



Rural Payments
Agency

Woodland Management Plan grant: Countryside Stewardship (from October 2020)

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1 Introduction

The Woodland Management Plan grant is part of Countryside Stewardship. It's a capital grant for farmers and land managers to produce a woodland management plan. Find out about how it works, if you're eligible and how to apply.

This manual applies to Woodland Management Plan agreements starting from 1 January 2021. It explains what you need to do to apply for a Woodland Management Plan 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 trialing 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.

2 Scheme overview

This manual explains what you need to do to apply for a Woodland Management Plan grant and any additional requirements and processes which you must follow.

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, benefiting people and the economy'.

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

The main priorities of Countryside Stewardship Woodland Management Plans 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.

2.1 Woodland Management Plan manual

This manual explains what you need to do to apply for a Woodland Management Plan grant and any additional requirements and processes which you must follow. For information about the other elements of Countryside Stewardship read [Countryside Stewardship: How to apply](#).

2.1.1 Countryside Stewardship Woodland Management Plan Agreement

A Woodland Management Plan 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.

2.1.2 Mandatory parts of the Woodland Management Plan manual

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

The mandatory elements of this manual are:

- Section 4: [Who can apply and what land is eligible](#)
- Section 6: [Scheme requirements, procedures and agreement management](#)

2.2 More information

Read the [Countryside Stewardship: How to apply page](#) and the [Countryside Stewardship forms page](#) for more information specific to woodland support and the following grants:

- Woodland Creation
- Woodland Tree Health

3 How it works

This section provides information about the main elements of the CS Woodland Management Plan (WMP) grant.

3. How it works

The CS WMP grant is a capital grant under which you can apply for a one-off payment to create a UK Forestry Standard (UKFS) compliant 10 year woodland management plan.

You must have a binding CS agreement (which means you've applied, been offered and accepted an agreement) before you can start work on your WMP.

3.1 Woodland Management Plan (WMP) application process (through capital item PA3)

The list below shows the process from applying to claiming payment:

1. Applicant wants to manage their woodland so talks to Forestry Commission (FC)
2. Applicant (or agent) registers the woodland on the Rural Payments service
3. Applicant (or agent) submits WMP application (online/paper) to RPA (with annex 3 and maps)
4. If the applicant is eligible, RPA offer a grant agreement
5. Applicant accepts the grant agreement offer
6. Applicant (or agent) talks to FC Woodland Officer, produces a draft WMP and submits to FC Admin Hub for a Woodland Officer to check it meets with the UK Forestry Standard (UKFS)
7. The draft WMP is either approved in principle or reasons given why it fails to meet the UKFS. Aim for a maximum of 2 iterations of the WMP
8. Any felling proposals included in the draft WMP are placed on the Public Register and any statutory consultation is undertaken by the Forestry Commission
9. Felling licence approved and WMP is approved by the Forestry Commission
10. Applicant (or their agent) submits a claim to RPA which is then paid

| Acronym | Explanation |
|--------------|--|
| RPA | Rural Payments Agency – administers scheme, processes applications and offers grant agreements and pays claims |
| FCWO | Forestry Commission Woodland Officer – works with the applicant or their agent to develop a WMP that complies with the UK Forestry Standard and approves it |
| FC Admin Hub | Forestry Commission Admin Hub – processes any felling licence associated with the Woodland Management Plan once the plan has been approved |
| UKFS | UK Forestry Standard – The standard for sustainable forest management in the UK. The WMP must meet the relevant requirements and guidelines in the Standard to be approved |

You can apply for a WMP grant using the [Countryside Stewardship capital item PA3](#). You can read about PA3 at [PA3: Woodland management plan](#).

The WMP must cover all woodland on your holding (read section 5.3 for more information) and you must use the [Forestry Commission WMP template](#) to create it.

3.2 What are Woodland Management Plans?

Your WMP must set out the management intentions for your woodland for at least 10 years. It must also be fully compliant with the [UK Forestry Standard](#). Read [Create a woodland management plan](#) to find technical guidance on the production and content of a WMP.

Your plan must be approved by the Forestry Commission before you can apply for support under the Higher Tier element of Countryside Stewardship. You can find more information on this in section 5.7.

3.3 Scoring

Grant applications for the creation of WMPs are not competitive so we do not score applications. As long as you are eligible to apply for this grant (read section 4) and subject to the budget approval, we will offer you an agreement.

3.4 Payment rates

The payment rates for the capital item WMP (PA3) are shown in the following table. The payment rates and conditions help to make sure that the plans we approve provide value for money.

| Total are of woodland | Payment |
|------------------------------|---|
| 3 – 50 hectares | Flat rate of £1,000 |
| 51 – 100 hectares | Flat rate of £1,000 for the first 50 hectares, plus £20 per additional hectare up to and including 100 hectares |
| Over 100 hectares | Flat rate of £2,000, plus £10 per additional hectare over 100 hectares |

We calculate the amount to be paid using the entire eligible area of woodland on the holding. This can include a maximum of 20% newly planted woodland (this is woodland that is under 10 years old at the time of application). However, the WMP must cover all the woodland on the holding (including all newly planted woodland) even if this is more than 20% of the total woodland on the holding.

You cannot usually apply for payment for a WMP on land which already has an approved WMP.

If your land already has an approved WMP but a change in circumstances means a new one needs to be written, contact your Forestry Commission area office and talk to a Woodland Officer about whether you are eligible. You can find contact details and [Office access and opening times](#) on the Forestry Commission website.

3.5 When to apply

You can submit an application at any time of the year. Read section 5.4 for information on how to submit an application.

If you are writing a WMP with grant funding, you need to have your grant agreement in place before you start work on your plan.

If you accept an agreement we've offered you, you will then need to produce a draft WMP. The standards and procedures the plan must follow are set out in [Create a woodland management plan](#).

3.6 Agreement duration

Once you accept an agreement, you have 2 years from the start of the agreement to create the WMP and get approval (including any associated felling approval) from the Forestry Commission. You then have a further 3 months to submit your payment claim.

For example, if your agreement starts on 1 June 2020, the end date of the agreement would be 31 May 2022. Your plan would need to be complete and approved by then. You would then have until 31 August 2022 to submit your payment claim.

We recommend that you send your draft WMP to the Forestry Commission within the first year of your agreement. If they receive your WMP after this time, they cannot guarantee that they will approve it within the 2 year period. You'll get more information about this in the agreement offer letter.

The 2 year duration of your agreement is for the submission and approval of a WMP. It is not for the duration of the work detailed in the WMP itself.

3.7 Payment claims

You must claim payment for your WMP in a single claim, once your WMP has been approved by the Forestry Commission, and within 3 months following the agreement end date. You can find more information on payment claims in section 6.

3.8 What the grant cannot pay for

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

- planning application fees or other transactional fees
- meeting legal requirements, including planning conditions.

4 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 Countryside Stewardship Woodland Management Plan (WMP) agreement holders.

The CS WMP grant is open to land managers who are either:

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

4.1 Eligible land

4.1.1 What land you can enter into the scheme

To be eligible for the scheme:

- The land must be 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
 - has a crown cover of more than 20% of the ground area.
- The woodland must be larger than 3 hectares in total, with a minimum woodland block size of 0.5 hectares.
- All woodland on your holding must be included in the WMP (see section 5.3)
- The area of eligible internal open space shall be limited to 20% of the total woodland area (in limited and exceptional cases this may be increased to 30%). Open space may include forest tracks, rides, wayleaves and other permanent open areas but should be managed as part of the woodland environment.

You cannot claim payment for WMP (capital item PA3) on land which is used to claim Basic Payment Scheme (BPS), but you can include it in the WMP.

For example, you can include an area of short rotation coppice that is used to claim for BPS in your WMP, but cannot include the area in your WMP grant payment claim.

However, under the allowance for including up to 20% newly planted woodland in the WMP agreement, we will accept any land that you are using to claim for BPS and that is also:

- within the durability period under Countryside Stewardship Woodland Creation (5 years following the agreement end date), or
- that is currently in a Woodland Creation Maintenance grant agreement (10 years), or
- that is currently under an English Woodland Grant Scheme - Farm Woodland Payment (FWP) or Farm Woodland Premium Scheme (FWPS) agreement.

4.1.2 Ineligible land

The following land is not eligible for the scheme:

- land that does not meet the definition of a woodland, as set out in section 4.1.1
- developed land and hard standing (including permanent caravan sites and areas used for permanent storage)
- land that is already part of another obligation which is incompatible with Countryside Stewardship, for example woodland that is already under an obligation to have a written management plan, for example due to a planning consent
- any land parcels which are not entirely within England. Parcels that are either partly or entirely within Scotland or Wales are not eligible for Countryside Stewardship
- land where you do not have management control for the period of the agreement and you are not able to have an application countersigned by the landowner (read section 4.2).

4.2 Management control: eligibility and scheme rules

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).

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 entire period of the capital agreement.

4.2.1 Tenants

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

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

If 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.

You must have the agreement of your landlord or the landowner before you apply. If you are a tenant, including under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 (a Farm Business Tenancy) or equivalent, it is your responsibility to check that 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.

4.2.2 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 you have let to a tenant.

Dual use, where the applicant for this grant is different to the applicant for BPS on the same land is possible under this grant. You can claim for PA3 on land that is subject to BPS, that is, areas of young woodland which are still being used to claim BPS and which are within the 20% allowance. The applicant must still show they have management control over the land.

For more information read [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.

4.2.3 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](#).

4.2.4 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.

4.2.5 Licensees

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

4.2.6 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 those that do not receive funding direct from the Exchequer. Crown bodies include all government departments and their executive agencies, for example:

- Ministry of Defence
- Forestry Commission.

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 Notes | |
|--|-------------------|---|
| Government departments, executive agencies and NDPBs (for example, Ministry of Defence, Forestry Commission) | Ineligible | |
| Other public bodies (for example, local authorities, National Park authorities and public corporations) | Eligible | Provided the work does not form part of their obligations as a public body. |

| Body/Organisation | Eligibility Notes | |
|--|-------------------|--|
| Parish Councils and former college farms | Eligible | |
| Tenants of eligible public bodies | Eligible | Ineligible where the work is already a requirement of the tenancy agreement. The public body must countersign the application if the tenant does not have security of tenure |
| Tenants of ineligible public bodies | Eligible | Ineligible where the work is already a requirement of the tenancy agreement. Tenants must have security of tenure for the full term of the agreement, including the durability requirement, as the public body cannot countersign the application. |

4.3 Land receiving other funding

You cannot combine the WMP grant with other sources of public funding to provide the same plan on the same land. You cannot use the grant to produce a WMP which you are required to carry out under other agreements, for example work which is already a requirement of a tenancy agreement or other grant schemes such as:

- Environmental Stewardship
- Other grants within Countryside Stewardship
- Farming and Forestry Improvement Scheme
- English Woodland Grant Scheme
- Farming Recovery Fund
- Heritage Lottery Fund
- Inheritance Tax Exemption.

You must make sure that any work proposed for 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.

4.4 Business Viability Test

We will check all applicants against an insolvency register. If we assess your application as not financially viable, we may not offer you an agreement. Applications involving capital expenditure over certain limits will require additional evidence and undergo additional checks. Read section 5.4.4 for more information.

5 How to apply

This section gives the information you need to apply for support to create a Woodland Management Plan through Countryside Stewardship.

5.1 Register with Rural Payments service

You must be registered in the [Rural Payments service](#) before you can apply for a CS agreement. When you're registered you will receive a Customer Registration Number (CRN) and a Single Business Identifier (SBI). Agents applying for you must also be registered in the Rural Payments service and you must give them the appropriate permission levels in the service.

You must make sure that all the land parcels listed on your application are registered in 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 at [Rural Payments service: registering and updating your details](#).

5.2 Getting consent

You do not need to provide any consent when you make your WMP grant application.

However, if the work proposed affects certain designated sites (such as Sites of Special Scientific Interest (SSSIs) or Scheduled Monuments (SM)) we may need to see your consents before we can approve your WMP. Read [Create a woodland management plan](#) for more information.

5.3 Make sure the proposed Woodland Management Plan covers all woodland on the holding

You should include all woodland on your holding when you apply for a WMP grant. However, if your business manages a number of woodlands in different locations, it may not be appropriate to produce a single WMP that

covers all of them. In this situation you can apply to create a plan that covers part of your holding. The Forestry Commission will provide technical advice that will help to decide what forms a holding in a given case. Read section 4.1 for more information.

5.4 Submitting an application

There are 2 ways that you can submit a WMP application:

- online using the [Rural Payments service](#)
- using [Capital Grant Application form and Annex 3: Woodland Management](#) which you can download.

You must not submit a draft WMP with your CS application. You can only start work on producing the draft WMP once you have signed the agreement (returned it to us, accepting the offer) and the agreement start date has passed.

If you are eligible and we offer you an agreement, you will need to follow the Countryside Stewardship Terms and Conditions as set out in Annex 1.

5.4.1 Online application

You can apply for a WMP grant online. You can do this through the [Rural Payments service](#). The service already includes the following information, so you do not need to re-enter these details, but you should check them to make sure the information is up to date:

- your personal details of the applicant (name, address, and so on)
- your CRN and SBI
- the land parcels registered to the SBI.

You will need to answer initial eligibility questions and select the land parcels that you would like to include in your WMP application. You will also need to enter the total area of the woodland that needs support.

You then select 'submit' - which is the same as signing an application form. After submitting your application, download the covering letter from your online account and follow the instructions which tell you how to submit the supporting information needed.

Supporting information

You must send us the following documents to support your online application before we will consider it. If you email them to us, as long as they are sent by someone with the correct permission levels (and an email address that is registered on the Rural Payments service 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. Title your email 'Countryside Stewardship, document type, year, SBI number', for example Countryside Stewardship, Woodland Management Plan grant application, 2020, [SBI].

- a completed [WMP Annex 3b \(part of annex 3\)](#). If you are applying online you do not need to fill in worksheet 3a of Annex 3, as you will have already selected your land parcels as part of the online application
- a map of the land to be included in the application, this must meet the minimum mapping standards outlined in section 5.4.3.

We must receive any supporting documents within 30 days of the date of the cover letter. If we do not, we will reject your application.

For more information read [How to apply online for a Woodland Management Plan Grant](#) and there is a Help link on each screen of the Woodland Management Plan application in the Rural Payments service.

5.4.2 By email or post

If you cannot apply online, you can use a [paper application form](#) and send it to us by email or post. You must download one and fill it in, then send it by email or post to RPA. If you choose to email it to us, as long as the application form is sent by someone with the correct permission levels (and an email address that is registered in the Rural Payments service 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. Title your email 'Countryside Stewardship, document type, year, SBI number', for example Countryside Stewardship, Woodland Management Plan grant application, 2020, [SBI].

If you cannot download the application form, please contact us.

A complete WMP grant application is made up of the following documents:

- The Countryside Stewardship [Capital Grant Application form](#)

- The WMP [Annex 3](#) (incorporating all information required to apply for the WMP)
- An application map, created according to the standards set out in section 5.4.3.

Send your email, remembering to attach all application documents to us. Put 'CS Woodland Management Plan Grant – SBI' as the email subject, for example. 'CS Woodland Management Plan Grant – 123456789.

If you cannot email your application, you can post it to us (check Annex 2 for address details). We recommended that you get proof of postage for any applications or any other documents you send to us by post.

It's a good idea to keep a copy of your completed application form. Either a paper copy or an electronic version of your WMP Annex 3 so that you have a self-calculating version of this document.

5.4.3 Prepare a map to accompany your application

You must provide a map (or maps) showing the full area of the woodland you are including in your proposed WMP and send this with your WMP grant application. The map needs to be clear, readable and meet the standards set out below.

How to create a map

You can create the map associated with a WMP application yourself, as long as it meets the standards set out below, or you can request one through the [Forestry Commission map request service](#).

Maps you supply should be based on OS maps and/or Geographical Information System (GIS) generated digital maps. Maps must be based on a scale of 1:2500 or 1:5000 or for large schemes 1:10000. You should mark the land parcel references and the SBI clearly on the map.

If you're sending your supporting documents to us by email, send us your map as a PDF file.

Minimum mapping standards

If you create your own agreement map, or are marking up a map you've received from the Forestry Commission map request service, you must make sure they meet the following rules:

- the map (or maps) must show whole land parcels with land parcel references and a clear boundary for the extent of the WMP
- the map 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
- 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
- if there are no numbered OS grid lines write a 6 figure OS grid reference for the centre of the map on the bottom left of the map
- if you make a mistake strike through it. Do not use correction fluid on your map.

5.4.4 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.

5.5 Authorise an agent

You can authorise an agent to fill in and submit your application and payment claim forms for you.

For an agent to act for you they must be registered in the Rural Payments service and you must give them the appropriate permission levels. You can do this in the [Rural Payments service](#). You need to do this even if you have already filled in a paper agent authorisation form allowing the agent to act on your behalf.

5.6 After applying

5.6.1 Missing information and rejection

Once we receive your application we will carry out a number of checks on it and will contact you if there is any missing information. You must send us the missing information we ask for within the timescales we give you. If you do not we may reject your application.

If this happens, you would then need to resubmit your application, making sure you provide all the information we need and that you meet all of the eligibility requirements. You must not start to create a WMP until you have an agreement.

5.6.2 Eligible applicants being offered an agreement/agreement acceptance

If you apply online (outlined in section 5.4.1), you will only be able to submit your application if you have met all of the eligibility requirements. The Rural Payments service will reject your application immediately if it fails any of the eligibility requirements. The service gives onscreen feedback to explain why this has happened. If this happens, you can edit and resubmit your application.

If you apply using a paper form (outlined in section 5.4.2), we will need to manually carry out eligibility checks. We will contact you if you fail any of the checks and explain how you can correct them. You can find more information about this at section 5.6.1.

If you are eligible, we will send you an agreement offer by post. You must accept or decline the offer signing and dating the declaration and returning it to us. You can ask us for an acknowledgement that we have received your signed agreement. You cannot modify, extend or amend the WMP agreement.

The agreement start date will be shown on your agreement and is usually the first day of the month after you receive your agreement offer.

5.6.3 Creating a draft Woodland Management Plan

You can start work creating a WMP after the agreement start date. You must follow the technical guidance outlined in [‘Create a woodland management plan’](#) and submit the WMP to the Forestry Commission (read Annex 2 for details).

Do not send your draft WMP to RPA. You must send it to the Forestry Commission.

The maximum size of emails that we can accept is 32MB. When you send your application by email make sure it’s not over this limit. If it is over the limit, you will need to split the information and send more than one email, each less than 32MB. For security reasons, we cannot accept discs, USB pen drives or other external storage media.

A FCWO will contact you and help you to develop the plan for final approval. The final WMP (including any associated felling permissions) needs to be approved by the Forestry Commission before the agreement end date (read section 3.6 for agreement duration).

5.7 Woodland Management Plan agreements and Countryside Stewardship Higher Tier

You must have a WMP approved by the Forestry Commission before you can apply for woodland support under the Higher Tier element of Countryside Stewardship. This is the case whether the CS Higher Tier application is for woodland only or woodland in a ‘mixed’ agreement (an agreement that includes woodland and agri-environment land).

The WMP must be approved (or approved in principle) on or before the deadline for initial CS Higher Tier applications.

If the WMP is only approved in principle at the time the initial CS Higher Tier application is made, the plan must be fully approved (including felling licence in place) by the deadline for final CS Higher Tier applications.

‘Approved in principle’ means that approval of the plan depends on any accompanying felling licence permission being in place, which can often take longer than approval of the WMP. This is because of the requirement to publish felling proposals on a public register for 28 days.

To make sure there is opportunity for a WMP to be at least approved in principle in time for an initial Higher Tier application, you should submit your draft WMP to the Forestry Commission by 31 December of the year before the Higher Tier application will be made.

5.8 Land in Environmental Stewardship agreements

You can make a WMP grant application on land that is already included in an existing Environmental Stewardship agreement as long as preparation of a WMP is not a requirement of the Environmental Stewardship agreement. However, you cannot enter land in an existing Environmental Stewardship agreement into a CS Higher Tier agreement.

6 Scheme requirements, procedures and agreement management

You must read and meet the requirements detailed in this section as these are mandatory for all Countryside Stewardship WMP agreement holders.

6.1 General Scheme requirements

‘Agreement Holder’ means the person (whether an individual, a company or other entity) who has entered into the Countryside Stewardship Agreement as identified in the Agreement Document (in line with clause 1 of the Terms and Conditions – read Annex 1).

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

6.2 Agreement Management

A Countryside Stewardship Agreement is made up of the Countryside Stewardship Terms and Conditions (Annex 1), the Agreement Document (which sets out Agreement Holder-specific details) and any supplementary documents referred to in the Agreement Document.

6.3 Claiming for the Woodland Management Plan

You can submit a payment claim for your approved WMP at any time of the year, providing you meet the following terms:

- the capital work (that is, the completed WMP) was completed to the standards set out in [Create a woodland management plan](#) within 2 years from the agreement start date (see section 3.6)
- the WMP and associated felling permissions have been approved by a FCWO
- we receive your payment claim no later than 3 months following the agreement end date.

You can only make one payment claim for the WMP grant, for the full amount. We will pay valid claims within 2 months of receiving them. We will reject any payment claims which are late.

You can read the [How to submit a payment claim online](#) guidance for information on how to submit your claim online.

If you cannot claim online, contact us to get a claim form.

We will make payments directly into your bank account. You do not need to send any evidence that we have approved the WMP with the payment claim.

6.4 Amendments

You cannot change or amend your agreement after you've been offered a grant.

6.5 Recoveries

We may reduce or withhold payments, or recover previous payments if you:

- breach the terms of your agreement
- do not meet the relevant eligibility criteria on all or part of your land.

6.5.1 Late payment claims

You must claim for payment no later than 3 months following the agreement end date. If you do not, we will not pay you.

6.5.2 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 agreement is the Woodland Management Plan grant, then you do not need to follow the cross compliance rules.

6.5.3 Breaches of Agreement

If you do not fulfil your obligations under your agreement, we 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.

6.5.4 Refusal or withdrawal of payments claimed

In certain circumstances, we may refuse, or withdraw in full, the payment you have 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)
- you have already been paid for the same or similar work.

If we have to withdraw support we may also refuse support for other agri-environment or forestry schemes. If this is the case, we will tell you, and you will be able to appeal against this decision.

6.5.5 Over-declaration of claim

If you submit a claim for more than is eligible to be claimed, we will reduce the payment to the correct amount.

6.6 Disputes, appeals and complaints

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.

Read more information about how to complain in our [Complaints procedure](#).

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. |

| Term | Meaning |
|------------------------------------|---|
| 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 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 |
| 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 |

| Term | Meaning |
|-----------------------|---|
| Joint Controllers: | where two or more Controllers jointly determine the purposes and means of processing |
| 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): | the land management the Agreement Holder is required to undertake, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map) |
| Natural England: | a non-departmental public body, established under the Natural Environment and Rural Communities Act 2006, which has responsibility for advising the Managing Authority on the protection of the natural environment in England, and providing technical advice to the Authority in support of the scheme |
| Option End Date: | the date on which the relevant Multi-Year Option comes to an end, as set out in the Agreement Document |

| Term | Meaning |
|--------------------|--|
| Option Start Date: | the date on which the relevant Multi-Year Option commences, as set out in the Agreement Document |
| Payment Claim: | the claim submitted by the Agreement Holder for payment of the Grant |
| Personal Data: | has the meaning given to it in the Data Protection Legislation |
| 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 Management Plan grant

Rural Payments Agency offices

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 Management Plan Grant 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

Forestry Commission contacts

Forestry Commission Woodland Officers provide technical advice to help create woodland management plans after an agreement has been accepted. You can find contact details for Forestry Commission Woodland Officers in your area at [Office access and opening times](#).

Send your draft woodland management plan to the Forestry Commission office dealing with plans in your area as detailed below

Area: North West, West Midlands and South West

Forestry Commission
Bullers Hill Office
Kennford

Exeter
EX6 7XR

Email: adminhub.bullershill@forestry.gov.uk

Telephone: 0300 067 4960

Area: Yorkshire, North East, East, East Midlands, South East and London

Forestry Commission
Bucks Horn Oak
Farnham
Surrey
GU10 4LS

Email: adminhub.se@forestry.gov.uk

Telephone: 0300 067 4420