

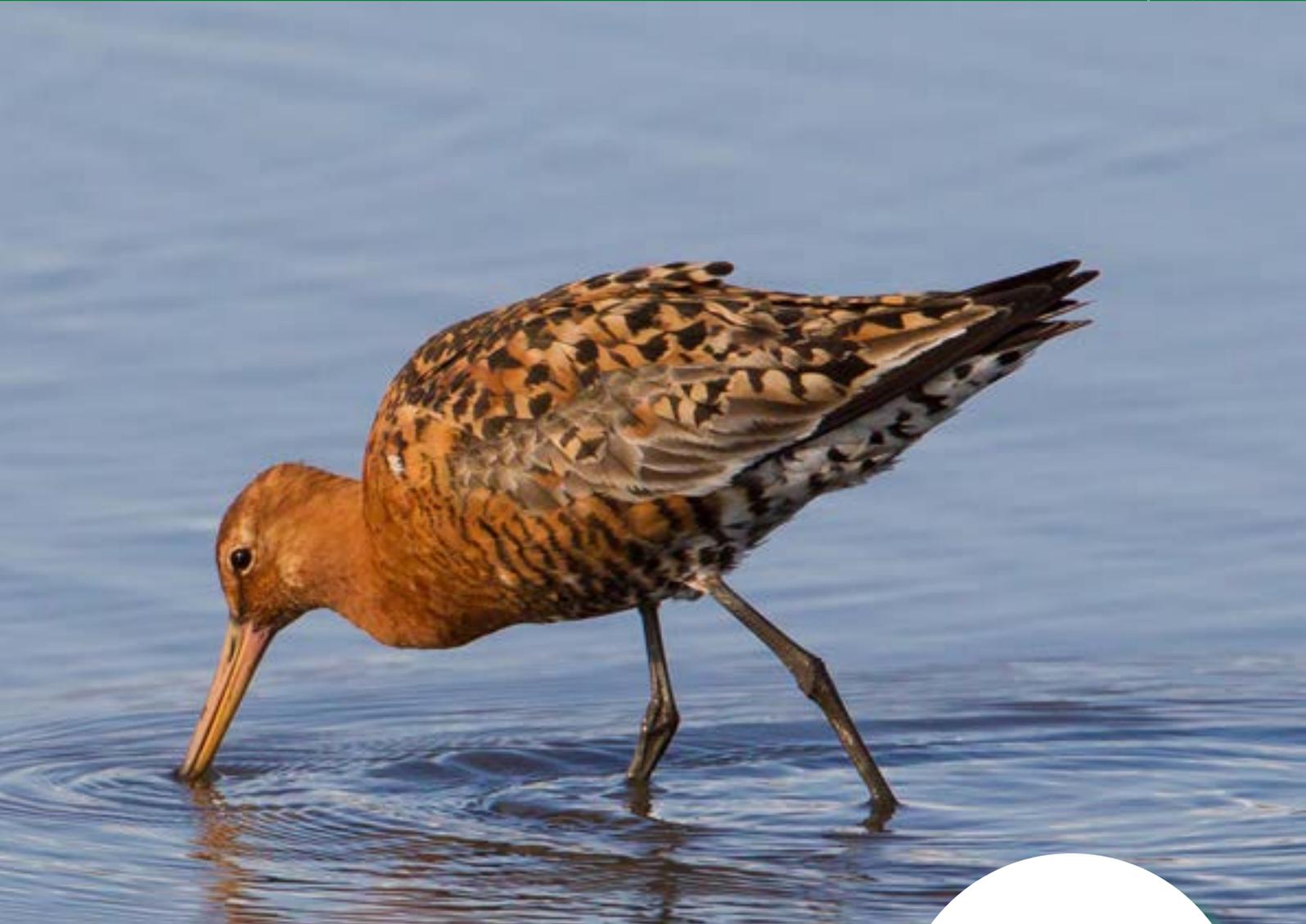
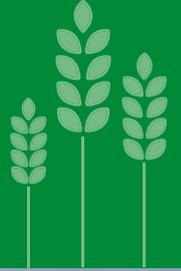


Department  
for Environment  
Food & Rural Affairs



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

# Countryside Stewardship: Higher Tier Manual



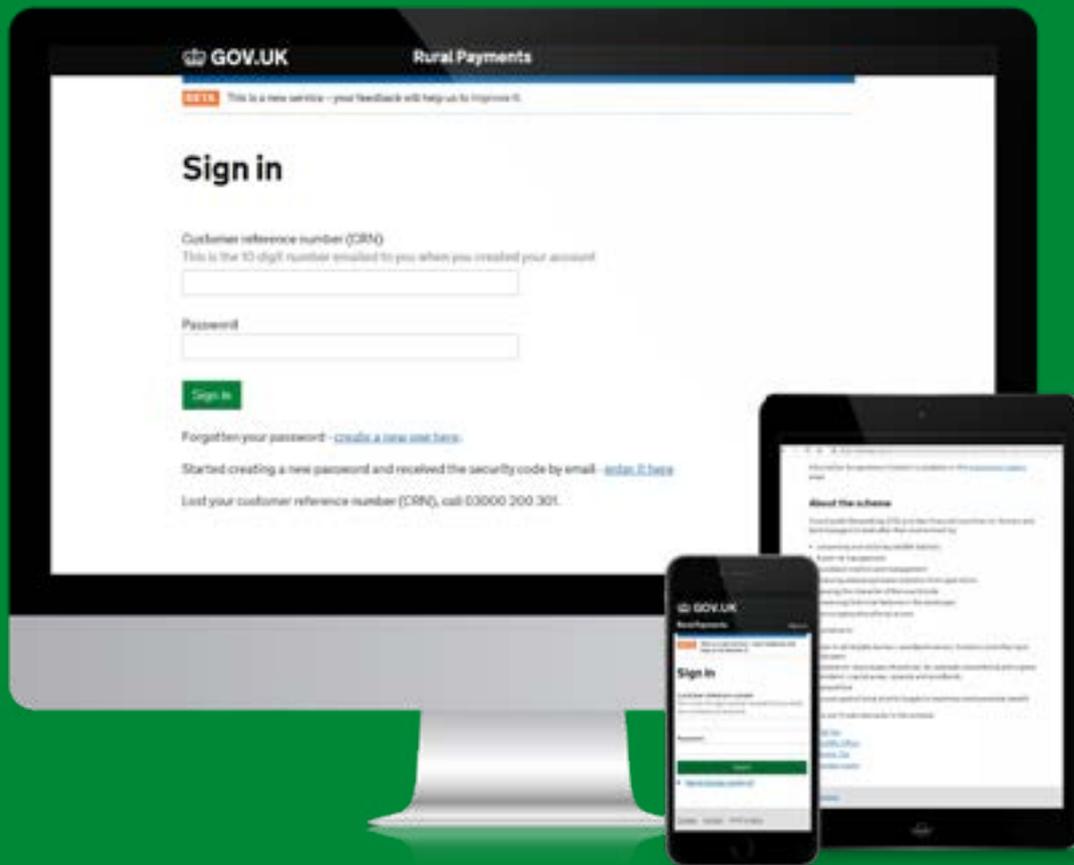
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**Countryside  
Stewardship**

Protecting the natural  
environment for future  
generations

Cover image © Allan Drewitt

# 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](http://www.gov.uk/claim-rural-payments)

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# 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 and the Forestry Commission provide technical advice in support of the scheme.

This manual explains what you need to do to apply for the Higher Tier elements of Countryside Stewardship and the additional requirements and processes which must be followed for Higher Tier.

## Countryside Stewardship Agreement

A Countryside Stewardship agreement comprises of:

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

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

## Mandatory parts of the Higher Tier Agreement

The mandatory elements of the manual are:

- Section 3: Who can apply and what land is eligible
- Section 5: Scheme requirements and procedures
- Section 6: Agreement Management
- Annex 6: Common land (for common land and shared grazing applications only)
- Annex 8: Livestock record-keeping requirements on arable and grassland

For applications involving Woodland improvement and infrastructure (FY2): multi-year option (WD2) and capital items, Annex 5 sets out the procedure to follow when applying.

## More information

Read about the different elements of [Countryside Stewardship](#) and use [Countryside Stewardship forms](#) on GOV.UK to help with your application.

# Section 1: Scheme overview

## Countryside Stewardship

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# 1 Scheme overview

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 simpler set of options to help improve the wildlife on their 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 about [Capital grants](#) on GOV.UK
- Facilitation Fund supports individuals and organisations working with local groups of farmers and land managers, to co-ordinate their environmental land management.

This manual applies to Higher Tier only. For all supporting scheme guidance material and for information about the other elements of Countryside Stewardship visit: [Countryside Stewardship](#) on GOV.UK.

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

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

Countryside Stewardship supports Defra's Strategic Objective of 'a cleaner, healthier environment, 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 Higher Tier environmental priorities

The main priority for Countryside Stewardship Higher Tier is to protect and enhance the natural environment, in particular:

- biodiversity (the diversity of wildlife)
- water quality.

Other outcomes supported are:

- woodland improvement
- flood management
- the historic environment
- landscape character
- genetic conservation
- educational access
- climate change adaptation and mitigation.



# Section 2: How it works

## Countryside Stewardship

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[www.gov.uk/rpa/cs](http://www.gov.uk/rpa/cs)

## 2 How it works

In this section you can read about the main elements of the Countryside Stewardship Higher Tier scheme.

### 2.1 Introducing the Higher Tier

The Higher Tier:

- offers grant payments to support our most environmentally significant sites and woodlands
- allows you access to a greater range of Countryside Stewardship grants
- offers some flexibility to tailor prescriptions to suit your local environment.

Grants are available as:

- management options – multi-year grants, most options last for 5 years, but some options can be 10 or 20 years long
- capital items – a range of grants for specific capital works or items – work must be completed within 2 years.

The Higher Tier is competitive so your application will be scored and ranked.

If your application is successful, we will make an agreement offer to you. If you accept the agreement offer, your Countryside Stewardship Agreement will start on 1 January 2020.

The payment amount you receive for your agreement will depend on the grants you choose and compliance with your agreement.

### 2.2 The Grants available in the Higher Tier

There are grants available to support habitat creation, restoration, and on-going management. The grants available vary by habitat. There are grants to support:

- species rich grasslands, wet grassland and water meadows
- heathland and moorland
- coastal sand dunes, vegetated shingle, saltmarsh, inter-tidal and saline habitats
- fens, reedbeds, ponds and ditches
- wood pastures and parklands, orchards, hedges and scrub
- woodland.

The Higher Tier also gives you access to a wider range of grants to:

- protect vulnerable or threatened species
- manage hedgerows, dry-stone walls, stock fencing and gates
- improve local water quality and manage flood risk in your local area
- convert and manage land to organic certification standards
- protect and enhance historic, archaeological and geo-diversity features
- support educational access.



## 2.2.1 Organic management and conversion options

You can apply for organic management and conversion options in combination with other grants.

We do not score the organic management and conversion options within your application. Read Section 5.4.3 for further information on applications that include organic options.

You should apply for the [Mid Tier](#) on GOV.UK if you want to choose only organic options.

## 2.2.2 Choose a Wild Pollinator and Farm Wildlife Package (WPFWP)

You may be able to improve your application's score by choosing WPFWP. The package groups management options together. This will help you to provide farmland wildlife with the essential resources they need to thrive and breed successfully.

If you meet the minimum criteria for the package your score will increase significantly. You can find full details in Annex 4.

## 2.3 Eligibility

You must meet the eligibility requirements for the scheme – you can find these in section 3.

You must also meet the eligibility requirements for grants (options and capital items) that you choose.

## 2.4 Scoring

The Higher Tier is competitive which means your application will be scored then ranked. Agreements will be offered to those with the highest scoring, eligible applications and will depend on the budget available.

- You can read how to improve your application score in section 4.7
- A guide to woodland scoring is included in Annex 5
- All other application scoring information is in Annex 3

## 2.5 Making an application and important dates

There are 2 stages in applying for the Higher Tier, an initial application stage and then the development of your final application.

### When to apply

You can apply for Higher Tier from 18 February to 3 May 2019. We will not accept any applications we receive after this date.

### Important dates for all Higher Tier applications:

Initial application stage	Deadline
Application period opens	18 February
Last date to request application pack	31 March
Last date to submit initial application	3 May
Customer notified of success or failure of initial application	by early June

Final application development	Deadline
Final application development with customer	June - August
Conclusion of Negotiations letter and Negotiated Schedule issued by RPA or Forestry Commission	by mid-September
Customer confirms if they wish to proceed to formal offer and supplies any required supporting information to RPA	30 September
Woodland only applications final scoring	October

## 2.6 Making an initial application

You will need to ask for an application pack. Sections 4.1 to 4.5 explain how to do this.

Once you have received your application pack, you will need to fill in your initial application. Sections 4.6 to 4.8 explain the initial application process.

In Section 4 you can also find tools and information that will help you to:

- understand which habitats and species are a priority in your local area
- review the best grants for your site and your local environment
- find out about the management commitments required by each grant
- improve your score
- understand whether you need consent or permission from Natural England, or other organisations
- identify what evidence you need to submit with your application.

Annex 2 includes a list of all grants with payment rates for each option.

Once we have received your initial application, we will score it and then rank it against other applications. The highest scoring applications will go to the next stage. We will tell you if your initial application has been successful.

## 2.7 Develop your final application

If your initial application is successful you then need to develop it into a complete final application. Natural England and/or Forestry Commission will help you to do this by providing recommendations.

At the end of this negotiation period you will be asked to confirm that you would like to proceed to a formal agreement offer.

Sections 4.10 to 4.14 explain this process.

## 2.8 Agreements and agreement duration

If you accept your agreement offer this will become your Countryside Stewardship Agreement. Agreements begin on 1 January 2020. To accept an agreement offer you must sign the declaration and return it to us.

### 2.8.1 Agreement duration

- Most Higher Tier agreements last 5 years from the agreement start date



- Higher Tier agreements may be longer if they contain long-lasting options or are on common land. You can find a full list of longer-lasting options in Section 4.7.9
- You must complete the capital works within a Higher Tier agreement in the first 2 years of your agreement (read section 6 for more information). Some capital items may have specific deadlines.

### **2.8.2 Changes to agreements**

You will be expected to meet all the requirements throughout the duration of your agreement.

It is important that there is consistent management during the period of the agreement to make sure that the environmental benefits are achieved.

You may, in limited circumstances, make changes to your agreement but we must approve these in writing in advance. Read Section 6 for more information.

### **2.8.3 Natural England / Forestry Commission support**

Once your agreement has started Natural England and/or the Forestry Commission will offer you after-care support. We will tell you if there are any changes in the support available.

## **2.9 Payments and Agreement claims**

You will need to complete and submit a claim form to receive payments. Read Section 6 for information about which options or capital items you can claim for, and the deadlines for making payment claims.



# Section 3: Who can apply and what land is eligible

## Countryside Stewardship

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[www.gov.uk/rpa/cs](http://www.gov.uk/rpa/cs)

# 3 Who can apply and what land is eligible

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

The Higher Tier of Countryside Stewardship is open to land managers who are one of the following:

- an owner occupier
- a tenant
- a landlord
- a licensor.

## 3.1 Eligible land

### 3.1.1 What land you can enter into the scheme

To be eligible for Higher Tier, land must be one of the following:

- within an agricultural area (defined as any area taken up by arable land, permanent grassland or permanent crops)
- a protected site, including:
  - Sites of Special Scientific Interest (SSSI) – read [Find protected areas of countryside on GOV.UK](#)
  - Special Areas of Conservation (SAC), including proposed SACs
  - Special Protection Areas (SPA) including proposed SPAs
  - Ramsar sites – read the [Ramsar Convention](#) on GOV.UK
- a terrestrial Priority Habitat – read [UK BAP Priority Habitats](#) on GOV.UK
- land that supports a Priority Species – read [UK BAP Priority Species](#) on GOV.UK
- woodland defined as an area of land that:
  - is at least 0.5 hectares
  - has an average width of at least 20 metres
  - is under groups/lines of trees that are, or will reach, at least 5 metres in height and with a crown cover of more than 20% of the ground area.

Land that meets the definition of woodland given above, must also meet the following requirements:

- open space in the woodland should:
  - be no more than 20% of the total woodland area – this may be increased to 30% in exceptional, fully justified cases
  - be no more than 0.5 hectares for any individual space –larger open areas will only be considered as woodland in exceptional circumstances
  - include forest tracks, rides, wayleaves and other permanent open areas.

If you have declared the land for grazing on the Basic Payment Scheme (BPS), it is not eligible for



Woodland Creation Maintenance (WD1) or Woodland Improvement (WD2) options.

There is no minimum area that you must enter into the scheme, although there are minimum areas for individual options and capital items.

If you want to apply for a Countryside Stewardship Higher Tier agreement on woodland, you must have a Forestry Commission approved Woodland Management Plan (WMP). Your WMP must be approved or approved in principle before you submit your Higher Tier initial application on or before 3 May. You must have an approved WMP throughout the 5 year period of your Higher Tier agreement. If you have a WMP that will expire before your Higher Tier agreement ends, you will need to get approval of a new WMP for the remaining time of your Higher Tier agreement. If your WMP is approved in principle when you make your initial application, the WMP must be fully approved with any associated felling licence in place by the final application deadline on 30 September.

### 3.1.2 Ineligible land

The following land is not eligible for the scheme:

- developed land and hard standing, including permanent caravan sites and areas used for permanent storage. Eligible exceptions include:
  - traditional farm buildings that are eligible for grants under Countryside Stewardship
  - yards, tracks and farm buildings proposed for management through Countryside Stewardship capital items
- land parcels that have solar panels for generating electricity for use off-farm – read Section 3.1.9
- areas (1 hectare or more) of permanent standing or running water
- land already entered into another scheme read Section 3.4
- land that is already subject to another obligation that is incompatible with Countryside Stewardship
- land parcels that are not entirely within England
- land where you do not have management control for the period of the agreement and you are not able to have your application countersigned by the landowner – read Section 3.2.

It is not possible to overlap certain Countryside Stewardship options with Ecological Focus Areas (EFAs) at any time during the Countryside Stewardship agreement. This is because we cannot pay twice for the same activity (known as double funding).

However, co-location within the same land parcel is allowed where the options do not overlap. Read Section 3.3.1 for more information.

### 3.1.3 Applications from land managers operating multiple farm businesses

A business will be treated as one farm business if any one of the following apply:

- a number of farms are managed as a single unit
- there is a single vendor number
- there is one Single Business Identifier (SBI) number.

In most cases the management or production unit will be the same farm or woodland area that is registered with the SBI and the beneficiary will submit a single application.

You can submit more than one application for a Higher Tier agreement in the same year. The

applications must cover different land parcels as you cannot include an individual land parcel in more than one agreement at any time.

Each application will be scored separately on its own merit.

If you intend to submit more than one application in any application round, you must make sure that we are aware of this.

### 3.1.4 Application and Agreement Land

Agreement Land can only include land that is eligible for Countryside Stewardship. Agreement Land must include both of the following:

- any land parcel that will contain a paid management option or capital item at any time during the agreement period
- SSSI land or land within a Scheduled Monument (SM).

These parcels will become the Agreement Land and must meet the requirements set out in Section 5.2.

If you apply for the Higher Tier woodland creation maintenance option (WD1) for land that you previously included in a Countryside Stewardship Woodland Creation capital agreement, you do not need to include non-woodland SMs and SSSIs in your application area.

Applications for option WD1 are made on an invitation-only basis once the capital works in a woodland creation capital agreement have been completed. For more information read Annex 5, section (h).

Find details on [WD1: Woodland creation – maintenance payments](#) on GOV.UK

Find details on [Woodland Creation Grants](#) on GOV.UK

### 3.1.5 Sites of Special Scientific Interest (SSSI) and Scheduled Monuments (SMs)

If you have land that is designated as an SSSI or SM, it must be appropriately managed. Any paid multi-year options or capital items must not cause damage.

If your land contains an SSSI or SM, you must apply through the Mid Tier or Higher Tier. You cannot apply for a Wildlife Offer agreement.

All land that is eligible for the scheme and contains SSSI or SMs must be included in your application, whether or not there are paid management options or capital items associated with that land.

Your local Natural England adviser can advise on:

- SSSI management
- whether to make a Mid Tier or Higher Tier application
- what to do if there are no suitable grants available.

Historic England can provide free advice on SM management.

When making an application:

- you must include your SSSI or SM land parcel(s) – even if there are no suitable management options for it



- where the site is not currently in good condition, you must choose options and/or capital items to improve its condition, unless there are no suitable grants available. Natural England or Historic England can advise on suitable grants
- for sites already in good condition, you should choose grants to maintain the site in that condition
- where the condition of an SSSI is affected by your management of land outside the SSSI boundary, you must choose options and/or capital items to support favourable condition of the SSSI.

Your application will be rejected if it:

- does not include areas of eligible SSSI or SM on your holding
- includes any grant choices that could damage the SSSI or SM on your holding
- includes any grant choices that do not support the favourable condition of the SSSI or SM
- includes grant choices on the surrounding land parcels that would have a negative impact on the SSSI or SM.

All SSSI and SM management needs formal consent from Natural England or Historic England as appropriate. You must apply to your local Natural England or Historic England adviser for this consent. (Read Section 4.11.1).

Your Natural England adviser will talk to you about your SSSI, they will consider land parcels in the application that have:

- any live SSSI consents
- Site Management Statements
- Section 15 (of the Countryside Act 1968) management agreements
- other agreements with Natural England or its founding organisations.

If any of these are no longer appropriate or relevant, the adviser will ask you to consider a voluntary surrender of the consent as part of the agreement offer.

Applications for woodland Higher Tier agreements will ensure SSSI and SM management within the woodland. Their management must be considered through the UK Forestry Standard Woodland Management Plan which is a pre-requisite for a Higher Tier application. Read [Create a woodland management plan](#) on GOV.UK.

### 3.1.6 European sites

A 'European site' is designated as a SAC, or proposed SAC, or a SPA. Ramsar sites and potential SPAs are given the same protection as European sites under the scheme.

If you are planning activity on, or next to, a European site before any agreement offer can be made, Natural England or the Forestry Commission must complete a Habitats Regulation Assessment. An application may be rejected if the assessment finds the proposed activity would have an adverse impact on the European site.

Applications that include conservation of special features on European Sites will usually be accepted. However, some multi-year options or capital items may be assessed in more detail.

### 3.1.7 Protected species

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



- all wild birds and their eggs and nests that are in use or being built are protected under the Wildlife and Countryside Act 1981
- 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 2017. These European Protected Species are protected from disturbance and damage to the places they use to rest and shelter (for example, bat roosts and otter holts).

If you have protected species on your land, you must consider and meet the requirements for protection which apply to those species before carrying out any management activities. For more information, check [Managing wildlife on your land](#) on GOV.UK.

By choosing appropriate scheme options, you can help to maintain suitable habitats for protected species.

### 3.1.8 Organic Land

If you have land that is registered as organic or in conversion to organic status, it is eligible for Countryside Stewardship, provided other eligibility criteria are met. The scheme provides funding for Organic Management and Conversion. Read Section 2.2.1 for details.

### 3.1.9 Land parcels with solar panels

Land parcels that contain solar panels for generating electricity for use off-farm are ineligible for Countryside Stewardship.

You cannot erect panels 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 2 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.

## 3.2 Management control: eligibility and scheme rules

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

If you do not have full control of the land and all such activities, you must get the written consent of all other parties who have management control of the land and activities for the entire period of the agreement. Read Section 3.3.2 about 'dual use'.

### 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 Countryside Stewardship multi-year options and capital items
- management control of all the Agreement Land for the duration of any commitments, which may extend beyond the agreement period
- security of tenure for the full period of the agreement.

If that is not possible, you must get the countersignature of your landlord as part of your application. If a countersigned application is not possible on a part of your land, that particular area of land cannot be included in your application.

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, 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 a 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 keep management control over the land and activities, you can apply for an agreement on land that has been let to a tenant. Read Section 3.3.2 about 'dual use'.

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 submitting the application must have the appropriate permission levels in the [Rural Payments service](#) on GOV.UK

### 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 that otherwise 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.

For information on the eligibility of local authorities to claim for woodland creation and maintenance grants refer to the [Woodland Creation Grant manual](#) on GOV.UK.

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

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

### 3.2.7 Common land and shared grazing

Common land and shared grazing is only eligible for the Higher Tier of Countryside Stewardship. Commoners/graziers need to agree and name one person to sign the application. This person will then be responsible for maintaining the relevant agreement, if accepted, on behalf of all the commoners/graziers.



Before applying, you must read Annex 6 which contains the important additional requirements relevant to a Higher Tier application that includes common land and shared grazing.

### 3.2.8 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.

Applications involving capital expenditure over certain limits will require additional evidence and undergo additional checks. Read Section 4.12.2 for more information.

## 3.3 Relationship with the Basic Payment Scheme (BPS)

If you are using land to claim BPS, you may also enter that same land into a Countryside Stewardship Higher Tier agreement.

Some land that is ineligible for BPS may still be eligible for Countryside Stewardship. For example, features such as ponds and areas of scrub which are ineligible for BPS can be eligible for Countryside Stewardship options.

You must read the [BPS rules](#) on GOV.UK.

When you include land parcels in a Countryside Stewardship Higher Tier application that have been used to claim BPS in the same year, we will check that the Countryside Stewardship management option applied for is compatible with the BPS land use you have declared.

When including land parcels in your Countryside Stewardship Higher Tier application, you should note that:

- some Countryside Stewardship grassland options can only be located on land declared with a land use of permanent grassland on the BPS claim
- you can only locate Countryside Stewardship arable options on land declared with a land use of temporary grassland or other arable land use on the BPS claim.

You can find information on the compatible land use classes for each option in the Countryside Stewardship grant finder.

It is the BPS land use declared in the year you apply that we will check for your Countryside Stewardship Higher Tier application, even though the Countryside Stewardship agreement start date is 1 January 2020.

Where you use Countryside Stewardship Agreement Land to claim BPS, we will check to make sure that the land use code entered for each land parcel is compatible with the Countryside Stewardship management. This will be the land use declared in the same year that the Countryside Stewardship claim is submitted.

It is possible to have more than one Countryside Stewardship option in a single land parcel. If there is no permanent boundary between the options, you do not have to split the parcel into 2 separate land parcels in the Rural Payments service.

The soil and water options can only be used to provide a level of protection over and above that required by cross-compliance.

For more information about the BPS rules or for guidance on declaring land that is in both Countryside Stewardship and BPS read the relevant [BPS rules](#) or contact us on 03000 200 301.

Find the Rural Payments service land use codes on [BPS 2020](#) on GOV.UK

Land in some Countryside Stewardship options may become ineligible for BPS by the end of the Countryside Stewardship agreement. This can happen where agricultural land is changed and cannot be easily changed back to agricultural, for example, creating intertidal wetland.

### 3.3.1 Countryside Stewardship and Ecological Focus Areas: double funding

You can no longer overlap Countryside Stewardship management options with EFAs declared on your BPS application.

- [AB1 Nectar flower mix](#)
- [AB3 Beetle banks](#)
- [AB4 Skylark plots](#)
- [AB5 Nesting plots for lapwing and stone curlew](#)
- [AB6 Enhanced overwinter stubble](#)
- [AB8 Flower rich margins and plots](#)
- [AB9 Winter bird food](#)
- [AB11 Cultivated areas for arable plants](#)
- [AB15 Two year sown legume fallow](#)
- [AB16 Autumn sown bumblebird mix](#)
- [HS2 Take historic and archaeological features out of cultivation](#)
- [OP2 Organic wild bird seed mixture](#)
- [SW1 4m to 6m buffer strip on cultivated land](#)
- [SW3 In-field grass strips](#)
- [SW4 12m to 24m watercourse buffer strips on cultivated land](#)
- [SW6 Winter cover crops](#)
- [SW12 Making space for water](#)
- [WD3 Woodland edges on arable land](#)
- [WT2 Buffering in-field ponds and ditches on arable land](#)

This is to avoid funding the same activity on the same land parcel under both Countryside Stewardship and BPS, known as 'double funding'. You can continue to place Countryside Stewardship options and EFAs in the same land parcel but they cannot overlap. This means the Countryside Stewardship options cannot overlap with EFAs declared on a BPS application for the duration of the agreement.

Hedgerows can be used for EFA and Countryside Stewardship options as there is no overlap in the management requirements.

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

In certain circumstances, it is possible for a land parcel to be used by one SBI to claim BPS and that same land parcel to also be included in a Countryside Stewardship application submitted by someone else under their SBI. This is known as 'dual use'.



If you are in a dual use situation you must be able to demonstrate that you are meeting the rules and eligibility requirements of the scheme you are claiming for and you must have a written record.

If you are the Countryside Stewardship applicant, you have to meet the Countryside Stewardship eligibility rules, including having management control of the land included in your Countryside Stewardship application. The BPS applicant must show that they have the same land 'at their disposal' under the BPS rules (and meet BPS eligibility rules). If you have an agreement with another person, who uses the land to apply for BPS, this does not mean that person has the land at their disposal. It is the rights and responsibilities held in relation to the land, and how they operate in practice, which determine this.

An example of 'dual use' is where a landlord is able to have management control of the land for Countryside Stewardship while the tenant has the same land at their disposal to claim BPS.

If you are the Countryside Stewardship applicant, you must have a written record which shows:

- the rights and responsibilities you and the BPS applicant in the 'dual use' situation each have for the land
- you have management control of the land and the BPS applicant has the land 'at their disposal'
- you have given a copy of the Countryside Stewardship Agreement Document and the terms and conditions to the other party and that they must meet them (unless you can show that you are carrying out the required activities).

This written record could be a tenancy agreement, a letter, or both, containing the required information. It must be signed and dated by both parties before the BPS application deadline (usually 15 May).

You must also make sure that the 'dual use' land parcels are linked to both SBIs in the digital maps in the Rural Payments service. The land parcels may need to be transferred to you by the BPS applicant, but to keep the link between the land parcel and the BPS applicant's SBI write 'Dual use – maintain link to existing SBI' on the front page of the RLE1 form. For further information read the RLE1 guidance on GOV.UK.

You may want to get independent professional advice, especially if you previously had a verbal agreement (rather than a written agreement) with the other party.

## 3.4 Land receiving other funding

You cannot use Countryside Stewardship to pay for any environmental management that is already required:

- by statutory duty, as detailed in Section 3.2.6
- through payment from Exchequer funds
- through grant aid from any other public body
- under any other grant scheme or obligation
- through any other form of legally binding obligation.

### 3.4.1 Environmental Stewardship

We are keen to keep the environmental benefits of Environmental Stewardship through the uptake of new Countryside Stewardship agreements.

If you have been managing your land under an Environmental Stewardship agreement, you should

find similar management options in Countryside Stewardship. There are differences between the schemes so you should read the Countryside Stewardship scheme and management option requirements carefully.

If your Environmental Stewardship agreement comes to an end in 2019, you can apply during 2019 for a Countryside Stewardship agreement to start on 1 January 2020.

If you already have an Environmental Stewardship agreement, you can only apply for Countryside Stewardship on the same land parcel if the Environmental Stewardship agreement expires before the Countryside Stewardship agreement starts. This is because individual land parcels cannot be in both schemes at the same time.

If a land parcel will still be under an Environmental Stewardship agreement when the Countryside Stewardship agreement starts, you cannot include that parcel in the Countryside Stewardship application area.

You can only have Environmental Stewardship and Countryside Stewardship agreements running at the same time where they are on separate land parcels.

It is not usually possible to transfer early or convert from Environmental Stewardship (or Higher Level Stewardship) to Higher-Tier Countryside Stewardship.

You can only do this in exceptional circumstances and specific situations:

- It must prevent:
  - serious environmental deterioration; or
  - long-term loss of a management policy that gives the best environmental benefits possible for that land.
- For land in a 10 year Higher Level Stewardship agreement, you can only do this in year 9.

For more information, read [Higher Tier conversion guidance](#) on GOV.UK

### 3.4.2 Countryside Stewardship

If you already have a Countryside Stewardship agreement covering some of your land parcels, you cannot apply for another Countryside Stewardship multi-year options or capital works agreement on the same land parcels.

If you have written endorsement from a Forestry Commission Woodland Adviser, or Natural England Adviser, you may:

- apply for a Countryside Stewardship Implementation Plan (PA1), Feasibility Study (PA2), Woodland Management Plan (PA3) or Woodland Tree Health grant agreement on the same land parcels
- apply for a Higher Tier capital only agreement on parcels with a woodland multi-year option in place
- apply for a Higher Tier woodland agreement (WD1/WD2) on parcels already in an agreement with woodland capital items.

### 3.4.3 Conservation Enhancement Scheme, Wildlife Enhancement Scheme, Section 15 Management agreements

If you have land that is classed as an SSSI, you may be receiving payments under Natural England's Conservation Enhancement Scheme (CES), Wildlife Enhancement Scheme (WES) or a Section 15 (S15) management agreement.



Generally, you cannot locate Countryside Stewardship options on these land parcels. Eligibility for Countryside Stewardship payments will depend on the specific requirements of the CES/WES/S15 agreement and are decided on a case-by-case basis.

### **3.4.4 English Woodland Grant Scheme**

You cannot apply for Countryside Stewardship options on land parcels covered by a multi-annual English Woodland Grant Scheme (EWGS) agreement, Woodland Management Grant (WMG) or Farm Woodland Payment (FWP).

You can apply for Countryside Stewardship options on land parcels covered by an EWGS Management Planning Grant and certain capital grants (for example, Woodland Improvement Grant - WIG) as long as this does not result in you being paid twice for the same items or activities.

### **3.4.5 Energy Crops Scheme**

You cannot locate Countryside Stewardship options within land parcels covered by an Energy Crops Scheme (ECS) agreement. However, you can enter boundaries surrounding ECS parcels into Countryside Stewardship multi-year options or capital items.

### **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, but only where the Countryside Stewardship payments are for separate works.

Where Countryside Stewardship agreements within an area-wide project have started less than 12 months before the HLF application, the payments will be considered as complementary funding.

### **3.4.7 Scheduled Monuments (SMs)**

In some cases you may already receive funding for Scheduled Monuments to help manage the site, area or building. This includes grants from Historic England (formerly English Heritage) under a Management agreement for Field Monuments or a Repair Grant for Heritage at Risk.

This land may also be eligible for Countryside Stewardship provided you do not receive any other grant or funding for the same activity.

### **3.4.8 Fruit & Vegetables Producer Organisation Aid Scheme**

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**

If you have an SBI that is subject to an inheritance tax exemption agreement with HM Revenue & Customs (HMRC), it may be eligible for the Higher Tier.

Countryside Stewardship options and capital items may be available on land designated HMRC as conditionally exempt from inheritance tax or as the object of a Maintenance Fund (heritage property), depending on the specific undertakings and proposed options or capital items. Read [Inheritance tax or capital gains exemption: Countryside Stewardship](#) to find out whether options and capital items are always eligible, never eligible, or need to be checked to make sure that options do not overlap with the obligations of the undertakings.



You are recommended to look at the conditional exemption undertakings for your land before applying for Countryside Stewardship so that you choose options that are most likely to succeed.

### **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 you cannot combine Countryside Stewardship 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 Countryside Productivity, Growth Programme, LEADER, Farming Ammonia Reduction Grant, Water Environment Grant, Woodland Carbon Fund, HS2 Woodland Fund and Farming Recovery Fund**

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

Equipment funded from these schemes can be used to undertake the work specified within the Countryside Stewardship scheme.

### **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
- restoring or remediating any works undertaken illegally.

## **3.5 Agricultural activity in woodland areas**

You must not use any woodland in an agreement for any agricultural activity, including grazing, during the period of that agreement. Read Section 3.1.1 for the definition of woodland.



# Section 4: How to apply

## Countryside Stewardship

Protecting the natural environment for future generations

# 4 How to apply

This section gives the information needed to apply for Higher Tier Countryside Stewardship. There are 3 types of application in Higher Tier. Before starting the application process you must decide which type of Higher Tier agreement to apply for:

1. Woodland only – choose this type if your application is just for woodland creation maintenance or woodland improvement (options WD1 and /or WD2) and any supporting capital items.
2. Agri-environment only – for applications on farmland and habitats not including woodland creation or improvement. You can choose to apply for both management options and capital items.
3. Mixed – applications that include both woodland and agri-environment options and capital items.

## 4.1 Higher Tier initial application: step by step guide

The initial application is the first stage of the application process. You identify the high priority Countryside Stewardship management opportunities on your holding and tell us which ones you will focus on. The detail needed in your initial application depends on the type of Higher Tier agreement you apply for.

### Step 1 – Before you apply:

- read the guidance in Section 4.2 for details on how to find general support and guidance
- consider which land to include. You should include the most significant environmental features and/or issues on your holding. You must include any SSSIs or SMs, where eligible. This will help you decide which type of Higher Tier application pack you will need to request: Woodland only, Agri-environment only, or Mixed (containing both)
- applications for the Higher Tier woodland creation maintenance option (WD1) that follow a Countryside Stewardship Woodland Creation Grant capital agreement, only relate to the area of new woodland. For this reason, these applications do not need to include any SSSI land and SMs on the holding. Applications for option WD1 are by invitation only
- If your application includes woodland, you must have a WMP approved, or approved in principle, by the Forestry Commission. You must have this by the initial application deadline. You need to submit your draft WMP for approval at least 7 weeks before the initial application deadline (3 May) so that you get the approval in time. You must make sure that any relevant tree felling consents are also in place for your WMP to be approved. If your application is for WD1 you do not need a WMP
- Register on the Rural Payments service if you have not already done so. Read Section 4.3
- Make sure that all land parcels you want to include in your application are registered in the Rural Payments service and linked to your SBI. Read Section 4.3.1
- if you prefer to use an agent, you will need to authorise them to act for you. Read Section 4.4
- If you're in a Countryside Stewardship Facilitation Fund Group, you can contact your facilitator for advice. Read Section 4.7.1.



## Step 2 – Request a Higher Tier application pack

- Call us on 03000 200 301 you will need the SBI.
- You can request your application pack from 18 February but your request must be received by 31 March.



## Step 3 – When you receive the application pack:

- make sure you have received all the documents listed in the application pack covering letter
- check all details are correct for each land parcel, on Annex 1 and/or Annex 2 and your maps
- check that all land parcels you want included in your agreement are in your application pack. For parcels to be included they must be registered in the Rural Payments service. If you need new land parcel numbers, fill in an RLE1 form and send it to us with sketch maps. Read Section 4.3
- if applicable, download copies of the Countryside Stewardship Land Ownership and Control form(s) and/or Countryside Stewardship common land and shared grazing supplementary application form from [Countryside Stewardship forms](#) on GOV.UK



## Step 4 – Complete the Farm Environment Record (FER) map (not applicable to Woodland-only applications)

- Read Section 4.6 and read the guidance received with your application pack. Use this information to help you complete your FER for all agri-environment land that you include in your application.
- Use the information in your completed FER to help you decide which Countryside Stewardship priorities to include in your application. Read Section 4.7.
- This forms part of your initial application.



## Step 5 – Start to fill in your initial application:

- follow the guidance received with the application pack to fill in your Higher Tier initial application
- what you need to decide at this stage depends on what type of Higher Tier agreement you are applying for
- read Section 4.7 for advice on choosing what to include in your initial application.



## Step 6 – Submit the initial application form to RPA

- You must make sure that the declaration is signed.
- Attach any required supporting documents. The initial application form guidance will help you decide what is needed, for example, this could include a Land Ownership and Control form(s) and/or common land and shared grazing supplementary application form.
- You may have identified evidence that is needed but we haven't asked you to send it with your initial application. You must keep this evidence as we may ask to see it.
- If you already have a valid Historic Environment Farm Environment Record (HEFER), include it with your initial application. Read Section 4.10.1 .
- You can email or post your initial application using the contact details in Annex 9.
- 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.
- We must receive your initial application form by 3 May.

## 4.2 General support and guidance

You can read all [Countryside Stewardship guidance](#) on GOV.UK .

For general Higher Tier enquiries, contact us by:

**telephone:** 03000 200 301

**email:** [ruralpayments@defra.gov.uk](mailto:ruralpayments@defra.gov.uk)

**post:** Rural Payments Agency (CS), PO Box 324, Worksop, S95 1DF

You can get technical advice on Higher Tier applications from a local Natural England adviser. They can advise whether a Higher Tier or Mid Tier application may be more appropriate. If your initial application is successful and includes agri-environment land, they will support you in the further development of your application.

You can get technical advice on your woodland applications from the Forestry Commission.

You can find [contact details for the Forestry Commission](#) on GOV.UK

You may be able to get advice from a Catchment Sensitive Farming Officer (CSFO) on addressing water quality issues in your application. Read Section 4.7.7.

If you have land in a National Park, you can contact the National Park Authority as they may be able to help you make a stronger application.

## 4.3 Register with Rural Payments

You must register in the [Rural Payments service](#) on GOV.UK before you can request a Countryside Stewardship application pack, if you have not already done so. When you register you will receive a Customer Registration Number (CRN) and an SBI. Agents applying for you must also register on the Rural Payments service. Read Section 4.4.



### 4.3.1. Registering land parcels

You need to register all the agricultural land parcels on your holding which are 0.0100 hectares or larger so they appear on your digital maps. You also need to register all of the non-agricultural land parcels you intend to include in your Countryside Stewardship application with management options or capital items. This includes any buildings and farm yards on which you want to apply for options or capital items.

For example:

- options HS1 or HS8 for maintenance of weatherproof traditional farm buildings
- any capital works in the farm yard, such as those for water quality improvements.

The total field size of every land parcel needs to be accounted for, including how different areas of the parcel are being used for different things, using the appropriate land use codes.

You can check all the land parcels registered to your holding in your digital maps in the Rural Payments service.

- Go to: [www.ruralpayments.service.gov.uk](http://www.ruralpayments.service.gov.uk).
- From the 'Business overview' screen, click 'Land' then 'View land'.
- To view individual land parcel details select the land parcel you need. The 'Parcel details' screen shows you a digital map and details of the land parcel.

If you believe the map or any of the details are incorrect, you need to request a change to your digital map.

To request changes to your land information, you must complete an RLE1 and send it to us straight-away. This will prevent significant delays in sending an agreement offer or the application being rejected.

Read more information about [updating your land parcel records](#) on GOV.UK.

Read more information on [how to check your digital map](#) on GOV.UK.

Find the Rural Payments service land use codes on [BPS 2020](#) on GOV.UK.

## 4.4 Authorise an agent

You can authorise an agent to fill in and submit your application for you. This also applies to payment claim forms for Agreement Holders.

For an agent to act for you, you must give them the appropriate permission levels in the [Rural Payments service](#) on GOV.UK. This applies even if you have previously authorised the agent using the paper agent authorisation form.

Read [Give someone else permission to act on your behalf](#) on GOV.UK for more information on the different levels of permission.



## 4.5 Request an application pack

To request an application pack, call us on 03000 200 301. You must provide the SBI. We create your application pack based on your land and Higher Tier application type. You must request your application pack by 31 March. You should receive your application pack within 5 working days of your request.

## 4.6 Complete a Farm Environment Record (FER)

You must complete an FER map for all Higher Tier Agri-environment only and Mixed applications to map the location of the environmental features of interest on your holding. This will help to indicate what management may be suitable. You need to print 2 copies of your Options/FER map. This is so that you can show your options choices on one copy, and show the environmental features on your holding on the other copy. After you've done this, scan them into your computer.

You must submit your completed FER as part of your initial application. An FER is not required for Woodland Only applications.

The FER does not need to cover the whole holding but must include:

- any parcels on which you intend to apply for Countryside Stewardship grants
- any SSSI land or SMs on your holding, even if you do not intend to apply for Countryside Stewardship grants on them
- any land parcels that are at moderate or high risk of run-off and/or soil erosion.

Features mapped in the FER must be kept and protected from damage or removal for the duration of your agreement.

Read the guidance in your application pack about how to complete the FER. If you have any land parcels at risk of run-off and/or soil erosion use the [Runoff and soil erosion risk assessment form](#) on GOV.UK.

## 4.7 How to choose grants (options and capital items)

You should consider the types of grants to include in your application at an early stage. This will give you time to request any advice, approvals, consents or permissions. Read Section 4.11.

You can choose from a wide range of grants in the Higher Tier scheme. What you need to include in your initial application depends on whether you include agri-environment and/or woodland support. You should use the guidance in your application pack to help you identify what to include and how to fill in your initial application.

You need to consider the following points to help you decide what to include in your application:

- how to increase your application's score (Section 4.7.1)
- choosing options that address environmental priorities in your local area (Section 4.7.2)
- understanding the option and capital item management requirements (Section 4.7.3)
- addressing any priorities relating to water quality (Section 4.7.7), priority habitat (Section 4.7.5), priority species (Section 4.7.6) and to organic land (Section 4.7.8)
- any advice received from a CSFO (Section 4.7.7) or Countryside Stewardship Funded Facilitator
- any advice received from Natural England about SSSI land (Section 4.7.1)



- addressing any issues or management opportunities identified in your FER (Section 4.6), HEFER (Section 4.10.1) and/or Baseline Evaluation Survey (BEHTA) (Section 4.10.2)
- your approved woodland management plan, if you have one.

Make sure the grants you choose are suitable for your land and that you will be able to meet the management requirements for the length of the agreement. Once the agreement has started, changes can only be made in very limited circumstances, with written permission from RPA. Read Section 6.

## 4.7.1 The effect on your initial application's score

### Agri-environment and Mixed Applications

Your choice of grants affects your initial application's score. Priority features which can increase your score include:

- priority habitats
- water quality issues
- historic environment features
- meeting the requirements of the Wild Pollinator and Farm Wildlife Package (WPFWP)
- Section 41 species requiring bespoke management
- species in the Woodland Bird assemblage
- species in the Breeding Wader assemblage.

We will only give a score for these features if they need management that is only available in Higher Tier. You can include features suited to Mid Tier management in your Higher Tier initial application, but they will not contribute to your score. The score received for a feature depends on:

- the type of feature
- the priority level, as described in the Statements of Priorities
- the area of it offered for management, or in the case of Historic Features the number of parcels it is on.

We will give additional scores for initial applications that:

- include SSSIs – this higher score depends on the area of the SSSI
- include genetic conservation (native breeds at risk)
- include educational access
- meet the requirements of the WPFWP
- are part of a Countryside Stewardship Facilitation Fund Group.

If your initial application is successful you will need to develop your final application. Your final application needs to match the priorities you identified in your initial application. If it doesn't, it will be scored but may not be successful.

Read Annex 3 for more details.

### Woodland Only and Mixed Applications

The score for the woodland in your Higher Tier application, including the woodland in a mixed application, is based on the content of your application. You must provide a score for the woodland elements of your initial application. The Forestry Commission will confirm the woodland element score for the final application.



Any area to be scored must fit into one of 4 Countryside Stewardship objectives.

- Priority habitats
- Priority species
- Plantations on Ancient Woodland Sites (PAWS) restoration
- Water

All the land included in your application must be eligible under at least one of these objectives.

You must take into account your whole initial application and calculate a total score for each objective. Where more than one objective could apply, you must choose which one to use for scoring. You can only use one objective for an area in your application. You can base your choice of which objective you select on the objective's relative scores. Supplementary points will be awarded later if your land is covered by more than one objective.

We will increase the score for applications where:

- the area is made up of blocks within or touching a Woodland Bird Assemblage area
- all or part of the application is located within a woodland SSSI
- all or part of the application falls within multiple priority objectives.

#### 4.7.2 Identify local priorities

You should choose grants that focus on the environmental priorities in your local area. You can use Countryside Stewardship [Statements of Priorities](#) and Priority Maps on GOV.UK to identify the priority features and issues targeted in your area. This will help you choose which grants to include in your application.

#### 4.7.3 Find grant details

You can find more information about the grants available in Higher Tier in:

- Annex 2 of this manual - this lists all of the grants available in Higher Tier, including payment rates
- Annex 5 of this manual - this includes details of the Woodland Support grants available.

These give a detailed description of all of the available grants and will help you decide if a grant is suitable for your holding.

For each management option and capital item you will find a description that includes:

- how the grant will benefit the environment
- the payment rate of the grant
- where it can and cannot be used (eligibility)
- an outline of what management is required to use the grant successfully (prescriptions)
- record keeping requirements and other terms and conditions.

You can download the above [countryside stewardship hier tier manuals](#) from GOV.UK

#### Countryside Stewardship grant finder

The grant finder lists all the grants available. You can find it on GOV.UK by searching for 'Countryside Stewardship grants'. Use it to filter the list of grants by type, land use, tier and funding, or search for key words. You will see a full description about each grant including value, eligibility requirements and an outline of management requirements.



#### 4.7.4 The Wild Pollinator and Farm Wildlife Package (WPFWP)

Applying for the WPFWP will help you provide a good combination of resources for wildlife on your holding. To include the WPFWP you need to choose management options that meet the requirements of the package. In Higher Tier, these must be at least 5% of the arable, temporary grass or permanent grass area in your application. Packages are available for arable farms, pastoral farms and mixed farms.

The package is suited to holdings where an expiring Higher Level Stewardship agreement has delivered good outcomes for farmland biodiversity, such as by using the Higher Level Stewardship Farmland Bird Package.

Read Annex 4 for more information.

#### 4.7.5 Actions for Priority Habitats

One of the main priorities for Countryside Stewardship is to protect and improve biodiversity. The scheme offers grants to maintain, restore and create priority wildlife habitats on farmed and forested land.

You can find which Countryside Stewardship priority habitats there are in your local area by using the information in Section 4.7.2.

You may be able to create new habitat on land currently under arable, intensive grassland or forestry use. Applications for this are most likely to be successful where the new habitat will:

- extend or link existing habitat to connect separate parcels of land and reduce the number of isolated parcels
- improve the condition of river, lake and wetland features affected by diffuse water pollution and/or help reduce flood risk.

#### 4.7.6 Actions for Priority Species

In England, Countryside Stewardship is the main way of supporting changes in land management that are necessary to meet many of our national and international commitments to species conservation. In particular, under:

- the Conservation of Habitat and Species Regulations 2017
- the Government's Biodiversity 2020 commitment to priority species
- the Government's National Pollinator Strategy.

Conservation of most of England's priority species need land management partly or wholly delivered by Countryside Stewardship (and previous schemes).

Meeting these management requirements typically involves:

- setting option prescriptions so they are specific to the individual case
- using the WPFWP to provide the right combination of options (read Section 4.7.4 and Annex 4)
- using the threatened species supplement.

You can find out which Countryside Stewardship species and habitat priorities there are in your local area using the information in Section 4.7.2.

#### 4.7.7 Water quality issues, including run-off and soil erosion risk

Some management options and capital items can be used to help improve the quality of water on

your farm, and in your local water catchment area.

If there is run-off and soil erosion risk identified on your FER, consider whether any grants would resolve the problem and include them in your application.

You should also use the information in Section 4.7.2 and Annex 7 to identify any areas of your holding in high, medium or low Countryside Stewardship water quality priority areas. Focusing on water quality issues is particularly important if your land is in a Countryside Stewardship High Water Quality Priority Area. If it is, you may be able to get advice from a Catchment Sensitive Farming Officer (CSFO) or apply for grants that are only available with their approval.

With this information you can decide whether water quality grants are appropriate for your application. If you need advice to adopt a Recommended Fertiliser Management Plan contact your local CSFO.

Read more general information on the [Catchment Sensitive Farming Programme: reduce water and air pollution](#) on GOV.UK.

The approval to include certain options and capital items in your application does not guarantee that the option/capital item will be in any Agreement offer and it does not guarantee an Agreement offer.

#### 4.7.8 Organic conversion and management

Higher Tier provides 16 options that are only available to organic farmers and land managers. These include options for conversion to organic status (OR1 – OR5) and to continue to manage existing organic land (OT1 – OT6). Other scheme options and items can be included in the agreement if they are compatible with organic status.

To apply for the Organic Management options you must be registered with an [Organic Control Body \(OCB\)](#) on GOV.UK, for the full period of the agreement. If the organic registration is not in place for the full agreement period, then all the organic payments will be recovered.

If you choose to apply for the Organic Conversion options you must keep your organic registration from the start of your organic conversion period through to the end of the agreement.

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 conversion, but all the land must be converted before the end of the Countryside Stewardship agreement.

To be eligible for the Organic Conversion options you must either:

- have completed a Conversion Plan, which must be approved and signed-off by your OCB; or
- have completed a Viability Plan, for land which does not have a signed-off Conversion Plan at the time you apply. If you use a Viability Plan you must get an approved and signed-off Conversion Plan from your OCB before claiming any conversion option payments.

You must keep all evidence of organic certification and schedules as we may ask to see them. If you claim for BPS we will check this information against your BPS claim. If you do not claim for BPS we may contact you for information.

Organic Conversion payments are not available on your land if your business has previously received any Organic Conversion payments under a previous scheme, such as Organic Entry Level Stewardship (OELS).



## 4.7.9 Agreement duration

Some Higher Tier agreements last for more than 5 years. This is the case:

- Where any of the options in the table below are used. This is because these options involve complex changes with long-term impacts on environmental conditions and land use. Only these options remain under agreement for 10 or 20 years. Any other options in the agreement last for 5 years, after which they drop out of the agreement.
- On all commons and shared grazing land. Agreements on this land last for 10 years. These agreements can only include land parcels that are common or shared grazing land. Read Annex 6 for more details and definitions.

Option	Option Duration (years)
Creation of coastal sand dunes and vegetated shingle (CT2)	10
Creation of inter-tidal and saline habitat on arable land (CT4)	20
Creation of inter-tidal and saline habitat by non-intervention (CT5)	20
Creation of inter-tidal and saline habitat on intensive grassland (CT7)	20
Creation of wet grassland for breeding waders (GS11)	10
Creation of wet grassland for wintering waders and wildfowl (GS12)	10
Raised water level supplement (SP2)	10
Making space for water (SW12) 20 Year	20
Management of moorland (UP3)	10
Creation of reed bed (WT7)	10
Creation of fen (WT9)	10
Creation of traditional orchards (BE5)	10
Restoration towards species-rich grassland (GS7)	10
Creation of species-rich grassland (GS8)	10
Creation of grassland for target features (GS14)	10
Restoration of forestry and woodland to lowland heathland (LH2)	10
Creation of heathland from arable or improved grassland (LH3)	10
Woodland creation - maintenance payments (WD1)	10
Restoration of wood pasture and parkland (WD5)	10
Creation of wood pasture (WD6)	10

## 4.8 Submit the initial application

Read the information included with your application pack. This will tell you how to submit your application forms and any supporting documents.

You must request your application pack by 31 March 2019. You then need to complete and submit your initial application by 3 May 2019. Read Section 2.

You can withdraw a submitted application in writing at any time before the closing date. If there is time, you can resubmit another application to replace it.

## 4.9 After your initial application: step by step guide

### Step 1 – Initial application checks and scoring

- We will acknowledge receipt of the initial application.
- We will check each initial application for eligibility.
- Natural England and Forestry Commission score and rank applications as described in Annex 3, except applications for organic conversion and management options. Countryside Stewardship is competitive and not all applications are successful.
- We will tell you if your application has been successful or not.
- If your application is rejected we will give you the reason. Read section 4.14.



### Step 2 – Final application development: read Section 4.10

- If your initial application is successful, you need to develop it into a final application by 31 August.
- Natural England and/or Forestry Commission will support you to do this by providing recommendations. You will need to complete and sign the final application.
- If your initial application is successful but you have not yet submitted a HEFER, we will request one for you at this point. Read Section 4.10.1.



### Step 3 – Get all applicable consents, permissions and evidence

- You must arrange all necessary consents, permissions and evidence that you need for your application by 31 August. You must keep this evidence as we may ask to see it. Read Sections 4.11 and 4.12 for more information.
- You must submit any requested 'baseline' (BEHTA) evidence by 30 September. Read Section 4.10.2 for more information.
- You need to allow plenty of time to arrange these.



### Step 4 – Conclusion of Negotiations: read Section 4.13

- We will send you a Conclusion of Negotiations letter and Negotiated Schedule by mid-September. These record what you included in your final application. You must check the schedule. No further changes are allowed after 30 September.
- You must return the tear-off slip from The Conclusion of Negotiations letter to tell us if you want to continue to the next stage. We must receive it by 30 September.



## Step 5. Agreements are offered

- When we offer you an agreement, we will send you a declaration to sign. If you want to accept the agreement you must sign and return the declaration within 20 working days.
- We will withdraw the offer if you do not accept it in time.
- If there is SSSI land in the agreement offer, the offer will include a SSSI Notice from Natural England. You must sign and return this Notice.



## Step 6. Agreement starts

- If you accept the agreement in time, we will send you a letter to confirm that your agreement will start on 1 January 2020.
- If applicable, Natural England will provide SSSI consent.

## 4.10 Final application development

If your initial application is successful, you need to develop it into a final application by 31 August. Although you will need to complete and sign the application form, Natural England and/or Forestry Commission will support you to develop your application. Depending on your application this support could involve:

- applying the recommendations of the HEFER consultation response. Read Section 4.10.1. You may need to consult with Historic Environment organisations
- Natural England recording the current condition and extent of agri-environment features. Read Section 4.10.2
- Forestry Commission assessing the proposals on the ground to make sure they meet with scheme rules and the UK Forestry Standard
- finalising the selection of grants, to produce the agreed environmental outcomes. This may be in negotiation with Natural England, Forestry Commission and/or Historic England
- agreeing prescriptions and indicators of success
- getting quotes for some capital items
- consulting Natural England about any SSSIs
- getting any consents and permissions that are needed. Read Section 4.11
- carrying out soil sampling and analysis, if appropriate. This must be done in time to help you make your final grant choice and prescriptions
- getting other evidence for your application. Read Section 4.12.

### 4.10.1 Historic Environment Farm Environment Record (HEFER)

If your initial application is successful, we will request a HEFER from historic environment organisations. This will provide you with free information about the historic environment on your land.

You should receive an email to tell you that the HEFER response is available. You must follow the link in the email to download the HEFER response. This is from the SHINE website, which includes information about the Selected Heritage Inventory for Natural England (SHINE).

If you do not have an email address you can ask us to send your HEFER by post. You should use the information provided in the HEFER to help you choose appropriate options and capital items. You must add the information to your FER. If you have any SMs read Section 4.11.1.

HEFER reports are valid for 3 years. If you have a HEFER report that is less than 3 years old that covers all land parcels in your application, you can use this to support your application. If you are aware of any historic features discovered after the HEFER was made, discuss this with your Natural England and/or Forestry Commission adviser.

### 4.10.2 Baseline Evaluation Survey

All Agri-environment only and Mixed applications need a 'Baseline Evaluation of Higher Tier Agreements' (BEHTA). This is not required for woodland-only applications.

The BEHTA records the condition and extent of features at the time the application is made. This provides an environmental baseline that can be used for checking the agreement in the future. Comparison with the baseline gives a measure of progress in achieving environmental outcomes. This data can also be used to help:

- choose appropriate grants
- set option prescriptions and indicators of success and capital grant specifications.

Where needed, your Natural England adviser will complete the BEHTA. This usually includes a survey of the land included in your application. Where there is suitable existing baseline evidence, a full survey may not be necessary.

## 4.11 Get consents and permissions

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.

You can find guidance in this section and by using the [Countryside Stewardship grants](#) (known as the grant finder) on GOV.UK. Read Section 4.7.3.

To make sure you submit a valid application:

- identify the consents and permissions you need as soon as you start your application. This will depend on any designations attached to your land and on the options that you choose to include in your application
- contact the relevant organisations shown in the guidance for advice and consents, where required
- provide us with the evidence needed to support your application.

You may be unaware of some of the consents and permissions you need until after you have received advice or reached a certain stage in your application development. You should contact the relevant organisations as soon as you are aware of these requirements.

### 4.11.1 Consents

Examples of the kinds of permissions and consents you may need are explained below.



## Site of Special Scientific Interest (SSSI)

If there is SSSI land on your holding your Higher Tier application will need SSSI consent from Natural England. Natural England will advise on management or changes needed to keep or bring the SSSI land into favourable condition through Countryside Stewardship.

Contact Natural England as early as possible to discuss this.

If your application includes SSSI land, our agreement offer to you will include a SSSI Notice from Natural England. You must sign this and return it with your declaration.

## Scheduled Monuments (SMs)

If you have an SM on your holding, the HEFER advice will give you management recommendations from Historic England. This will include advice on how to maintain or bring the SM into favourable condition and protect the feature of historic interest.

Some work may need Scheduled Monument consent from the government (advised by Historic England). For example, soil sampling, fencing, gateways and water supplies.

If you have an SM you must:

- contact Historic England for further information and to find out whether or not you need Scheduled Monument consent
- include an appropriate option in your application.

You can get advice on whether you can do the work so that it avoids a negative impact on the SM.

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

- listed buildings
- registered parks and gardens
- registered battlefields.

## Protected Species

You may need a wildlife licence, which you should keep for evidence, if any activities in your application may affect protected species. You can read more information at [Managing wildlife on your land](#) on GOV.UK and Section 3.1.7.

## Work affecting water

You may need consent from the Environment Agency (EA), Internal Drainage Board or Local Authority for management that will affect any watercourses. This includes work:

- to a watercourse
- within 8m of a watercourse
- within the flood or coastal plain (for example, excavation work for a pond).

You do not need consent to establish arable margins.

You do not need to provide evidence of consent or evidence that such consent is not needed with your application (but see Note below). If required, you will need to have consent in place before you carry out any work. You will need to submit this evidence with your payment claim.



Note: We are shortly to ask the European Commission to amend the requirements set out in our Rural Development Programme to submit consents, where this is required, with your application. We will let you know if such a change has not been accepted by the Commission before the closing date for applications. You will still need to gain permission (or evidence that this is not required) before any work is carried out.

If you need any of the following consents, you will need to arrange this well in advance of the application deadline because it can take up to 2 months:

- land drainage consent
- discharge consent
- an abstraction licence.

You may need to get consent from EA for any work associated with the following:

- pesticide treatment
- water extraction
- storage of slurry, silage or fuel oil.

You can find contact details for your local [Environment Agency](#) office on GOV.UK

If your land has significant erosion problems, or is causing pollution, you need to resolve this before you can be considered for an agreement. This is particularly important in sensitive river catchments.

## Work on trees and hedges

You may need permission for work on trees that are under a Tree Preservation Order (TPO). If this applies to you, contact your Local Authority or National Park Authority. Read more information on [Tree Preservation Orders and trees in conservation areas](#) on GOV.UK.

You may need a Forestry Commission Felling Licence to remove trees or manage hedges. This applies whether they are in woodland or not.

You can fell up to 5m<sup>3</sup> and sell up to 2m<sup>3</sup> of timber without a felling licence each calendar quarter. If you plan to fell or sell more, you must get a felling licence before your agreement offer can be issued. Read more information about [tree felling licences](#) on GOV.UK.

You do not need to provide evidence of any TPO permission or a felling licence with your application (but see Note below). If required, you will need to have the consent before you carry out any work. You will need to submit this when you make a claim for this work.

Note: We are shortly to ask the European Commission to amend the requirements set out in our Rural Development Programme to submit TPO permission, where this is required, with your application. We will let you know if such a change has not been accepted by the Commission before the closing date for applications. You will still need to gain permission (or evidence that this is not required) before any work is carried out.

## Consultation for woodland schemes

Proposals for tree felling or creating new woodland are published on [the public registers](#) on GOV.UK for a period of 28 days. During this time comments on the proposals can be made. Statutory bodies with an interest in the project area are also consulted directly, as required.



Responses from consultation will also help the Forestry Commission decide whether a proposal is a relevant project which will need an Environmental Statement, as required under the EIA (Forestry) Regulations (England and Wales) 1999. Read more about [Environmental Impact Assessments for woodland](#) on GOV.UK.

When an EIA Opinion is made or Consent is granted by the Forestry Commission, the outcome is published on the EIA Register. [Access the public register for environmental information](#) on GOV.UK.

## Listed buildings

If you are proposing work to any listed building(s) you must discuss this with your Local Authority or National Park Authority. They will advise whether you need Listed Building consent.

## Conservation Areas

If any part of your holding is in a conservation area, you must contact the Local Planning Authority or National Park Authority. This is particularly important if you intend to work on trees, buildings, boundaries or other structures.

## Work affecting Public Rights of Way

If you intend to erect a new fence or other boundary that crosses a public right of way, you need to get authorisation from the local Highways Authority.

## Common land

If you include common land or shared grazing, in your application you must check if the work requires consent. Before applying for consent, you must consult stakeholders. For details, read Annex 6. If the work also needs an Environmental Impact Assessment (EIA) and/or planning permission, you must usually:

- carry out discussions as above, before seeking these permissions
- get these permissions before seeking consent for work on the common.

### 4.11.2 Permissions

#### Planning permission or General Permitted Development Order (GPDO) consent

It is your responsibility to find out whether planning permission for certain work is required. Your local Planning Authority or National Park Authority can give you informal advice on whether a proposal needs planning permission or GPDO consent.

Most routine agricultural operations do not need planning permission because:

- they are not regarded as 'development' under planning legislation; or
- they are 'permitted development' that is 'reasonably necessary' for agriculture.

More operations may need GPDO consent. For example, creation of ponds, tracks or roofing capital items.

For general guidance on planning (not farm-specific) read [Planning practice guidance](#) and/or the [plain English guide to the planning system](#) on GOV.UK.



NFU members can also access [the NFU guide to the planning system](#) on the NFU Website

You do not need to provide evidence of whether planning permission or GPDO consent, or evidence that such permission is not needed, with your application (but see Note below). If required, you will need to have permission or consent in place before you carry out any work. You will need to submit this evidence when you make a claim for this work.

Note: We are shortly to ask the European Commission to amend the requirements set out in our Rural Development Programme to submit planning permission, where this is required, with your application. We will let you know if such a change has not been accepted by the Commission before the closing date for applications. You will still need to gain permission (or evidence that this is not required) before any work is carried out.

### 4.11.3 Environmental Impact Assessment Regulations

#### Agriculture

These regulations protect environmentally significant areas which are mainly uncultivated land and semi-natural areas, from damage by activities which increase the land's agricultural productivity.

For more information, read [EIA \(Agriculture\) regulations: apply to make changes to rural land](#) on GOV.UK.

Uncultivated land is land that has not been cultivated for 15 years by chemicals or physically.

Semi-natural areas include:

- priority habitats
- historic environment features of greater than regional significance
- landscape features, such as historic parkland.

A semi-natural area will need a screening decision before activity starts, whether the land is uncultivated or not.

If activities or works which increase the productivity of uncultivated or semi-natural land form part of a proposed Countryside Stewardship application, you must contact Natural England for further advice. Contact the Environmental Impact Assessment helpline on 0845 600 3078.

Particular consideration should be taken where land has been in schemes for over 15 years that has created habitat. This will now be considered as semi-natural under the EIA Agriculture Regulations and will need a screening decision before starting any work that may improve the land's agricultural productivity.

Also, if land has been reverted to grassland for a period of time and holds historic environment features, it will need a screening decision where those features are regionally significant or more, and you wish to convert those grasslands to arable.

#### Forestry

You will need to contact the Forestry Commission if you are applying:

- to change land use by felling trees that are too small to need a felling licence
- for support for woodland infrastructure.

This is so that they can assess the environmental impact of the work.



You do not need to cover this work with an application for a felling licence.

Contact your local Forestry Commission adviser for guidance. [Contact details for the Forestry Commission](#) are available on GOV.UK along with general guidance on [Environmental Impact Assessments for woodland](#).

## 4.12 Other evidence required at application stage

You must keep evidence to show that you, the business, land and grants are eligible, and have it available on request as we may ask to see it.

### 4.12.1 Identify the evidence and supporting documents you need

You must retain any other evidence (such as photographs) set out under the management options and capital items. Find more information on the [countryside stewardship grants](#) pages on GOV.UK and have it available on request as we may ask to see it in support of your application.

You must check what supporting documents are required for each option and capital item. Your application form and the guidance received with it should also help you to identify any supporting information you need to submit.

### 4.12.2 Business viability test

For applications including capital expenditure of over £50,000, you must submit a statement from a chartered accountant. This is to confirm that the business or SBI has the resources from trading profits, reserves or loans to undertake the work in the proposed agreement schedule.

Where confirmation from an accountant is needed, the accountant will need to provide a letter on headed paper which confirms at least the following:

- they are a chartered accountant
- they act as accountant for the applicant
- they can confirm that you as the applicant have sufficient finances to complete the capital works in your application and how these funds will be sourced, for example, savings, loan, etc.
- their understanding of the total value of the capital works in the application.

If your application includes more than £500,000 of capital items, we will also review 3 years of your relevant business accounts or other evidence. This is to confirm that you have the administrative, financial and operational capacity to meet the agreement requirements.

## 4.13 Conclusion of negotiations

When the negotiations are completed, we will send a Conclusion of Negotiations letter and Negotiated Schedule to you so that you can confirm that you agree with the record of the final position and wish to be considered for a formal agreement offer. If you do want to be considered for a formal agreement offer, you need to sign the return slip on the letter and we must receive it by 30 September. No further changes can be made to the application after 30 September.

We will check the application and any required evidence before we make an agreement offer. We will send the agreement offer to you with a declaration slip for you to sign and return within 20 working days of the date of the letter to accept the offer.



## 4.14 Why applications may be rejected

We 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
- is incomplete by the final submission date of 30 September
- does not have all necessary supporting evidence by 30 September.

You have the right to appeal, as set out in Section 6.9.

If your initial Higher Tier application is unsuccessful, an adviser may discuss with you if it is suitable for a Mid Tier agreement.



# Section 5: Scheme requirements and procedures

## Countryside Stewardship

Protecting the natural environment for future generations



[www.gov.uk/rpa/cs](http://www.gov.uk/rpa/cs)

## 5. Scheme requirements and procedures

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

### 5.1 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.

All Higher Tier agreements start on 1 January 2020. For capital items you should not undertake work or incur costs for capital items before you have accepted your agreement offer, even if these form part of your agreement. The agreement must not include any work that has already been carried out or any financial commitment already made before 1 January 2020. If it does, the agreement may be terminated.

#### 5.1.1 Entering – and ending – an agreement: Option delivery and relationship to the cropping cycle

You do not need to destroy crops which are in the ground at the start of an agreement (1 January 2020) to establish a chosen option, you can manage and harvest them as normal farm crops.

However, some options may have restrictions on their management from 1 January 2020. For example, where the option requires that you do not use any fertiliser, pesticide sprays or other inputs. This will be detailed in your agreement.

Agreement options may 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. In these cases, you must complete the work and meet any option requirements, during the first 12 months of the agreement.

Some options such as basic overwintered stubble (AB2) and brassica fodder crop (AB13) require the stubble to be kept until 15 February in the year after it was established. However, it only needs to be retained until 31 December in the last year of the agreement.

### 5.2 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 – read clause 1 of the Terms and Conditions in Annex 1.

‘Agreement Land’ is defined in clause 1 of the Terms and Conditions.

Land parcels where rotational options will be located during the term of the agreement, will only be considered as Agreement Land if the option is active on that land parcel in a particular year.

You, as 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 or capital item specification as part of the Countryside Stewardship Agreement Document, or
- specifically required for organic management.



## 5.2.1 General management requirements

You 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
- allow field operations or stocking to cause any ground disturbance, wheel rutting, poaching or compaction on Agreement Land.

You can use Agreement Land to store muck heaps temporarily if you can continue to meet all the requirements in your agreement that apply to the area concerned.

## 5.2.2 Protecting historic features

These requirements apply to any features marked on the FER map and HEFER report and also for any additional features of which we later write to tell you about.

You must not do any of the following:

- 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 carried out as part of a routine in the past 5 years. You must have SM consent from the Secretary of State for the Department of Culture Media and Sport, as advised by Historic England to carry out sub-soiling on SMs
- 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
- 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.

## 5.2.3 Hedgerows

In any one calendar year, you 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.

There is an exception for public safety, allowing road and trackside hedgerows to be cut annually or more frequently.

You must mark all hedges on or bordering Agreement Land on the FER map. You can find detailed guidance on the relevant hedges, and how to mark them on the FER map, with your application pack.

## 5.2.4 Grazing management

The following table lists Higher Tier multi-year options which limit grazing activity.



**Table of Higher Tier multi-year 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
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



Option code	Title
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 ground waters
UP1	Enclosed rough grazing
UP2	Management of rough grazing for birds
UP3	Management of moorland
UP6	Upland livestock exclusion supplement
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

\* Severely Disadvantaged Area (SDA)

If the agreement contains one or more of these options you must meet the following requirements.

- Avoid over-grazing and under-grazing across the whole grazed area of the holding. Distribute stock across the grazed area of the holding to make sure this is the case.
- Stock no more than the rates given in your 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 where annual growth is not fully used, or where scrub or coarse vegetation is becoming evident, and this is damaging the environment of the site.

Over-grazing is where land is grazed by 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.

Read Annex 8 for more information about what you need to include in your records, how to convert livestock numbers to livestock units and what to do when you take over additional land.

### 5.2.5 Nitrate Vulnerable Zones

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

### 5.2.6 Farming Rules for Water

You must meet the requirements of the [Farming Rules for Water](#) on GOV.UK.

### 5.2.7 Maintaining capital items

You must maintain capital items funded under Countryside Stewardship on Agreement Land, in the condition and to the specification for which they were granted aid, for a set period of time.

For capital works which form part of a multi-year agreement this requirement lasts for the whole time that the land parcel where the capital item is located, is under agreement.

We may recover payments if you do not meet these requirements, or if your Agreement Land that the capital item is located on is taken out of the scheme before the end of the agreement.

### 5.2.8 Heather and grass burning

Where you have the legal right to carry out burning, and intend to do so, you must meet the requirements of the Heather and Grass etc. Burning (England) Regulations 2007.

You can find details of the requirements and information on when to apply for a licence at [Heather and grass burning: rules and applying for a licence](#) on GOV.UK.

You must also follow the [Heather and Grass Burning Code](#) (as may be amended).

If heather or grass burning is included in your Countryside Stewardship application, your Natural England adviser will discuss a restoration plan with you.

## 5.3 Cross Compliance: requirements

Cross compliance is a set of rules which applies to all farmers and land managers receiving payments from the Basic Payment Scheme, Countryside Stewardship and other Rural Development schemes.

If you have woodland parcels included in your agreement, cross compliance only applies to the woodland that you receive multi-year payments for. It is only the Statutory Management Requirements (SMRs) that apply not the Good Agricultural and Environmental Conditions (GAECs) in most cases. GAECs only apply as well as SMRs if you are paid for WD1 and BPS.

Cross compliance requires you, as an Agreement Holder, to:

- maintain your land in GAEC by meeting a range of standards that relate to water, the protection of soil and carbon stock, and landscape features, and
- meet a range of SMRs relating to the environment, public and plant health, animal health and welfare, and livestock identification and tracing.

You must meet the cross compliance requirements across your 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 you, as the Agreement Holder, situated within the UK. This includes land which is:

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



You can find full details about cross compliance requirements in [the Guide to Cross Compliance in England](#)

These requirements are updated annually and apply to that calendar year, regardless of when a Countryside Stewardship agreement started.

This is only a summary of the cross compliance requirements. You must follow the requirements given in the latest version of 'The Guide to Cross Compliance in England'.

## 5.4 Evidence: Record keeping and inspection requirements

You must obtain and keep evidence to show 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.

### 5.4.1 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, multi-year options 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, in particular capital item claims. More information is set out in Section 5.4.2, 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 6.4.

#### 3. After the agreement has ended

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



## 5.4.2 Consents and permissions

It is your responsibility to obtain all consents, approvals or permissions that you may need due to your specific circumstances and to carry out the particular multi-year option or capital item (Section 4.11). These consents and permissions must remain effective – and records kept – for the duration of the agreement.

## 5.4.3 Organic certification

You must meet the organic standards on all your organic land for the entire duration of the organic option(s) in the agreement and keep records as evidence of organic farming practices.

This is an eligibility requirement and failure to comply could result in a breach and a payment reduction/penalties – read Section 6.3 for further details.

Record keeping requirements differ depending on whether land is certified as ‘organic’ or ‘in-conversion’. The organic schedule and certificate supplied by the Defra-approved Organic Certification Bodies (OCB) are legal proof of registration and provide verifiable evidence of the land status as ‘in-conversion’, or ‘fully organic’. The evidence you need for organic support under Countryside Stewardship is listed below. The evidence must cover all land and enterprises entered for ongoing support under Countryside Stewardship organic options.

### Fully organic

You must keep the following and have them available on request if we ask to see them:

- a valid organic certificate and schedule issued by a Defra approved OCB
- annual OCB inspection reports
- evidence of continued OCB registration.

### Organic Conversion payments

You must keep the following and have them available on request if we ask to see them:

- your Conversion Plan approved by the OCB
- a valid organic certificate and schedule.

### New conversion

If you have not completed an initial inspection and OCB-approved conversion plan for the land in question yet (due to timing of conversion), you must have the following documents available on request if we ask to see them:

- a fully completed [Organic Viability Plan](#) available on GOV.UK
- a completed conversion plan approved by the OCB as well as a valid organic certificate and schedule.

## 5.4.4 Photographic evidence

For some multi-year options and capital items you need dated photographic evidence to support a claim, or as part of the record-keeping requirements for an agreement. You must have this evidence available on request as we may ask to see it.

The need for dated photographic evidence depends on the particular multi-year option or capital item, but the following general principles apply.



## Application stage

For some multi-year options and capital items you need to take dated photographs and keep them to show where work or management will be undertaken on a particular feature or site.

Check the individual option or capital item requirements to see if this is the case.

## During work stage

For the capital works listed below, you will need to keep and submit contracts, invoices, or other documents confirming the technical specification for the completed works have been met. If you are unable to provide this you will need to keep and submit dated photographs of the site during the different stages of the construction or build to show that the minimum specification has been met.

Code	Capital Item
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 options, you may be asked to take dated photographs as part of an annual sample. We will tell you:

- which options need photographs
- when they should be taken
- the date we need to have the records by.



For capital items, you may be required to submit dated photographs with your payment claim if you are unable to submit contracts, invoices or other documents that confirm the technical specification for the completed works.

If you have capital works that cannot be visually checked after the work has been completed, such as concreting or underground pipework, you will need to take photographs during construction. Please follow individual capital item guidance. It is your responsibility to retain sufficient evidence to show that the investment or required management has taken place.

### 5.4.5 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 option, 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 400KB. Printed photographs must be no smaller than 15cm x 10cm. Photographs can be in either portrait or landscape.
- Photograph to identify the environmental feature, land management option 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 option, 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 pole.
- 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) and take pictures consistently from the same spot for before and after photographs of the capital item or option.

### 5.4.6 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, multi-year option or capital item is sited or for boundary features the adjacent field parcel. For example, if you need to take 'before and after' photographs to show evidence that work has taken place for 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.

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.



## 5.5 Keeping farm records

You must record certain management activities as part of specific management option prescriptions. The record keeping requirements are published in the [Countryside Stewardship grant finder](#) on GOV.UK. You must make these farm records available if we ask to see them. 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 (including herbicide, insecticides or fungicides) lime, desiccants
- livestock grazing – read Section 5.5
- supplementary feeding
- clearance works, bare ground restoration, drainage works and management, ditch management, or historic buildings maintenance work
- wildlife assessment record
- pesticide application method
- 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.)

Where the option includes a requirement not to carry out certain activities during the year (for example no grazing, no pesticide application), you do not need to record the absence of these activities. However, you will need to fill in a declaration on the annual claim form to confirm that you 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. For example:

- you can use plant protection product application records to prove the time of application and what products were applied
- NVZ requirements for nitrogen planning and recording of nitrogen applications.

You can use existing farm records (those you already keep as part of your commercial farm activities and planning) 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, you 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. Check that appropriate information is included as part of your Pesticides Record under 'other/additional information'
- some prescriptions restrict applications of manufactured fertiliser to specified levels of phosphate and potash. In these cases, if you are within an NVZ you would need to record the application of phosphate and potash in addition to the application of nitrogen.



As part of the annual claim form, you must sign a declaration to say that you have kept the records required to show that you have delivered the scheme, and that you will make these records available when asked.

### 5.5.1 Stocking records

If any of your options has prescriptions relating to grazing management (including prescriptions that say 'do not graze' or 'exclude livestock'), you must keep livestock records.

You can find more information about livestock record-keeping requirements in Annex 8. You can find templates that you can use to keep these records at [Livestock record keeping](#) on GOV.UK.

### 5.5.2 Nutrients

If any of your options have prescriptions relating to nutrients, you must keep relevant records. Commercial nutrient recording systems for fertilisers and manures normally meet this requirement. You must keep nutrient records on farm and make them available for inspection if we ask for them.

### 5.5.3 Recommended fertiliser management system

The following Countryside Stewardship options require you to use a recommended fertiliser management system across the farm:

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

If you want to use such multi-year options you must do one of the following.

1. Demonstrate that you are using a recommended fertiliser management system across the farm.
2. Seek advice to adopt a recommended fertiliser management system within 18 months of the agreement start date.
3. Demonstrate that you qualify for exemption as a low intensity farmer.

We explain below how 1, 2 and 3 are defined.



## 1) Demonstrate the use of a recommended fertiliser management system

You must hold sufficient farm records and documentation to demonstrate that you are using a recommended fertiliser management system and that nutrient management planning is taking place. Farm records must confirm that:

- you plan any applications of nitrogen and phosphate fertiliser to each crop in each land parcel before applying it
- you carry out periodic soil testing on relevant areas (every 5 to 7 years).

You must be able to show these records when we ask to see them or at inspection. You can find more information about planning tools and advice for recommended fertiliser management systems in Note 1 below.

## 2) Seek advice to adopt a recommended fertiliser management system

If you cannot demonstrate that you are already following a recommended fertiliser management system, you will need to get advice, so that you can start one across your farm within 18 months of the start of the agreement. You can get advice from the [Farming Advice Service](#) on GOV.UK.

You will need to demonstrate that you are actively carrying out a fertiliser management planning system throughout the life of the agreement and send us these records if we ask to see them or show us them during an inspection. You can ask for advice (at your own expense) but it must be from a suitably skilled agronomist or adviser. You can find more information about potential tools and advice in Note 1 below.

## 3) Demonstrate exemption as a low intensity farmer

You are exempt from this requirement if you can demonstrate that you are farming at a low intensity across your management or production unit or farm site. In these cases, you must meet all of the following requirements:

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

When calculating the fertiliser application rate, you must exclude any area of the farm site where you do not spread fertilisers or cultivate soil (for example rough grazing).

You need to keep adequate records on the farm site to show that you qualify as a low intensity farmer. You must send us these records if we ask to see them or show them to us at an inspection. If you don't hold fertiliser records for each field parcel, you must have sufficient information recorded to show that you meet the above low intensity farmer criteria.

You can find more information on:

- low intensity exemption applicants in Annex 1 Part A of the Nitrate Vulnerable Zones guidance – Guidance on areas designated as NVZs in England 2017 to 2020 at: [www.gov.uk/guidance/nutrient-management-nitrate-vulnerable-zones](http://www.gov.uk/guidance/nutrient-management-nitrate-vulnerable-zones)
- how the use of nitrogen fertilisers and organic manures is restricted in NVZs at: [www.gov.uk/guidance/nutrient-management-nitrate-vulnerable-zones](http://www.gov.uk/guidance/nutrient-management-nitrate-vulnerable-zones).



## Note 1: Guidance on using 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 you assess the fertiliser required for the range of crops you plan to grow. Other sources of fertiliser nutrient advice are also available; and
- the industry [Tried and Tested Nutrient Management Plan](#).

There are a number of tools available to help you meet the requirement to plan farm nutrient use efficiently. These include:

- PLANET: a software tool to help with field level nutrient management
- MANNER NPK: a software tool that provides a quick estimate of crop available nitrogen, phosphate and potash from applications of organic manure. It is available from [planet4farmers.co.uk](http://planet4farmers.co.uk)
- ENCASH: a software tool that calculates the nitrogen in manure produced by different types of permanently housed pigs and poultry.

All 3 software tools are on the [PLANET website](#).

There may be other packages providing a similar service.

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

FACTS-qualified advisers are qualified to give advice to promote farming systems that maximise 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 [the Basis website](#).

Catchment Sensitive Farming is targeted in parts of the country where there are water quality issues linked to diffuse water pollution from agriculture. These areas have been highlighted on [the MAGIC website](#), under 'Countryside Stewardship Targeting & Scoring Layers', then 'Water', and then 'Countryside Stewardship Water Quality Priority Areas'.

### 5.5.4 Keeping woodland records

You need to keep certain records for your woodland management option (WD2) area and for certain capital items. You must send these with your grant claims when we request them. Typical activities that should be recorded include:

- deer management and cull figures
- squirrel management
- red squirrel monitoring
- open space
- ride management
- thinning, felling and coppicing
- regeneration



- any other general woodland management which could include Operational Site Assessments

You need to produce a monitoring report with your claim in years 3 and 5 of your agreement.

## 5.6 Soil sampling

If you're applying manure or fertiliser to cultivated agricultural land (including grassland), you must plan the application of manure and fertiliser by using the results of soil tests.

The requirement for soil sampling is set out under the Farming Rules for Water. Read [Rules for farmers and land managers to prevent water pollution](#).

Cultivated agricultural land is both or one of the following:

- land you've ploughed, sowed or harvested at least once in the last year
- land where you've applied organic manure or fertiliser at least once in the last 3 years.

The results of soil tests must show the pH and levels of:

- nitrogen – you can estimate the soil nitrogen supply (SNS) index of a field by the Field Assessment Method described in the [AHDB Nutrient Management Guide \(RB209\)](#) on pages 20 to 25
- phosphorus
- potassium
- magnesium.

Soil test results must be no more than 5 years old at the time of application. Contact the [Environment Agency](#) if you need more advice.

### 5.6.1. Soil Sampling on Scheduled Monuments

If land parcels contain a SM, please avoid this when taking soil samples. If you cannot avoid this because the SM occupies a significant proportion of the land parcel, you must get consent from Historic England before taking soil samples.

Make sure you do this to avoid a potential offence under the 1979 Ancient Monuments and Archaeological Areas Act. In these situations use the [Consent for soil sampling on scheduled monuments form](#) on GOV.UK.

Fill this in and send it to Historic England in accordance with the guidance attached to the form, for their consideration. Do not carry out the sampling until consent has been given.

You must send the results of the soil analysis to us and a copy to Historic England. Details will be included in your s17 agreement, (under section 17 of the Ancient Monuments and Archaeological Areas Act 1979).

If you find any archaeological artefacts during sampling or through sample analysis, you must send details to Historic England and the local Historic Environment Record (HER). This includes evidence of any artefacts discovered outside the Scheduled Area but within the wider field parcel containing the SM.

## 5.7 Specifications and cost quotations

A small number of payments for capital items are based on the actual cost and are paid as a % of the cost.



You need to get quotes for these particular capital items. You must get a minimum of 3 quotes in writing. You need to submit your quotes with your application. An adviser will discuss with you the RPA contribution towards the costs of the work and will confirm this in writing.

In exceptional circumstances involving highly specialised works fewer than 3 quotations may be accepted, but this must be agreed in writing by RPA in advance. Actual cost works must be agreed with RPA and either Natural England or Forestry Commission before you include them in your 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 or Forestry Commission 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.

You should follow the option and capital item guidance in [Countryside Stewardship grants](#) (known as the grant finder) on GOV.UK for further information on the submission of the specification.

## 5.8 Measuring Countryside Stewardship option areas and widths

This section outlines how and where you should start to measure the areas and widths of Countryside Stewardship options, and where you can place them in the field parcel in relation to cross compliance and EFA requirements.

- The eligibility rules for EFAs are not covered by this document. Read about eligibility rules for EFAs in the 'Basic Payment Scheme: rules for 2020' at [BPS 2020](#) on GOV.UK.
- Countryside Stewardship options cannot be used to deliver mandatory requirements under BPS – Countryside Stewardship options have to go beyond the requirements of cross-compliance.
- Cross compliance requirements apply to ALL Countryside Stewardship Agreement Holders whether or not you receive BPS payments. However cross compliance will not apply to agreements covering only stand-alone capital items where BPS is not claimed.
- With the exception of hedgerows, it is not possible to overlap certain Countryside Stewardship options and EFA options where there is double funding. However, co-location in the same parcel, where the options do not overlap is allowed. Read Section 3.3.1 for more information.

For information about the specific cross compliance rules which apply to EFA watercourses and hedgerows, please read the GAEC 1 and GAEC 7a pages in the current version of the [Guide to Cross Compliance in England](#). Also Section 5.3 - Countryside Stewardship Cross Compliance: requirements.

### 5.8.1 The relationship between Countryside Stewardship buffer strip options and Cross Compliance: examples of where to start measuring Countryside Stewardship options

This section applies to Countryside Stewardship buffer strip options SW1-4, WD3, and WT12 as listed below. The general principle is that the Countryside Stewardship buffer strip may not overlap with the cross compliance strip.



Arable situations:

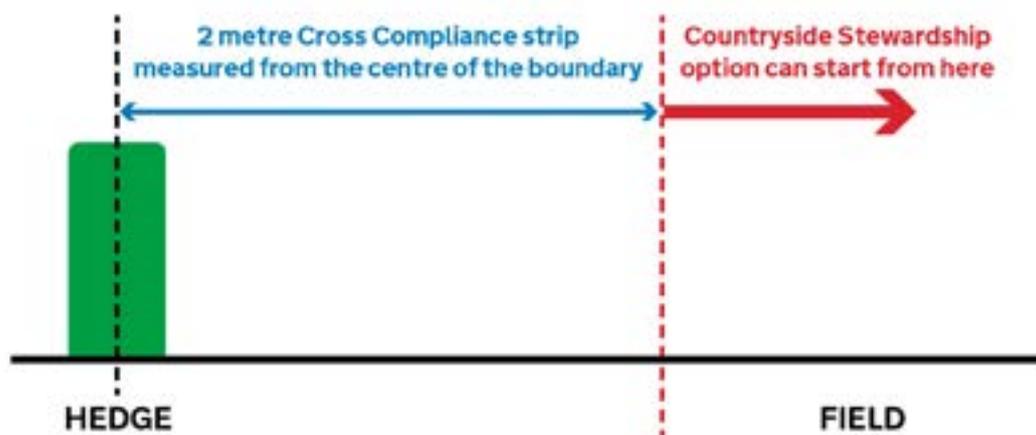
- 4m to 6m buffer strip on cultivated land (SW1)
- In-field grass strips (SW3)
- 12m to 24m watercourse buffer strip on cultivated land (SW4)
- Buffering in-field ponds and ditches on arable land (WT2)
- Woodland edges on arable land (WD3)

Permanent grassland situations:

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

## Countryside Stewardship options adjacent to a hedge

**Diagram 1: Where to start measuring Countryside Stewardship options in relation to cross compliance requirements where the boundary feature is a HEDGE**



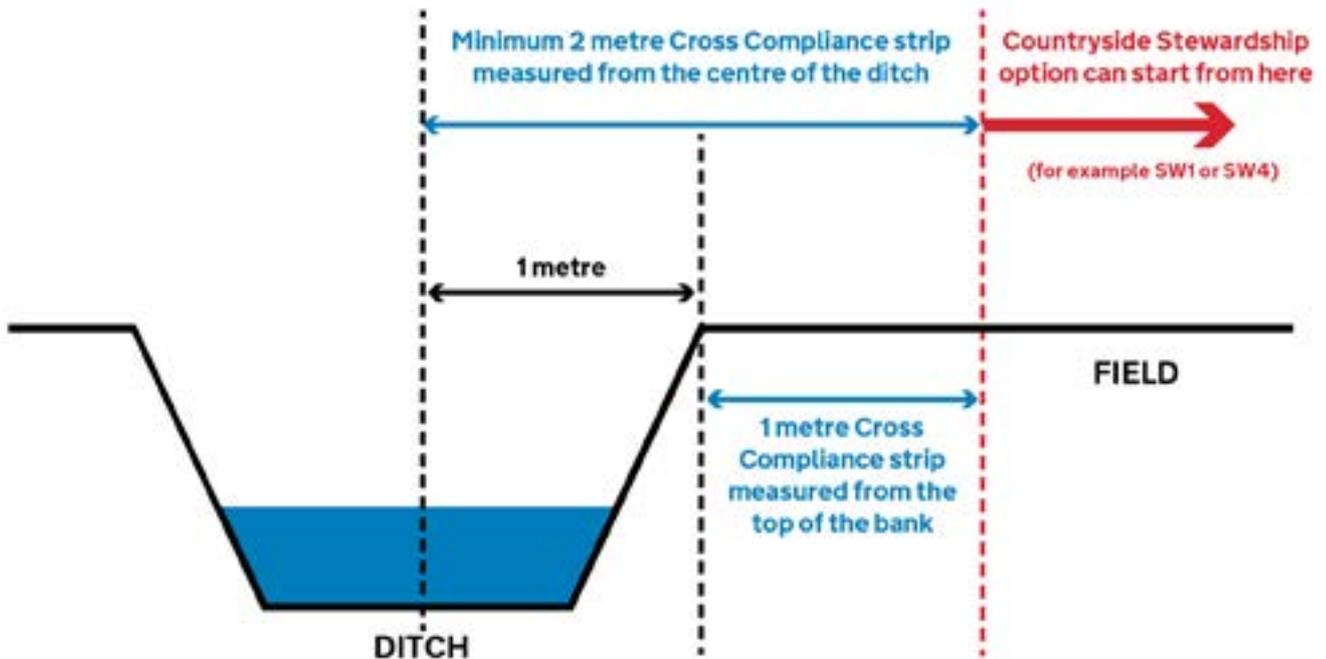
In Arable and Permanent Grassland situations

NOTE: The 2m cross compliance strip, measured from the centre of the boundary, still applies where there is a fence adjacent to the hedge. Where a fence is less than 2m from the centre of the hedge, the Countryside Stewardship option can still only start at 2m from the centre of the hedge (there will a gap between the fence and the Countryside Stewardship option). Where the fence is more than 2m from the centre of the hedge, the Countryside Stewardship option can start from the fence.

## Countryside Stewardship arable options adjacent to a ditch

**Diagram 2: Ditch measures 2m maximum width**

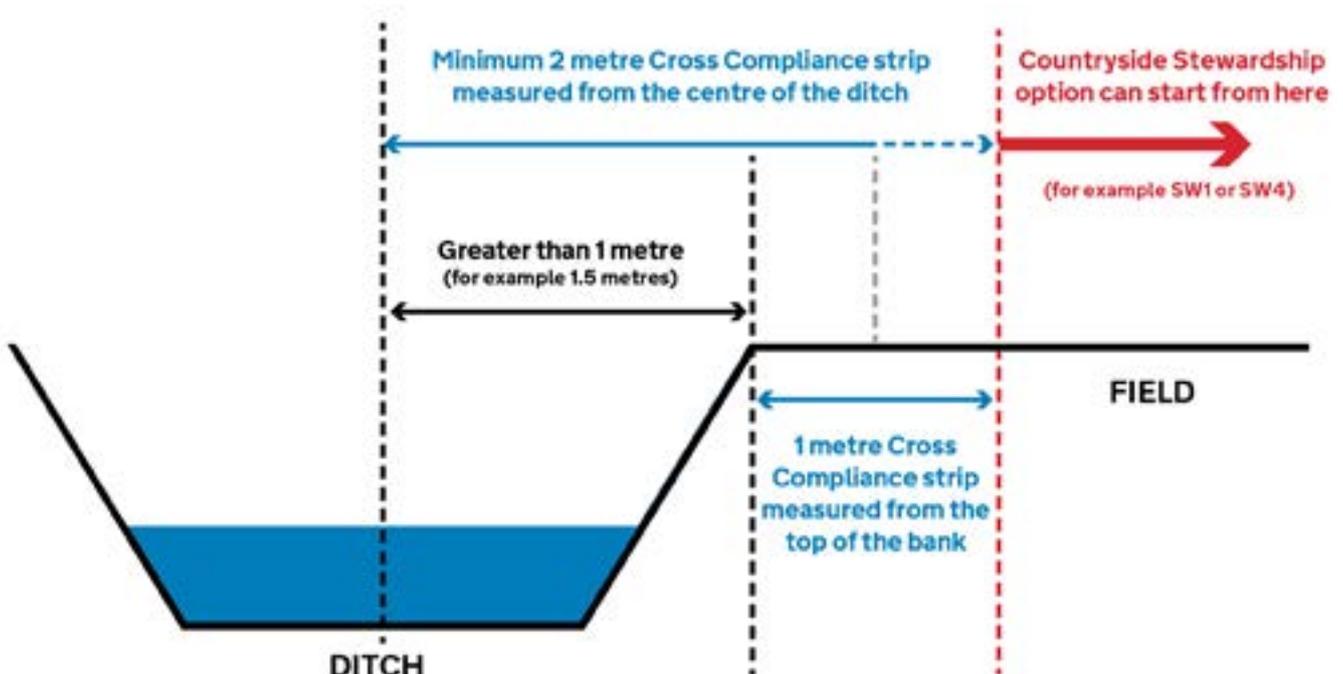
Where to start measuring Countryside Stewardship options in relation to cross compliance requirements where the boundary feature is a DITCH and the distance from the centre to the top of the bank is 1m.



In this example the cross compliance strip would be 2m wide measured from the centre of the ditch.

**Diagram 2a: Ditch wider than 2m**

Where to start measuring Countryside Stewardship 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 1m.

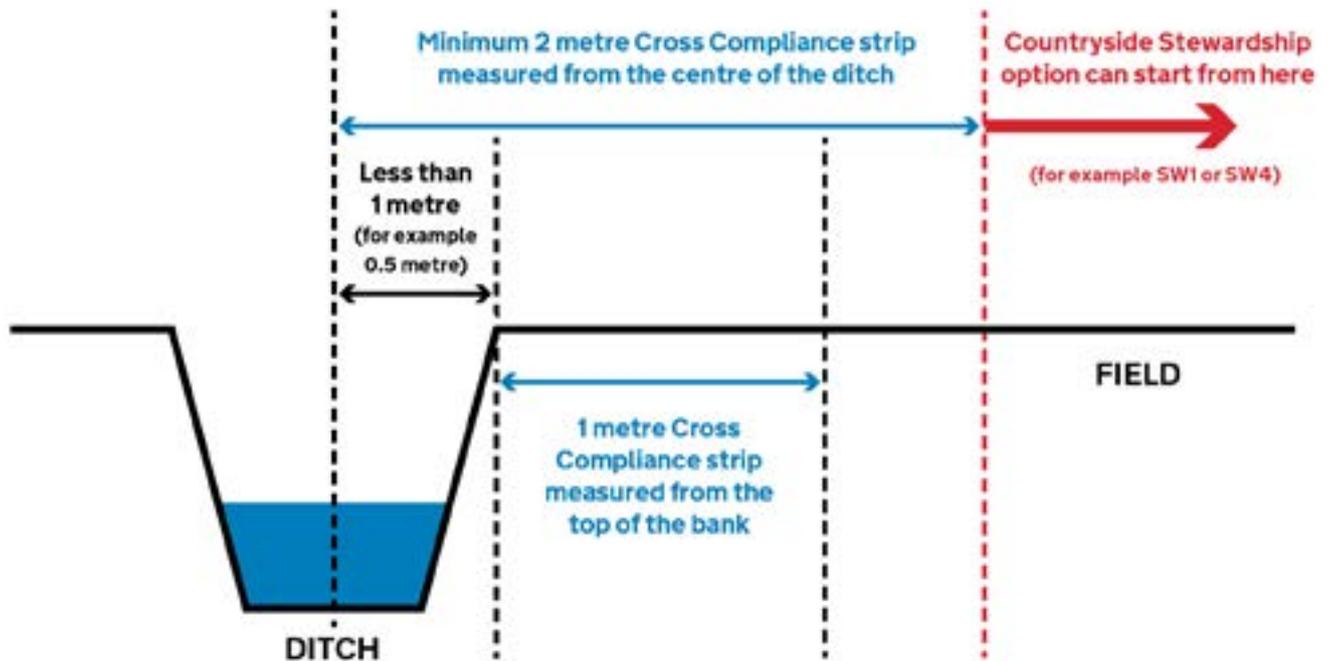


In this example the cross compliance strip would be 2.5m wide from the centre of the ditch.



## Diagram 2b: Ditch less than 2m

Where to start measuring Countryside Stewardship 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.



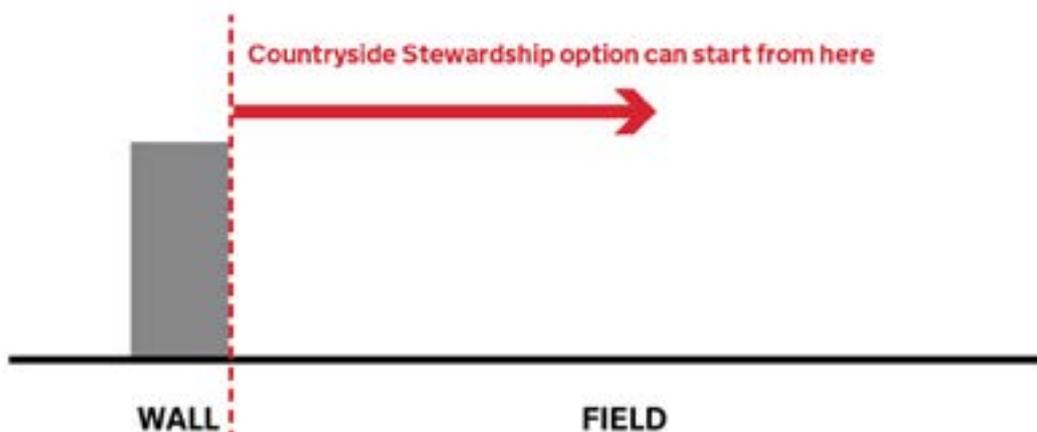
In this example the cross compliance strip would be 2.0m wide from the centre of the ditch.

## Countryside Stewardship 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:



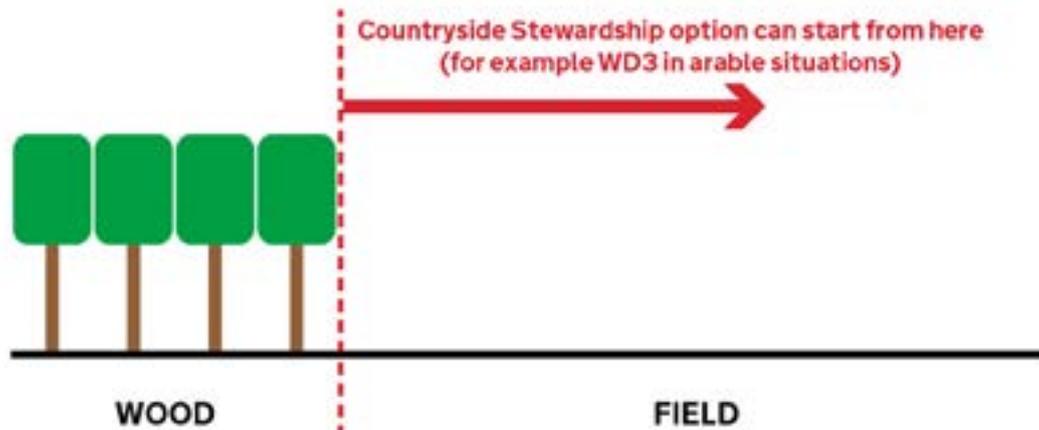
Countryside Stewardship option can start immediately next to the wall or fence (but allowing access around the field as necessary).

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.

## Countryside Stewardship 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:

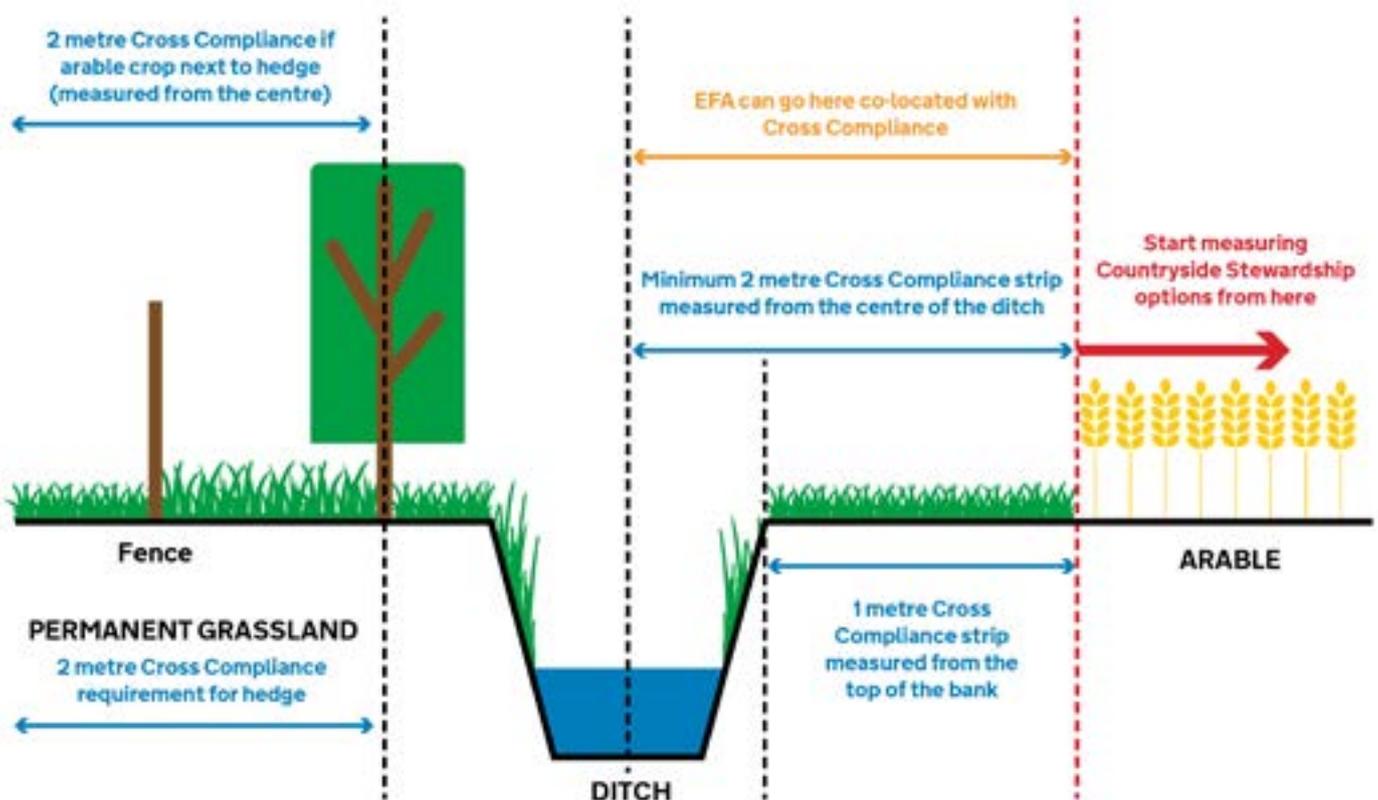


Countryside Stewardship option can start immediately next to the wood - WD3 is Woodland edges on arable land (6m).

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**



## 5.8.2 The relationship between Countryside Stewardship options, Cross Compliance and Ecological Focus Areas: examples of where to start measuring Countryside Stewardship options

Countryside Stewardship area based options and area based EFA options can be co-located in the same parcel, but there must be no overlap of options. Countryside Stewardship buffer strips must not overlap with cross compliance and EFA requirements.

EFA area based options are:

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

### Countryside Stewardship options adjacent to a ditch

There must be no overlap of Countryside Stewardship options with the cross compliance strip (see diagram 2) or with any EFA option, such as an EFA buffer strip.

**Diagram 6 (based on diagram 2, but with EFA added): Where to start measuring Countryside Stewardship options, where the boundary is a ditch and EFA buffer strips are in place.**

**Diagram 6a: Centre of the ditch to the top of the bank is 1m**

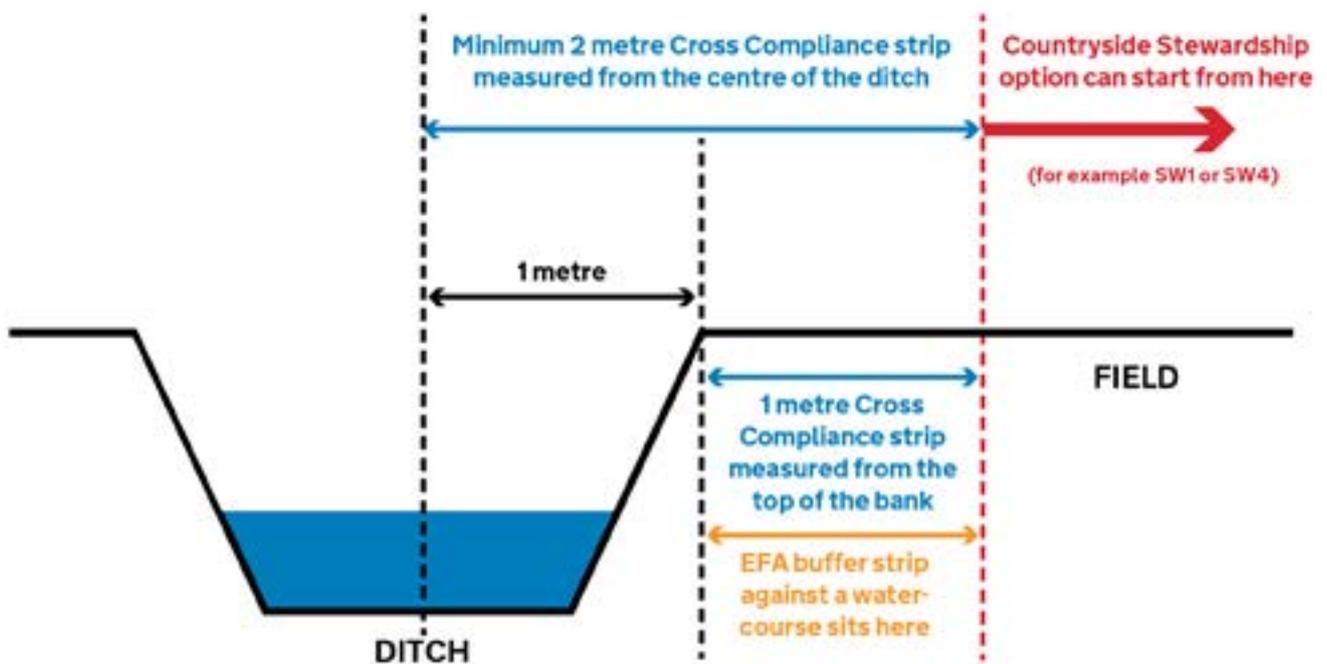


Diagram 6b: Centre of ditch to top of bank is more than 1m

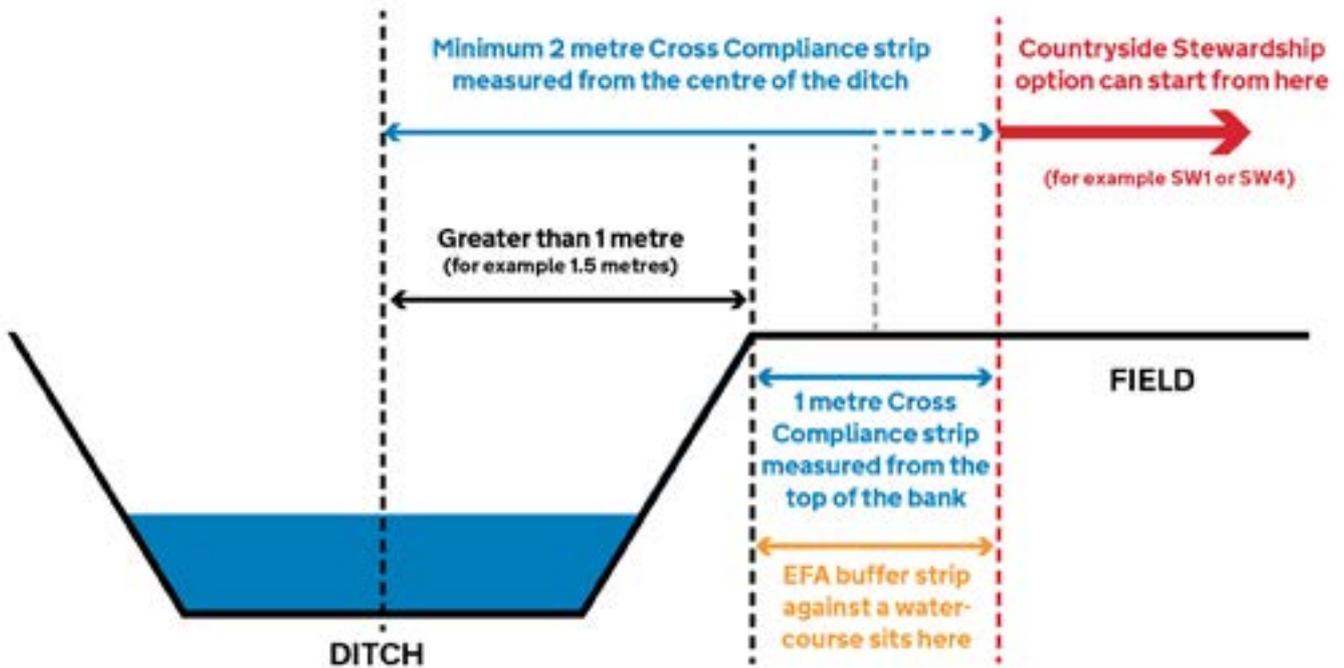
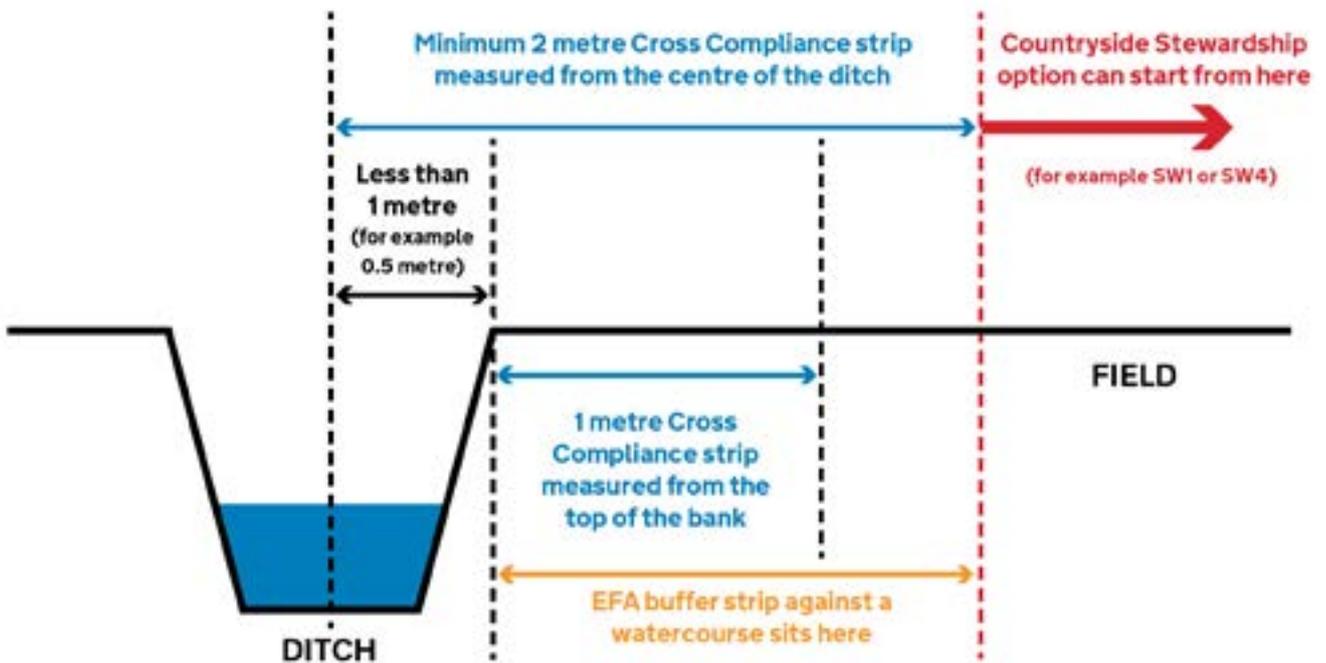


Diagram 6c: Centre of ditch to top of bank is less than 1m

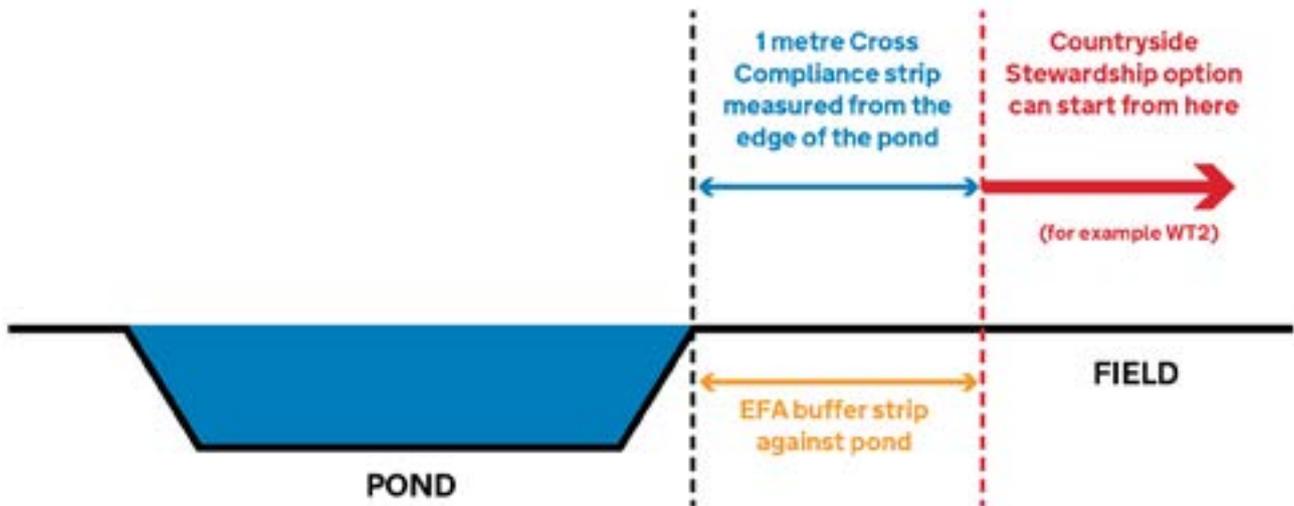


## Countryside Stewardship options adjacent to a watercourse

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'.

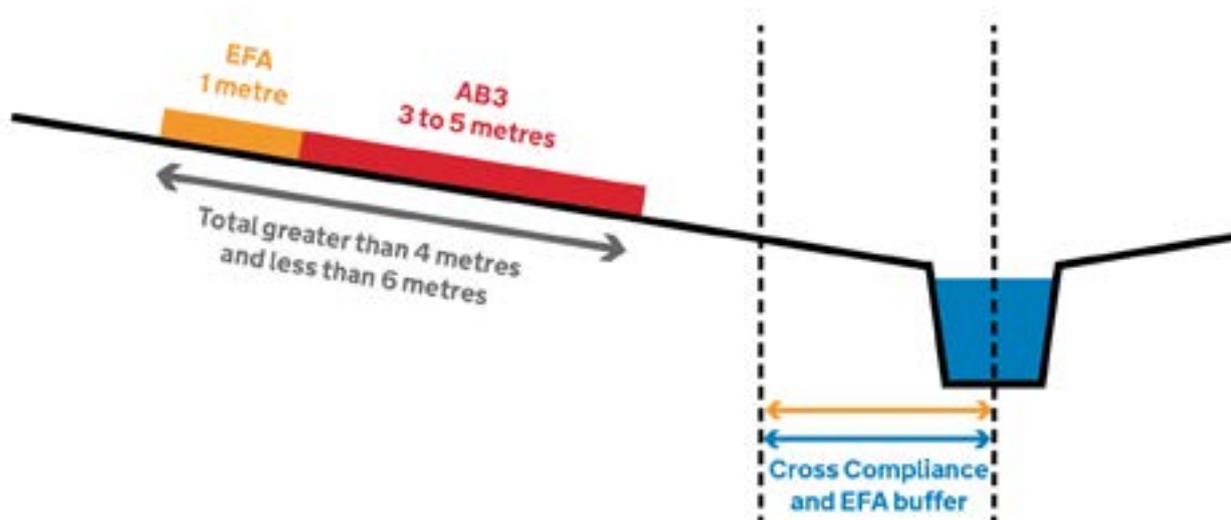
### Diagram 7: Countryside Stewardship, Cross compliance and EFA requirements adjacent to a pond

Start measuring Countryside Stewardship option areas or widths where the cross compliance requirements and EFA buffer strip requirements stop.



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

### Diagram 8: Countryside Stewardship arable options and beetle banks



This diagram explains the relationship between 1m of EFA buffer strips and the 3-5m wide Countryside Stewardship beetle bank (AB3).

## 5.8.3 The relationship between whole field Countryside Stewardship options and Cross Compliance

For whole-parcel Countryside Stewardship options, the required option management will go further and require management in addition to any cross compliance requirements. So you do not need to reduce the areas of the option when claiming for whole parcel options.

However, if you have both of the following in the same field:

- a Countryside Stewardship strip - for example, buffer, grass margin, wild bird seed mixture
- a Countryside Stewardship whole field option (AB1 to AB16) – for example basic overwinter stubble (AB2).

You will need to deduct the area of the Countryside Stewardship strip from the parcel area when applying for the whole field option.

## 5.9 Publicity: requirements

The Terms and Conditions require you to comply with instructions and guidance relating to acknowledging the support provided.

Where EU funding contributes to your Countryside Stewardship agreement:

- if you receive investment or capital support of more than €50,000 per investment or capital project you must display a plaque or poster
- if you receive more than €500,000 to fund a capital item, forest area development or improvement in the viability of forests, you must display a billboard
- There are also requirements about websites for all levels of funding.

To confirm the specific requirements for your agreement, please contact us – you can find our contact details in Annex 9.

## 5.10 Metal Detecting: requirements

Metal detecting is not allowed on SMs, SSSIs and known archaeological sites on Agreement Land. These are identified on the FER, and the HEFER. We will write to tell you about any new sites that are discovered that will also be covered by these terms.

On all other Agreement Land, you must make sure that metal detecting does not conflict with the requirements of your agreement, in particular where proposed metal detecting may affect your 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 recovering monies already paid, withholding future payments, or applying penalties and interest payments – read Section 6.3.

Any metal detecting that you allow on Agreement Land should follow best practice as set out in the current [Code of Practice for Responsible Metal Detecting in England and Wales \(2017\)](#). You must report all finds to the Portable Antiquities Scheme.

## 5.11 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, you will need to have approval from us. Any proposed fieldwork must also have the written support of the local authority Historic Environment Service.

You will need written consent before any fieldwork can begin in the following circumstances:

- any archaeological fieldwork involving ground disturbance on SMs - this requires scheduled monument consent from the Secretary of State for the Department of Culture Media and Sport, as advised by Historic England



- On SMs -any geophysical survey requires a Section 42 licence from Historic England
- Any archaeological fieldwork (including the use of ground-penetrating radar or remote sensing) on SSSIs requires written consent from Natural England.

## **5.12 Farm Environment Record, Historic Environment Farm Environment Record and Baseline Evaluation of Higher Tier Agreements**

As set out at Sections 4.7 and 6.2, it is a mandatory requirement to retain all the features identified in the FER, the HEFER and the BEHTA, and to protect them from damage or removal for the period of the agreement. An adviser from RPA, Natural England or Forestry Commission will explain these requirements to you. Removal or damage to a BEHTA feature is a breach of your agreement unless this is allowed by your agreement. An example where it is allowed is arable land (BEHTA code A01) is being managed to re-create a species-rich grassland. Read section 6.3.11 for more information.

## **5.13 How RPA will use and share Agreement Holder's information**

The Department for Environment, Food and Rural Affairs (Defra) is the data controller for personal data you give to the Rural Payments Agency (RPA). For information on how we handle personal data go to [www.gov.uk](http://www.gov.uk) and search Rural Payments Agency Personal Information Charter.

## **5.14 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.



# Section 6: Agreement Management

including how to claim, reductions and penalties, and amending or ending your agreement

## Countryside Stewardship

Protecting the natural environment for future generations



[www.gov.uk/rpa/cs](http://www.gov.uk/rpa/cs)

# 6 Agreement Management

## including how to claim, reductions and penalties, and amending or ending your agreement

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

A Countryside Stewardship agreement is made up of:

- the Countryside Stewardship terms and conditions – read Annex 1
- the Agreement Document (which sets out Agreement Holder-specific details)
- the supplementary documents referred to in the Agreement Document.

## 6.1 Claims process

### 6.1.1 Multi-year agreements

The deadline for multi-year Countryside Stewardship payment claims is midnight on 15 May each year. We must receive your claim by then. If 15 May is a Bank Holiday, other public holiday or weekend, the deadline is the next working day. We must receive any paperwork we ask for to support the management options part of the claim with the payment claim. Read Section 6.3 - Reductions and penalties.

### 6.1.2 Multi-year claims from land managers with multiple agreements

If your business covers a number of farms and you manage it as a single unit, or you use a single vendor or SBI number, you can have more than one agreement for that SBI (read Section 3.1.3). If you have more than one multi-year agreement in place you must fill in:

- separate multi-year Countryside Stewardship payment claims for each agreement; and
- a single declaration listing all of the agreements.

### 6.1.3 Capital items within multi-year agreements

A Higher Tier agreement can include a 2 year programme of capital works. You must complete all capital works within 2 years of the agreement start date, unless they are specifically identified to be completed in Year 1. You then have 3 months to submit any final claim. We cannot accept late claims under any circumstances.

You can submit a capital item claim for reimbursement at any time of the year. To do this, the approved work must have been completed in line with the agreement and you must have paid for it in full. If your claim is part of a multi-year agreement, you can make a claim in stages for certain capital items according to the schedule in your Agreement Document. The minimum value of any single claim is £500, except for the final claim, which can be less than £500.

Please refer to your Agreement Document for details of 'Claim-by' dates.

### 6.1.4 Single claim water capital items

We cannot accept part claims for the water capital items listed below:



Capital Item	Name
RP4	Livestock and machinery hardcore tracks
RP7	Sediment ponds and traps
RP8	Construction of wetland for the treatment of pollution
RP11	Swales
RP13	Yard – underground drainage pipework
RP15	Concrete yard renewal
RP17	Storage tanks underground
RP18	Above ground tanks
RP22	Sheep dip drainage aprons and sumps
RP24	Lined biobed plus pesticide loading and washdown area
RP25	Lined biobed with existing washdown area
RP27	Sprayer or applicator load and wash-down area
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores, silage stores)
RP29	Self-supporting covers for slurry stores
RP30	Floating covers for slurry stores and lagoons

## 6.1.5 Invoices

Invoices and receipts must be dated and must relate to activities after the start date of the agreement and after you have received your agreement offer, and they must be dated after that date. We will reject your claim and you will not be paid, if, during an inspection or administrative check, we find that work was carried out before or after the period of your agreement.

If you are claiming for capital items based on actual costs you must send receipted invoices (that show payment for materials and contracted work) with the claim.

When we ask for invoices and receipts to support your claim, the following requirements apply.

- Provide original receipted invoices for the purchase of every item claimed.
- We can only treat invoices 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 are also acceptable evidence:
  - a till receipt from a retailer 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
  - 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.
- We can only accept an invoice 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 clearly relate 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 bought online 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 we reserve the right to reject all or some of the claim.
- Where you have used your own labour for construction, you must keep time sheets and send these with your claim.

You do not need to send invoices and time sheets when claiming for all other multi-year options and capital items (that are based on fixed cost). But you must keep receipted invoices and time sheets and make them available to us when we ask to see them. This includes those for specific capital expenditure.

### 6.1.6 The impact of transfers on claims

If you are in the process of buying or selling land, you need to consider the rules on who should submit a claim. Please read Section 6.7 of this manual if you are:

- an Agreement Holder in the process of selling all or part of the land under agreement and transferring the agreement management obligations for this land to the purchaser
- you are buying land from an Agreement Holder and taking on the agreement management obligations from the seller. Depending on whether the land transfer takes place before, on, or after 15 May, may affect who should submit claims and who will receive payment.

For BPS, the payment is made to whoever submits the BPS application by 15 May.

For Countryside Stewardship any outstanding payments are made to the transferee (new owner/occupier) providing they take on the agreement and are eligible.

If you tell us about a transfer by 15 May, the transferee can claim BPS.

However, if you tell us after 15 May, we make:

- the BPS payment to the transferor
- the Countryside Stewardship payment to the transferee.

### 6.1.7 Submitting claims for capital items

Once the capital works are finished and you have paid for them, you should sign into the Rural Payments service and submit a claim online.

You can find [guidance on how to submit a capital claim](#) on GOV.UK.

If you cannot make a claim online contact us (read Annex 9, for information on how to request a claim form).

### 6.1.8 Submitting claims for multi-year options

You should claim your multi-year payments online using the Rural Payments service.

If you cannot claim online, please contact us.

### 6.1.9 When will I get paid?

If there are any reductions or penalties, these will be applied to your claim. Then, you will normally receive:

- an advance payment of 75% of the annual claim value; and
- the balance payment of the remaining 25% of the claim value; or



- one payment of 100% of the annual claim value.

We normally start making payments in the December following the claim, up until June.

However, if you've had an inspection, we will not pay any balance or 100% payment until we've fully assessed that inspection and taken action on the findings.

### **6.1.10 Payments for all agreements**

We will make all payments directly into your nominated bank account.

## **6.2 Options and capital works**

### **6.2.1 Using own labour for capital works**

You can use your own labour for carrying 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 done

You must keep these records electronically or on paper for the full period of your agreement and for at least 7 years following the end of the agreement. You must also produce them if we ask you to.

### **6.2.2 Using own machinery for capital works**

You can use machinery and equipment owned by your business to carry out capital works. Or you can hire machinery or equipment, for example, a cement mixer. You must keep any invoices and records of the machinery used, in either paper or electronic form, for the full period of the agreement and for at least 7 years after your agreement has ended. You must produce these records if we ask you to.

Your records must include:

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

### **6.2.3 Using contractors**

You can employ contractors to carry out agricultural work on your Agreement Land, or to carry out work under the Countryside Stewardship options and capital items.

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 7 years after your agreement has ended. You must also produce these records if we ask you to.



## 6.3 Reductions and penalties

If you breach the terms of your agreement or you do not meet the relevant eligibility criteria on all or part of your Agreement Land, we may reduce or withhold future grant payments and may recover payments you have already received. In some circumstances, we may apply additional penalties.

This section lists some examples when reductions or penalties may be applied and when payments may be withheld or recovered.

### 6.3.1 Reductions

We can only pay you for the eligible land that you correctly declare which you are managing according to the scheme rules.

We will reduce the amount you have been or will be paid if you:

- have not declared all the agricultural land on your 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 your 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
- have not met the cross compliance rules where applicable.

In cases of force majeure and exceptional circumstances, we will consider the facts on a case-by-case basis before deciding whether to pay or reduce a claim (read Section 6.8.4 for more information).

### 6.3.2 Penalties

We apply penalties if:

- a payment claim for a multi-year agreement is late (read late payment claims for multi-year agreements below)
- you make a late change 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 your holding, and non-agricultural land under a Rural Development agreement
- the agreement area that you claim payment for is significantly larger than the area on which you are actually carrying out the agreement options
- you have not followed the scheme rules
- you have not followed the cross compliance rules
- you claim payment on capital items which you have not fully completed or have not completed to the required standard.

This is not a complete list and there may be other examples where we apply penalties. In cases of force majeure and exceptional circumstances, obvious errors and notified errors, we will consider the facts on a case-by-case basis before deciding whether to pay or reduce a claim.

We will apply penalties to the land management parts of the payment in the following order:

- over-claiming eligible land



- agreement breaches (reduction or non-payment of amount claimed)
- a late payment claim for a multi-year agreement
- not declaring all of the relevant land parcels on the holding
- agreement breaches (recovery of support paid earlier)
- cross compliance penalties

If you over-claim on capital items, the penalties we apply will be made to the capital element of the payment only.

### 6.3.3 Late payment claims for multi-year agreements

You can make a late claim in writing until midnight on 9 June but you will receive a penalty. The size of the penalty will be 1% for each working day the claim is late.

You cannot make claims after midnight on 9 June apart from in cases of force majeure (read 6.8.4).

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

You can change a claim up to midnight on 31 May without receiving a penalty.

If you change it after this date, we apply a 1% penalty for each working day to the land parcel and option which the change relates to.

You cannot change a claim after 9 June, apart from:

- in cases of force majeure (read Section 6.8.4 for more information)
- where you withdraw all or part of your claim (read Section 6.3.5 for more information)
- obvious error (read Section 6.3.6 for more information)

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

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

- you have already been told about an error in the payment claim (or the relevant part of the payment claim)
- you have been inspected (or receive advance warning of an inspection)
- an inspection reveals a breach of the rules
- errors were found by us when we cross checked information against data held for other schemes.

### 6.3.6 Obvious errors

Where you have made a straightforward mistake on a payment claim (and it is obvious from a simple administrative check of the claim), you can ask us to correct it. We may be able to do this without applying a reduction or a penalty.

However, if you make the same mistake more than once, we may not accept it as an obvious error.

### 6.3.7 Notified errors

If you have made a mistake on your payment claim, you can notify us at any time in writing. You may avoid certain penalties unless you have already been told of any non-compliances in your payment



claim or you have received advance warning of an inspection.

### 6.3.8 Not declaring all the relevant land parcels on a holding

If you do not declare all of your agricultural land parcels or any non-agricultural parcels that are under a Rural Development agreement, we will apply a penalty. 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%

### 6.3.9 Claiming on land that is not eligible and over-claiming land under option

If you declare land that is not eligible (as set out in Section 3.1.2) or does not have the relevant option present on it in your payment claim, we will reduce your claim. We can only pay for the eligible land/options identified during administrative or on-the-spot checks (called ‘the area determined’).

As well as a reduction, we 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 you used to claim Countryside Stewardship 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, we will pay on the area you declared.

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, we 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)

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. The penalty calculation is carried out separately for each payment group where an over-claim has been made.

Example:

- you claim payment for 10 hectares of eligible land under option AB1 (Nectar Flower Mix)
- you actually only have 3 hectares of the option AB1



- the difference is 7 hectares.

Because 7 hectares is more than 50% of 3 hectares, you will lose your whole payment (see the table above).

We 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
- Countryside Stewardship and other Rural Development schemes.

If there is any money still outstanding after 3 years, we will cancel the balance.

### 6.3.10 Cross compliance

We may apply a penalty for any breach of cross compliance rules anywhere on the holding (including associated common land) by you (or by others acting under your control), or anyone with access to the holding under the terms of an agreement including contractors, employees or family members.

In most cases, we will apply the penalty to all BPS, Countryside Stewardship and earlier agri-environment scheme area payments you claim.

The cross compliance guide changes annually, so please read the latest [cross compliance guidance](#) to find out about cross compliance penalties. These are applied after Countryside Stewardship penalties.

### 6.3.11 Breaches of agreement

If you breach the terms of an agreement, we may apply reductions to your payment.

If we find breaches during administrative checks or inspections, we will write to tell you. In these cases, we will work out the level of reduction we need to apply, by looking at the severity of the breach, its extent and duration, and whether it is an isolated or a repeat occurrence. We may apply a reduction to your current year's claim and also to previous years' claims, unless you can demonstrate you were compliant in previous years.

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

#### Severity

We will assess what has happened due to the breach/non-compliance and consider 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 will also reflect how much of the agreement has been breached. So, for example, where an agreement covered 10 parcels and a breach of agreement was found to affect 50% or more of this land, the breach would be considered to be a large extent.



## Duration

We will also consider the length of time the effect of the breach lasts and whether it is possible to resolve 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 before 2014 – the start of the current Rural Development Programme), and whether the re-occurrence concerns the same or a similar measure (for example agri-environment or organic).

If we consider that a breach is so serious that it cannot be rectified, we may have to terminate the agreement. In serious circumstances, you may be forbidden from entering another agri-environment scheme for up to 2 years.

### 6.3.12 Refusal or withdrawal of support claimed

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 calendar year when we identified the breach plus the following calendar year. We may also refuse support for other Rural Development schemes. If this is the case, we will notify you, and you will be able to appeal against this decision.

### 6.3.13 Suspension of payments

In certain circumstances, where a breach of agreement is of a minor nature, so does not affect the objectives of an option, you will have 3 months from the date we tell you what action you need to take to rectify the breach. However, we may withhold payments until you have rectified the breach.

### 6.3.14 Capital Payments; Over-declaration of expenditure

If you submit a claim which is 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. We will also 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.

### 6.3.15 Interest charges

When we recover payments we have already made to you, we apply interest 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 it is being reviewed.

## 6.4 Scheme control: administrative checks, site visits and Inspections

We are required to make sure that Countryside Stewardship is properly controlled, to protect

public money. Site visits are carried out to monitor Agreement Holder compliance with the rules governing their agreements (and cross compliance on the whole holding) and the success of Countryside Stewardship overall.

We will deal with any agreement breaches or non-compliances we find in line with Section 6.3 of this manual and the terms and conditions at Annex 1. We may recover money, withhold future payments, apply reductions, penalties and interest payments, and potentially terminate your agreement.

The control framework includes 4 types of checks:

- administrative record checks
- rapid field visits
- agreement monitoring visits
- inspections.

You must allow any UK or EU public authority (or their authorised representatives or auditors) to access your land or premises to carry out site visits. These are carried out to make sure you are meeting the cross compliance rules and the rules of your agreement.

You must help 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.

### **6.4.1 Administrative record checks**

We will check all stages of the application and claim processes, including your application form, claim forms and the nature and quality of any supporting evidence, 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 will select a percentage for follow-up checks, and we may ask you to submit copies of on-farm records for us to check. Also, we may also ask you to supply dated photographs for some multi-year options. We will give you reasonable advance notice of when photographs should be taken and the final date for return of records.

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

### **6.4.2 Rapid field visits**

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

### **6.4.3 Agreement monitoring visits**

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

During the period of your agreement, Historic England will visit your site if you have either of the following management options on an SM:



- SMs which have reduced-depth, non-inversion cultivation on historic and archaeological features (HS3)
- restricted depth crop establishment to protect archaeology under an arable rotation (HS9).

Results from these visits will be discussed with us and appropriate action taken.

### 6.4.4 Inspections

Each year, we will carry out compliance inspections on a sample of agreements, as required under the regulations, 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 6.3). You can find more [information on inspections](#) on GOV.UK.

## 6.5 Terminating agreements early

We have the right to terminate the agreement with written notice to you, if one of the following apply:

- you have breached the terms of the agreement
- there is a change in circumstances affecting your eligibility to receive Countryside Stewardship payments you have failed to repay any sum which is owed to us.

We may also at any time terminate your agreement and any future payments by giving you 6 months' written notice.

You may terminate your agreement at any time by giving us written notice. In these situations you may need to repay all or part of the payments you have received. Your obligations under the agreement do not end until we have received this repayment.

## 6.6 Break Clause

If you have an agreement that lasts 10 years or more, it may be possible for either you or RPA to terminate the agreement after 5, 10 or 15 years (the 'break point dates').

A break clause only allows the entire agreement to be terminated: 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 5 year point as the funded management must be in place for the full ten years.

Either RPA or you can terminate the agreement by giving written notice to the other party at least one month before the 'break point date'.

If this right is used, grant payments already paid to you will not have to be repaid, unless you are in breach of scheme requirements or rules.

## 6.7 Transfers of land under agreement

### 6.7.1 Selling or transferring land to another party

We will consider requests to transfer an agreement (in whole or part) to another party due to:

- a change in business structure
- death



- inheritance
- sale, lease or other similar transfer of land.

If we approve the transfer request, any options associated with the transferred land parcels will have a stand-alone Countryside Stewardship agreement on the same terms and conditions. The agreement cannot be re-negotiated at the point of transfer and the land under the agreement cannot be added to another agri-environment agreement. The agreement will also expire at the end of the original agreement term.

Capital Grant agreements are not transferable. If you transfer all or part of the land under a Capital Grant agreement to another party, the Capital Grant agreement will be terminated on those parcels and you may need to repay all or part of the grant payments you have received.

You should tell the new owner/occupier about the agreement before transferring any Agreement Land.

The new owner/occupier (transferee) should contact us for a Transfer Request Form, to fill in and return to us, using our details at Annex 9.

If the new owner or occupier is willing to continue with the agreement they must fill in and return the relevant part of the Transfer Request Form to confirm this as soon as possible and no later than 90 calendar days beginning with the first day after the date of the transfer.

If either of the following apply:

- the new owner or occupier chooses not to continue with the agreement on the transferred land
- we do not receive the new owner or occupier's confirmation of their intention to continue with the agreement on the transferred land

we will terminate the agreement for that land.

You will not need to repay any multi-year grant payments for the period when the Agreement Land was in your ownership or occupation because of the transfer. (However, if you have breached the agreement you may need to repay monies).

If there are capital items associated with the transferred land parcels please contact us. You may need to repay all or part of any grants received for capital items.

If you only transfer part of your Agreement Land, we expect you to continue with the existing options on the land you have kept in your agreement. The amended agreement will run for the remaining term of the original agreement.

You (the transferor) must tell us that the land parcels have transferred to the new SBI. You can transfer the land parcels using the Rural Payments service or filling in an RLE1 form.

### **6.7.2 Changes to customer details or businesses**

If there is a change to your customer details or business structure which means that we give you a new SBI, we will treat this as a transfer.

### **6.7.3 Acquiring additional land covered by another scheme or agreement**

If you acquire land which is already included in commitments under another scheme, such as Environmental Stewardship, Countryside Stewardship or EWGS, there will be a range of options



available for how you manage the land in the future. A Natural England adviser can discuss this with you. If you are in this position contact us.

In cases where the land you've acquired is already under an agreement (Environmental Stewardship, EWGS or Countryside Stewardship) and does not remain at the same or a higher level of management, the original Agreement Holder may need to repay grants made under that agreement.

#### **6.7.4 When will agreement transfers take effect?**

You can contact us to find out what you need to do, when the transfer will take effect and the impact on any outstanding payments, and how to fill in the Transfer Request Form.

We recommend that each party involved in a transfer takes independent legal advice to make sure that their respective obligations or liabilities are built into the relevant transfer documents (for example the contract of sale or the lease agreement). However we do not pay any costs incurred in the transfer process.

If a transfer is in progress but has not been fully completed when the annual claim needs to be submitted, the new owner/occupier will need to countersign the claim form for the land they will be taking on. If this is the case, contact us for the counter signatory annex to the claim form.

## **6.8 Amendments to the agreement**

### **6.8.1 Changes requested by the Agreement Holder**

You should be able to carry out the multi-year options and management under your agreement without difficulty.

However, should an exceptional situation arise where you need to change the choice or location of multi-year options, you can ask us to amend your agreement. If you do this, you may need to repay all or part of previous payments that you have received.

It's important that there is consistent management during the period of the agreement to make sure that the environmental benefits are achieved. We will therefore only agree to changes that are necessary to achieve the objectives of the original agreement. You need written permission from us before you can:

- amend or reschedule approved capital items
- amend or add multi-year options to a live agreement.

You should contact us if you would like to discuss an amendment to your agreement.

We must agree to the request before you make any changes to option location or management. All amendments to multi-year agreements come into effect from 1 January of the next calendar year. We will write to confirm if your request is successful. The amendment will not be valid until you have received a letter from us agreeing to the amendment and advising you of the date from which it will take effect. You must continue to manage your agreement under the existing prescriptions until the date the amendment takes effect.

### **6.8.2 Variation of agreements**

Occasionally, we may need to vary the agreement in line with changes to law and in other exceptional circumstances. In applying for the scheme, you accept that such changes may be made at any time. We will tell you about these changes on our website in a 'List of changes' document. Where the changes will significantly affect the land management required, or financial

aspects of the agreement, we will tell you.

If adjustments are needed to meet changes in Regulations, relevant mandatory standards, requirements or obligations but you are not prepared to accept these changes, your agreement will end. You will not need to repay monies from the agreement.

### 6.8.3 Minor and temporary adjustments to agreement management

You may consider that, due to factors beyond your control in a particular year, you will be temporarily prevented from carrying out some of the management required under your agreement. If this is the case, you can apply to us for a minor and temporary adjustment to the management requirements that apply that year.

Examples include:

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

You can request a minor and temporary adjustment to the management requirements set out in the agreement by filling in a [Minor and Temporary Adjustment form](#). Search for 'Countryside Stewardship forms' at [www.gov.uk](http://www.gov.uk) to download the form (or contact us to send you one) then fill it in and return it to us (see Annex 9).

Permission is not automatic and we 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 is at risk, we 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 receiving your form. We will deal with more complicated cases as quickly as possible, though these may involve contacting you to clarify details.

If you act without written or conditional permission, recoveries, reductions and/or penalties for a breach of agreement may be applied – read Section 6.3 for more information.

When looking at your request, we will consider the following:

- 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: what adjustment is necessary, where and for what period of time it will apply
- the impact of the proposed activity on the payment
- the net environmental impact of the proposed activity
- evidence from third parties
- the administrative cost of making a reduction to the payment (if required).

You will not be reimbursed for any additional management costs that might arise from a minor and temporary adjustment.

We cannot approve a minor and temporary adjustment to an agreement if this is likely to, or will,



lead to a breach of legislation, general scheme requirements, eligibility conditions, or the cross compliance rules.

If we agree to the suggested minor and temporary adjustment, we will write to or email you with permission. You should keep this approval with your Agreement Document.

### 6.8.4 Force majeure

If you are prevented from complying with your obligations under the agreement because of force majeure or exceptional circumstances, you must notify us in writing within 15 working days from the date on which you (or any person authorised to act on your behalf) are in a position to do so.

Written evidence will need to be provided to show:

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

Force majeure or exceptional circumstances may include, but are 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
- 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).

We will consider the facts to decide 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 you are aware of the issue when entering into your agreement then it is unlikely to fall under force majeure or exceptional circumstances.

## 6.9 Disputes, appeals and complaints

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

### 6.9.1 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 or write to us, or call us.

Read the full guidance about [how to complain on GOV.UK](#), which also includes information on how to appeal.

Vivena, ut ego es vehem horibusquam orudemu ltordius adduciptique pritienatqua demne tarisqui firibuntis esideris; nim audam cum non re deesse, neret, iam, quit ad num et interituspio inte noncere fuemunt rariptilic re modient. Ampoendeme cuspiem quamena tricoen teruncl abemqua videpotampl. C. Iveniquon pat, nos hactora L. Natqua recon sus. C. Berce arbis bonside stestum mac rendacivices ceri praverriam ses condem etissentem tabere no. Si si senatium derium eo non hacrevi dintiae confect ussigno ratrix? Ed menam auconsuas inicaus confex strus tere, Pala sim

# Annex 1: Countryside Stewardship Terms and Conditions

## Countryside Stewardship

Protecting the natural  
environment for future  
generations



[www.gov.uk/rpa/cs](http://www.gov.uk/rpa/cs)

# 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](http://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](http://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](http://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.



# Annex 2a: List of Higher Tier Multi-year Options

## Countryside Stewardship

Protecting the natural environment for future generations



[www.gov.uk/rpa/cs](http://www.gov.uk/rpa/cs)

## Annex 2a: List of Higher Tier multi-year options

Code	Option Name	Option Payment Rate
AB1	Nectar flower mix	£511/ha
AB2	Basic overwinter stubble	£84/ha
AB3	Beetle banks	£573
AB4	Skylark plots <sup>*1</sup> (£9 per plot, minimum 2 plots /ha)	£18/ha <sup>*1</sup>
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 <sup>*2</sup> (for every 2 ha of winter bird food)	£632/tonne <sup>*2</sup>
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	£8/100m for 1 side of a hedge
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	Ryegrass seed-set as winter food for birds	£331/ha
GS4	Legume and herb-rich swards	£309/ha
GS5	Permanent grassland with very low inputs in SDAs	£16/ha
GS6	Management of species-rich grassland	£182/ha

Code	Option Name	Option Payment Rate
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 <sup>2</sup>
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 <sup>2</sup>
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 * <sup>3</sup> ( for every 2 ha of wild bird seed mixture)	£494/tonne * <sup>3</sup>
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



Code	Option Name	Option Payment Rate
OT6	Organic land management – enclosed rough grazing	£8/ha
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
SW15	Flood mitigation on arable land	£488/ha
SW16	Flood mitigation on permanent grassland	£256/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

Code	Option Name	Option Payment Rate
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 *4 (for the management of both sides of the ditch)	£37/100m *4
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

## Countryside Stewardship

Protecting the natural environment for future generations



## Annex 2b: List of Higher Tier capital items

Code	Capital Item Name	Capital item Payment Rate
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 – 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
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
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



Code	Capital Item Name	Capital item Payment Rate
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 <sup>2</sup>
RP8	Constructed wetlands for the treatment of pollution	50% of costs
RP9	Earth banks and soil bunds *1 (one unit equals 100m of bund)	£155/unit *1
RP10	Silt filtration dams or seepage barriers	£75/unit
RP11	Swales	£5.95/m <sup>2</sup>
RP12	Check dams and woody debris structures	£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 <sup>2</sup>
RP16	Rainwater goods	£11.40/m
RP17	Storage tanks underground	£350/m <sup>3</sup>
RP18	Above ground tanks	£100/m <sup>3</sup>
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 <sup>2</sup>
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 <sup>2</sup>
RP25	Lined biobed with existing washdown area	£77/m <sup>2</sup>
RP26	Biofilters	£990/unit
RP27	Sprayer or applicator load and wash-down area	£40/m <sup>2</sup>
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores, silage stores)	£62/m <sup>2</sup>
RP29	Self-supporting covers for slurry stores	£30.50/m <sup>2</sup>
RP30	Floating covers for slurry stores and lagoons	£5.60/m <sup>2</sup>
RP31	Equipment to disrupt tramlines in arable areas	£1,500/machine
RP32	Small leaky woody dam (1m to 2.99m)	£461.39/dam*2
RP33	Large leaky woody dam (3m to 5m)	£764.42/dam*2
SB1	Scrub control and felling diseased trees	See *3 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

Code	Capital Item Name	Capital item Payment Rate
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  *4 (£96.50/tree when cutting limbs up to and including 20cm in diameter)	*4
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 <sup>2</sup>
WN3	Ditch, dyke and rhine restoration	£7.30/m
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 <sup>2</sup>
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



Code	Capital Item Name	Capital item Payment Rate
FY2	Woodland infrastructure	40% of actual costs

\*<sup>2</sup> – Find indicative designs for small and large leaky woody dams at Annex 2c

\*<sup>3</sup> – Scrub control and felling trees (SB1) rates:

Method of removal	Stem diameter	Percentage covered/ha	Payment/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
Machine cut	Not applicable	Under 50%	£980
Machine cut	Not applicable	50% and over	£1,680



# Annex 2c: Indicative designs for leaky woody dams

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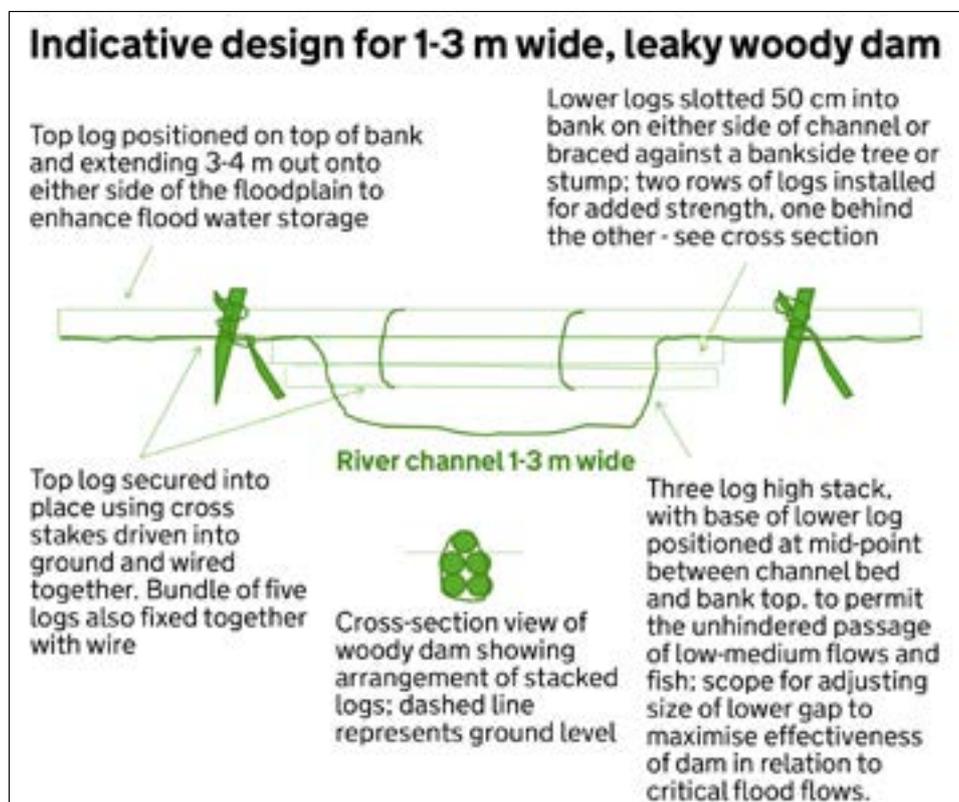
Protecting the natural  
environment for future  
generations



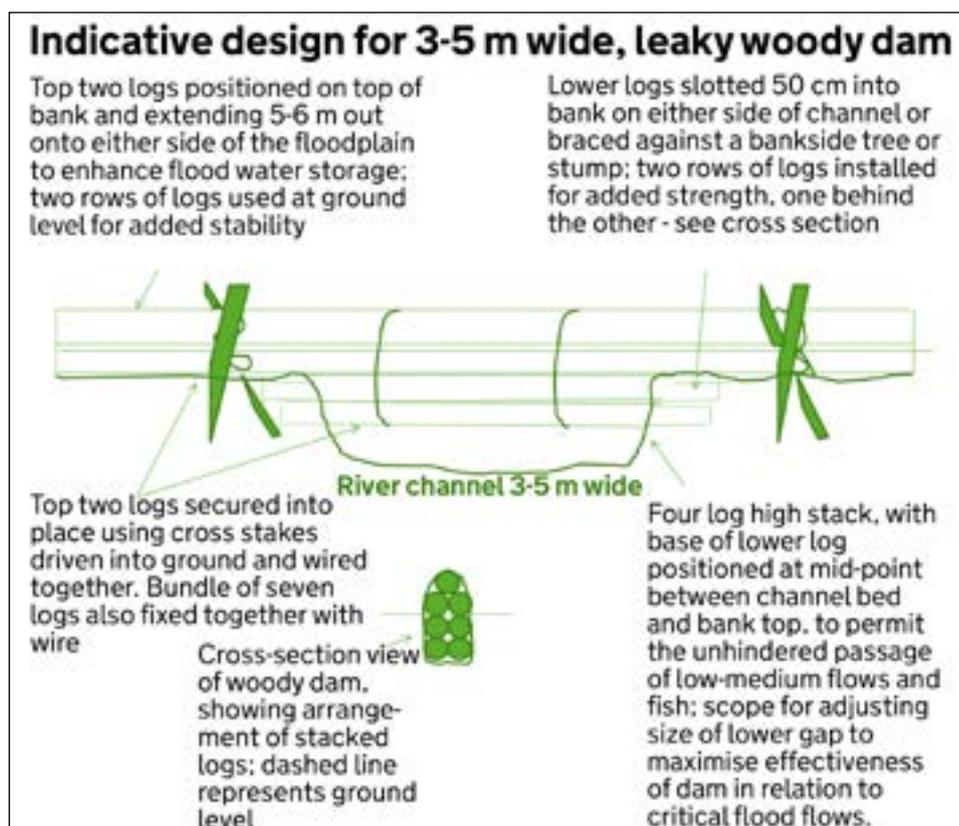
[www.gov.uk/rpa/cs](http://www.gov.uk/rpa/cs)

# Annex 2c: Indicative designs for leaky woody dams

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



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



# Annex 3: Scoring Higher Tier Applications

## Countryside Stewardship

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[www.gov.uk/rpa/cs](http://www.gov.uk/rpa/cs)

# Annex 3 – Scoring Higher Tier Applications

All eligible initial applications for Higher Tier are scored, apart from where they only include organic management and conversion options.

## Agri-environment only

We score these applications, as shown in Tables 1 to 3 below, and then rank them by score. A national threshold is set based on the budget that is available. If your application scores above this threshold, a Natural England adviser will offer support to help you develop a final application. At Defra's discretion, Natural England may be able to offer support to develop some applications that score below the national threshold.

We give a score only for features that need management that is only available in Higher Tier. You can include features suited to Mid Tier management in your Higher Tier application, but they will not contribute to your score.

If we reject your application following Higher Tier scoring, Mid Tier may be more suitable for your holding.

Organic management and conversion options are not scored. If your application contains these options and you meet the eligibility requirements, we will offer you an agreement. If your Higher Tier application fails the overall scoring process, you will be given the option to continue with an agreement that contains just the organic management and conversion options.

## Woodland only

If you are applying for Higher Tier woodland improvement (WD2 or capital items), you will need to score your initial application yourself. Follow the guidance in Annex 5 and in 'How to complete the Countryside Stewardship Higher Tier application form' that is included with your application pack. The Forestry Commission ranks the applications by score and a national threshold is set. If your application scores above this threshold, a Forestry Commission adviser will offer support to help you develop a final application. The adviser will confirm the final score for your application for woodland improvement while working with you.

Once the deadline for submitting final applications has passed, applications will be ranked by their agreed scores and a threshold set. If your application scores above this threshold, we will offer you an agreement.

## Mixed

Natural England and/or the Forestry Commission use a combination of the methods detailed above to score an initial application that contains both agri-environment and woodland parts. If the agri-environment part of your mixed application is rejected, you might be able to continue with a woodland only application or the Mid Tier may be more suitable for your holding. If the woodland part is rejected you may be able to continue with an agri-environment only application.



**Table 1: Higher Tier scoring process for agri-environment only and mixed initial applications**

Step	Criteria	Scoring Process	
<p><b>Step 1 – Basic score for land-based features</b></p> <p>This is for Priority Habitats, Water Quality and Historic Environment features/issues.</p> <p>To receive a score they must be included in the initial application and require management only available under Higher Tier.</p> <p>Most Priority Habitats also have a minimum area requirement below which they are not scored – see Table 2.</p>	<p>Each of these features on the holding has a priority level of High, Medium or Low. These are taken at the Rural Payments service land parcel level. They are as described in local priority statements and targeting maps and in Table 2. Each priority level has an associated <b>Baseline Priority Score</b>.</p> <p><b>Historic Environment</b> features simply score their Baseline Priority Score for each parcel (field) offered supporting that feature.</p> <p>Each <b>Priority Habitat</b> feature or <b>Water Quality</b> issue has its own <b>Value per unit</b> to consider in addition to the Baseline Priority Score. These values are based on the priority level, location and comparative rarity of each feature. These are shown in Table 2 and in most cases the units are hectares. For each of these features/issues, the score is calculated as:</p> <p>Baseline Priority Score + (number of units x value per unit)</p> <p>Where multiple features/issues appear in a parcel, that parcel can score for each feature/issue.</p> <p>The sum of all these scores provides the Basic Score for land-based features</p> <p>Where Priority Habitats occur on SSSIs an additional score will be applied (see Additional Scores below).</p>	<p><b>Priority Level</b></p>	<p><b>Baseline Priority Score</b></p>
		High	1,000
		Medium	100
		Low	10
		<p><b>Example 1: Priority Habitat</b></p> <p>4 hectares of lowland heathland Priority Habitat.</p> <p>Lowland heathland is a High priority so its Baseline Priority Score is 1000 points.</p> <p>Its Value per unit is 100 points per hectare.</p> <p>The score is calculated as:</p> <p><math>1000 + (4 \times 100) = 1,400</math> points</p> <p><b>Example 2: Historic Environment (HE)</b></p> <p>1 High Priority HE feature across 2 parcels and 3 Medium Priority HE features on 3 parcels.</p> <p>The score is calculated as:</p> <p><math>(2 \times 1,000) + (3 \times 100) = 2,300</math> points</p>	



Step	Criteria	Scoring Process	
<p><b>Step 2 – Species score</b></p> <p>This is for the <b>WPFWP, Section 41 (S41) Species requiring bespoke management</b> (as defined in the NERC Act), <b>Woodland Bird assemblage and Breeding Wader assemblage</b> (as referred to in the statement of priorities).</p> <p>To receive a score they must be included in the initial application.</p> <p>These features have minimum area requirements, below which they are not scored – see Table 3.</p>	<p>These are scored in the same way as Priority Habitats in Step 1:</p> <p>Baseline Priority Score + (value per unit x the number of units)</p> <p>Except that if the area has already been scored for biodiversity, the Baseline Priority Score alone is counted.</p> <p>See Table 3 for the priority levels and value per ha scores for these features. They are all High Priority features so the Baseline Priority Score is 1,000 points for all of them.</p> <p>For the <b>Wild Pollinator and Farm Wildlife Package (WPFWP)</b> the Value per unit is 30 points per unit. The unit to be scored is the area, in hectares, of the arable, temporary grass and permanent grassland parcels to be included, excluding any areas of Priority Habitat grassland.</p> <p>For <b>S41 species requiring bespoke management, Woodland Bird assemblage and Breeding Wader assemblage</b> the value per unit is 100 points per unit. The unit to be score is the area in hectares being managed for the species or assemblage<sup>3</sup>.</p> <p>Three species in the <b>Breeding Wader assemblage</b> are also S41 species requiring bespoke management. These species score as above as an S41 species and additionally receive the Baseline Priority Score (1,000 points) for the assemblage.</p> <p>The sum of the individual species category scores provides a <b>Species Score</b>.</p>	<b>Species category</b>	<b>Species Score Calculation:</b>
		WPFWP	Baseline Priority Score + (value per unit x units)
		S41 or Woodland Bird assemblages or Breeding Waders on Priority Habitat	Baseline Priority Score
		S41 or Woodland assemblage Birds or Breeding Waders on non-Priority Habitat	Baseline Priority Score + (value per unit x units)
		S41 and Breeding Waders	Baseline Priority Score + S41 score
		<p><b>Species Score = sum of Species category scores</b></p> <p><b>Example 1: 50 hectares farmed land proposed for the WPFWP in a target area.</b></p> <p>Baseline priority score (high) = 1000 points  Value per unit = 30 points per hectare  Score = 1000 + (30 x 50) = 2,500 points</p> <p><b>Example 2: 20 hectares rough grazing land proposed for management to benefit Curlew.</b></p> <p>Curlew is an S41 species requiring bespoke management and is in the Breeding Wader Assemblage.  S41 species Baseline priority score = 1,000 points  S41 species Value per unit = 100 points per hectare  S41 score = 1000 + (100 x 20) = 3,000 points.</p> <p>The score for the Wader Assemblage is only the Baseline priority score (1,000 points) because the area has already been scored for S41 species.</p>	



Step	Criteria	Scoring Process
<b>Step 3</b> Calculating the Total Basic Score	The <b>Total Basic Score</b> is calculated by adding together the Basic score for land based features and the Species Score.	<b>Total Basic Score = Basic score for land based features + Species Score</b>
<b>Step 4</b> Calculating the Additional Score	1. SSSI: Applicant has included SSSI features.	Add 10% of Total Basic Score, but only for the SSSI area
	2. Genetic conservation:  Applicant has included priority habitats where native  Breeds at risk are appropriate and have been proposed.	Add 5% to the Total Basic Score
	3. Educational access proposed.	Add 5% to Total Basic Score
	4. Facilitation fund:  Applicant confirmed as being part of a Facilitation Fund group.	Add 10% to Total Basic Score
<b>Step 5</b> Calculate Final Score	The Final Score is calculated by adding the Total Basic Score and any Additional Scores.  Where no Higher Tier features are proposed the application will be ineligible and a score of 0 will be applied.	<b>Final Score = Total Basic Score + any Additional Scores</b>
<b>Step 6</b> Ranking of all initial applications	If resource limitations require a threshold to be set, the final score is used to rank all the initial applications in the 'pipeline' for Higher Tier agreements.	
<b>Step 7</b> Final applications are scored in the same way as the initial application.	If there is an issue resourcing the final agreements the scores between the final application and initial application are compared to confirm the offer remains the same.	
<b>Step 8</b> Ranking of all applications	If resources are available all eligible final applications will be taken forward	



**Table 2: Value scores for habitats, water quality and historic environment**

**Priority habitats**

Habitat	Option type	Minimum Area	Priority Level	Value per ha Score
Lowland calcareous grassland	Management/ restoration	0.5 ha	High	100
Lowland calcareous grassland	Creation	0.5 ha	High	90
Lowland dry acid grassland	Management/ restoration	0.5 ha	High	100
Lowland dry acid grassland	Creation	0.5 ha	High	90
Purple moor-grass and rush pasture	Management/ restoration	0.5 ha	High	100
Purple moor-grass and rush pasture	Creation	0.5 ha	High	90
Lowland meadows	Management/ restoration	0.5 ha	High	200
Lowland meadows	Creation	0.5 ha	High	180
Upland hay meadows	Management/ restoration	0.5 ha	High	200
Upland hay meadows	Creation	0.5 ha	High	180
Calaminarian grassland	Management/ restoration	0.5 ha	High	200
Calaminarian grassland	Creation	0.5 ha	High	180
Upland calcareous grassland	Management/ restoration	2 ha	High	100
Upland calcareous grassland	Creation	2 ha	High	90
Lowland heath	Management/ restoration	2 ha	High	100
Lowland heath	Creation	2 ha	High	90
Upland heath (heather moorland)	Management/ restoration (no creation option)	5 ha	High	10
Blanket bog	Management/ restoration (no creation option)	part of upland heath	High	67
Mountain heath and willow scrub	Management/ restoration (no creation option)	part of upland heath	High	100
Inland rock outcrop and scree	N/A - Inland rock and scree does not score separately, but it is scored - as part of the upland heath/heather moorland mosaic	-	N/A	N/A



Habitat	Option type	Minimum Area	Priority Level	Value per ha Score
Limestone pavement	Management/ restoration (no creation option)	2 ha	High	100
Upland flushes, fens and swamps	Management/ restoration (no creation option)	0.5 ha	High	100
Lowland fens	Management/ restoration	0.5 ha	High	100
Lowland fens	Creation	0.5 ha	High	90
Reedbeds	Management/ restoration	2 ha	High	100
Reedbeds	Creation	Creation	High	90
Lowland raised bogs	Management/ restoration (no creation option)	Management/ restoration (no creation option)	High	200
Coastal and floodplain grazing marsh where part of a wetland complex identified in the Breeding Wader Strategy as an important focus area and either currently supports, or is capable of supporting, breeding waders; or on individual sites which support breeding wader assemblages and where water level management is part of proposal; or on areas with networks of ditches of high nature conservation value	Management/ restoration	Management/ restoration	High	67
Coastal and floodplain grazing marsh (as above)	Creation	5 ha	High	60
Maritime cliff and slope	Managed as grassland or heathland	250m	High	4/m (length of cliff, not height)
Coastal saltmarsh	Management/ restoration	5 ha	High	67
Coastal saltmarsh	Creation	5 ha	High	60
Coastal sand dunes	Management/ restoration	5 ha	High	67
Coastal sand dunes	Creation	5 ha	High	60
Saline lagoons	No direct management options under the scheme	Would score as a scheme priority under water quality measures below, if applicable		N/A



Habitat	Option type	Minimum Area	Priority Level	Value per ha Score
Wood pasture and parkland	Management/ restoration	5 ha	High	20
Wood pasture	Creation	5 ha	High	18
Traditional orchards	Management/ restoration	2 ha unless part of orchard network	High	500
Traditional orchards	Creation	2 ha unless part of orchard network	High	450
Riparian habitats associated priority lakes and rivers	Management/ restoration	0.5 ha	High	100
Riparian habitats associated priority lakes and rivers	Creation	0.5 ha	High	90
Woodland - high priority	Management/ restoration	0.5 ha	High	100
Woodland - medium priority	Management/ restoration	0.5 ha	Medium	10
Woodland - low priority	Management/ restoration	0.5 ha	Medium	1

## Water quality

Water Quality and Flood Risk management	Minimum Area	Priority Level	Value per ha Score
Nitrogen	none defined	High	50
Phosphorous	none defined	High	50
Sediment	none defined	High	50
Faecal coliforms	none defined	High	50
Pesticides	none defined	High	50
Flood risk management	none defined	High	50
Nitrogen	none defined	Medium	5
Phosphorous	none defined	Medium	5
Sediment	none defined	Medium	5
Faecal coliforms	none defined	Medium	5
Pesticides	none defined	Medium	5
Flood risk management	none defined	Medium	5
Nitrogen	none defined	Low	0.5
Phosphorous	none defined	Low	0.5
Sediment	none defined	Low	0.5
Faecal coliforms	none defined	Low	0.5
Pesticides	none defined	Low	0.5
Flood risk management	none defined	Low	0.5



Water Quality and Flood Risk management	Minimum Area	Priority Level	Value per ha Score
Unmanaged Conifer to meet UKFS within catchments subject to eutrophication and acidification to reduce pressure on the water environment	0.5 ha	High	100

## Historic environment

Historic Environment	Priority Level	Value per parcel Score
Heritage at risk - designated HE features that appear on the EH register as 'High Risk'	High	1000
Prioritised historic buildings - high priority for restoration	High	1000
SHINE 4 high significance	High	1000
National designations at medium and low risk - designated HE features that are currently rated as 'medium' or 'low' risk on the EH register.	High	1000
SHINE medium and low significance	Medium	100
Designated and undesignated traditional farm buildings in need of maintenance	Medium	100
Priority undesignated historic parklands	Medium	100

## Table 3: Value scores for biodiversity priorities

Biodiversity Priority	Minimum Area	Priority Level	Value per ha Score
Wild pollinator and farm wildlife package	5% of relevant land under WPFWP options	High	30
S. 41 species with bespoke management needs <sup>*5</sup>	0.5 ha	High	100
Woodland bird assemblage	0.5 ha	High	No area score
Breeding wader assemblages	0.5 ha <sup>*6</sup>	High	100/ha unless area already scored for PH, WPFWP or s. 41

<sup>\*5</sup> The 100 points per ha area score and 0.5 hectares minimum threshold only apply to bespoke species occurring on non-Priority Habitats and outside WPFWP areas where we have sufficiently detailed data - in 2015 this was for birds and butterflies. Where bespoke species occur on Priority Habitat they will score the area score for that habitat and will need to meet the minimum threshold for that habitat, which may be different, as listed earlier in the annex

<sup>\*6</sup> The 0.5 hectares minimum threshold only applies to breeding wader assemblages occurring on non-Priority Habitats. Where breeding wader assemblages occur on Priority Habitat they will need to meet the minimum threshold for that habitat, which may be different, as listed earlier in the annex.



# Annex 4: Applying for the Higher Tier Wild Pollinator and Farm Wildlife Packages

## Countryside Stewardship

Protecting the natural environment for future generations



# Annex 4 Applying for the Higher Tier Wild Pollinator and Farm Wildlife Packages

The Higher Tier Wild Pollinator and Farm Wildlife Package (WPFWP) groups selected management option together. These options help you to provide farmland wildlife with the essential resources they need to thrive and breed successfully.

If you include the WPFWP in your application, it will increase your application's score. Applications with a higher score are more likely to be offered an agreement.

## Benefits for wildlife

A Higher Tier WPFWP will help you to support your local wildlife, including:

- wild pollinators - such as solitary bees and bumble bees
- farmland birds - such as grey partridge, skylark and yellowhammer
- other farmland wildlife - such as rare arable plants, great crested newts, bats and brown hare.

## How it works

The package focuses on the farmed land on your holding and includes a range of management options. These options help you to provide essential resources for wildlife.

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

You can read the details of these options in Table 1. You can also choose from the list of additional options in table 2

Choosing more options is usually better for wildlife because you will provide a greater range of habitats and food/nesting resources. As with all Higher Tier, you must meet the management requirements for each of the options you choose.

Section 4.2 sets out the support that is available when choosing options.

The minimum requirements for the package are as follows:

- you must meet the minimum requirements for each of the essential resource categories. These are expressed in hectares (or in metres for the hedge and ditch options)
- make sure that the area covered by the package options is at least 5% of the total area of farmed land included in your application. Depending on the options you choose you may be required to commit more than 5%.

You can add a range of other management options and capital items in addition to your WPFWP package with Higher Tier.



## Who can apply for Higher Tier WPFWP

You must meet **one** of the following criteria to be considered for the Higher Tier WPFWP:

1. Have an Environmental Stewardship agreement that is coming to an end. Your agreement must have included management options that focused on farmed wildlife. Your agreement must have been successful based on the quality of options delivered and/or evidence of biological responses by key farmland species.
2. Have a holding that meets the qualifying criteria for range-restricted farmland bird assemblages and/or wild bee species. You should check your holding on Magic maps on [the MAGIC website](#). To qualify, your holding must be partly or wholly located in tetrad (2 x 2 kilometres recording square) that supports one or both of the following.
3. 3 of the 6 range-restricted farmland bird assemblages
4. 7 of the 13 wild bee species associated with the wider countryside.

## Scoring and the WPFWP

**If you meet the minimum requirements of the WPFWP, your application score will automatically receive an increase.**

You can read information on scoring in Annex 3.

## Eligible land

The WPFWP can only be located on BPS declared arable land, temporary grassland and permanent grassland. All other land uses are excluded from this package. You must also meet the eligibility criteria for the Higher Tier. Read Section 3.

## Tools to help you decide how much land to include

You can use the information in the tables on the following pages to make your calculations.

- Not all land needs to be included in your application for WPFWP, it can cover either the whole or part of your farm.
- You must meet the minimum requirements of the package.
- You can choose to include more land than the minimum in your application.

## Wild Pollinator and Farm Wildlife Package options and their relationship to the Basic Payment Scheme (BPS)

Higher Tier options you apply for as part of the WPFWP cannot overlap with Ecological Focus Area (EFA) land at any time during the term of the Countryside Stewardship agreement. However, co-location within the same land parcel is allowed where the options do not overlap.

## Maximise the benefit for farmed wildlife

To increase the impact of the WPFWP package:

1. choose more options and spread the location of the options across the farm
2. select both legume and perennial flower-based mixes as these will provide nectar and pollen sources for a longer period of time over the summer and autumn



3. spread options delivering nectar and pollen across the farm, so that it benefits as many wild pollinators and birds as possible
4. choose the hedgerow management option. Well-managed hedgerows can provide valuable spring foraging for wild pollinators, as well as good nesting habitat for birds
5. create a mixture of habitats, from tussocky, uncut grass to areas of warm, dry, bare ground that remains undisturbed for the breeding cycle. These will provide wild pollinators and farmland birds places to nest and, shelter and overwinter/hibernation areas for pollinators
6. provide both annual and biennial wild bird seed mixes as they will benefit a broader range of farmland birds
7. place skylark plots over some/all of the area of winter cereal crops
8. stubble works best if the preceding crop is barley and spring- sown.
9. consider selecting one or more additional options to focus on particular species or features
10. you can find some typical option combinations for arable, pastoral and mixed farms in Table 3 .

## How to build a Higher Tier Wild Pollinator and Farm Wildlife Package

1. Work out the area of land that is eligible and decide how much to include in your application.
2. Use Table 1 below to choose your options. You must choose options that meet the minimum requirements for each Essential Resource.
3. Choose how many hectares you want to enter into each option (how many metres for hedgerows and ditches). You must meet the minimum requirements for each Essential Resource.
4. Generally choosing more options is better for farmed wildlife. Consider whether you can include more than the minimum requirements. You may wish to include additional options from Table 2.
5. Check carefully that you have met the minimum requirements of the package. You can use the information in the tables below to make your calculations.
6. Fill in your Higher Tier application form as set out in Section 4, adding in any other options and capital items that you wish to apply for.

## Using the Wild Pollinator and Farm Wildlife Package tables

Read the guidance above to understand how the package works. There is a table below for each of the Essential Resources, and a table for additional options.

The minimum and maximum amounts of each resource (for 100 hectares of eligible land) are given in the tables. You should adjust these on a 'pro rata' basis. For example, if you have 250 hectares of eligible land, then multiply the quantities by 2.5.



**Table 1: Essential resources to be provided in every Higher Tier Wild Pollinator and Farm Wildlife Package agreement**

<b>Essential resource 1: Nectar and pollen sources for insect pollinators and insect-rich foraging for birds</b>		
You must meet the minimum quantity for BOTH spring flowering AND summer/ autumn flowering		
		<b>Minimum quantity per 100 ha</b>
A - Spring Flowering	<b>The following options can be used on their own or in combination to achieve the minimum<sup>1</sup></b>	
	BE3 Management of hedgerows	500 m
	WT3 Management of ditches of high environmental value	500 m
	WT1 Buffering in-field ponds and ditches in improved grassland	0.5 ha
	WT2 Buffering in-field ponds and ditches on arable land	0.5 ha
	WD3 Woodland edges on arable land	0.5 ha
	AB11 Cultivated areas for arable plants (autumn-cultivated only)	0.5 ha
	<sup>1</sup> Example combination - 250m of BE3 and 0.25ha of AB11	
B - Summer/Autumn Flowering	<b>The following options can be used on their own or in combination to achieve the minimum<sup>2</sup></b>	
	AB1 Nectar flower mix	1.5 ha
	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)	
	<sup>2</sup> Example combination – 0.5ha each of AB1, AB8 and AB11	



## Essential resource 2: Nesting, hibernation and sheltering habitat for insect pollinators and birds

You must choose at least one of the following options to meet the minimum quantity

		Minimum quantity per 100 ha
Nesting, hibernation and sheltering habitat for insect pollinators and birds	<b>Chose at least one of the following options to achieve the minimum quantity</b>	
	SW1 4-6m buffer strip on cultivated land	1 ha
	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	

## Essential resource 3: Winter food for seed-eating birds

You can chose to deliver this option through AB9 or you can combine AB9 with other options.

		Minimum quantity per 100 ha
Winter food for seed-eating birds	<b>You can choose</b>	
	AB9 Winter bird food (or OP2 Wild bird seed mixture)	2 ha
	<b>Or</b>	
	AB9 Winter bird food (or OP2 Wild bird seed mixture)	1 ha
	<b>And one of the following <sup>*3</sup></b>	
	AB10 Unharvested cereal headland	1 ha
	GS3 Ryegrass seed-set as winter/spring food for birds	1 ha
	AB6 Enhanced overwinter stubble	2.5 ha
	AB13 Brassica fodder crops	2.5 ha
	AB16 Autumn sown bumblebird mix	2.5 ha
	AB2 Basic overwinter stubble (or OP1 Overwintered stubble)	5 ha
	AB7 Whole crop cereals	5 ha
	<b>Or a mix of AB2 and AB7</b>	5 ha in total
<sup>*3</sup> This is based on the following formula: 1 ha of AB9/OP2, AB10 or GS3 = 2.5 ha of AB6/AB13 = 5 ha of AB2/OP1/AB7		



## Table 2: Additional options focussing on specific species or features on the holding that may require management

The options below are voluntary. You can use them to help you to manage specific species on your holding. You could improve your application over-all by adding these options.

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 square metres or less)
	WT5 Management of ponds of high wildlife value (more than 100 square metres)
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
	( all are capital items)



**Table 3: Example Higher Tier Wild Pollinator and Farm Wildlife Package option combinations for different holding scenarios**

Holding scenario	Criteria (plus additional priorities)	Options (areas are per 100 ha of farmed land entered into the agreement)	Rate (£) per annum	Essential resources			Additional options	% of farmed land covered by options	Total value 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 holding 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 (No bespoke species present but within an area of high ELS/Mid Tier uptake)	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  Flower-rich margins, nectar mix and buffer strips should be spread around the holding, adjacent to managed hedgerows where possible  Winter bird food should be a mix of annual and biennial mixtures	
		0.5ha AB8 Flower rich margins and plots	539	summer/autumn	x					
		1ha AB1 Nectar flower mix	511	summer/autumn						
		1ha SW1 4-6m buffer strip on cultivated land	353		x					
		2ha AB9 Winter bird food	1280			x				
		AB12 supplementary feeding on 2ha of Winter bird food	632				x			



Holding scenario	Criteria (plus additional priorities)	Options (areas are per 100 ha of farmed land entered into the agreement)	Rate (£) per annum	Essential resources			Additional options	% of farmed land covered by options	Total value 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 holding 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				



Holding scenario	Criteria (plus additional priorities)	Options (areas are per 100 ha of farmed land entered into the agreement)	Rate (£) per annum	Essential resources			Additional options	% of farmed land covered by options	Total value 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 holding 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 seed- set option could be removed on farms outside of farmland bird target areas	
		1.5ha GS4 Legume and herb-rich swards	463.5	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)	182.5			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 5: Woodland improvement

Multi-year option (WD2) and capital items including  
Woodland Infrastructure (FY2)

## Countryside Stewardship

Protecting the natural  
environment for future  
generations



[www.gov.uk/rpa/cs](http://www.gov.uk/rpa/cs)

# Annex 5: Woodland improvement multi-year option (WD2) and capital items including Woodland Infrastructure (FY2)

## Purpose

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

## Contents

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### a) Requirements for a Woodland Management Plan

If you want to apply for a Countryside Stewardship Higher Tier agreement on woodland, you must have a Forestry Commission approved Woodland Management Plan (WMP). Your WMP must be approved or approved in principle before you submit your Higher Tier initial application on or before 3 May. Your approved WMP must cover the 5 year period of the Higher Tier agreement. If your WMP is approved in principle when you make your initial application, the WMP must be fully approved with any associated felling licence in place by the final application deadline on 30 September.

Your WMP must support and validate your Higher Tier application. It must support the prescription choices you have applied for under the WD2 option and/or explain why you need the capital items you have included in your application.

There are 2 Forestry Commission WMP templates for you to choose from:

- 'Full' Woodland Management Plan – for woodland that is equal to 10 hectares or more
- 'Small' Woodland Management Plan – for woodland areas that are less than 10 hectares

You can read more information about WMPs including information about funding and download the templates from [Create a woodland management plan](#) on GOV.UK.

You can use other templates to meet the requirement for a Forestry Commission approved UKFS compliant WMP, for example, a WMP produced to gain access to the UK Woodland Assurance Scheme (UKWAS).

If you use a template other than the Forestry Commission templates, we cannot provide grant aid for your WMP through the [Countryside Stewardship Woodland Management Plan grant](#).



Your WMP will meet any requirements for management of the parkland/wood where this is needed under a Registered Parks and Garden designation, provided Historic England have been consulted on the draft WMP and have given consent for the proposed management of the wood.

## Amending Woodland Management Plans to support Countryside Stewardship applications

You may find your current WMP does not support your Countryside Stewardship Higher Tier application. For example, an older WMP might not:

- accurately reflect the current woodland management objectives
- fully address the current constraints and threats affecting woodland management
- be compliant with the current UKFS standard (revised 2017).

You may be able to make amendments to your WMP as part of making your Higher Tier application. This will depend on the type of amendment(s) you need to make to your WMP. You need to discuss any changes you want to make with your Woodland Officer as soon as possible. The Forestry Commission will decide if you can make changes or not. Any amendments must be approved by the Forestry Commission before 30 September.

To get this approval you might have to:

- hold discussions with relevant stakeholders
- apply for and get additional felling permissions by 30 September
- arrange for any other consents needed before 31 August.

You should submit your amended WMP to your local Forestry Commission Woodland Officer, allowing sufficient time for approval, including the steps above to be completed, by 30 September.

You may find that it is not possible to get approval for substantial amendments before 30 September. In these cases, if you are eligible for the Countryside Stewardship Woodland Management Plan grant (standalone capital item PA3), you may be encouraged to apply for support to create a new WMP. You can read the [Woodland Management Plan grant manual](#) on GOV.UK.

It is unlikely that major amendments to an existing WMP successfully funded through PA3 could be approved by 30 September. Forestry Commission Woodland Officers can advise if you are eligible for PA3 or not and on the likelihood of amendments being approved before 30 September.

### Key points:

- a Forestry Commission WMP must be approved or approved in principle to support an eligible Countryside Stewardship application by the initial application submission deadline of 3 May
- where a WMP is approved in principle at the deadline for initial applications, the felling consents and permissions must be completed and a felling licence in place by the final application deadline on 31 August
- where the WMP needs an amendment so that it supports specific options/item requests (for example if using WD2 to support a priority objective that is not within the existing WMP), the WMP must be amended and approved by 30 September
- it may not be possible for substantial amendments to WMPs to be approved before this deadline, but they may be funded through the [Countryside Stewardship Woodland Management Plan grant](#) on GOV.UK.



## b) Eligible Area and Value Thresholds

To be eligible for Higher Tier the total area of woodland in your application must be 3 hectares or more (unless the woodland is a Site of Special Scientific Interest, in which case this threshold is lowered to 1 hectare). The total area for the application can be made up of separate blocks of woodland, but the minimum size for these blocks is 0.5 hectare.

To be eligible for Higher Tier Woodland Improvement, the land parcels must be registered with a land use of WO12 – woodland on the Rural Payments service. Read Forestry Commission [Operations Note 42](#) for more information about this.

If you are making a mixed application for both agri-environment and woodland options the 3 hectare minimum application size still applies, but this can be made up of land containing both woodland and agri-environment options and/or items. The 0.5 hectare minimum block size for woodland still applies in this case.

**The table below lists the minimum agreement and block sizes, as well as the minimum total value of capital items within a single agreement.**

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

## c) Application timeline for Higher Tier woodland applications

All woodland applications must be made using the map and application pack available on request from us – Annex 9 lists contact details. Guidance and sample forms referred to in this manual are available on GOV.UK at: [www.gov.rpa/cs](http://www.gov.rpa/cs)

The timeline for woodland applications is:

Action on applicant	Timeline
Request an agreement map and Higher Tier application pack	As soon as possible and by 31 March to allow initial applications to be received by the 3 May
Sign and submit application form, including woodland annex and agreement map	By 3 May
Develop your initial application with a Forestry Commission Woodland Officer, including a site visit, to create a final application, with maps, scoring form and work specifications agreed).	After submission of an eligible initial application
Sign and submit final application with all requested supporting documentation to Forestry Commission Woodland Officer, including maps, quotes, agreed revised score forms and work specifications.	By 31 August



Action on applicant	Timeline
Submit all outstanding requested evidence and necessary consultations, consents, licences and permissions.	By 30 September
Sign and return your negotiation declaration slip to the Forestry Commission Woodland Officer.	Within 14 days of receipt or by (30 September)
Confirm your acceptance of the agreement offered.	From November onwards

**You must send your application to us by 3 May. We will not accept applications after this date. You should apply as early as possible.**

## d) Woodland Improvement multi-year option (WD2), woodland infrastructure (FY2) and capital items

Countryside Stewardship provides support for woodland improvement under the Higher Tier through the woodland improvement option (WD2) and/or capital items, including woodland infrastructure (FY2).

You can apply for WD2 and/or capital item(s) where work will support the following priority objectives:

- enhancing priority habitats
- enhancing priority species
- restoring plantations on ancient woodland sites
- improving water quality in acid sensitive water catchments.

### Woodland Improvement option (WD2)

This is a multi-year option with payments of £100 per hectare per year for 5 years. You can find the [WD2: Woodland improvement guide](#) to support this option on GOV.UK.

### Capital items

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

Find more information in the following table.



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 RP32 – Small leaky woody dam (1m to 2.99m) RP33 – Large leaky woody Dam (3.0m to 5m) Stand-alone only: SB1 – Scrub control and felling diseased trees SB2 – Scrub control - difficult sites SB6 – Rhododendron 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 SB4 – Chemical bracken control SB5 – Mechanical bracken control	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 using the <a href="#">Countryside Stewardship grant finder</a> on GOV.UK		

Multi-year and capital woodland improvement options and items can be applied for on the same land if they are complementary and not used to fund the same work.

**Capital items funding scrub control or rhododendron control cannot be applied for on the same area of woodland as WD2.** If you need these capital items you are encouraged to apply for them separately. Once the work is completed, claimed and paid for you can then apply for WD2. It is possible to selectively apply for WD2 on parts of woodland that are not receiving support from these capital items.

## Evidence and quotes for capital items

If you apply for woodland capital items, you might need photographs that show the proposed location of the capital item object or operation. You must keep this evidence as we may ask to see it.

If you apply for any of the capital items listed below you will need photographs to show the absence of the items you are applying for. You must keep this evidence as we may ask to see it.

Code	Capital item
FG1	Fencing
FG2	Sheep netting

Code	Capital item
FG4	Permanent electric fencing
FG5	Rabbit fencing supplement
FG12	Wooden field gate
FG14	Badger gates
FG15	Water gates
RP32	Small leaky woody dam (1m to 2.99m)
RP33	Large leaky woody dam (3.0m to 5m)
SB4	Chemical bracken control
SB5	Mechanical bracken control
WN5	Pond management (first 100 sq m)
WB1	Small wildlife box
WB2	Medium wildlife box
WB3	Large wildlife box

If you apply for the capital item Woodland Infrastructure (FY2) you will need to give 3 quotes in your final application (by 31 August). You should keep this deadline in mind as you put your application together.

We recommend that you check all requirement details for all capital items at [Countryside Stewardship grants](#) on GOV.UK.

## Woodland infrastructure (FY2)

This capital item supports woodland management by making the woodland accessible by road, allowing timber and other forest products to be moved or stored for transport more easily. Your WMP must identify the need for the proposed access.

We will pay 40% of actual costs for this item (including VAT and agents' fees, where applicable). You must submit at least 3 written quotations with your final application. Each quote should clearly show an itemised specification of the proposed work (for example, length of road, construction method and length).

If you want to use your own labour and machinery to carry out the work, please refer to Section 6.2 of this manual. You will still be required to provide at least 3 written quotations, with the quotation for your own work based on labour costs, hourly rates and the cost of using your own machines with an explanation to support the rates.

Your application maps must clearly show the location of the proposed infrastructure. You will need to prepare a detailed specification for the road/infrastructure, tailored to the site and explain why the specification has been chosen. Your specification needs to:

- set out the work that will be carried out on site showing how the soil conditions have been considered.
- meet national legislation, following the Construction, Design and Management (CDM) regulations for forest roads and tracks. You can read further information in Forestry Commission [Operations Note 25](#) on GOV.UK.

You need to give clear reasons in your application why the road specification you've chosen is

appropriate. This will be assessed by the Forestry Commission.

Before applying for this item, you must:

- notify the local planning authority and the relevant highways authority so they can decide whether the work can be classified as a permitted development. Read [Planning permission for Farms](#). This requires you to submit a description of the work to the Local Authority
- get consent for work from the local planning authority (or internal drainage boards within an internal drainage district) where the road crosses a watercourse or uses culverts during construction, use or maintenance. Where a new road in a forest needs access to the public highway the relevant highways authority may need to be notified too. You must send a copy of the local planning authority’s advice and any permits with your application.

The Forestry Commission will decide whether the work requires consent under the Environmental Impact Assessment (Forestry) Regulations. This depends on whether the proposal is likely to have a significant effect on the environment.

Read [FY2: Woodland infrastructure](#) on GOV.UK for guidance to support this item.

### Scrub control – difficult sites (SB2)

This capital item supports scrub control on sites that either need specialist operations or machinery, or where scrub control is a requirement of your Forestry Commission approved WMP. Up to 80% of actual costs will be paid (including VAT, where applicable). You must provide at least 3 written quotations with your final application. Read [SB2: Scrub control - difficult sites](#) on GOV.UK for guidance to support this item.

## e) Work required under WD2 (Objectives and Prescriptions)

To support delivery of the priority objectives in Section (b) there are both mandatory and optional sets of work requirements, or ‘prescriptions’ under WD2. Mandatory Prescriptions and evidence needed

### Monitoring and recording evidence

Prescription 2008	Evidence needed
Management time – evidence of activities undertaken: monitoring, photography, marking.	Retention of monitoring reports at years 3 and 5 where identified below as we may ask to see them. Retention of other supporting documents, for example, Operational Site Assessments, sales receipts to be available on request during inspection.

### Compliance with UK Forestry Standard

Prescription 2012	Evidence needed
UKFS compliant operational activities evidenced by completion of an Operational Site Assessment or similar.	Retention of Operational Site Assessment or similar to be available during inspection.



## Monitor change

Prescription 4006	Evidence needed
Provide monitoring reports in years 3 and 5 to confirm progress (for example providing before and after photographs, a record of the number of deer culled, and the results of squirrel monitoring).	Retention of reports in years 3 and 5 to include photographic evidence. We may ask to see this evidence.

The following will also apply to woodland improvement activity unless they are not relevant to the woodland. This will be agreed with your Forestry Commission Woodland Officer:

## Thin or selectively fell trees

Prescription 2011	Evidence needed
Thin or selectively fell [X] hectares of trees.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence.

## Regeneration felling

Prescription 2013	Evidence needed
Undertake regeneration felling to encourage crown development and/or natural regeneration.	On site visual checks to show compliance with management plan proposals.

## Regeneration planting

Prescription 2003	Evidence needed
If, in spaces exceeding 0.25ha, 2 years after the removal of conifers, natural regeneration of native species has not begun, 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.)	On site visual checks to show compliance with management plan proposals.

## Silvicultural transformation

Prescription 2004	Evidence needed
Implement silvicultural transformation as informed by the Woodland Management Plan.	On site visual checks of conversion activity and associated record keeping to show compliance with management plan proposals.

## Reduce conifers

Prescription 2018	Evidence needed
By year 5 reduce the percentage of coniferous species from [x%] to [y%].	On site visual check that percentage reduction has been achieved through sampling.



## Manage successional scrub

Prescription 2007	Evidence needed
Manage successional scrub through cyclical cutting.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence.  On site visual check that management has been undertaken

## Coppicing

Prescription 2009	Evidence needed
Re-coppice [x] ha of [y] species.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence.  On site visual check that re-coppicing has taken place

## Squirrel monitoring

Prescription 2016	Evidence needed
Within red squirrel strongholds monitor red and grey squirrel presence through current best practice, for example, hair tubes.	Retention of monitoring reports in years 3 and 5 as we may ask to see them.

## Veteran trees

Prescription 2010	Evidence needed
Release [x] existing and/or recruitment veteran trees from competing tree growth.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence.  On site visual check to show compliance with management plan proposals.

## Deer control

Prescription 2015	Evidence needed
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 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 at the end of the first year of the agreement.  Monitoring reports to be retained at year 3 and 5 including, for example, deer cull numbers and photographic evidence of deer exclusion plots. We may ask to see this evidence.



## Remove non-native/ invasive species

Prescription 2014	Evidence needed
Vegetation management - remove [x] ha of competing and/or non-native or invasive vegetation of [y] species by appropriate mechanical or chemical control.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence.  On site visual check to show compliance with management plan proposals.

## Permanent open space

Prescription 2000	Evidence needed
Create and/or manage [x] ha of permanent open space.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence.  On site visual check to show compliance with management plan proposals.

## Access Tracks

Prescription 2001	Evidence needed
Create and/or manage [x] metres of access rides.	On site visual check to show compliance with management plan proposals.

## Ride management

Prescription 2006	Evidence needed
Manage [x] metres of ride edges through an [x] zone cutting regime.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence.  On site visual check to show compliance with management plan proposals.

## Deadwood

Prescription 2002	Evidence needed
Create and/or maintain appropriate levels of deadwood habitat in line with UKFS.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence.  On site visual check to show compliance with management plan proposals.



## Grey squirrel control

Prescription 2016	Evidence needed
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 dispatch method. In areas with red squirrels, only live trapping is permitted. Shooting may be undertaken as an additional method of control.	On site visual check to show compliance with management plan proposals.

## Operational Site Planning

Prescription	Evidence needed
UKFS compliant operational activities evidenced by completion of an Operational Site Assessment (OSA) or similar.	Retention of Operational Site Assessment or similar to be available during inspection.

### Key points:

- If you include deer control in your agreement, you must have a deer management plan in place at the end of the first year of your agreement.
- You need to produce monitoring reports in years 3 and 5. Your reports should contain information for each of the prescriptions in your agreement, as identified in the table above. You must keep this evidence as we may ask to see it.
- You need to keep other evidence such as Operational Site Assessments, deer management plans and invoices. You will need to have this evidence available for any inspection that may take place during the life of your agreement.

## f) Maps

### Agreement Maps

An Agreement Map for Woodland Improvement must be created and submitted with every initial application by 3 May.

You will be sent a map with the application pack requested before 31 March. You may then choose to use the supplied map as a base on which to mark items, boundaries and/or other details or to create your own Agreement Map using GIS software. In either case, the Agreement Map must meet the minimum mapping standards outlined below. You need to print 2 copies of your Options/FER map. This is so that you can show your options choices on one copy, and show the environmental features on your holding on the other copy. After you've done this, scan them into your computer.

When you request an application pack, we will ask you to confirm the presence of any existing Environmental Stewardship agreements on the land. All land parcels that are in an existing Environmental Stewardship agreement due to expire after 31 December 2019 are not eligible for Countryside Stewardship and cannot be included in a Higher Tier agreement. Land in an Environmental Stewardship agreement that expires before 31 December 2019 can be included in the application.



The woodland option WD2 is only available for **established** woodland. To make sure this requirement is met land must be:

1. fully established – your Woodland Officer will check this during their site visit, we expect the trees to be at least 15 years old to qualify
2. not used to claim either Farm Woodland Payments (FWP), Farm Woodland Premium Scheme (FWPS) or Farm Woodland Scheme (FWS).

In established woodland, if there is a live multi-annual English Woodland Grant Scheme (EWGS) agreement on the land, you should speak to your Forestry Commission Woodland Officer to confirm if the land is eligible to be included in your application.

When we receive your initial application we will check if the land included in your application is eligible.

When contacting us, you must have the following information to hand:

- applicant's Single Business Identifier (SBI).
- applicant's personal details.
- County Parish Holding (CPH) number.
- land parcel numbers for the land you want to include in your application.
- whether or not a live Environmental Stewardship agreement is present on any land parcels in the application.

## Minimum mapping standards

If you use the map we sent you you'll need to:

- mark the location of the proposed area of WD2 and/or any capital items using a coloured pen. List the capital item code(s) next to the areas you mark
- mark fence lines – make a note on the map to show the type of fence (code) you are applying for
- write on the top right of the map:
  - your SBI
  - the business name (this is the name registered with the SBI in the Rural Payments service)
  - application year and agreement title (as detailed on the application form)
- use black ink when you write on the Agreement Map.
- if you make a mistake do not use correction fluid, strike through the mistake instead.

If you create a map using GIS software, instead of using the map supplied by us, you need to meet the following minimum standards in addition to those listed above:

- if there are no numbered Ordnance Survey (OS) grid lines, you must write the 6 figure OS grid reference for the centre of the map on the bottom left
- the scale of the map must be clearly shown.

You will be responsible for providing updated maps following any agreed changes to the proposed scheme or capital items.



## Annotated maps

You must submit a supplementary set of high quality, colour maps when you are developing your final application. You must write/mark on the maps:

- the locations of the capital items
- the specific locations where the work prescriptions will be carried out - for example, ride mowing
- the specification of the work if required, for example, 2 and 3 zone ride mowing.

You must include a clear and concise key on your map so that we understand your marks and notes.

You can make your annotated maps by using one of the following:

- a copy of the base map we sent you
- an appropriate OS map.

Your map can show a mixture of information but must be clear and easy to read. A single annotated map can cover the following elements:

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

Annotated maps will help the Forestry Commission Woodland Officer's site visit.

When you submit your final Agreement Map and the annotated map(s), it is your responsibility to make sure that areas marked on the maps are accurate and agree with the details of your application. We will identify any mapping discrepancies through our inspections and checks. Penalties, reductions or recoveries may be applied – read Section 6.3 of the manual.

## g) Scoring

### Overview

Countryside Stewardship is a targeted, competitive scheme. We will give priority for funding to those offering the greatest environmental benefits particularly in relation to biodiversity, water and climate change resilience. Not all eligible applications will be offered an agreement.

Woodland applications and the woodland elements of mixed applications, will be scored on the basis of:

- if your application deals with an environmental priority for your area – if it does, we will give it a higher score
- how your plans will help the environmental priorities for your area.

The capital items you apply for must go with the WD2 specifications you include on your application. Your application must show how you will deal with one or more of the 4 priority objectives (priority habitat, priority species, restoring plantations on ancient woodland sites and improving water quality in acid sensitive water catchments).

All scoring has an area-based element so you will need to identify:

- which priority objective(s) for your area you will deal with in your application



- which land parcels in your application you will use for this priority objective.

You can check this by visiting the [Land Information Search \(LIS\)](#) on GOV.UK

## Process

Action	Responsibility	When
Complete and submit score form (Annex 2e of the application form)	Applicant	By 3 May
Confirm that the self-score meets or exceeds 1,100 points	RPA	On receipt of initial application
Initial Ranking + Threshold Setting	Forestry Commission National Office	By early June
Final Ranking + Threshold Setting	Forestry Commission National Office	After 30 September

- You must submit a completed, self-scoring form as part of your woodland application by 3 May.
- We will rank initial applications against a nationally determined threshold score. This threshold score will take into account the value of initial applications submitted and the funding available to support agreements for that year.
- After the initial application deadline has passed (3 May) we will rank all applications received by their scores. We will tell you if it is likely that your application will be considered in the final ranking in October.
- Your Final application must include a final score, agreed with the Woodland Officer, by the deadline for submitting final applications (30 September).
- We will rank final applications against a nationally determined threshold score that takes into account the value of final applications submitted and the funding available to support agreements for that year.
- The woodland and agri-environment elements of your application will be ranked separately. Natural England will carry out the ranking for agri-environment elements and Forestry Commission will carry out the ranking for the woodland elements. If you have a mixed application, it will need to pass the initial ranking for each element.

## Scoring multi-year options and capital items

If you declare multi-year options and capital items on the same piece of land, we will score only the multi-year option.

### Multi-year options

We will give a base score and an additional area based score. We may give a supplementary score if your application includes a woodland bird assemblage and/or a woodland SSSI and/or it deals with 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 will be scored if they are 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
BN13 - Top wiring	The area of woodland protected by the top wiring
FG1 – Fencing	The area of woodland protected by the fence
FG2 - Sheep netting	The area of woodland protected by the fencing
FG9 – Deer fencing	The area of woodland protected by the fence
FG10 – Temporary deer fencing	The area of woodland protected by the fence
FG11 – Deer enclosure plot	The area of woodland around the enclosure(s) where deer impact is being assessed. You will need enough plots to allow the impacts of deer to be assessed across the woodland.
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

## h) Woodland Creation Maintenance (WD1)

Woodland Creation Maintenance (WD1) is a Countryside Stewardship Higher Tier option to support the maintenance of newly created woodland resulting from a Countryside Stewardship Woodland Creation Grant agreement. Read the guidance [WD1: Woodland creation - maintenance payments](#) on GOV.UK.

WD1 is a multi-year option that is for a period of 10 years. You submit an annual claim and will then receive an annual payment. If your application is successful, the agreement will start on 1 January 2020. It will end on 31 December of the tenth year.

The grant is only available if you are a Countryside Stewardship Woodland Creation Agreement Holder. If you are, when your capital grant agreement ends, we will send you a WD1 application pack. You can then apply for a WD1 agreement if you meet the following eligibility requirements:

- you met your Woodland Creation objectives and your final claim will be paid
- the land is not owned by a public authority - this includes land owned by the state, the Crown, county councils, district councils and local authorities. You can find more information about eligible land in Section 4 of the Countryside Stewardship [Woodland Creation Grant Manual](#) on GOV.UK.

The WD1 application is separate from the other Higher Tier applications so may have a different deadline for returning it to us. You will find the deadline date in the application pack sent to you.



## Agreement Management

Agreement Holders must comply with the mandatory elements set out in Section 6 of this manual. They must also be familiar with the Terms and Conditions in Annex 1 of this manual.

Work can start on or after the 1 January 2020 agreement start date, you can find more information on the required record keeping in the [WD1: Woodland creation - maintenance payments guidance](#) on GOV.UK.

## Claims process – multi-year agreements

Revenue Claims (for Woodland Creation Maintenance): must be received by midnight on 15 May of the relevant claim year (except where 15 May falls on a Bank Holiday, other public holiday or weekend. In such cases the deadline is the next working day).

Agreement Holders can make a late payment claim for annual maintenance payments after the deadline of 15 May each year, until midnight on 9 June (except where 9 June falls on a Bank Holiday, other public holiday or weekend. In such cases the deadline is the next working day) but they will incur a penalty.

For each working day the payment claim is late, the size of the penalty will be 1%. Agreement Holders cannot make payment claims after midnight on 9 June (apart from in cases of Force Majeure). For more information about the claims process, please refer to section 6.1 of this manual.

You must keep the evidence listed below to support your claim. We may ask to see this evidence:

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

## Payments for all agreements

RPA will make all payments directly into the Agreement Holder's nominated bank account.



# Annex 6: Common land and shared grazing additional requirements

## Countryside Stewardship

Protecting the natural environment for future generations



[www.gov.uk/rpa/cs](http://www.gov.uk/rpa/cs)

# Annex 6 Common land and shared grazing: additional requirements

## Introduction

This annex contains important additional requirements relevant to a Higher Tier Countryside Stewardship application on common land and shared grazing.

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

If you want to apply for Countryside Stewardship on common land or shared grazing you must read this annex along with the relevant sections of the Higher Tier Manual. Where the common land or shared grazing application process requires a different approach, you must follow the requirements set out in this annex.

## Definitions

In the context of this manual 'common land' means either:

- 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 taken 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.

## Main points

- Common land and shared grazing agreements are only available through Higher Tier Countryside Stewardship and for a term of 10 years.
- Agreements can only include land that is part of the common. Any non-common land parcels must be applied for as part of a separate Mid or Higher Tier application.
- Agreements may consist of one or more whole or part commons, provided they form a single grazing unit.
- An internal agreement must be set up, signed by all the parties to the Countryside Stewardship application, listing each person's responsibilities and the payments they may expect to receive (see below).
- The parties to the Countryside Stewardship application must appoint a representative to be the main business contact for the Countryside Stewardship application and subsequent Countryside Stewardship agreement. Throughout the remainder of this annex this person will be referred to as 'the applicant or you'. (see below)



- You must complete a [common land and shared grazing supplementary application form](#) on GOV.UK
- A Natural England adviser will work with you to build a suitable application.
- Organic maintenance and conversion options in Countryside Stewardship are not available for common land or shared grazing.

## Commons Association and/or Internal Agreement

Setting up an effective internal agreement between applicants is a requirement of a Countryside Stewardship agreement offer. You must have a signed copy of the agreement, including financial information, before the Countryside Stewardship agreement can begin. You must send a signed copy of the internal agreement to us before the Higher Tier agreement's start on 1 January 2020.

Natural England or RPA cannot be involved in drafting the document or in any dispute about its operation.

The internal agreement must be fit for purpose, fair and reflect the respective parties' contribution to the scheme. If it is not and parties cannot agree on amendments, then we may not offer a Countryside Stewardship agreement. During the agreement term, we may ask to see formal evidence that the internal agreement operates effectively, for example, minutes of recent meetings and distribution of funds.

In all cases where there are 5 or more parties benefiting from or contributing to the delivery of the Countryside Stewardship agreement, a more formal Commons Association must be set up with officers to manage the association. You must keep evidence that shows that this formal Commons Association has been set up. We may ask to see this evidence.

If there is already an association in place, it can continue as long as it meets 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 set up (under the umbrella of the association) to create an internal agreement for the common that is the subject of the Countryside Stewardship application.

## Requirements of an internal agreement or Commons 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, for example the owner of the shooting rights.

You must consult with them when preparing the Countryside Stewardship application. Some landowners may not wish to be involved, but prefer to be represented by their agents or their tenants who are permitted to graze or utilise rights. You should always consider the landowners' surplus in any negotiations.

The internal agreement must involve all the active rights holders but you must also consider inactive rights holders, especially those who can use their rights, as they may wish to do so during the period of the agreement. You must also consider that some rights holders may lease their rights. Rights of common attached to land cannot be leased for a term longer than 2 years



(although the lease can be renewed at the end of each term). An RPA inspector or other inspector or auditor may ask to see evidence of any lease.

You must also contact anyone who does not want to participate in the Countryside Stewardship agreement or anyone who has a grievance. You must consider their existing management practices and proposals for changes in case they put the objectives and requirements of the internal agreement and Countryside Stewardship application at risk. It may be possible to address their concerns and make them a party to the internal agreement and Countryside Stewardship application. Or, as they can legally exercise their rights on the common, it may be necessary to negotiate ways to fulfil their aims without risking the internal agreement and Countryside Stewardship application. You must keep a record of any decisions so you can deal with any disputes that occur at a later date.

To make sure all potential participants, landowner, sporting rights holders and graziers in the Countryside Stewardship agreement are consulted and briefed, you can consult the potential participants in the Countryside Stewardship agreement individually, 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. You can place notices in local newspapers and at access points to the common.

Where the group will have 5 or more members, you must appoint officers 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 range of beneficiaries in the agreement. The written constitution must authorise these officers and the applicant to carry out certain specified business on behalf of the association, for example to open and operate a bank account.

You must agree a formula to allocate payments to members of the association or group. This formula can make payments according to their contribution and levels of responsibility.

You must have a written constitution. Whilst any bodies or individuals providing assistance may be able to provide a draft or template constitution, you must make sure that the constitution meets the needs of the particular circumstances of the group. The constitution must:

- describe membership requirements and list the members
- list responsibilities and officers
- set out governance for decision making and meetings
- identify group commitments
- set out how the Countryside Stewardship agreement payments will be paid
- describe how the multi-annual options and requirements for capital items will be complied (met) with on the common or shared grazing
- describe a management mechanism for decision making and the resolution of disputes, and
- set out how changes in membership will be dealt with.

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

You must keep full records of all the meetings at which the decisions set out above were agreed.

Compliance with the Countryside Stewardship 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.

## No known landowner

Where there is no known landowner, and ownership is recorded as unknown on the commons register, you should contact us to discuss the circumstances. Where there is no known landowner, ownership will almost always be with the local authority.

In addition, responsibility for management of some commons is with 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 these cases, you will need agreement for your application from the local authority.

Where the landowner cannot be identified or contacted, you will need to give us a full explanation for the application to progress.

## Part-commons

Part-common agreements are only allowed under exceptional circumstances, on a case-by-case basis, as agreed with us.

Normally commons coincide with habitat and management boundaries, but exceptionally parts of 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 must satisfy all the requirements for commons agreements:

- they must cover a defined area of land with its own Rural Payments service parcel number(s)
- the 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 subject to a separate and binding association and group internal agreement.

In addition, part-commons agreements must also:

- be managed as a separate and single grazing unit, where land management practices on the remaining part of the common will not put delivery of the agreement at risk
- have an audit trail justifying splitting the common, and a clear explanation as to how the Countryside Stewardship agreement works that also covers any non-participation by any rights holders.

Areas of common cannot be left out of a Countryside Stewardship 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 Countryside Stewardship agreement whilst the rest of the common is compliant.

We keep a central register of all part-common agreements.



## Before making an application

In addition to the requirements outlined elsewhere in this manual, to make an application in respect of common land or shared grazing you must carry out each of the steps set out below.

### 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), rights-holders 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 you can make a Countryside Stewardship application. The extent of public engagement required will depend upon the level of management change which is being considered within the Countryside Stewardship agreement. You can find more guidance on this in Note A at the end of this annex.

### Step 2: select a representative or agreement signatory

Once potential applicants have read this guidance, and have decided to pursue a Countryside Stewardship application, they will need to agree on the person who will make the application on their behalf. We need a letter of authority signed by all potential participants in the Countryside Stewardship agreement: landowner, sporting rights holders and graziers. This person (who can be an agent) will be the main business contact for the Countryside Stewardship application and subsequent Countryside Stewardship agreement. This person will sign the Countryside Stewardship agreement on behalf of the group or association, act on behalf of the association and receive the payments.

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

Establish a Commons Association or internal agreement, in line with the requirements set out above. If there is already an association in place, you can continue with it, as long as it can fulfil the minimum requirements set out in this annex.

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. Associations may be able to apply for the [Administration of group managed agreements supplement](#) (SP10) on GOV.UK to cover some of these administrative costs in establishing and managing a Countryside Stewardship agreement where there are 2 or more parties involved.

### Step 4: open a bank account

Open a bank account on behalf of the association.

### Step 5: contact us and complete an application form

Either RPA and/or Natural England will contact you in good time to discuss your Countryside Stewardship application. If the common or shared grazing is in an existing agri-environment agreement, you will need to check this annex to make sure that you are able to meet the new agreement requirements.

If you are not an existing Higher Level Stewardship Agreement Holder, please contact us to discuss your proposed application. The application would then follow the same timetable as any other Higher Tier application.

Potential applicants should read the Higher Tier Countryside Stewardship Manual so that they can consider their options and begin discussions within their association at an early stage.



If you decide to proceed, you must submit an application form by 3 May 2019. If the application is successful and you subsequently accept an agreement offer your Countryside Stewardship agreement will start on 1 January 2020.

## Step 6: register a 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 us in the [Rural Payments service](#).

You should make the application to register the commoners' or graziers' association with us.

You will need to check that the common is registered correctly in the Rural Payments service, liaising with the other participants to agree how to enter the land into a Countryside Stewardship agreement. You will have to resolve any boundary issues with neighbouring commons and farms before you apply.

## Step 7: negotiate an application with Natural England and RPA

We will work with you and Natural England to develop the details of the proposed agreement. In doing so, we will need to see the details of the internal agreement, as this may affect the options for inclusion in the agreement.

You must fill in the [Common land and shared grazing supplementary application form](#) from GOV.UK and send it with your final application. On this form you must be able to declare on the supplementary form that:

- the landowner of the common or shared grazing consents to the Countryside Stewardship 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 Countryside Stewardship agreement.

You must send us this final application (and accompanying documentation) by 31 August. As with any successful Higher Tier application, we will issue an agreement offer, with a declaration for you to sign and return.

You must send a signed copy of the internal agreement to us before the Higher Tier agreement starts on 1 January 2020.

## Step 8: Site of Special Scientific Interest consent

Where the land includes an area of SSSI, the Countryside Stewardship agreement offer will be subject to a formal notice and consent process.

If new members wish to join the association during the Countryside Stewardship agreement period, to deliver management as part of the Countryside Stewardship 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.



## Note A: public engagement

The extent of public engagement required will depend upon the management change which is being considered within the Countryside Stewardship 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
- nature conservation

Guidance [Carrying out works on common land](#) is available on GOV.UK. This sets out the type of work that requires consent from the Planning Inspectorate, exemptions and how to apply.

Where work is proposed that needs consent from the Planning Inspectorate you must follow the principles set out in the guide called '[A common purpose: a guide to agreeing management on common land \(CP1\)](#)' on Historic Englands website.

Where management changes do not require consent from the Planning Inspectorate public consultation is still required. In these circumstances you do not need to follow the principles in 'A common purpose' but it may be helpful to do so, particularly where there is considerable public interest in your site, for example, if there are significant numbers of visitors.

You should identify relevant stakeholders, contact them, supply information about the proposed scheme, what the intended outcomes will be (for example for biodiversity), and give them the opportunity to give feedback, especially if the proposals would affect them. It may be helpful to prepare a summary of the scheme proposals, including maps and pictures that you can send to stakeholders, posted on relevant websites and handed out at public meetings.

You should consult:

- the owners of the land
- the commons council or association (if there is one)
- others with a legal interest, for example tenants, anyone who has 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](#)
- [Historic England](#)
- [National Park Authority](#) (if the area you want to work on is in a National Park)
- [Area of Outstanding Natural Beauty \(AONB\) Conservation Board Joint Advisory Committee](#) (if the area of land you want to work on is in an AONB)
- the [Open Spaces Society](#)
- the [Local Authority Historic Environment Record \(HER\)](#)



You may also need to talk to:

- [Wildlife Trusts](#)
- [Local Access Forums](#)
- [Campaign to Protect Rural England](#)
- [Ramblers' Association](#)
- local amenity societies if there are any in the area where the land is
- anyone living on the land or on neighbouring land who could be affected by your planned works.

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

You should keep a record of feedback and comments received about the proposals. You 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. You should be able to demonstrate how you 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 (for example 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
- agreement to tie back gates when these are not required to secure livestock.



# Annex 7: Options and capital items to address water quality issues

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# Annex 7 Options and capital items to address water quality issues

You can identify the types of options and capital items that you can use to deal with water quality priorities in your local area by using:

- the tables in this annex
- the [water quality sections of the Statements of Priorities](#) on GOV.UK.
- the [Countryside Stewardship grants](#) on GOV.UK

You can get water quality information for your land on [the MAGIC website](#) by following the steps below:

1. 'Countryside Stewardship Targeting & Scoring Layers', then
2. 'Water', then
3. 'Countryside Stewardship Water Quality Priority Areas' (you can make this layer transparent by using the slider under 'Countryside Stewardship Targeting & Scoring Layers')
4. navigate to your land
5. 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 Quality Water priority areas on the appropriate use of the options and items to address water pollution, based on local priorities and issues. For details visit [Catchment Sensitive Farming: reduce water and air pollution](#) on GOV.UK.

## Water quality 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	
Take field 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		



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	
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			
4-6m 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		
4-6m 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
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
Seasonal livestock removal on intensive grassland	SW9	x				x	x	x
Buffering in-field ponds and ditches in improved grassland	WT1				x	x	x	
Buffering in-field ponds and ditches in arable land	WT2				x	x	x	
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



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	
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			
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 8: Livestock record-keeping requirements on arable and grassland

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# Annex 8 Livestock record-keeping requirements on arable and grassland

You must read and meet the requirements detailed in this annex as these are mandatory for all Higher Tier agreement holders.

This annex provides the detail of the livestock record keeping requirements that apply to Countryside Stewardship agreement holders. This will help you show that you are managing the land in accordance with your agreement.

The requirements are in addition to those set out in Sections 5.2.4 and 5.5.1 of this manual.

If you have a Countryside Stewardship agreement that has options with prescriptions about grazing management (including prescriptions that say 'do not graze' or 'exclude livestock') the prescriptions for these options may require you to keep livestock records. The individual option requirements are in your Agreement Document, or can be found at [Countryside Stewardship grants](#) on GOV.UK.

## If you do not keep the required livestock records

It is a breach of the option management rules and we may apply reductions and penalties – read Section 6.3 of this manual.

## How to keep livestock records

### At parcel level

You must keep livestock records for each land parcel or grassland unit that includes at least one of the options in Tables 1A or 2A of Annex 8A and at least one of the options in Table 3A of Annex 8B (if you choose to graze livestock). You do not need to keep parcel specific records for parcels that do not contain these options.

If you manage several adjacent parcels as one grassland unit, in a block or on rotation, you may keep one record for that grassland unit as long as any stocking limits that apply (usually set out in a calendar) have been set for the unit or block as a whole. Where there's a minimum stocking level, it is acceptable for there to be no grazing animals in an individual parcel at a given time, as long as the minimum level is met when averaged across the block as a whole. Where there's a minimum stocking level, it is acceptable for there to be no grazing animals in an individual parcel at a given time, as long as the minimum level is met when averaged across the block as a whole. You should also keep farm level livestock records unless that grassland unit represents your whole farm (see definition of farm below).

### At farm level

If your agreement contains at least one of the options in Tables 1B or 2B of Annex 8A or Table 3B of Annex 8B, you must make sure there is no over or undergrazing, or intensification of grazing, due to carrying out the option management requirements. Read Section 5.2.4 for more information.

You must keep livestock records as evidence that you have kept to the maximum stocking density required on your farm. The maximum stocking density is:



**Mid Tier:** do not stock more than:

- 2.5 livestock units (LU) per hectare on non-Severely Disadvantaged Area (SDA) land and
- 2.0 LU per hectare on SDA land

on average over the year across all agricultural land on the farm or production unit where the agreement is located.

**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.

## Recording and retention of livestock records

You can keep livestock records either electronically or on paper. However, your records must include all the required information (see below) as you may be asked to produce these when inspected.

Use the livestock tables and spreadsheets published at [Livestock record-keeping](#). When you have filled these in, they will give you information to help you explain how you have met your agreement requirements at both the parcel level and farm level.

It is important to keep your records up-to-date, so that you can produce them if requested.

You must keep these records for the period of your agreement and for at least 7 years after it ends. If a problem occurs you can use your records as evidence of when the problem started, and its extent. This may limit any penalties.

## Information you must record

Your records must include:

- the agreement reference number, agreement holder's name and the calendar year (so the data can be linked to a particular agreement and the correct year)
- the name of the person who entered the record (to make it easier to check if there is a difference)
- the date of the record (to show the data has been recorded in a timely way).
- Your **parcel level** records must clearly show:
- the parcel number(s) so that the data is linked to the relevant parcel (or parcels - when adjacent parcels are managed as one unit)
- the option code that applies to the parcel(s) so that the data is compared with the relevant requirement
- the area of the relevant option within that parcel(s) so that livestock density calculations are carried out correctly
- the dates when grazing takes place and (where appropriate) the livestock present on the option parcel to show that grazing has taken place within the prescribed periods and (where appropriate) that the livestock density has been calculated correctly.

You may need to record the following information:

- the species, age bracket and number of livestock on each option parcel - if your agreement includes a minimum or maximum livestock density or a livestock calendar
- the breed - if you have the native breeds supplement (SP8).



You only need to keep records for the livestock types set out in Annex 8C. You will need to consider the age of the livestock so that you can convert livestock numbers into Livestock Units. You can assess the age of the animals visually or use any other records available.

Your **farm level** records must include:

- livestock present on farm on the 15th of each month - to show that livestock density calculations are carried out correctly. You will need to record the species, age bracket and number of all the livestock on your farm. Making a record each month will mean you can calculate an annual stocking density. You only need to keep records for the livestock types set out in Annex C. You will need to consider the age of the livestock so that you can convert livestock numbers into Livestock Units. You can assess the age of the animals visually or use any other records available
- area of farm - to make sure that livestock density calculations are carried out correctly, the area of your 'farm' is the agricultural area (the area of arable land, permanent grassland and permanent pasture, or permanent crops) of all agricultural land on the farm or production unit where the agreement is located (temporary grazing/summer grass keep does not count towards the 'area of the farm').

If you take on more agricultural land you must email or write to us within 90 calendar days of taking over the land. We will then check that the change has not affected the stocking density requirement. (You should also make sure that the land has been registered with us.)

## Options with restrictions

You only need to keep parcel level livestock records for the period when the restrictions on grazing apply. You will find these periods in your option management prescriptions.

## How often you should update your records

### Options listed in Table 1A of Annex 8A

Each time you move animals on or off a land parcel or grassland unit covered by an option listed in Annex 8A Table 1A, you should update your records to show the new total number, species and age bracket of the animals present.

### Options listed in Table 2A of Annex 8A

You should update your records to show when grazing periods start and stop. This will provide evidence that you are meeting the required numbers in the option prescription.

### Options listed in Annex 8B (options that require exclusion of livestock)

You will make an annual declaration on your Countryside Stewardship claim form that you have met the requirements of your agreement, which will be evidence that the exclusion has taken place. If your agreement allows you to graze, and you choose to graze, at some point in the year then you need to follow the guidance for options listed in Table 2A.

## Agreements on common land

If you are the agreement holder on a common (the signatory to the Countryside Stewardship agreement), you will need to make sure that livestock records are kept for the whole common. It is up to you how you get the necessary information from individual graziers on the common. In most cases there will already be a requirement on graziers to keep their own records. The number of animals on the common, at different times of the year, will be set out in the individual agreement.



Records on commons should treat the common as a single grazing unit and records do not need to be broken down to the level of the individual land parcel or grassland unit.

If your Countryside Stewardship agreement requires a minimum stocking level on the common, and stock are moved off the common, you will need to make sure that there is no breach of the required minimum stocking density.



# Annex 8A - Countryside Stewardship livestock record keeping requirements

## Table 1 – Countryside Stewardship options with a livestock calendar; and/or a livestock density requirement

(Use the [Parcel level record-keeping template](#) on GOV.UK).

<b>Table 1A – Parcel level records</b>
<p>A limited number of Countryside Stewardship options may require you to keep a stocking record to show how you have complied with the stocking rate requirements of an option (for example, minimum and maximum stocking rates by grazing animal type by month). For those options that include this requirement you will need to keep records that are detailed enough to identify the stocking density on the relevant parcels during these periods. If your option prescriptions do not include this requirement then your records should follow the conditions set out in tables 2 or 3 (whichever applies).</p>
<p><b>GS9, GS11, SP5, SP6, SP7, SP8, UP2, UP3, UP6</b></p>
<p>Your records must include the agreement reference number, Agreement Start Date, Agreement Holder’s name, the calendar year and the date of each record.</p>
<p>For each parcel, your records must link together the parcel number with the Countryside Stewardship option code, the area of the Countryside Stewardship option within the parcel, the number, species and age bracket of livestock present, and the dates when they are present. This data will allow you to calculate the livestock density on each parcel and thereby determine how you have met your stocking requirements. For SP6, SP7 and SP8 this data will allow you to determine the ratio of cattle to sheep.</p>
<p>Your records will need to take into consideration the age of the livestock to allow livestock numbers to be converted into Livestock Units. For this purpose you can make a visual assessment of the age of the animals concerned or use any other records available.</p>
<p>Parcel level livestock records only need to be kept for the period when the restrictions on grazing, within the option, apply. You will find these periods in your option management prescriptions.</p>
<p>If you are managing parts of a parcel differently – for example by using temporary fencing to exclude grazing from a buffer strip - your records need to reflect the relevant requirements for each part parcel.</p>
<p>If you run several adjacent parcels together as one grassland unit, in a block or on rotation, you may keep one record for that grassland unit provided that any associated stocking limits, (usually set out in a calendar), have been set for the unit or block as a whole.</p>
<p>If an option also has a stock exclusion period then your annual declaration on your Countryside Stewardship claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place (see Table 3A).</p>
<p>If you have an option and a supplement(s) such as SP6 (cattle grazing supplement) on an area of GS10 (Management of wet grassland for wintering waders and wildfowl) you will need to keep records that are relevant to both the underpinning option and the supplement on each parcel (or parcels if managed as a single unit).</p>



### Table 1B - Farm level records (use the [Farm level record-keeping template on GOV.UK](#))

#### GS9, GS11, SP7, SP8, UP2, UP3, UP6

Section 5.2.4 of the Countryside Stewardship manual explains the maximum stocking density requirement for your farm. The maximum livestock density for your farm will be included in your Agreement Document.

Your records must demonstrate that you have kept within that limit. The methodology for calculating a farm livestock density is:

The maximum livestock density is an annual average figure and should be calculated by adding together the density for each month of the calendar year and dividing by 12.

This means that you could exceed the maximum at times during the calendar year as long as there are other times when you are sufficiently below the maximum.

Your records will need to include the age of the livestock on the farm or production unit where the agreement is located. You can then convert these livestock numbers into Livestock Units to calculate the livestock density. For this purpose you should make a visual assessment of the age of the animals concerned but you might find it easier to use other records that are available.

For calculating the livestock density on your farm the area of your farm is the agricultural area (the area of arable land, permanent grassland and permanent pasture, or permanent crops) of all agricultural land on the farm or production unit where the agreement is located.

## Table 2 – Countryside Stewardship options with simple grazing requirements

### Table 2A – Parcel level records

Some Countryside Stewardship options have simple grazing requirements that are not density specific. For example AB8 includes: “cut (and remove if dense) or graze, 90% of the area between 15 August and 31 October” or GS6 which includes: “manage the grassland by grazing, hay cutting, or a mixture of both” – if you choose to graze then your records need to show evidence of when this took place. If you choose to manage the land without grazing then there is no need to keep a grazing record for the parcel (but you will need to meet the relevant control requirements which might apply).

#### AB8, BE4, BE5, CT1, CT2, CT6, GS1, GS4, GS6, GS16, GS17, HS7, LH1, LH2, OP4, SP1, SP3, SW13, UP1, WD7, WD8, WT12

If you have managed the option land by grazing then you need to keep parcel level livestock records. These must include the agreement reference number, Agreement Start Date, Agreement Holder’s name, the calendar year and the date of each record. For each parcel, or grassland unit, the dates, between which, grazing took place should be recorded. If the option includes prescription P706 - ‘keep a monthly record of stock numbers grazing on parcels in this option’, you must also record livestock numbers present on the parcel or grassland unit.

If an option has a stock exclusion period then your annual declaration on your Countryside Stewardship claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place (see Table 3).

Parcel level Livestock Records only need to be kept for the period when the restrictions on grazing, within the option, apply. You will find these periods in your option management prescriptions.



### Table 2B – Farm level records

If your agreement allows you to graze at some point in the year and you choose to graze you will need to keep a livestock record for your farm, as set out in Table 1B. This will show that you have complied with the maximum stocking density for your farm and that you therefore have not intensified livestock production.

If you don't graze this land at all during the calendar year you don't need to keep farm level records unless another option in your agreement requires that these records should be kept.

If you use grazing in some years to manage your options, but not in others, your requirement to keep farm level records might change from year to year.

**BE4, BE5, CT1, CT2, CT6, GS1, GS4, GS6, GS17, HS7, LH1, LH2, SP1, SW13, UP1, WD7, WD8, WT12**

## Annex 8B

### Table 3 – Countryside Stewardship Livestock exclusion options

#### Table 3A – Parcel level records

There is a group of options which require the exclusion of livestock for a part or the whole of the year.

**AB1, AB6, AB7, AB13, CT3, CT4, CT5, CT7, GS3, GS7, GS8, GS10, GS12, GS13, GS14, GS15, LH3, OP1, SW3, SW4, SW7, SW8, SW9, SW10, SW11, SW12, WD4, WD5, WD6, WD9, WT7, WT9**

If you have complied with the exclusion requirements then you do not have to keep parcel level livestock records. Instead, the annual declaration on your Countryside Stewardship claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place. If your agreement allows you to graze at some point in the year and you choose to graze, then you need to keep parcel level livestock records as set out in Table 2A.

#### Table 3B – Farm level records

If your agreement allows you to graze at some point in the year and you choose to graze you will need to keep a livestock record for your farm, as set out in Table 1B. This will show that you have complied with the maximum stocking density for your farm and that you therefore have not intensified livestock production.

If you don't graze this land at all during the calendar year you don't need to keep farm level records unless another option in your agreement requires that these records should be kept.

If you use grazing in some years to manage your options, but not in others, your requirement to keep farm level records might change from year to year.

**AB1, AB6, AB7, AB13, CT3, CT4, CT5, CT7, GS3, GS7, GS8, GS10, GS12, GS13, GS14, GS15, LH3, OP1, SW3, SW4, SW7, SW8, SW9, SW10, SW12, WD4, WD5, WD6, WD9, WT7, WT9**



## Annex 8C

<b>Animal numbers are converted into livestock units as follows:</b>	<b>LUs</b>
Cattle over 2 years	1.0
Cattle over 6 months to 2 years	0.6
Lowland ewe and lamb / Ram	0.12
Store lamb, hill ewe and lamb / Hogg / Teg	0.08
Horse	1.0
Pony / Donkey	0.8
Goat	0.12



# Annex 9: 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

To request a Higher Tier application form please contact us using our details below:

email: [ruralpayments@defra.gov.uk](mailto:ruralpayments@defra.gov.uk)

telephone: 03000 200 301

## Completed Countryside Stewardship application forms

Please send your completed Countryside Stewardship application forms for Higher Tier to:

email: [ruralpayments@defra.gov.uk](mailto:ruralpayments@defra.gov.uk)

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

## To contact Natural England, please use the following contact details:

Natural England  
County Hall,  
Spetchley Road  
Worcester  
WR5 2NP

email: [enquiries@naturalengland.org.uk](mailto:enquiries@naturalengland.org.uk)

telephone: 0300 060 3900

## Catchment Sensitive Farming Officer

[Catchment Sensitive Farming contact details](#)



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