



Rural Payments
Agency

Woodland Tree Health grant manual: Countryside Stewardship (From 15 July 2020)

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1 Introduction

The Woodland Tree Health grant is part of Countryside Stewardship. It's a capital grant under which you can apply for support for Woodland Tree Health Restoration and/or Woodland Tree Health Improvement.

This manual applies to Woodland Tree Health agreements starting from 15 July 2020. It explains what you need to do to apply for a Woodland Tree Health grant and any additional requirements and processes which you must follow.

We will continue to offer Countryside Stewardship agreements in 2021, 2022 and 2023.

Countryside Stewardship will eventually be replaced with the new Environmental Land Management (ELM) scheme. This will follow trialling and testing and a national pilot involving farmers and land managers. The full ELM scheme will be in place from 2024.

Signing up to a Countryside Stewardship agreement now will put you in the best possible position to join ELM. What's more it will give you a viable, long-term source of income for providing environmental benefits as BPS payments start to reduce. If you are successful in securing a place in ELM, then you can terminate your Countryside Stewardship agreement early, without penalty, at the end of an agreement year so you can join the ELM scheme.

Changes for Countryside Stewardship agreements that commence on 1 January 2021

Countryside Stewardship agreements starting on 1 January 2021 will be made under domestic legislation. We are able to introduce a number of changes to improve on the current scheme operated under EU regulations. These changes will only apply to new agreements starting on 1 January 2021. Agreements that start before this date will continue to operate under the EU regulations. Our approach to checking delivery of options is changing and we will be testing this out over the course of 2020 to make sure we get it right. We have agreed the principles of our approach but will work this out in more detail as we test them. We will keep you aware of the

changes as we develop them and confirm what this will mean for individual options over the course of the year.

Recoveries

If you do not fulfil your obligations under the agreement we will reduce or withhold your payment or seek recovery. In some cases, we may terminate your agreement, for example, if we find intentional non-compliance or fraud.

The Countryside Stewardship scheme

Countryside Stewardship is administered by the Rural Payments Agency (RPA) on behalf of the Department for Environment, Food and Rural Affairs (Defra), with technical advice and support from Natural England (NE) and the Forestry Commission (FC).

Countryside Stewardship (CS) 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
- Capital only grants for woodlands, hedgerows and boundaries and management plans
- Facilitation Fund supports individuals and organisations working with local groups of farmers and land managers, to co-ordinate their environmental land management.

Countryside Stewardship supports Defra's Strategic Objective of "a cleaner, healthier environment, benefitting 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".

The main priorities of Countryside Stewardship are:

- increased biodiversity, improved habitat and expanded woodland areas
- cleaner water and sustainable usage
- productive land and soils

- UK better protected against flooding and coastal erosion.

The Woodland Tree Health grant is part of Countryside Stewardship. If you are a land manager, you can apply for a Woodland Tree Health grant to support one or both of the following:

- the restocking of trees after tree felling to manage infection of certain tree diseases or pests
- the removal of diseased trees and infected rhododendron.

1.1 Woodland Tree Health grant manual

This manual explains what you need to do to apply for the Woodland Tree Health grant element of Countryside Stewardship ('the Scheme'). It also explains the additional requirements and processes that you must follow if your application is successful.

For information about the other elements of [Countryside Stewardship](#) on GOV.UK. Search for 'Countryside Stewardship: How to apply'

1.1.1 Countryside Stewardship Woodland Tree Health grant Agreement

A Woodland Tree Health grant agreement comprises of:

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

1.1.2 Mandatory parts of the Woodland Tree Health Grant manual

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

The mandatory sections of this manual are:

- Section 2: [Scheme overview](#)
- Section 3: [Who can apply](#)
- Section 6: [Scheme requirements and procedures](#)
- Section 7: [Agreement Management](#)

1.2 More information

You can find more information about [Countryside Stewardship](#) along with [Countryside Stewardship forms](#) on GOV.UK.

Our new approach to tree health and biosecurity is set out in the [Tree Health Resilience Strategy](#). You can find more information about [tree pests and diseases](#) on GOV.UK.

2 Scheme overview

You must read and meet the requirements detailed in this section as these are mandatory for all Woodland Tree Health grant agreement holders.

Woodland Tree Health grants are available under Countryside Stewardship. For guidance and information on other woodland capital grants available as part of Countryside Stewardship (Woodland Management Plans and Woodland Creation), read the [separate guidance](#).

You can submit an application for a Woodland Tree Health grant at any time of the year. If you accept an offer for a grant, you will enter into an agreement with the Rural Payments Agency (RPA).

2.1 Capital items available

Ten capital items are available through the Woodland Tree Health grant. The Countryside Stewardship [online grants finder tool](#) gives a description and essential requirements for each capital item. This includes eligibility and evidence requirements.

You can find the payment rates and details about using supplements in [Section 5 How it works](#)

2.2 Agreement period

Agreements are for a maximum of 2 years. During this period, you must complete all capital works. You then have a further 3 months from the end of the agreement to submit your payment claim. You must maintain any capital items funded through the scheme in the same condition and specification set out in your Woodland Tree Health grant agreement, for 5 years from the date of final payment (durability period).

2.3 How applications are selected

Woodland Tree Health grants are not competitive.

If you are eligible for the grant and there is sufficient budget, RPA (supported by a Forestry Commission Woodland Officer) will approve your application.

2.4 What the grant cannot pay for

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

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

3 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 Woodland Tree Health grant agreement holders.

The Woodland Tree Health Grant is open to land managers who are either:

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

3.1 Eligible Land

3.1.1 What land can be entered into the scheme

Land must meet the definition of woodland. Woodland is 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.

There is no area threshold for the woodland tree health improvement part of this grant – although the works under the agreement must be worth at least £500.

There is a minimum agreement size of 0.25 hectares and a minimum woodland block size of 0.1 hectares for applications for the woodland tree health restoration grant.

3.1.2 Ineligible land

The following land is not eligible for the scheme:

- land subject to some Rural Development schemes
- land subject to another obligation that is not compatible with Countryside Stewardship
- land not entirely within England.

3.2 Management Control

You must have control of the land and all activities needed to meet the requirements of the capital items selected for the full period of the agreement (2 years) and for the subsequent 5 years from the date of final payment (see [section 2.2 Agreement period](#) for the obligation to maintain capital items).

If you do not, you must get the written consent of all other parties who have management control of the land and activities for the full agreement and durability periods.

3.2.1 Tenants

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

- control of all required activities needed to meet the scheme requirements for the chosen Countryside Stewardship capital items
- management control of all the agreement land for the duration of any commitments (which may extend beyond the agreement period)
- security of tenure for the full period of the agreement.

If this is not possible, you must get your landlord to countersign your application. If you are not able to do this, you cannot include that particular area of land in your application. If you are a tenant, including under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 (a Farm Business Tenancy) or equivalent, it is your responsibility to check that you do not breach the terms of your tenancy by joining Countryside Stewardship.

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

3.2.2 Landlords

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

Dual use is where the applicant for this grant is different to the applicant for the Basic Payment Scheme (BPS). Dual use for this grant is possible in

limited circumstances, for example when you are replacing young trees on land under a woodland maintenance or farm woodland agreement and which is also eligible for BPS.

For more information see [Operations Note 42](#).

As the agreement holder, you must give your tenant a copy of the Countryside Stewardship agreement. We may ask you to provide evidence to show that you have done this. 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](#) (see [section 4.3 Register with the Rural Payments service](#) for more information).

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

If you are a licensee, you may be eligible in certain circumstances if you can demonstrate full management control of the land for the period of the agreement.

3.2.6 Land owned by public bodies

Land owned or run by a public body is in general not 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 EU and 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 do not receive funding direct from the Exchequer. Crown bodies include all government departments and their executive agencies. These include, for example:

- Ministry of Defence
- Forestry Commission.

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

- Environment Agency
- Natural England
- Historic England
- National Forest Company.

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

The following table provides more detailed eligibility requirements for public bodies.

Body/Organisation	Eligibility Comments
Government departments, executive agencies and NDPBs (for example, Ministry of Defence, Forestry Commission)	Ineligible

Body/Organisation	Eligibility	Comments
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 for the full terms of the agreement.
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.

3.3 Land receiving other funding or other agreements

You cannot use this grant to carry out capital works which are required under other agreements, for example, work might be required as part of a tenancy agreement or grant schemes such as:

- Environmental Stewardship
- other grants within Countryside Stewardship
- Farming and Forestry Improvement Scheme
- English Woodland Grant schemes
- Farming Recovery Fund

- Heritage Lottery Fund
- Inheritance Tax Exemption.

You must make sure that any work proposed as part of this grant does not breach the conditions of any other agreement. We will carry out checks to make sure that capital works are not funded twice from public money.

If your application is on land which is already in an Environmental Stewardship (ES) and/or English Woodland Grant Scheme (EWGS), Farm Woodland or Farm Woodland Premium Scheme agreement Natural England, the Forestry Commission and RPA will check it to make sure the work is compatible. However it is your responsibility to make sure that you and the land are eligible.

3.3.1 Compatibility with Countryside Stewardship

You can apply for a Woodland Tree Health grant on land parcels which already have a Countryside Stewardship agreement. However, the grant application cannot include any work which is already required by the existing scheme or is a breach of the conditions of the existing agreement.

3.4 Business Viability Test

We will check all applications 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 4.8.1 Business viability test](#) for more information.

4 How to apply

Find out how to apply and the evidence and consents you'll need.

4.1 Application route: step by step guide

Step 1 – Before you apply

- Make sure that you and the land you wish to enter into the grant are eligible - read [section 3 Who can apply and what land is eligible](#)
- Register on the Rural Payments service, if you have not already done so - read [section 4.3 Register with the Rural Payments service](#)
- If you prefer to use an agent, you will need to authorise them to act for you - read [section 4.3 Register with the Rural Payments service](#)

Step 2 – Start to fill in your application form

- Start your application – read [section 4.4 Application methods](#)
- Choose which capital items to apply for – read [section 5.3.4 Capital items](#)
- Request approval, consents and permissions (if applicable) – read [section 4.6 Other considerations](#)

Step 3 – Gather your evidence and supporting documents

- Prepare a map to send with your application – read [section 4.5 Prepare a map to accompany your application](#)
- Get any documents you need to support your application – read [sections 4.5 Prepare a map to accompany your application](#) and [6.3 Evidence: Record keeping and inspection requirements](#)
- Keep photographic evidence to support your application as we may ask to see it – read [sections 6.3 Evidence: Record keeping and inspection requirements](#), [6.4 Photographic evidence](#) and [6.5 Publicity: requirements](#)
- Make sure you clearly label all photographic evidence – read [section 6.4.3 Clearly labelled photographs](#)

Step 4 – Fill in and submit the application

- Fill in the remaining sections of your application form using the [guidance available](#)

- Check your application is complete before you submit – read [section 4.8 Before you submit your application](#)
- Submit your application by email or post – read [section 4.9 Submitting your application](#)

4.2 Application deadline

You can apply for a Woodland Tree Health grant at any time. The grant is open throughout the year.

4.3 Register with the Rural Payments service

You must be registered on [the Rural Payments service](#) before you can apply for this grant. Once you're registered, you will receive a Customer Registration Number (CRN) and a Single Business Identifier (SBI). If you use an agent to apply for you, they must also be registered on the Rural Payments service and you must give them the appropriate permissions in the [Rural Payments Service](#).

All land parcels listed on your application must be registered on the Rural Payments service, and have a parcel reference number (in the format AA12345678). You will be asked to provide your parcel reference numbers when you apply. To register land, you must complete a [Rural Land and Entitlements \(RLE1\) form](#) and provide annotated maps to clearly show where the land parcels are on your holding and send this to RPA. You can read more information about [registering and updating your details in the Rural Payments service](#) on GOV.UK.

4.4 Application methods

You can submit your application by email or post.

The Countryside Stewardship Capital Grants application form and Annex 1 of the application form are available [online](#). If you cannot download the application form, please contact us.

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

If you submit by email, as long as the application form is sent by someone with the correct permissions (and an email address that is registered on Rural Payments for that person) you do not need to print the relevant section(s) and form(s), sign and scan the documents back into your computer.

4.5 Prepare a map for your application

You need to provide a map which shows all areas of proposed capital items with your application. If your application is successful and we offer you an agreement, the map you sent with the application will become the 'Agreement Map' so it needs to be clear, legible and meet the standards set out below in [section 4.5.1 Minimum mapping standards](#).

How to create a map

You can create the application map yourself (as long as it meets the standards in section 4.5.1), request a map using the [Forestry Commission map request service](#) or you can contact us and ask us to send you one.

The agreement map needs to reflect the details recorded in the Woodland Tree Health annex, showing:

- all land parcels
- the location of capital items applied for
- other relevant information outlined in section 4.5.1.

If you send a map that does not meet these requirements or the minimum standards outlined in section 4.5.1, we'll return it to you and ask you to send us a new one. Depending on why your map did not meet the minimum standards, it may be possible for you to amend it to meet them and then send it back to us. If you cannot amend your map to meet the minimum standards, you'll need to create a new map that does and then send it to us.

You are responsible for providing updated maps if there are any changes agreed to your application.

4.5.1 Minimum mapping standards

When creating your application map (or marking capital items on the map we have provided) you must comply with the following rules:

- The map (or maps) must be based on a scale of 1:2500 or 1:5000 or for large schemes 1:10000
- The map (or maps) must show the whole land parcel on which the capital items to be included are located

- The map (or maps) must show the location of the proposed capital works (mark the capital items with a coloured pen and list the capital item code(s) next to them). This includes proposed planting areas
- The map (or maps) must show any proposed areas of open space within the proposed planting areas
- The map (or maps) must show fence lines – stating which type of fence (code) you are applying for
- The map (or maps) should have a number (1, 2, 3, and so on). Include this map number and also the total number of maps, for example 1 of 3

You must also:

- Write your Single Business Identifier (SBI) – consisting of 9 digits, the application year and agreement title (as detailed on the application form) on the top right of the map
- Write the name of business or applicant – this should be the name (beneficiary) that is registered with us for the SBI, on the right hand side of the map
- Write a 6 figure Ordnance Survey (OS) grid reference for the centre of the map on the bottom left of the map, if there are no numbered OS grid lines
- If you make a mistake, strike through it. Do not use correction fluid on your map.

If you send a map that does not meet these standards we'll return it to you to amend or ask you to send us a new one.

4.6 Getting consent

You must check each capital item you are applying for to see if any consents are needed. You are responsible for arranging all relevant consents, permissions, exemptions and any written advice needed for your application as set out in [section 4.6.1 Consents](#). We may ask to see this evidence.

4.6.1 Consents

Planning consents

Your local planning authority can give you informal advice on whether a proposal needs planning consent. We will not pay you for any work you

carry out unless you have all the necessary consents and permissions in place before you begin the work. There is also [general guidance on planning](#) available. In some cases, you will not be offered an agreement if these are not in place.

Felling licences

You may need permission from the Forestry Commission to fell growing trees (unless an exemption applies). Permission is given with a felling licence or with approval under a Dedication Scheme. In certain circumstances you may also need special permission from another organisation for any proposed felling. [More information is available](#).

If you're not sure if you need a licence for your Tree Health application you can speak to your Forestry Commission Woodland Officer or the nearest Forestry Commission office for guidance. You can find details about offices and opening hours [online](#).

Site of Special Scientific Interest (including National Nature Reserves)

One-to-one technical advice for Tree Health Grants is not available from Natural England, except in relation to any land in a Site of Special Scientific Interest (SSSI) which is contained in the application. Work on land in a SSSI will need consent and you should contact Natural England as early as possible when you are getting your application ready.

Scheduled monuments

Your local Historic England officer can provide advice on any management or changes needed to maintain or bring the monument into favourable condition. You may also need Scheduled Monument Consent from the Government (advised by Historic England) for some of the chosen work (such as fencing and gateways). In these situations you must speak to Historic England to see whether consent is needed, or how to go about works to avoid or reduce negative impacts on the Scheduled Monument.

If your proposals relate to any of the following, Historic England can advise whether they are likely to be acceptable:

- registered parks and gardens
- registered battlefields.

4.6.2 Other consents

You may need to apply for other consents even if you do not need planning consent. If you do, you must keep this evidence as we may ask to see it. Examples of areas where consent is likely to be needed includes where the work affects:

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

4.6.3 Other considerations

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

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

4.7 Complete and submit your application

A complete application is made up of the following which you need to submit to us:

- an application form
- an application annex
- the application map as at [section 4.5 Prepare a map to accompany your application](#)
- a Countryside Stewardship: land ownership and control form, if applicable
- any other supporting documents we ask for.

The forms are available on [GOV.UK](#).

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.

You must retain any other evidence (such as photographs) set out under the management options and capital items. (Read more information at: [Countryside Stewardship grants](#) (known as the grant finder) 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 capital item (see [sections 6.3 Evidence: Record keeping and inspection requirements to 6.5 Publicity: requirements](#)). Your application form and the guidance received with it should also help you to identify any supporting information you need to submit.

4.8 Before you submit your application

Read this Countryside Stewardship Manual and the [Terms and Conditions at Annex 1](#) and

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

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

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

4.8.1 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 the 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 and so on)
- 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.

4.9 Submitting your application

You can email your application and supporting information to: ruralpayments@defra.gov.uk or post it to:

Rural Payments Agency (CS),
PO Box 324,
Worksop,
S95 1DF.

Title your email 'Countryside Stewardship, document type, year, SBI number', for example Countryside Stewardship, Woodland Tree Health grant application, 2020, [SBI].

We also recommend that you:

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

4.10 After applying

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

- it meets the eligibility requirements in [section 3 Who can apply and what land is eligible](#)
- you have filled in all the necessary details on the application form
- you have completed the map.

You can find more information about [entering into an agreement at section 6.1](#).

5 How it works

The grant has two parts, Woodland Tree Health Restoration and Woodland Tree Health Improvement. Find out about what's available under each part of the grant.

5.1 Elements of the scheme

The Woodland Tree Health grant has 2 parts:

- Woodland Tree Health Restoration which provides support for restocking woodland after felling due to a tree health issue ([5.3 Woodland Tree Health Restoration](#)).
- Woodland Tree Health Improvement which provides support for the removal of diseased trees and infected rhododendron ([5.4 Woodland Tree Health Improvement](#)).

You can apply for these grants individually or together. You will have 2 years to finish the work that is needed. We cannot pay you for any work that takes place after the 2 year period.

5.2 Assessment

A Woodland Officer will assess your site to make sure that the grant is appropriate.

We strongly recommend that you have a woodland management plan for the affected woodland.

Support to help you create a woodland management plan is available through the Countryside Stewardship Scheme. Please visit the [woodland support page](#) for more information.

5.3 Woodland Tree Health Restoration

5.3.1 Summary

If you have to fell trees because of a confirmed tree health issue, this element of the grant will pay for restocking the land with trees.

Support is available if the trees to be felled have been infected with a disease or pest listed in the table below.

Tree health disease or pest	Eligibility requirements	Where to find more information
Phytophthora ramorum on either larch or sweet chestnut.	Infection must be confirmed by statutory plant health notice (SPHN)	Ramorum disease (Phytophthora ramorum) - Forest Research
Chalara (Hymenoscyphus fraxineus) dieback of ash	The Forestry Commission or the Animal and Plant Health Agency (APHA) must confirm infection	Chalara (Hymenoscyphus fraxineus) - Forest Research
Sweet chestnut blight (Cryphonectria parasitica)	Infection must be confirmed by statutory plant health notice (SPHN)	Sweet chestnut blight (Cryphonectria parasitica) - Forest Research

More information about the above pests and diseases and biosecurity is available on [GOV.UK](#). For information about how to confirm a suspected infection please contact your Woodland Officer using the [contact details](#).

5.3.2 Seasonal applications

If you submit your application in autumn or winter, we may need to wait until spring to process it so that the infection can be confirmed. We may ask you to submit photographs showing signs of the infection following budbreak to support this.

5.3.3 UKFS compliance

You must make sure any proposed restocking under Countryside Stewardship Woodland Tree Health grant meets with the [UK Forestry Standard \(UKFS\)](#).

5.3.4 Capital items

Capital items are available to support the restoration of woodland. The primary item is tree planting (TE4), which is supported by a range of secondary items as detailed below.

Code	Capital items for use in Woodland Tree Health Restoration	Payment Rate	Aim	Additional notes	Mandatory or Optional
TE4	Tree planting	£1.28/tree	To supply, plant and weed young trees and protect with a 0.6m spiral guard	Spiral not needed in some circumstances – this needs to be agreed with your Forestry Commission Woodland Officer	Mandatory in order to apply for Woodland Tree Health Restoration Grant
TE5	Individual tree shelter	£1.60/unit	To protect young trees with a tree shelter	This supplement can only be used with TE4. Shelter height to be agreed with your Forestry Commission Woodland Officer	Optional

Code	Capital items for use in Woodland Tree Health Restoration	Payment Rate	Aim	Additional notes	Mandatory or Optional
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FG1	Fencing	£4/m	Method of stock control, to help habitat management or protect environmental features	This item can be used with the item TE5 where appropriate and agreed with your Forestry Commission Woodland Officer.	Optional
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FG2	Sheep netting	£4.90/m	Exclude sheep to protect environmental features	This item can be used with the item TE5 where appropriate and agreed with your Forestry Commission Woodland Officer.	Optional
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Code	Capital items for use in Woodland Tree Health Restoration	Payment Rate	Aim	Additional notes	Mandatory or Optional
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FG4	Rabbit fencing supplement	£2.50/m	Supplement to fencing (FG1) or sheep netting (FG2), or deer fence (FG9) to exclude rabbits to help protect environmental features	This supplement can only be used alongside one of the following capital items; FG1 (Fencing), FG2 (Sheep netting), FG9 (Deer fencing). This item can be used with the item TE5 where appropriate and agreed with your Forestry Commission Woodland Officer.	Optional
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Code	Capital items for use in Woodland Tree Health Restoration	Payment Rate	Aim	Additional notes	Mandatory or Optional
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FG5	Fencing supplement – difficult site	£1.24/m	Supplement to fencing (FG1) to cover the extra costs of fencing on a difficult site	This supplement can only be used alongside one of the following capital items; FG1 (Fencing), FG2 (Sheep netting), FG9 (Deer fencing). This item can be used with the item TE5 where appropriate and agreed with your Forestry Commission Woodland Officer.	Optional
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FG9	Deer fencing	£7.20/m	To protect newly created woodland from deer browsing	This item can be used with the item TE5 where appropriate and agreed with your Forestry Commission Woodland Officer.	Optional
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Code	Capital items for use in Woodland Tree Health Restoration	Payment Rate	Aim	Additional notes	Mandatory or Optional
FG12	Wooden field gate or wooden wings	£390/gate	Facilitate stock management and keep livestock out of watercourses.	When used in combination with the item FG9, the gate (FG12) must be deer proof.	Optional
FG14	Badger gate	£135/gate	Provide badgers unrestricted access either side of a newly erected fence, which crosses known badger routes	This supplement can only be used alongside one of the following capital items; FG1 (Fencing), FG2 (Sheep netting), FG4 (Rabbit fencing supplement), FG5 (Fencing supplement difficult sites), FG9 (Deer fencing)	Optional
FG15	Water gates	£240/gate	Use across streams in conjunction with other stock control options to keep livestock and deer out of new planting	This item can only be used on fence lines across streams, with other stock or deer control items	Optional

See [GOV.UK](https://www.gov.uk) for full details on each capital item.

5.3.5 Payment caps

Payments under the Woodland Tree Health Restoration are subject to a cap that limits the amount that can be paid. The cap is based on the average grant per hectare and includes the cost of trees and additional capital items.

The cap depends on the type of trees planted and if the site is an ancient woodland. The cap is detailed below.

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

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

5.4 Woodland Tree Health Improvement

5.4.1 Summary

This element of the grant is for the removal of infected trees and/or rhododendron. The tree health issue needs to be verified to confirm eligibility for the grant. The table below summarises the eligibility requirements:

Tree health disease or pest	Eligibility requirement	Basis of grant	Where to find more information
The removal of immature larch (up to 25 years old) infected with <i>Phytophthora ramorum</i>	Infection must be confirmed by statutory plant health notice (SPHN)	Capital item SB1 – Scrub control and felling diseased trees	Phytophthora ramorum
The removal of rhododendron that is either infected with <i>Phytophthora ramorum</i> or <i>Phytophthora kernoviae</i> or at high risk to infection	The site must be subject to a SPHN or within 3 kilometres of a site with a SPHN.	Capital item SB6 – Rhododendron control.	Phytophthora kernoviae

More information about the above pests and diseases and biosecurity is available on [GOV.UK](#). For information about how to confirm a suspected infection please contact your [Woodland Officer](#).

5.4.2 Capital items

The capital items in the table below are available under this grant.

Code	Capital items for use in Woodland Tree Health Improvement	Payment Rate	Aim	Additional notes
SB1	Felling diseased trees	Between £260 and £1,680 per hectare depending on method of removal, stem	To remove immature trees that could spread disease and cannot be	Applicants can cut trees manually or with a machine. Manual removal is carried out on

Code	Capital items for use in Woodland Tree Health Improvement	Payment Rate	Aim	Additional notes
		diameter and % ground cover. See item guide for more information.	economically felled	foot, with a clearing saw or chainsaw, and machine cutting from a cab, by a tractor fitted with a flail
SB6	Rhododendron Control	Between £2,800 and £4,400 per hectare dependent on the slope of site and rhododendron height. See item guide for more information.	To support rhododendron control, reducing the amount of host species and the negative effect this can have on a site	

6 Scheme Requirements and procedures

You must read and meet the requirements detailed in this section as these are mandatory for all Woodland Tree Health grant agreement holders.

6.1 Entering into an Agreement

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

The agreement start date will be set out in the agreement document that comes with the agreement offer letter. Once you have accepted the offer and entered into an agreement, you cannot modify, extend or amend the agreement without our written permission.

6.2 Record keeping

You must keep all records relevant to the expenditure of the grant for at least 7 years from the end of the agreement.

6.3 Evidence: Record keeping and inspection requirements

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

Your evidence must show that:

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

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

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

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

6.3.1 When is evidence required?

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

a. Evidence to support your application

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

b. During the agreement period

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

- to support a claim. More information is set out in the following sections, and where relevant further information will be sent with the claim form covering letter
- during or after an administrative check, an inspection, or other checks as described in [section 7.5 Scheme Checks and Inspections](#).

c. After the agreement period

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

6.3.2 General evidence requirements for applicants and agreement holders

It is your responsibility to get all consents, approvals or permissions that you may need due to your specific circumstances and to carry out the

particular capital item. These consents, approvals and permissions must remain effective for the duration of the agreement, and records kept for 7 years from the end of the agreement.

6.4 Photographic evidence

6.4.1 Summary

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

You must follow the requirements below.

a. Application stage

You need to take and retain dated photographs showing the area where works will take place. Your photographs must meet the required standards, explained below. For more information check the [Grant Finder tool](#).

b. Claim stage

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

6.4.2 Photographic evidence quality

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

- Quality – photographs must be in focus and clearly show the relevant capital item or environmental feature. If you send your images by email, please send as JPEG files. Digital images should not be smaller than 600 x 400 pixels and ideally the image file size no larger than 400 KB. Printed photographs must be no smaller than 15 cm x 10 cm. Photographs can be in either portrait or landscape.
- Photograph to identify the environmental feature or capital item(s) concerned – it is your responsibility to have sufficient evidence that the investment or required management has taken place. For example,

more than one photograph may be needed where the feature or capital item exceeds the frame or is not clearly evident from a single photograph.

- Where possible, include a significant feature to provide authenticity, for example, ditch, fence, farm building, road, telegraph poles.
- Where possible, mark the photographed feature location, and direction from which the photograph has been taken, with an 'X' and an arrow on a copy of a map (or map extract) of the agreement area.
- Where scale or continuity is important, include a feature, or introduce one, for example a quad bike, vehicle or use a sighting pole (2m high with 50cm intervals marked in red and white). Take pictures consistently from the same spot for 'before' and 'after' photographs of the capital item.

6.4.3 Clearly labelled photographs

Use the Ordnance Survey (OS) map sheet reference and National Grid reference for the land parcel, followed by the relevant proposed or implemented capital item code, date, agreement holder name and SBI. If you are sending more than one image, also include the image number.

For example, if we ask you to send 'before and after' photographs to support capital item tree planting (TE4) the images should be labelled as XX12345678_TE4_ddmmyyyy_name_SBI_1 and XX12345678_TE4_ddmmyyyy_name_SBI_2.

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 land parcel, the implemented capital item code, date, Agreement Holder name and SBI

6.5 Publicity: requirements

The Terms & Conditions require you to comply with all instructions and guidance relating to acknowledging and publicising the support provided. This includes using any materials or templates which are provided for this purpose.

6.6 Force majeure

You may be unable to meet your requirements under the agreement because of force majeure or exceptional circumstances. If this happens,

you must write to tell us within 8 weeks from the date on which you (or any person authorised to act for you) are able to do so. You will need to provide evidence in writing to show:

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

For more information on force majeure read section 7.11 of the [Mid Tier Manual](#).

7 Agreement Management

You must read and meet the requirements detailed in this section as these are mandatory for all Woodland Tree Health grant agreement holders.

7.1 Agreement period

You can start work on or after the agreement start date. You must keep invoices for materials or works, so we can check them, for 7 years from the end date of the agreement. These must be dated on or after the agreement start date. We will reject claims and will not pay them if, during an inspection, we find that part or all of the work was carried out before, or after, the agreement period.

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

You may also need to apply to Natural England for Site of Specific Scientific Interest (SSSI) consent, if applicable (see section 4.6.1 Consents). Your agreement cannot start until that consent is granted by Natural England.

7.2 Amendments

Once we have offered you a grant, you cannot change or amend your agreement without our written permission.

7.3 Agreement Holders using own labour for capital works

7.3.1 Using own labour to undertake capital works

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

- the hourly rate for your labour or a farm employee's labour
- what work was carried out

- the date the work was carried out.

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

7.3.2 Using contractors to carry out capital works

You can employ contractors to carry out agricultural work on agreement land, or to carry out work needed under the Countryside Stewardship 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.

7.4 Making a claim for payment

7.4.1 Summary

You can make a claim for reimbursement of capital works at any time of the year. The work must have been completed as per the terms of your agreement and have been paid for in full before you can submit your claim. This means the payment must have left your bank account before you submit your claim. If you cannot demonstrate that you have paid for works undertaken, your claim may be rejected.

Please note:

- the minimum value of any payment claim is £500 (an exception may be made for the final payment).
- if you have used a contractor to deliver the works, you must have paid them (and the funds left your account) before you can claim payment from us.
- you must send your final payment claim with supporting information (including photos) within 3 months of the agreement end date.
- late claims will not be paid
- valid claims will be paid within 2 months of receipt.

7.4.2 Submitting claims for capital items

Once the capital works are finished, you have paid for them in full and the payment has left your bank account you should sign into the Rural Payments service and submit a claim online.

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

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

We will make payments directly into your bank account.

You must maintain any capital items funded through the scheme in the same condition and specification set out in your agreement for 5 years from the date of final payment [see section 2.2 Agreement period](#).

7.5 Scheme Checks and Inspections

7.5.1 Administrative record checks

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

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

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

7.5.2 Rapid field visits (in situ visits)

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

7.5.3 Agreement monitoring visits

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

7.5.4 Site Visits

We are required to make sure that Countryside Stewardship is properly controlled, to protect public money. Site visits are carried out to monitor compliance with agreement obligations (and cross compliance on the whole holding), as well as the success of Countryside Stewardship overall.

You must allow any UK public authority (or their authorised representatives or auditors) to access your land or premises to carry out site visits.

You must co-operate with any person carrying out a site visit. Any refusal to do so or obstruction will be treated as a breach of the agreement, and you may face recovery, suspension or termination of your agreement.

7.5.5 Refusal or withdrawal of support

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

- You have committed a serious non-compliance.
- You have provided false evidence.
- You have negligently failed to provide the necessary information (for instance, where we have asked for it repeatedly and there is no reason why you have not provided it). If we have to withdraw support, it will be for the current calendar year and the following calendar year. We may also refuse support for other agri-environment or forestry schemes. If this is the case, we will tell you and you will have the right to appeal against this decision.

7.5.6 Cross compliance

If you receive BPS payments, you must follow the cross compliance rules. If you do not receive BPS payments, and your only agri-environment or woodland agreement is the Woodland Tree Health grant, then you do not need to follow the cross compliance rules.

7.6 Recoveries

7.6.1 Breaches of Agreement

If you breach the terms of your agreement, we may reduce or withhold future grant payments and may recover payments already made to you. We will write to you to explain why we are considering if there is a breach of agreement. We will give you an opportunity to make written representations before we make our final decision.

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

7.6.2 Over-declaration of expenditure

If you submit a claim for more than the value of the costs which are eligible to be claimed, we will reduce the payment to the correct amount.

7.7 Change of ownership

You cannot transfer your agreement.

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

7.8 Disputes, appeals and complaints

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

7.8.1 Appeals process – disagreeing with a decision by RPA

If you're unhappy with a decision or service you've had from the Rural Payments Agency (RPA), you can email, write or call us.

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

Annex 1: Countryside Stewardship Terms and conditions (Version 2)

The terms and conditions cover Woodland tree health and Woodland creation grant agreements starting on or after 1 January 2021.

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 delivery body for the Countryside Stewardship scheme, has agreed to pay the Grant to the Agreement Holder in accordance with 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. The Secretary of State for Environment, Food and Rural Affairs has overall responsibility for the Countryside Stewardship scheme 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 pay 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 scheme 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 interpretations

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

Term	Meaning
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

Term	Meaning
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 or any legislation or regulation which replaces relevant EU law as a consequence of the UK leaving the European Union.
Countryside Stewardship or the Scheme:	a scheme run by the Authority on behalf of the Managing Authority.
Countryside Stewardship Manual:	documents which set out additional Scheme requirements, rules that farmers and land managers must follow on the land and further information and guidance for Agreement Holders, which is available on GOV.UK and as further described in clause 5.
Cross Compliance Requirements:	rules that farmers and land managers must follow on their land referred to in the Countryside Stewardship Manual and as set out in 'The guide to cross compliance in England' (as both may be re-issued, updated or amended from time to time), which are published on www.gov.uk and available from the Authority upon request or any similar concept which replaces cross compliance as a consequence of the UK leaving the European Union.
Data Protection Legislation means:	<ul style="list-style-type: none"> 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

Term	Meaning
	<p>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</p>
Forestry Commission:	a 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 England 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

Term	Meaning
Managing Authority:	<p>the Department for Environment, Food and Rural Affairs (DEFRA), which has overall responsibility for the Countryside Stewardship scheme under Section 98 of the Environment Act 1995 which provides that grant funding may be provided for activities conducive to either:</p> <ul style="list-style-type: none"> a) the conservation or enhancement of the natural beauty or amenity of the countryside (including its flora and fauna and geological and physiographical features) or of any features or archaeological interest there; or b) the promotion of the enjoyment of the countryside by the public.
Multi-Year Option(s):	<p>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)</p>
Natural England:	<p>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</p>
Option End Date:	<p>the date on which the relevant Multi-Year Option comes to an end, as set out in the Agreement Document</p>
Option Start Date:	<p>the date on which the relevant Multi-Year Option commences, as set out in the Agreement Document</p>

Term	Meaning
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
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 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 if they 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, such conduct by the Agreement Holder may result in the Grant being delayed, reduced, recovered or withheld and/or this Agreement being terminated in accordance with clause 19.

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 the Grant being delayed, reduced, recovered or withheld and/or this Agreement being terminated in accordance with clause 19 and if applicable enforcement action being taken by the relevant body responsible for those Requirements. Further details 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. Any failure to do so may result in a reduction being applied to certain payments due to the Agreement Holder. Further details of the requirements (including the procedure for declaring parcels of land) 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. 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 reduction. In the case of severe delays, the Payment Claim may be rejected in its entirety.

Further details of when reductions 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 delayed, reduced or withheld. In the most severe cases, the Payment Claim may be rejected in its entirety. Further details 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 Breach and Repayment

Breach

9.1 The Authority reserves the right to delay, reduce or withhold payment or require repayment of the Grant and/or terminate this Agreement in accordance with clause 19 in any of the following circumstances:

- i. the Agreement Holder has, at any time, given false or misleading information to the Authority;
- ii. the Agreement Holder is in breach of the terms or conditions of the Agreement;
- iii. the Agreement Holder is in breach of any requirement to which they are subject under the Countryside Stewardship (England) Regulations 2020;
- iv. the whole or any part of the sum paid or payable in relation to the Agreement duplicates assistance provided or to be provided out of the monies made available by -
 - a) the European Union,
 - b) Parliament, or
 - c) a body exercising public functions within the United Kingdom;

- v. the activity for which the sum was paid or is payable is required to be carried out under another legally binding obligation;
- vi. there has been a material change in the nature, scale, costs or timing of any Capital Item and/or Multi-Year Option under the Agreement;
- vii. any Capital Item and/or Multi-Year Option under the Agreement has been or is being delayed, or is unlikely to be completed.

Further details are set out in the Countryside Stewardship Manual.

Repayment

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%.

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 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 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 The Agreement Holder understands that if they intentionally obstruct, or fail to assist or provide information to any person exercising their rights in accordance with clause 11.1 and performing other tasks in connection with the Agreement this may result in the Grant being delayed, reduced, recovered or withheld and/or the Agreement terminated in accordance with clause 19.

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 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 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. 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 and/or the Managing Authority's name and logo, the Agreement Holder shall comply with all reasonable branding guidelines issued by the Authority and/or the Managing 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 and/or the Managing Authority.

14.4 The Authority and/or the Managing 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 and/or Managing Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority and/or the Managing Authority in its promotional and publicity activities.

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 search for 'Rural Payments Agency Personal Information Charter' on GOV.UK.

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 the risk, that shall, at a minimum, comply with the requirements of the Data Protection Legislation.

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 8 weeks 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 delayed, reduced, recovered or withheld.

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 6 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. Further details of when an Agreement Holder may be required to repay all or part of the Grant pursuant to termination under this clause 19.5 are set out in the Countryside Stewardship Manual.

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 (Breaches and 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, emailed,

mailed (first class postage prepaid) or faxed 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 emailed 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 2: Contact details

Contact details for the Woodland Tree Health grant

Rural Payments Agency offices

Are open from 8:30 am to 5:00 pm Monday to Friday, excluding Bank Holidays.

Completed Countryside Stewardship application forms

Please send your completed Countryside Stewardship application forms for the Woodland Tree Health grant by email to: ruralpayments@defra.gov.uk, or by post to:

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

Claim forms, agreement management queries or general enquiries

To request a claim form, tell us about a change of circumstances or for general enquiries you can contact us by:

email: ruralpayments@defra.gov.uk or
telephone: 03000 200 301

Submit a paper based claim form and any supporting evidence

If you would rather use a paper based claim form than claim for payment online, you can email your paper based claim forms to: ruralpayments@defra.gov.uk or post it to:

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