
- affect oil or gas pipelines
- breach your cross compliance requirements in relation to any other existing commitments you hold, where applicable, for example if you claim BPS payments.



4.7 Complete and submit your application

You can submit your application by following the online application process, or by filling in an application form and sending it to us by email or post.

You also need to send us:

- the application map as at section 4.5
- a Countryside Stewardship land ownership and control form, if applicable
- any other supporting documents we ask for.

If you apply online, you must also complete and submit, where relevant, a Countryside Stewardship Hedgerows and Boundaries [supporting information cover sheet](#) available on GOV.UK.

You do not need to send the following with your application, but if required, you will need to have permission or consent in place before you carry out any work and you will need to submit this evidence when you make a claim for this work.

- Any relevant consents, permissions, exemptions or any written advice (read section 6.3.2).
- Any evidence you need to support your application (read sections 6.3 to 6.5), including photographs and any other evidence required for each capital item as described on the [Countryside Stewardship grant finder](#).

4.7.1 Before you submit your application

Read this Countryside Stewardship manual and the Terms and Conditions at Annex 1

If you apply online:

- double check the details in your online application summary are correct
- tick the box to confirm you agree to the terms of the declaration
- press Submit within the 'Make/Manage your application' section.

If you apply by email or post:

- double check the details in your application form are correct
- read the declaration, undertakings and warning carefully
- sign and enter your name in block letters, your capacity (for example, sole trader, company director, agent and so on) and the date of your signature.

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

Make sure any countersignatories' (for example, landlords') declarations, undertakings and signature(s) are provided (if applicable).



4.7.2 Submitting your application

If you apply online, your application is not complete until we have received all the supporting information.

Send your email or postal applications (and supporting information if you applied online) to: Rural Payments Agency (CS), PO Box 324, Worksop, S95 1DF.

We recommend that you:

- get proof of postage for these and any other documents you send to us
- keep a copy of your completed application form and map.

4.7.3 After you apply

Once we receive your application we will check it to confirm that:

- it meets the eligibility requirements in Section 3
- you have filled in all the necessary details on the application form
- you have completed the map.

We will check all applications, then score and rank them. We will offer a grant to the highest scoring applicants – depending on the amount of budget available.

If you are successful we will write to you (from July 2019) to make you an agreement offer which cannot be amended. If you want to accept the agreement offer you must return the signed acceptance declaration by the date requested in the letter. If you do not accept your offer in time, it will be withdrawn. If your application is unsuccessful, we will let you know why it was rejected. You will then have the right to appeal to us, as set out in section 7.7.

You can find more information about entering into an agreement at section 6.1.



Section 5. Choosing capital items

Countryside Stewardship

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5. Choosing capital items

A description and brief requirements for the 12 capital items is available on the [Countryside Stewardship online grant finder](#).

Code	Capital item	Payment rate (£)
BN1	Stone-faced bank repair	£31/m
BN2	Stone-faced bank restoration	£86/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
BN10	Hedgerow supplement – top binding & staking	£3.40/m
BN12	Stone wall restoration	£25/m
BN13	Stone wall – top wiring	£3.60/m
BN14	Stone wall supplement – stone from quarry	£44/m
TE1	Planting standard hedgerow tree	£8.80 per tree

You can only apply for a supplement with its associated capital item, as follows:

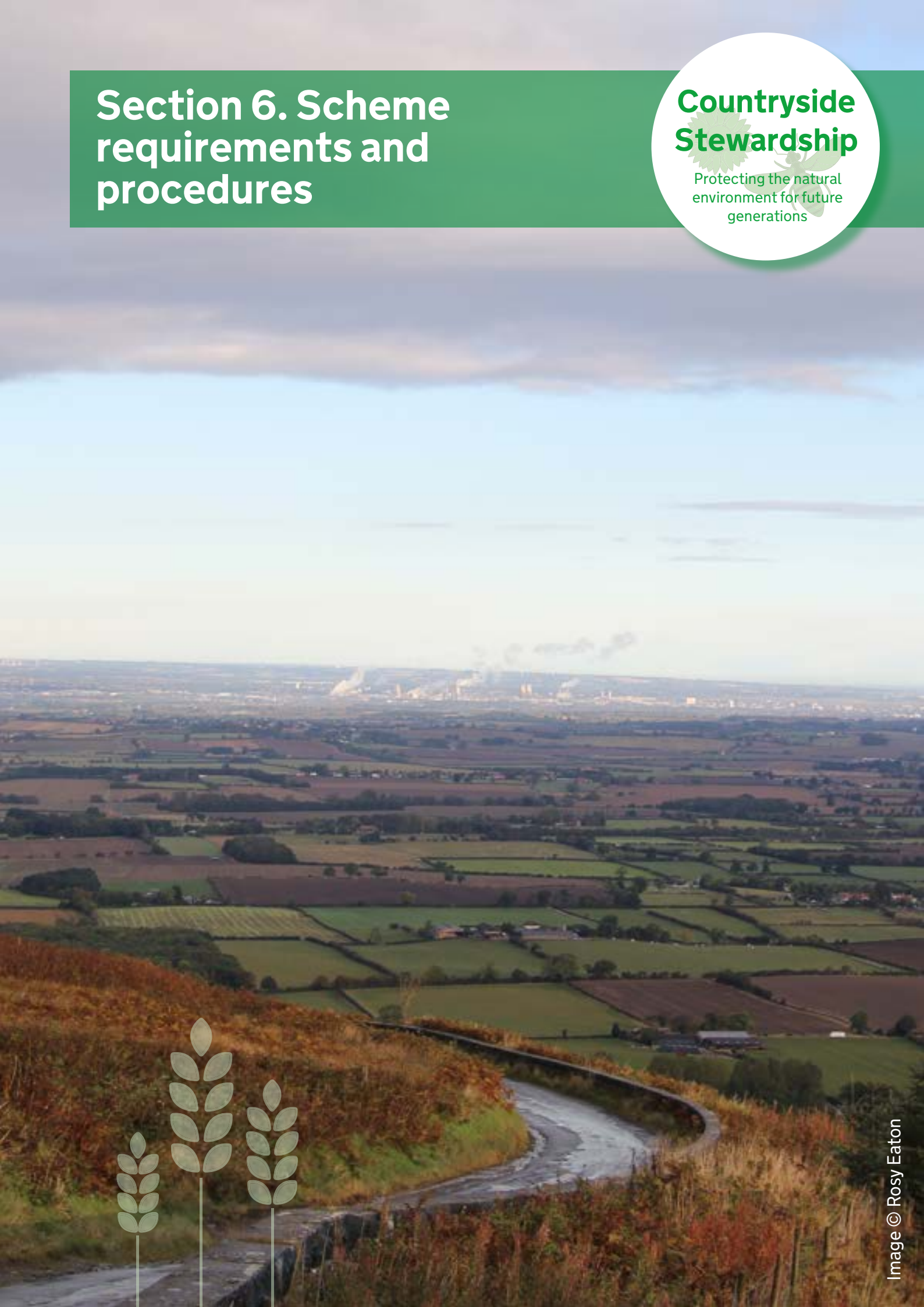
- BN8 – can only be used on BN5 and BN6
- BN10 – can only be used with BN5
- BN13 – can only be used with BN12
- BN14 – can only be used with BN12.



Section 6. Scheme requirements and procedures

Countryside Stewardship

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6. Scheme requirements and procedures

You must read and meet the requirements detailed in this section as these are mandatory for all Hedgerow and Boundaries Agreement Holders.

6.1 Entering into an Agreement

If your application is successful, we will send you an Agreement Offer letter. If you want to accept, you must return the signed acceptance declaration to us within 20 working days of the date on the letter. If you do not accept your offer in time, we will withdraw it.

The agreement start date will be set out in the agreement document that comes with the Agreement Offer letter.

Once you have accepted the offer and entered into an agreement, you cannot modify, extend or amend the agreement.

6.2 Record keeping

You must keep all records relevant to the expenditure of the grant for at least seven years from the end of the agreement.

6.3 Evidence: Record keeping and inspection requirements

You must obtain and keep evidence to show that you have carried out all the requirements of your agreement to support your claim or to support an inspection. You must also keep evidence that you are eligible for the scheme

Your evidence must show that:

- you are eligible for the scheme
- the activities funded under your agreement are appropriate
- the funded activity is taking or has taken place.

We need you to do this so that we can demonstrate that public money is being spent effectively and is delivering the intended results.

Record keeping is an important part of an effective farm, or woodland, management system. You can use some existing farm records to meet scheme requirements, but you may also need to keep other records specifically about the management being funded.

The record keeping requirements for each capital item are published in the [Countryside Stewardship online grant finder](#).

6.3.1 When is evidence required?

You must keep any required evidence and supporting documents and have them available on request.

1. Evidence to support your application

You must keep evidence to show that you, your business, your land or capital items are eligible as you may have to show this if you are chosen for an inspection.



2. During the agreement period

You may need to provide evidence to show that you have carried out the required actions. Evidence may be needed:

- to support a claim. More information is set out in the following sections and where relevant further information will be sent with the claim form covering letter.
- during or after an administrative check, an inspection, or other checks as described in section 7.4.

3. After the agreement has ended

The Terms and Conditions explain you must keep all invoices, receipts, accounts and any other relevant documentation relating to the expenditure of the grant for at least 7 years from the end of the agreement.

6.3.2 General evidence requirements for Applicants and Agreement Holders Consents and permissions

It is your responsibility to get all consents, approvals or permissions that you may need due to your specific circumstances and to carry out the particular capital item. These consents and permissions must remain effective – and records kept – for the duration of the agreement.

6.4 Photographic evidence

You need dated photographic evidence for capital items to support an application and any claims. You must make this available when we ask for it, for example as part of administrative record checks or during an inspection.

You must follow the requirements below.

Application stage

You need to take and retain dated photographs of the boundary feature where works will take place. Your photographs must meet the required standard, explained in 6.5 and 6.6

Claim stage

For a partial or full claim, you must take a dated photograph after the works have been completed and send it with your payment claim. This must show the ‘works completed condition’. The ‘application’ and ‘works completed’ photographs must be taken from the same position.

6.5 Photographic evidence quality

All photographs must meet the following standards. Requirements apply equally to digital photographs or those supplied as paper photographs.

- Quality – photographs must be in focus and clearly show the relevant capital item or environmental feature. If you send your images by email, please send 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 must be no smaller than 15 cm x 10 cm. Photographs can be in either portrait or landscape.
- Photograph to identify the environmental feature or capital item(s) concerned – it is your responsibility to have sufficient evidence that the investment or required management has taken place. For example, more than one photograph may be needed where the feature or capital item exceeds the frame or is not clearly evident from a single photograph.



- Where possible, include a significant feature to provide authenticity, for example, ditch, fence, farm building, road, telegraph poles.
- Where possible, 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.
- Where scale or continuity is important, 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). Take pictures consistently from the same spot for 'before and after' photographs of the capital item.

6.6 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 adjacent to the boundary and used in the application. For example, if we ask you to send 'before and after' photographs to show evidence that works have taken place for Hedgerow gapping up (BN7) these images should be labelled as OS Ref Capital item code_Date_Name_SBI_Image number.

Save digital images under the label outlined above. Clearly write the label on the reverse of printed photographs detailing the OS map sheet reference and National Grid reference for the field parcel, the implemented capital item code, date, Agreement Holder name and SBI.

6.7 Publicity: requirements

You are required to follow the general guidance on publicity requirements. You can find these at www.gov.uk.

Under this grant there are no requirements for you to erect a poster, plaque or billboard to publicise the receipt of funding.

6.8 Force Majeure

You may be unable to meet your requirements under the agreement because of Force Majeure or exceptional circumstances. If this happens, you must write to tell us within 15 working days from the date on which you (or any person authorised to act for you) are able to do so. You will need to provide evidence in writing to show:

- what has happened
- how the event meant you were unable to meet the scheme rules.

For more information on Force Majeure read section 6.19 of the [Mid Tier Manual](#).



Section 7. Agreement management

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7 Agreement Management

You must read and meet the requirements detailed in this section as these are mandatory for all Hedgerow and Boundaries Agreement Holders.

You can only start work (this includes ordering materials) on or after the agreement start date. You must keep invoices, receipts, accounts and all other relevant financial documentation, so we can check them, for at least seven years from the end date of the agreement. These must be dated on or after the agreement start date.

Important information

- You must complete all capital works within 2 years of the agreement start date.
- We must receive all claims for payment no later than 3 months after the agreement end date. We will not accept claims after this date.

7.1 Amendments

You cannot change or amend your agreement after we have offered you a grant.

7.2 Agreement Holders using own labour for capital works

7.2.1 Using own labour to undertake capital works

You can use your own labour to carry out capital works. If you do so, you will need to prepare time sheets signed by the employee and employer showing all of the following.

- The hourly rate for your labour or a farm employee's labour.
- What work was carried out.
- The date the work was carried out.

You must keep records of the work carried out by contractors in either paper or electronic form, for the full period of the agreement and for at least seven years after your agreement has ended. You must also produce these records if we ask you to.

7.2.2 Using contractors to carry out capital works

You can employ contractors to carry out the work needed under the capital items and to carry out other agricultural work on the agreement land.

You must tell the contractor about the agreement and its requirements. It is your responsibility to make sure that work carried out by contractors does not breach the terms of your agreement. If the contractor commits any breaches on the land, you will be responsible for any payment reductions or penalties.

You must keep records of the work carried out by contractors in either paper or electronic form, for the full period of the agreement and for at least seven years after your agreement has ended. You must also produce these records if we ask you to.



7.3 Making a claim for payment

Hedgerow and Boundaries Grant agreements include a two year programme of capital works. You must carry out and claim for capital works during years one and two. You then have a further 3 months to submit any final claim. We will not accept late claims under any circumstances.

When you have finished the works you can submit your claim for payment. The minimum claim value is £500. If you are using a contractor, you must pay them before you claim payment from us. You can submit a claim for payment at any time of the year. We will pay valid claims within 2 months of receiving them.

If you are making interim (multiple) claims, the minimum claim value of £500 does not apply to your final claim.

Submitting claims

Once the capital works are finished and you have paid for any material and/or contractors, you can sign in to the Rural Payments service and submit a claim online.

You can read more about how to [submit a capital claim online](#).

If you cannot make a claim online contact us to ask for a claim form – go to Annex 2 for our contact details.

You must keep evidence to show that the work is finished. Section 6.4 explains the photographic evidence you need and you can find details of [evidence needed for individual capital items](#) on GOV.UK.

We will make payments directly into your bank account.

You, as the Agreement Holder, must keep the items to the condition and specification for which the aid was granted for 5 years from the final grant payment (read Section 2.2). This is a requirement of the agreement.

This also applies to landlords where management of the agreement land reverts from the tenant Agreement Holder to the countersigning landlord during the durability period (read Section 3.2.1).

7.4 Scheme checks and inspections

7.4.1 Administrative record checks

We will check all stages of your application and claims, including your application form, claim forms and the nature and quality of any supporting evidence we ask you to send us, such as receipts and farm records. This is to make sure that you meet eligibility requirements at the application stage, and that various forms and records match up during the whole agreement period.

As part of the administrative checks on annual claims, we select a percentage where we carry out follow-up checks of Agreement Holder records. Therefore, we may ask you to send us copies of your on-farm records for us to check.

If you do not provide records when asked, or there are discrepancies, we will treat this as a breach of your agreement.



7.4.2 Rapid field visits (in situ visits)

As part of our administrative checks, we may make rapid and focused visual checks of your holding, targeted at specific capital items. These visits may include record checks.

7.4.3 Agreement monitoring visits

Advisers may visit sites to monitor environmental progress, discuss inspection reports, or if you ask us to visit.

7.4.4 Inspections

Each year we will carry out compliance inspections on a sample of agreements to make sure scheme requirements have been met. If at inspection we find a breach of the rules, we may apply reductions and penalties (read Section 7.5). [Find more information on inspections.](#)

7.4.5 Site Visits

We carry out site visits to make sure that Agreement Holders meet the rules governing their agreements and the success of Countryside Stewardship overall.

You must allow any UK public authority (or their authorised representatives or auditors) to access your land or premises to carry out site visits. You must help and co-operate with any person carrying out a site visit.

If you refuse or obstruct in any way, it is a breach of the Countryside Stewardship terms and conditions, and may also be a criminal offence.

7.4.6 Refusal or withdrawal of support

In certain cases we may refuse, or withdraw in full, the support claimed. We will do this if we think any of the following has happened.

- You have committed a serious non-compliance.
- You have provided false evidence.
- You have negligently failed to provide the necessary information (for instance, where we have asked for it repeatedly and there is no reason why you have not provided it).

If we have to withdraw support, it will be for the current calendar year and the following calendar year. We may also refuse support for other Rural Development schemes. If this is the case, we will tell you and you will have the right to appeal against this decision.

7.4.7 Cross compliance

If you receive Basic Payment Scheme (BPS) payments, you must follow the cross compliance rules.

If you do not receive BPS payments, and your only agri-environment agreement is the Hedgerows and Boundaries Grant, then you do not need to follow the cross compliance rules.

7.5 Reductions and Penalties



7.5.1 Breaches of Agreement

If you do not meet the terms of your agreement, we may apply penalties to your payment or ask you to repay any monies we have already paid to you.

In cases of fraud or severe non-compliance we can withhold all support and stop a new Countryside Stewardship application being made for up to 2 years.

7.5.2 Over-declaration of expenditure

If you submit a claim for more than the value of the costs which are eligible to be claimed, we may apply a penalty. Where the amount over-claimed is 10% or less of the value of the eligible costs, we will reduce the payment to the correct amount but will not apply an additional penalty.

Where the amount over-claimed is more than 10%, we will reduce the payment to the correct amount and apply a penalty equal to the difference between the eligible costs and the amount claimed, up to a maximum of the entire value of the claim.

7.5.3 Interest charges

When we recover payments we have already made to you, we will apply interest. Interest will begin from 60 days after the date we tell you about the breach (by sending you a recovery order) and will continue until you repay the monies to us. This will include any period when you are appealing against the recovery or penalty or while the breach is being reviewed.

7.6 Change of ownership

You cannot transfer your agreement.

If you sell or let, all or part of the land under your Hedgerows and Boundaries Grant agreement to another party, we will end the agreement on those parcels. You may need to repay all or part of the grant payments you have already received.

7.7 Disputes, appeals and complaints

If you are unhappy with a decision we have taken about your application or agreement, you can appeal.

7.7.1 Complaints procedure – disagreeing with a decision made by RPA

Farmers or Agents who are unhappy with a decision or service they've had from us, can email, write, or call us.

[Full guidance about how to complain or appeal is available online.](#)



Annex 1: Countryside Stewardship terms and conditions

Countryside Stewardship

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Countryside Stewardship Terms and Conditions (Version 2)

Parties

- (1) Rural Payments Agency of PO Box 69, Reading, RG1 3YD United Kingdom (the **Authority**).
- (2) The Agreement Holder identified in the Agreement Document (the **Agreement Holder**)

Background

- (A) The Authority, which is the accredited paying agency for the RDPE pursuant to Article 65(2) (b) of Regulation (EU) No 1305/2013, 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 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 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)

Controller: has the meaning given in the General Data Protection Regulation (EU) 2016/679

Countryside Stewardship Scheme or the Scheme: Countryside Stewardship, a scheme which is run by the Authority 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. Natural England and the Forestry Commission provide technical advice in support of the scheme.

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

Data Protection Legislation means:

- i. the General Data Protection Regulation (EU) 2016/679, and any applicable national implementing law as amended from time to time
- ii. the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy
- iii. all applicable law about the processing of Personal Data and privacy, including in each case any law which replaces relevant EU law as a consequence of the UK leaving the European Union

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)

Forestry Commission: the government department responsible for advising the Managing Authority on the protection, expansion and promotion of the sustainable management of woodlands, and providing technical advice to the Authority in support of the scheme

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

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing

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)

Natural England: a non-departmental public body, established under the Natural Environment and Rural Communities Act 2006, which has responsibility for advising the Managing Authority on the protection of the natural environment in England, and providing technical advice to the Authority in support of the scheme

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

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

Personal Data: has the meaning given to it in the Data Protection Legislation

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;
 - (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 Site of Special Scientific Interest (SSSI) consent and that if such consent is required it must apply separately in accordance with any instructions provided by Natural England.
- 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 5 years and includes Multi-Year Options, the parties may agree to extend the Agreement in one year increments, up to a maximum of 7 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 Authority, 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 Authority and notify the Authority 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 Authority 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 Authority 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 Authority 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 Authority 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 co-operate 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 7 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, knowhow 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 protection and information

- 16.1 The Agreement Holder and the Authority shall comply at all times with their respective obligations under Data Protection Legislation.
- 16.2 The Managing Authority is the Controller of any Personal Data the Agreement Holder gives to the Authority. For information on how the Authority handles personal data go to www.gov.uk and search Rural Payments Agency Personal Information Charter.



- 16.3 To the extent that the Agreement Holder and the Authority share any Personal Data for the purposes of this Grant, the parties accept that they are each a separate independent Controller in respect of such Personal Data. Each party:
- (i) shall comply with applicable Data Protection Legislation in respect of its processing of such Personal Data;
 - (ii) shall be individually and separately responsible for its own compliance;
 - (iii) does not and shall not process any Personal Data as Joint Controllers.
- 16.4 Each party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) (a), (b), (c) and (d) of the General Data Protection Regulation (EU) 2016/679, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the General Data Protection Regulation (EU) 2016/679.
- 16.5 The Agreement Holder acknowledges that the Managing Authority and the Authority are 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 either the Managing Authority or the Authority for the purposes of complying with their obligations under FOIA and EIRs. If either of them requires the Agreement Holder to supply information pursuant to a FOIA/EIRs 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 either may 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 either the Managing Authority or the Authority within 2 Working Days of receipt.
- 16.8 The Managing Authority and Authority shall determine in their absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIRs.

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 has taken steps to recover the Grant in accordance with clause 9);
 - (b) the Agreement Holder has failed to repay any sum which has become recoverable by the Authority 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 10 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 Protection 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 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 Managing Authority, who shall be entitled to receive the benefit of the Agreement as if it was 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.



Contact details

Rural Payments Agency offices are open from 8:30 am to 5:00 pm Monday to Friday, excluding Bank Holidays.

Pre-populated application forms, claim forms or agreement management queries

To request a Hedgerows and Boundaries Grant application form, a claim form or for agreement management queries please contact us using our details below:

email: ruralpayments@defra.gov.uk

telephone: 03000 200 301

Completed Countryside Stewardship application forms

Please send your completed Countryside Stewardship application forms for the Hedgerows and Boundaries Grant to:

Rural Payments Agency (CS)
PO Box 324
WORKSOP
S95 1DF



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