



Rural Payments  
Agency

# **Countryside Stewardship: Woodland Creation and Maintenance grant manual (from 9 February 2021)**

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# **Countryside Stewardship: Woodland Creation and Maintenance grant manual (from 9 February 2021)**

The Woodland Creation and Maintenance agreement is part of Countryside Stewardship. It's made up of a capital element under which you can apply for support to create a woodland, followed by a maintenance element to maintain it.

This manual applies to Woodland Creation and Maintenance agreement applications received from 9 February 2021. It gives payment rates and explains what you need to do to apply for a Woodland Creation and Maintenance agreement and any additional requirements and processes which you must follow.

## **1 Introduction**

The Woodland Creation and Maintenance agreement is part of Countryside Stewardship. It's made up of a capital element under which you can apply for support to create a woodland, followed by a maintenance element to maintain it.

The agreement is new for 2021 and combines the existing Woodland Creation grant and the Woodland Creation Maintenance (WD1) payments. If successful your agreement will have two elements:

- Woodland creation – this element runs for two years, during which you have to complete all of the capital works
- Woodland maintenance – if you are eligible, this element begins once your capital works are completed. It runs for ten years and throughout that time we will pay you an annual grant of £200 per hectare.

This manual applies to Woodland Creation and Maintenance agreement applications received from 9 February 2021. It gives payment rates and explains what you need to do to apply for a Woodland Creation and Maintenance agreement and any additional requirements and processes which you must follow.

## **Agricultural Transition**

We will continue to offer Countryside Stewardship agreements in 2022, 2023 and 2024.

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

Applications for Countryside Stewardship agreements which start on or after 1 January 2021 are made under domestic legislation.

# Coronavirus (COVID-19)

You can read the latest [information for farmers, landowners and rural businesses during the coronavirus \(COVID-19\) outbreak](#) on GOV.UK.

## The Countryside Stewardship scheme

### Important information

Woodland support grants are provided under domestic legislation. You may need to keep evidence and provide it when requested. Check [Countryside Stewardship grants](#) for the evidence and record-keeping requirements of grants before you apply for them.

### Countryside Stewardship priorities

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

- increased biodiversity, improved habitat and expanded woodland areas
- improved water quality
- improved air quality

Other outcomes supported are:

- protection against flooding and coastal erosion
- maintaining the historic environment
- improved landscape character
- climate change adaptation and mitigation.

### Other schemes

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

- Higher Tier agreements for land that requires more complex management tailored to the individual site
- Mid Tier agreements that provide a range of options and capital items that together help to deliver a broad range of environmental benefits
- The 4 Wildlife Offers provide a simpler set of options to help improve the wildlife on farms
- The Capital Grant offer provides grants for boundaries, trees and orchards, water quality and air quality
- The Woodland Tree Health grant to help restore and improve tree health
- The Woodland Management Plan grant to help create a UK Forestry Standard (UKFS) compliant 10 year woodland management plan
- The Facilitation Fund to support individuals and organisations working with local groups of farmers and land managers, and co-ordinate their environmental land management.

The Woodland Creation and Maintenance agreement is part of Countryside Stewardship. If you are a land manager, you can apply for a Woodland Creation and Maintenance agreement to support the creation of new woodland on your land and its long-term maintenance. This includes:

- 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 Creation and Maintenance grant manual**

This manual explains what you need to do to apply for the Woodland Creation and Maintenance agreement of Countryside Stewardship. 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](#), search for 'Countryside Stewardship: How to apply' on GOV.UK.

### **1.1.1 Countryside Stewardship Woodland Creation and Maintenance grant Agreement**

A Woodland Creation and Maintenance grant Agreement comprises of:

1. The Countryside Stewardship Terms and Conditions at Annex 1
2. An Agreement Document for Woodland Creation (which sets out agreement holder specific details)
3. If eligible, an Agreement Document for Woodland Maintenance
4. The supplementary documents referred to in the Agreement Document.

### **1.1.2 Mandatory elements of the Woodland Creation and Maintenance 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 and what land is eligible
- Section 6: Scheme requirements and procedures
- Section 7: Agreement Management.

## **1.2 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 Management Plan
- Woodland Tree Health

## 1.3 Fraud

Fraudsters may target farmers who receive subsidy payments and we're aware that in the past some customers have received emails, texts and telephone calls claiming to be from RPA or Defra. Links to a fake website designed to look like an authentic RPA or Defra online service are sometimes included in the message. We do not send emails or text messages with links to websites asking you to confirm your personal details or payment information. If you receive such a request, we strongly advise that you do not open the link and delete the email or text message.

As fraudsters may target farmers who receive subsidy payments, remember:

- never discuss your bank account details with someone you do not know
- we will not ask you to make a payment over the phone
- delete any emails or texts you do not believe are genuine, and do not open any links – our main email addresses are:
  - [ruralpayments@defra.gov.uk](mailto:ruralpayments@defra.gov.uk)
  - [rpa@notifications.service.gov.uk](mailto:rpa@notifications.service.gov.uk)
- be cautious about what information you share externally, particularly on social media.

If you suspect an attempted fraud or feel you have been the subject of fraud, you can contact:

- RPA's Fraud Referral Team on 0800 347 347 or [FraudInConfidence@rpa.gov.uk](mailto:FraudInConfidence@rpa.gov.uk)
- Action Fraud (the UK's national reporting centre for fraud and cyber-crime) on 0300 123 2040.

## 2 Scheme overview

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

Woodland Creation and Maintenance agreements are available under Countryside Stewardship. You can submit an application for a Woodland Creation and Maintenance agreement 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).

For guidance and information on other woodland capital grants available as part of Countryside Stewardship (Woodland Management Plans and Woodland Tree Health) read [Countryside Stewardship: How to apply](#).

### 2.1 Capital items available for Woodland Creation

18 capital items are available. There is a description and essential requirements for each capital item on the [Countryside Stewardship online grants finder tool](#). This also includes eligibility and evidence requirements.

You can find:

- a full list of capital items that are eligible for this scheme, in the List of eligible capital items section
- the payment rates and details about using supplements in Section 5.

### 2.2 Agreement period

The Woodland Creation and Maintenance agreement is made up of a 2 year capital grant element under which you can apply for support to create a woodland, followed by a 10 year maintenance element to maintain it.

#### 2.2.1 The Woodland Creation element of the agreement

The Woodland Creation element of your Woodland Creation and Maintenance agreement will run for a maximum of 2 years from the start date of your agreement. The agreement may not run for the full 2-year period if you finish the works before then.

During this period, you must complete all Woodland Creation capital works. You will then have a further 3 months from the end of this period to submit your payment claim. We will not accept claims after this date.

You must not submit your payment claim until you have paid for the Woodland Creation capital items on the claim and the payment for them has left 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 of the Woodland Creation element of the agreement. This is called the 'durability' period of the agreement;
- have management control of the land for the length of the Woodland Creation element of the agreement including for the 5 years durability period. See Section 3.2, which explains how this 'durability' requirement applies if you are a landlord or a tenant.

## **2.2.2 Confirmation of continuation of your Woodland Creation and Maintenance agreement**

If you are eligible, you will receive a letter asking you to confirm whether or not you want to enter into the Woodland Maintenance element of your Woodland Creation and Maintenance agreement.

Once you have confirmed that you want to enter into the Woodland Maintenance element of the agreement, you will be eligible for funding for the 10 year period following the initial Woodland Creation element period.

You will receive annual payments of £200 per hectare to maintain your woodland and any capital items that were funded through the Woodland Creation grant over this 10-year period.

To support the successful establishment and ongoing maintenance of new woodland you will need to:

- keep all newly planted trees weed-free for 10 years
- replace any trees that die
- maintain fences, tree shelters or spiral guards
- maintain areas of open space
- remove individual tree protection in year 10

Please see Section 5.4 for more detail.

## **2.2.3 If you decide not to enter into the Woodland Maintenance element of the agreement**

If you do not wish to enter into the Woodland Maintenance element of your Woodland Creation and Maintenance agreement, then you must continue to maintain the capital items funded through the Woodland Creation element for 5 years following the date of the final Creation payment. This is referred to as the 'durability requirement'. You can find more information about this in section 5.4.



The exception to this rule is the leaky woody dams capital items (RP32 and RP33) which have to be maintained for 2 years from the date they are claimed for.

## 2.3 How applications are selected

Woodland Creation and Maintenance agreements are competitive. We score applications and will make an agreement offer to those with the highest score (depending on the budget that is available). You need to score your own application first by filling in the scoring section in the Woodland Creation annex of the application form. You must send this to us with your initial application. You need to score 12 points for us to accept an initial application and to take it forward.

Once you have agreed your final application we will give it a final score. Every month we set a final threshold score based on the budget that is available. If your application has a final score equal to or greater than the final threshold score we will offer you an agreement.

The highest Woodland Creation and Maintenance grant scores are for applications that cover a large geographical area (the score is multiplied by the hectares of woodland you propose to create), and those that have the greatest positive impact on:

- biodiversity
- water (quality and flooding) and
- climate change (read: [Climate change: impacts and adaptation in England's woodlands](#) and [Tree species and provenance](#) for more information).

Incentives for planting to enhance air quality will be included in the near future.

We will award additional points if you are working in a partnership at a landscape scale (involving multiple ownerships) in specific target areas.

If your application is unsuccessful you can re-apply at any time. However, you will need to change your application to increase its score so it has a chance of meeting a subsequent clearing score.

## 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
- woodland creation for short rotation coppice and/or short rotation forestry.

# 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 Creation and Maintenance grant agreement holders.

The Woodland Creation and Maintenance grant is open to land managers who are either:

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

as long as they have control of all the land and all the activities needed to meet the obligations of the grant for the full duration of the agreement.

## 3.1 Eligible Land

### 3.1.1 What land can be entered into the scheme

You can include land that is not already classified as existing woodland as part of your Woodland Creation and Maintenance grant.

### 3.1.2 Ineligible land

The following land is not eligible for the Woodland Creation and Maintenance grant – you cannot include it on your application:

- 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
- 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 3.2).

## 3.2 Management Control

You must have management control of the land and all activities needed to meet the requirements of the capital items selected for the full period of:

- the Woodland Creation element of the agreement (2 years); and
- the Woodland Maintenance element, if applicable (10 years).

If you do not wish to enter into the Woodland Maintenance element of your Woodland Creation and Maintenance agreement, then you must:

- have management control of the land for 5 years following the date of the final Woodland Creation payment; and
- 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 of the Woodland Creation element of the agreement. The exception to this rule is the leaky woody dams capital items (RP32 and RP33) which have to be maintained for 2 years from the date they are claimed for.

You must get the written consent of all other parties who have management control of the land and activities for the full agreement period and durability periods set out above.

### **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.

If you are a tenant of a public body, you may be able to receive payments for both the Woodland Creation and Woodland Maintenance elements of the grant. To be eligible, you must have security of tenure for the full period of the agreement (i.e. 12 years). If you do not have security of tenure for the full period of the agreement, you may still be eligible but:

- Your landlord must countersign your application; and
- Your landlord must be eligible.

If you do not meet these conditions, you will only be able to receive payments for the Woodland Creation element of the grant. See Section 3.2.6 for more information.

### **3.2.2 Landlords**

If you are a landlord and can show that you keep management control over the land which has been let to a tenant, you can include that land in a Countryside Stewardship Woodland Creation and Maintenance application.

You can claim BPS on land which is in a CS Woodland Creation and Maintenance agreement provided the land meets certain eligibility requirements. Non-agricultural land is considered eligible for BPS on the condition that both of the following criteria are met:

- The non-agricultural land was used with entitlements to claim under the Single Payments Scheme in 2008
- The land is currently in a CS Woodland Creation and Maintenance agreement (this includes the five year durability requirement if Creation only, otherwise until the end of the Maintenance agreement)

As the agreement holder, you must give your tenant a copy of the Countryside Stewardship Woodland Creation and Maintenance 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.

For more information read [Guidance on woodland grant schemes and BPS: operations note 42](#).

### **3.2.3 Partnerships**

If you are in a business partnership, you can apply for a Countryside Stewardship Woodland Creation and Maintenance agreement. The person submitting the application must have the appropriate permission levels in the [Rural Payments service](#) on GOV.UK.

### **3.2.4 Licensors**

If you are a licensor, you can apply for a Countryside Stewardship Woodland Creation and Maintenance 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.

<b>Body/Organisation</b>	<b>Eligibility</b>	<b>More information</b>
Government departments, executive agencies and NDPBs (for example Ministry of Defence, Forestry Commission)	Ineligible	Cannot apply for Woodland Creation and Maintenance agreement
Other public bodies (for example local authorities, National Park authorities and public corporations)	Eligible	Can apply for Woodland Creation and Maintenance agreement, provided the work does not form part of their obligations as a public body
Parish Councils and former college farms	Eligible	Can apply for a Woodland Creation and Maintenance agreement
Tenants of eligible public bodies	Eligible	Can apply for a Woodland Creation and Maintenance agreement, but is 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.

<b>Body/Organisation</b>	<b>Eligibility</b>	<b>More information</b>
Tenants of ineligible public bodies	Eligible	Can apply for a Woodland Creation and Maintenance agreement, but is 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.

If you are a tenant of a public body, you may be able to receive payments for both the woodland creation and woodland maintenance elements of the grant. To be eligible, you must have security of tenure for the full period of the agreement (12 years). If you do not have security of tenure for the full period of the agreement, you may still be eligible but:

- Your landlord must countersign your application; and
- Your landlord must be eligible.

If you do not meet these conditions, you will only be able to receive payments for the Woodland Creation element of the grant.

If you are a tenant of an ineligible public body and:

- Your tenure ends before the end of the 12-year Woodland Creation and Management agreement, you will not be able to apply for both elements of the grant.
- Your tenure ends before the end of the woodland creation element and the subsequent 5-year durability period of the agreement, you will not be able to apply for either element of the agreement.

On land owned by public bodies, the durability requirements described in Section 2.2 apply. These means that tenants 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 of the Woodland Creation element of the agreement. This is called the 'durability' period of the agreement;
- have management control of the land for the length of the Woodland Creation element of the agreement including for the 5 year durability period.

As noted above, an eligible public body (local authority, National Park or public corporation) must countersign the agreement where the tenancy will end during the 5 year durability period.

If you are a tenant of a public body, then please contact RPA or your Forestry Commission Woodland Officer to discuss your 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
- English Woodland Grant schemes
- Farming Recovery Fund
- Heritage Lottery Fund
- Inheritance Tax Exemption
- Other woodland creation schemes from the FC and woodland creation partnerships.

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) 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.

The Woodland Carbon Guarantee (WCaG) is an incentive scheme to help accelerate woodland planting rates across England. You can make a WCaG application alongside applications for woodland creation and maintenance grants, providing that your (WCaG) contract was signed after 29 October 2018.

## 3.4 Common land and shared grazing

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

If your application is on common land you must read the [Common land and shared grazing: supplement to the Countryside Stewardship manual](#) which sets out the requirements, and complete the additional [Common land and shared grazing form: Countryside Stewardship](#).

If you are thinking about applying for a Woodland Creation and Maintenance agreement, please be aware that the work may need consent from the Planning Inspectorate on behalf of the Secretary of State for Environment, Food and Rural

Affairs. Consent is required where the work would prevent or impede access or for works to the surface the land, for example:

- Putting up new fences to protect new trees, woodland planting or to encourage natural regeneration.
- Building new solid surfaced roads, paths or car parks to enable access to manage the new or existing woodland.

Consent is not required in certain situations – including erecting fencing for up to five years, depending on the purpose of the fencing, such as habitat restoration on moorland. However, where an exception applies you must still complete a notice of exemption and send it to the Planning Inspectorate.

If consent is needed it applies equally to new works or where the work is an extension to work with an existing consent.

To be given consent, the work you propose will need to comply with the Secretary of State's [Common land consents policy](#).

Read [Carrying out works on common land](#) to find out more information on the type of work that requires consent, where exemptions might apply and the application process.

## **3.5 Applying for woodland creation and maintenance on land currently in Environmental Stewardship (ES)**

You can apply for a Woodland Creation and Maintenance grant on land currently in Environmental Stewardship (ES). In most cases, you will be able to remove your land from ES without penalty to join Woodland Creation and Maintenance.

Your land will be eligible for a woodland creation and maintenance grant, if the new application:

- is an environmental improvement, and
- (if applicable) any remaining parts of your Environmental Stewardship agreement still deliver coherent environmental objectives.

If your land meets these requirements, you will be able to enter the Woodland Creation and Maintenance grant without having to repay all or part of your Environmental Stewardship payments.

You will need to carefully consider which options you would like to include in your application and, if applicable, consider how the remaining parts of your land deliver against environmental objectives. We recommend these options are assessed early in the application process and that you highlight to the Forestry Commission, Natural England and RPA if any of the land proposed for inclusion in a Woodland Creation and Maintenance application is still in an Environmental Stewardship agreement.

If your land does not meet these requirements, you will have to either:



- Wait for the ES agreement to expire and then apply for a Woodland Creation and Maintenance agreement; or
- Repay all/part of the ES grant funding (amounts as determined by the RPA) and apply for Woodland Creation and Maintenance agreement.

If you need to split a land parcel that is in an ES agreement in order to facilitate entry into Woodland Creation and Maintenance, you will need to request this using an RLE1 form. Read about how to do this in the [RLE1 guidance](#) on GOV.UK.

If you need to remove land parcels from an ES agreement, you will need to fill in a LTA1 form. Refer to Contact details to find out how to request an LTA1 form.

You need to send the RPA your completed LTA1 and RLE1 forms before the application can go through the monthly scoring round.

If you have any questions about this process or would like further information, please contact the RPA who will direct your query to the relevant Natural England ES team (to discuss your Environmental Stewardship agreement) [and a local Forestry Commission Woodland Officer. You can find the contact details at the end of this document.

## **3.6 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 4.7.1 for more information.

# 4 How to apply

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

1. Register your land on Rural Payments service if you have not already done so and prepare your application. Application documents are available on GOV.UK.
2. Email RPA ([ruralpayments@defra.gov.uk](mailto:ruralpayments@defra.gov.uk) using the email address you've registered on Rural Payments, to ask for a copy of the Annex you need to fill in and send with your application form. Make sure you put 'Send CS WCM annex' in the subject header of the email. You can also call RPA (on 03000 200 301) to ask for a copy.
3. Submit your application to RPA by email or by post. Refer to Section 4.7 for further information
4. RPA carry out checks to make sure your application is complete and eligible.
5. A Forestry Commission Woodland Officer will visit your site, carry out consultation and/or assessment if required and agree any changes to your application with you.
6. Send your final application and any necessary supporting evidence and documentation to the Forestry Commission. The form must be signed if sending by post, but a signature is not required if sending by email. Send LTA1 and RLE1 forms to the RPA if the application includes land in an ES agreement. You do not need to send any consents with your application but you must obtain consent before you carry out any work where a consent is needed. We may ask to see evidence of this.
7. Forestry Commission set the clearing score for final applications. RPA send an agreement offer to the highest scoring applications.
8. You can accept or reject the agreement offer – if you accept you have 2 calendar years to complete capital works from the agreement start date.
9. Send your final claim (and any consents) for the woodland creation part of the grant to RPA within 2 years and 3 months of the agreement start date (that is, 3 months after the agreement end date). You must have paid for the capital items that you are claiming for, and the payment must have left your bank account before you send us your claim.
10. If you are eligible and once we have paid your final Woodland Creation claim, we will send you your Woodland Maintenance agreement. We will write to you to confirm whether or not you want to enter into the Woodland Maintenance element of your agreement.

## 4.1 Application deadline

You can apply for a Woodland Creation and Maintenance grant at any time. The grant is open throughout the year.

## 4.2 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 Rural Payments and you must give 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 AA1234 5678). 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 find more information about this at [Register land with the Rural Land Register](#).

If any of the land parcels on the Rural Payments service need to be split to accommodate new woodland, you will need to fill in an RLE1 form and send it to RPA. Please note the use of marker posts or stones may be needed when splitting land parcels for woodland creation. You can find guidance on splitting land parcels including marking permanent boundaries to split land parcels at [RLE1 form and guidance](#). You must have sent your completed RLE1 forms to RPA for action before your application can go through the monthly scoring round.

## 4.3 Application methods

You can submit your application by email or post.

The Countryside Stewardship Woodland Creation and Maintenance application form is available at Countryside Stewardship forms. If you cannot download the application form, please contact us. Use the guidance available at 'How to complete your Woodland Creation and Maintenance Application Form' to help you fill in the application form.

You also need to fill in a Woodland Creation and Maintenance Annex and send this to us with your application form. Email [ruralpayments@defra.gov.uk](mailto:ruralpayments@defra.gov.uk) to get a copy of this.

Before making your application please read the Terms and Conditions found in Annex 1 of this manual.

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 or business) you do not need to print the relevant section(s) and form(s) to sign and scan the documents back into your computer.

## 4.4 Prepare a map to accompany your application

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

## 4.5 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 6.3. We may ask to see this evidence.

### 4.5.1 Planning Consent

You will need to check if any permissions or consents are needed before you begin any work. Your local planning authority can give you informal advice on whether a proposal needs planning consent. There is also general guidance on planning available at [Planning practice guidance](#).

You will need to check with the local planning authority and relevant highways authority (if relevant), if permitted development rights apply to any woodland infrastructure (FY2) you wish to include in your application. This will determine if full planning consent is needed and which authority (Local Planning Authority or the Forestry Commission) will be responsible for a decision on whether consent is needed under the Environmental Impact Assessment Regulations. You will need to send evidence of the planning authority's position on roads with your application.

### Site of Special Scientific Interest (including National Nature Reserves)

One-to-one technical advice for Woodland Creation and Maintenance agreements 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.

## 4.5.2 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.

If your application includes Capital Item Leaky Woody Dam (items RP32 and RP33) it will need approval from the Environment Agency or Lead Local Flood Authority. You can find more information about this in the Capital Item Leaky Woody Dam section.

For consents which affect protected species you may need to plan around seasonal activity. If this is the case it's important you arrange the consents well in advance.

If the work affects priority habitats (which may not be SSSIs), you may need to consider the impact on these even if you do not need consent.

## 4.5.3 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.

## 4.6 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 5.5
- a Countryside Stewardship: land ownership and control form, if applicable
- any other supporting documents we ask for.

The form is available at [Countryside Stewardship forms](#). You will need to contact RPA to request a copy of the annex.

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

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

## 4.7 Before you submit your application

Read this Countryside Stewardship manual and the Terms and Conditions below 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).

### 4.7.1 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.

## 4.8 Submitting your application

You can email your application and supporting information to: [ruralpayments@defra.gov.uk](mailto: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 Creation and Maintenance grant application, 2021, [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.

## 4.9 After applying

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

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

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

# 5 How it works

This section provides information about the main elements of the CS Woodland Creation and Maintenance grant.

A Forestry Commission Woodland Officer will assess your application to make sure that the proposed tree planting is appropriate.

To support this you will need to prepare a woodland creation plan.

## 5.1 Prepare a woodland creation plan

The plan forms part of the Woodland Creation annex which you send as part of your application. Your Woodland Creation plan must meet the [UK Forestry Standard \(UKFS\)](#) and associated guidelines.

On your Woodland Creation plan you need to record the objectives for the new woodland and give key details such as the tree species you plan to plant and their abundance, percentage open space and the planting density. The planting density (measured in 'stems per hectare') varies depending on the species choice and objectives of the proposed agreement.

The [Woodland Wildlife Toolkit](#) can provide an aid to identifying local species priorities and includes advice on woodland creation.

Please note:

- In your Woodland Creation plan you need to give the reasoning for the capital items that support the tree planting (TE4), for example, protection requirements.
- To receive support under the Woodland Creation and Maintenance grant, the planting density must reach a minimum of 1,100 stems per hectare. There can be exceptions (for example 400 stems/ha for woodland creation specifically to encourage black grouse, and greater densities, with variable spacing, near watercourses), but you must agree the planting density proposed with the Forestry Commission Woodland Officer.
- Your proposed woodland must contribute to either biodiversity objectives and/or water objectives and you will need to describe the objective(s) for woodland creation (for example, planting for water, planting for biodiversity or planting for combined objectives) in your Woodland Creation plan. You can find guidelines on planting for biodiversity and water in the Woodland creation objectives and woodland design of this manual.

You will also need to record information on any constraints to woodland creation in the Woodland Creation plan and show how you have considered these in the woodland's design. To do this you will need to acknowledge and consider environmental sensitivity, protected species and designations in and around the proposed site and any impacts the proposed scheme may have.



You need to make sure the capital works in your application will not damage important features such as priority habitats and historic or archaeological features on or next to where the work will take place. You will also need to consider if the work impacts land or features outside the site boundary. This may mean you need to speak to neighbours and interested parties to explain the work. You should consult with neighbours and interested parties before you send your initial application.

If the work requires planning around seasonal activity, you must make sure you plan this well in advance.

We also encourage you to speak to local archaeological organisations to get supporting advice for your application. Previously developed Historic Environment Records (HER) which were used to inform Farm Environment Plans or Historic Environment Farm Environment Records (HEFER) for previous CS Higher Tier applications may also provide information on any historic features you need to consider in your application.

If you are in a National Park you may be able to receive free advice from your local National Park Authority.

A Forestry Commission Woodland Officer will check these details when they review your application. This information will mean the Forestry Commission can assess the proposal under the Environmental Impact Assessment (Forestry) (England and Wales) Regulations 1999. You can find more information about this online at [Environmental Impact Assessments for woodland](#). The check we carry out at this stage does not confirm the details are correct. We (or the Forestry Commission Woodland Officer) may ask you for more information at a later date or recovery money we've already paid you if we find an issue.

### **5.1.1 Woodland Creation Planning Grant**

If your woodland creation is over 5 hectares in area, it may be eligible for a Woodland Creation Planning Grant (WCPG). WCPG contributes towards the costs of gathering and analysing the information land managers need to consider to make sure their proposals for productive multi-purpose woodland take account of any impacts on: biodiversity, landscape, water, the historic environment and local stakeholders.

Under WCPG you must produce a UK Forestry Standard compliant plan for creating the woodland that shows how you have taken into account any constraints and opportunities.

WCPG is not part of Countryside Stewardship and has a separate application process. If you have applied for WCPG you must have the WCPG Stage 1 checklist approved by the Forestry Commission before you apply for a Woodland Creation grant under Countryside Stewardship. The Woodland Creation design plan you produced under WCPG must be approved before you send the final application for the Countryside Stewardship Woodland Creation grant. You can find more information at [Woodland Creation Planning Grant](#).

## 5.2 Planting area thresholds, open space and tree specifications

To be eligible for a Woodland Creation and Maintenance agreement, your application must meet the thresholds in the table below. To use the lower threshold you need to write to us to explain the exceptional circumstances which apply in your case before you submit your application. If we accept the circumstances are exceptional we will confirm that you can use the lower threshold.

	<b>General eligibility threshold</b>	<b>Lower threshold Only applicable in exceptional and fully justified cases. Planting as part of measures for water quality or flood prevention.</b>
<b>Minimum area per application</b>	3 hectares	1 hectare
<b>Minimum block size</b>	0.5 hectares	0.1 hectares
<b>Minimum width</b>	20 metres	10 metres

You must limit integral woodland open space to 20% of the total woodland area and the individual areas of open space cannot exceed 0.5 hectares in width. We will not consider open areas larger than this as 'woodland' or as part of the woodland. Open space includes woodland tracks, rides, way leaves and other permanent open areas.

In order for a species to be eligible under Woodland Creation it must have at least one woody stem that is capable of achieving a total height of five metres on a given site. In certain situations natural site constraints may limit the height of species and this will be taken into account.

The following species are not eligible and cannot be funded under this grant:

- Gorse (*Ulex europaeus*)
- Rhododendron (*Rhododendron* spp.)
- Sea buckthorn (*Hippophae rhamnoides*)
- Laurel (all members of the Lauraceae family and cherry laurel)

## 5.3 Choose capital items, land area and planting specifications

The capital items you can use for the woodland creation element of your Woodland Creation and Maintenance agreement are listed in the table below. The primary item is TE4 (Tree planting).

To reduce the risk of introducing or spreading harmful plant pests and diseases, it is important to source biosecure planting stock (preferably grown in the UK). We would

encourage the use of plants from Plant Healthy certified nurseries where possible. Plant Healthy is a certification scheme designed to make sure that people who grow and handle plants have suitable biosecurity standards in place. You can find [more information about the Plant Healthy Certification Scheme](#) on the Plant healthy website.

You must use the Woodland Creation application annex to record the capital items you want to include in each land parcel (for example number of trees, shelters or length of fencing). Capital Item FY2: woodland infrastructure is an agreement level item and you need to also record that in the application annex, including details of road specification and quotes.

You can choose items from the capital items listed in the below table. Each has a payment rate which is the value of a one-off payment that will be paid towards the cost of that item or activity. Once you have an agreement you must maintain your capital items for 5 years from the date of final payment. Read [Countryside Stewardship grants](#) for full details on each capital item.

<b>Code</b>	<b>Capital items for use in Woodland Creation</b>	<b>Payment Rate</b>	<b>Aim</b>	<b>Additional notes</b>	<b>Mandatory or optional?</b>
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 the Forestry Commission Woodland Officer	Mandatory
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 Forestry Commission Woodland Officer	Optional

<b>Code</b>	<b>Capital items for use in Woodland Creation</b>	<b>Payment Rate</b>	<b>Aim</b>	<b>Additional notes</b>	<b>Mandatory or optional?</b>
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 the Forestry Commission Woodland Officer.	Optional
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 the Forestry Commission Woodland Officer.	Optional

<b>Code</b>	<b>Capital items for use in Woodland Creation</b>	<b>Payment Rate</b>	<b>Aim</b>	<b>Additional notes</b>	<b>Mandatory or optional?</b>
FG4	Rabbit fencing supplement	£2.50/m	Supplement to fencing (FG1), sheep netting (FG2), or deer fence (FG9) to exclude rabbits to help protect environmental features	This supplement can only be used with 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 the Forestry Commission Woodland Officer	Optional

<b>Code</b>	<b>Capital items for use in Woodland Creation</b>	<b>Payment Rate</b>	<b>Aim</b>	<b>Additional notes</b>	<b>Mandatory or optional?</b>
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 with 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 the Forestry Commission Woodland Officer	Optional
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 the Forestry Commission Woodland Officer.	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

<b>Code</b>	<b>Capital items for use in Woodland Creation</b>	<b>Payment Rate</b>	<b>Aim</b>	<b>Additional notes</b>	<b>Mandatory or optional?</b>
FG14	Badger gate	£135/gate	Provide badgers unrestricted access to either side of a newly erected fence, which crosses known badger routes	This supplement can only be used with 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
FG16	Deer pedestrian gate	£271.50/gate	To install a deer proof pedestrian gate within the deer fence to allow access and/or enable woodland management	When used in combination with the item FG9, the pedestrian gate (FG16) must be deer proof	Optional

<b>Code</b>	<b>Capital items for use in Woodland Creation</b>	<b>Payment Rate</b>	<b>Aim</b>	<b>Additional notes</b>	<b>Mandatory or optional?</b>
FG17	Deer vehicle gate	£344.60/gate	To install a deer proof vehicle gate within the deer fence to allow access and/or enable woodland management.	When used in combination with the item FG9, the vehicle gate (FG17) must be deer proof	Optional
BN12	Stone Wall Restoration	£25/m	Rebuilt stone wall which will help to control livestock and conserve traditional landscapes	To be used on walls where at least one-third of the original height has to be dismantled and rebuilt in order to complete the restoration.	
BN13	Top Wiring – Stone Wall	£3.60/m	Where there is already a wall protecting a site this item can be used to provide additional height for deer/ large mammal protection	To be used on top of walls to keep out stock and deer from new woodland planting where appropriate and agreed with the Forestry Commission Woodland Officer	Optional



<b>Code</b>	<b>Capital items for use in Woodland Creation</b>	<b>Payment Rate</b>	<b>Aim</b>	<b>Additional notes</b>	<b>Mandatory or optional?</b>
BN14	Stone Wall Supplement – Stone from Quarry	£44/m	To make sure that wall restoration can be finished where there isn't enough reusable stone on-farm. Stone must be sourced from an off-site quarry		Optional
RP32	Small Leaky Woody Dam (1-3m)	£461.39/dam	To be used as part of a scheme designed to reduce flood risk and with the approval of the Environment Agency and/or Lead Local Flood Authority	To support this item, PA2 Feasibility Study can be used. This is a standalone item and can only be used with written permission which you got from Natural England before you applied for Woodland Creation.	Optional

Code	Capital items for use in Woodland Creation	Payment Rate	Aim	Additional notes	Mandatory or optional?
RP33	Large Leaky Woody Dam (3-5m)	£764.43/dam	To be used as part of a scheme designed to reduce flood risk and with the approval of the Environment Agency and/or Lead Local Flood Authority	To support this item, PA2 Feasibility Study can be used. This is a standalone item and can only be used with written permission which you got from Natural England before you applied for Woodland Creation.	Optional
FY2	Woodland Infrastructure	40% of actual cost (based on the selected quote)	To be used to support the planting and maintenance of new woodland	This item may need planning permission and if you must send evidence of this with your claim.	Optional

You can find more information on woodland infrastructure (FY2) and more on indicative designs for small and large leaky woody dams (RP32 and RP33) in the relevant sections below.

## 5.4 Payments for the Woodland Creation and Maintenance grant

Payments under Woodland Creation and Maintenance are different depending on which part of the agreement you are being paid for.

### 5.4.1 Woodland Creation

The payment that you receive will depend on the capital items or option you have selected. The payment is a contribution towards the costs of carrying out the work.

Payments under the woodland creation element of your Woodland Creation and Maintenance agreement are subject to a cap that limits the amount that can be paid. The cap is taken as an average per hectare across the whole application. The payment cap is £6,800 per hectare. If you use the excel spreadsheet version of the

Woodland Creation and Maintenance application annex, this will be calculated automatically.

If the average value of your application per hectare is more than £6,800, you will need to work with us to reduce the average value of your application by reducing the number of capital items to £6,800 per hectare.

You will need to work with your Forestry Commission Woodland Officer to make sure you understand what you need to do to prepare a credible woodland creation scheme (that is, that you have included all necessary tree protection measures) and how this relates to the payment cap.

In addition to costs for planting and protection, you can receive 40% of actual costs for capital item woodland infrastructure (item FY2) and fixed costs for small and large leaky woody dams (items RP32 and RP33). These items are not subject to the cap of £6,800 per hectare but your Woodland Creation plan needs to set out the reasons for including these items in your application.

## **5.4.2 Woodland Maintenance**

To support the successful establishment and ongoing maintenance of new woodland, the Woodland Creation and Maintenance agreement offers a multi-annual payment of £200 per hectare for a period of 10 years.

If you are eligible, and provided that you have met the objectives of the Woodland Creation element (capital agreement), you will be sent a letter to confirm that you wish to enter into a multi-annual payment agreement (woodland maintenance element).

The maintenance agreement will start on 1 January of the year after your creation agreement has ended.

We must receive your claim form by midnight on 15 May each year, unless this falls on a weekend or bank holiday, in which case we must receive your claim form by midnight on the next working day. Read section 8.4 for more information.

During the ten years of maintenance payments you must abide by the agreement. If you do not it may result in recovery of payments, including those made during the woodland creation element of the agreement.

No break clause is available at the five-year point as the funded Management must be in place for the full ten years of the agreement. However, if you are offered a place in Environmental Land Management you may be able to terminate your agreement early at the end of the calendar year.

If there is a change in land ownership or other change in land management control (for example, you sell the land under a Woodland Creation and Maintenance grant agreement) you cannot transfer the woodland creation element of the grant agreement (read section 7.7).

However, we will consider requests to transfer the maintenance element of a Woodland Creation and Maintenance agreement to another party. You can find more details about this in section 7.7.

As a Woodland Creation and Maintenance agreement holder you are subject to maintenance requirements on your newly planted woodland for 5 years from the final payment for capital works. This is regardless of whether or not you are eligible for, or opted out of, annual maintenance payments.

If any of the capital items in your Woodland Creation and Maintenance grant agreement are not maintained during the durability requirement (read section 2.2) we may recover monies from you.

### **Higher Tier requirements**

As this is a Higher Tier option of the Countryside Stewardship you must comply with the mandatory elements of the Higher Tier. These are set out in the following sections of the Higher Tier manual:

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

You should also be familiar with the Terms and Conditions of the Higher Tier.

Work can start on or after the 1 January agreement start date. For information on the records you need to keep, read the [WD1: Woodland creation - maintenance payments option guide](#).

## **5.5 Score form**

You are responsible for filling in the score form in the Woodland Creation and Maintenance annex. Points are available for the following objectives:

- biodiversity (priority habitats and priority species)
- water (quality and flood risk)
- 'cross-cutting' (including climate change mitigation, adaptation and partnership working)

The size of the application affects the score - a larger area of planting gets a higher score as does an application which scores under multiple objectives.

Each initial application needs to reach a minimum threshold score of 12 points to be eligible for further processing and must achieve points against biodiversity and/or water. Cross-cutting objectives (for example, climate change) can also achieve points, but each application must score against biodiversity and/or water as a minimum.

Because scoring is based on area you will need to identify the area within the priority areas for biodiversity or water. You can check this using the [Forestry Commission map browser and Land Information Search \(LIS\)](#). Scoring also takes into account the design of the woodland.

You can find information on how to design woodland that is priority habitat, reduces flood risk or improves water quality on the [Forestry Commission National Archives](#). You can [request advice from your Catchment Sensitive Farming \(CSF\) Officer](#) on woodland for water quality objectives, only available if you are in a High Priority Area for Water Quality.

You can find information on Impact Risk Zones (IRZs) around Sites of Special Scientific Interest (SSSIs) that may be affected by water quality on [MAGIC website](#).

## 5.6 Prepare a map for your application

You need to provide a map which shows all areas of proposed woodland creation and associated 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 (see 5.6.1).

You can create the application map yourself (as long as it meets the standards in 5.6.1), or you can request one from the [Forestry Commission map request service](#). The agreement map needs to reflect the details recorded in the Woodland Creation and Maintenance annex, showing:

- all land parcels and their land parcel reference numbers
- the location of capital items applied for and the location of proposed maintenance work. Please list WD1 next to any area of maintenance.
- any areas of open space within the area proposed for grant support. Integral open space must be limited to 20% of the total woodland area and individual areas of open space must not be more than 0.5ha. Areas larger than this can only be proposed in exceptional circumstances and you should discuss this with your FC officer. Open space includes forest tracks, rides, wayleaves and other permanent open areas.
- other relevant information outlined in section 5.6.1.

As part of your application, supporting maps for the woodland creation plan should contain more detailed information about the woodland creation, for example, stocking density, species, rides and open areas (read section 5.6.1 for more information). Supporting maps should be based on OS based maps and/or Geographical Information System (GIS)-generated digital maps. Maps must be based on a scale of 1:2,500 or 1:5,000 or for large schemes 1:10,000. If you are using a GIS based map, add a scale bar to the map so that this can be used to measure lengths. 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 requirements or the minimum standards outlined in 5.6.1, the RPA will send you a new base map. You will need to complete this map to the minimum standard.

If you use the Forestry Commission map request service, you can highlight any existing Environmental Stewardship (ES) agreements on the land parcels proposed for tree planting. This means we can discuss initial eligibility issues with you. There

will be more detailed eligibility checks undertaken throughout the application process.

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

### **5.6.1 Minimum mapping standards**

When creating your application map (or marking capital items on the base map 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 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 will send you a base map to mark up and return.

### **5.6.2 Additional Maps**

You can and should provide additional maps to support your woodland creation plan. These maps should be based on an appropriate OS map (you can use the Forestry Commission map request service if needed) and include the following items:

- planting design - showing species

- water courses and open water
- access tracks to be created and maintained
- open ground map - showing and identifying features that justify/support internal open space for example, Public Right of Way, rides/tracks, wayleaves and so on.

You can see examples of a Site Appraisal Plan and Concept Design Plan at [Create woodland: overview](#).

If you are including capital item FY2 in your application you must include a map showing the route of the proposed infrastructure, following the standards in section 5.6.1.

## 5.7 Authorising an agent

You can complete the application and claim forms yourself or authorise an agent.

If an agent will be acting on behalf of the business to complete an application and/or claim forms, you need to give them the appropriate permission levels within the Rural Payments Service.

If you have previously authorised an agent using the paper agent authorisation form you must now use the Rural Payments service to set the appropriate permission levels for the agent.

There is [information on permissions in Rural Payments](#).

## 5.8 Why applications may be rejected

We may reject your application at any stage if:

- you do not provide the information and evidence needed for a complete application
- the application:
  - does not meet eligibility criteria
  - at initial submission, does not achieve minimum score (12 points)
  - after final submission, does not score highly enough to be prioritised against the available budget in the clearing round
  - does not meet the UK Forestry Standard and associated guidelines
  - is likely to cause harm to the environment.

We will also reject your application if you do not provide all necessary supporting evidence within the required timescale or we find an issue at a later date, for example we find a potential environmental issue after the agreement has gone live.

## 5.9 Restrictions on agricultural activity in woodland areas

You cannot use any land subject to a Woodland Creation and Maintenance agreement for any agricultural activity, unless you have been granted permission by your Woodland Officer. This must last for a period of at least 5 years following the final capital payment or the period of any maintenance payments – whichever is longer. Once the Woodland Creation and Maintenance agreement starts the land is considered non-agricultural (regardless of when the trees are planted) because this is the point at which land is set aside for non-agricultural use. At this point you must submit an RLE1 form to notify the Rural Payments Agency (RPA) and register the land as a permanent non-agricultural area with an effective date of 1 January the following year.

Providing you meet all eligibility requirements, you can continue to claim Basic Payment Scheme (BPS) on land in the Woodland Creation and Maintenance grant agreement. If applicable, you will be required to take action to continue to correctly claim BPS after tree planting. You can find more information on claiming BPS with Woodland Creation and Maintenance in section 8. Read general advice on how woodland grant agreements affect BPS eligibility in [Guidance on woodland grant schemes and BPS: operations note 42](#).

## 5.10 How we process your application

Before you can submit your final application the following must take place:

- A Forestry Commission Woodland Officer must visit your site to review the application with you. They will check that the woodland design is appropriate and meets the UK Forestry Standard and check that the items you applied for are suitable.
- The Forestry Commission will publicise the proposals on [Public registers and consultation on forestry projects](#) to make sure the local community knows about and can comment on the proposals to create a new woodland.
- Consultation with any statutory consultees (organisations which must be notified or provide consent for the tree planting).

This means it will take at least 5-6 months for us to process your application. Timescales vary because each application is different, but we will process your application as quickly as possible. An application which involves the amendment of an existing Environmental Stewardship agreement, which requires consent or agreement from other parties because of potential impacts on designated sites and which includes the woodland infrastructure option (FY2) can take longer. During peak periods of work – such as when Forestry Commission Woodland Officers are negotiating Higher Tier applications from May to September - it may take longer for us to process your application.

The more preparatory work you can do to provide a detailed woodland creation plan based on prior engagement with key stakeholders the better, as it will help us to



process your application. Contact your Forestry Commission Woodland Officer as early as possible to receive advice and guidance to develop your application and understand how long it will take for us to process it. Site visits needed as part of the application process can be carried out before you send your initial application. We recommend a joint site visit between you, Forestry Commission and any relevant statutory bodies if the application may need consent or agreement from other parties.

If you want to include the woodland infrastructure (FY2) item in your application you must confirm whether permitted development rights apply to the proposed road with your local planning authority (and relevant highways authority, as needed) as early as possible. You need to keep evidence that you have done this and send it with your claim. Where planning permission is required you will need to have this consent before you do the work and provide evidence of this when you submit your claim for FY2. If you are applying for FY2 you will also need to provide three quotes for the work. You must send this with your final application. If you provide this information earlier it will help us process your application quicker.

If your application is successful we will offer you a Woodland Creation and Maintenance grant agreement once we have completed the final checks, ranked your application and set the clearing score (see section 3.9). If your applicant is unsuccessful we will let you know after we have ranked it.

## **5.11 Your agreement start date**

The woodland creation element of your agreement will start on the first of the month after the clearing score has been set (see section 3.9), However, so you can maximise the period of the planting seasons after you have ordered plants, you can defer the start date of your agreement for up to 6 months (after you submit your final application).

It is likely to take at least 5 to 6 months for your initial application to reach the point when you can submit a final application.

For example, an agreement offered following an initial application made in February 2021 and fully processed within 5 months would be issued with a start date of 1 July 2021. This start date would need the work to be completed by 30 June 2023. To provide time to order the plants and then maximise the planting periods after this, the agreement start date could be deferred from the point of final application by 6 months. In this example if the final application is submitted in February 2021 the agreement start date could be deferred until 1 August 2021, this would provide the full 21/22 and 22/23 planting seasons to complete the work.

You can ask to defer your start date in your application annex. If you do, we will try to defer it. You should discuss the likely start date with your Forestry Commission Woodland Officer.

The woodland maintenance element of your agreement will begin once your final capital claim has been paid. You may choose to opt out of this element of the agreement if you wish.

# 6 Scheme requirements and procedures

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

‘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.

If your application is successful we will send you an agreement offer letter.

## 6.1 Entering into an Agreement

There are two elements to the agreement for this grant.

1. The woodland creation element of the agreement
2. The woodland maintenance element of the agreement.

If you want to accept the Woodland Creation and Maintenance agreement, 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. You may also need to apply to Natural England for Site of Special Scientific Interest (SSSI) consent, if applicable (read para. 4.5.1). Your agreement cannot start until that consent is granted by Natural England.

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.

If you are eligible, we will send you the woodland maintenance element of the agreement after your payment for your final woodland creation claim.

## 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. The 7 year period starts when each agreement has ended:

- If your agreement continues with the maintenance element of this grant, the 7 year period begins from the end of the 10 year maintenance period.
- If your agreement only covers the creation element of this grant, the 7 year period begins from the end of the 5 year durability period.

All records kept 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 you ordered or bought items before the start of the agreement or you carried out part or all of the work before, or after, the agreement period.

## **6.3 Evidence: Record keeping and environmental outcome site visit 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 environmental outcome site visit. 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 environmental outcome site visit.

#### **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.

### **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**

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.

### **6.4.1 Summary**

You must follow the requirements below.

#### **a. Application stage**

You need to take and retain dated photographs showing where works will take place. Your photographs must meet the required standards, explained below.

#### **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 field parcel where the works are taking place, the 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 OS Ref Capital item code\_Date\_Name\_SBI\_Image number.

Save digital images under the label outlined above.

## **6.5 Publicity requirements**

The Terms and 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 you were unable to meet the scheme rules.

Force majeure or exceptional circumstances may include, but are not limited to:

- the death or long-term professional incapacity of the Agreement Holder
- a severe natural disaster gravely affecting the holding
- the accidental destruction of livestock buildings on the holding
- an epizootic or a plant disease affecting part or all of the Agreement Holder's crops, trees or livestock
- expropriation of all or a large part of the holding (provided that the expropriation could not have been anticipated at the time the application for funding was made).

We will consider the facts to decide whether or not the Agreement Holder is relieved of all or part of their obligations under the agreement, and whether all or part of the grant should be withheld or repaid.

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

# 7 Agreement management

The terms and conditions cover Woodland Creation and Maintenance applications received from 9 February 2021.

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

## 7.1 Amendments

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

It's important that there is consistent management during the period of your agreements to make sure that the environmental benefits are achieved. We will therefore only agree to changes that are necessary to achieve the objectives of the scheme.

You should contact us if you would like to discuss an amendment to your agreement. We must agree to the request before you make any changes and we will write to tell you if your request is successful. The amendment will not be valid until you have received a letter from us agreeing to the amendment and advising you of the date from which it will take effect. You must continue to manage your agreement under the existing prescriptions until the date the amendment takes effect.

## Variation of agreements

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

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

## Minor and temporary adjustments to agreement management

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

You must apply for permission to do this and we must grant permission before you stop any work, or you carry out any additional work. Failure to do so is a breach of the agreement and may be subject to recoveries.

You can request a minor and temporary adjustment to the management requirements set out in the agreement by filling in a [Minor and Temporary Adjustment form](#) on GOV.UK.

Once you have filled in the form, you need to return it to us by email to [ruralpayments@defra.gov.uk](mailto:ruralpayments@defra.gov.uk). If you are unable to access the internet you can call us and request a paper form. We'll send you a form to fill in and return to us by post (see below for our contact details).

Permission is not automatic and we require a reasonable time to consider any request.

In most cases we will deal with simple, straightforward cases within 20 working days of receiving your form. We will deal with more complicated cases as quickly as possible, although we may need to contact you to clarify details. If you act without written or conditional permission, recoveries and/or reductions for a breach of agreement may be applied.

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

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

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

We cannot approve a minor and temporary adjustment to an agreement if this is likely to, or will, lead to a breach of legislation, general scheme requirements, eligibility conditions, or the cross compliance rules.

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

## **7.2 Agreement Holders using own labour or contractors for capital works**

### **7.2.1 Using own labour for multi year management options and 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.

Please note that payment is reduced if you use your own labour for capital item FY2 (Woodland Infrastructure). Refer to the Capital Item FY2: Woodland Infrastructure (Further Information) section for further information.

## **7.2.2 Using contractors for multi year management options and 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.

You must keep records of the work carried out by contractors in either paper or electronic form, for the full period of the agreement and for at least 7 years after your agreement has ended. You must also produce these records if we ask you to.

## **7.3 Making a claim for payment**

You should sign into the Rural Payments Service and submit a claim online.

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

If you cannot make a claim online, contact us to ask for a claim form.

### **7.3.1 Woodland Creation**

You can submit a claim for reimbursement of capital items at any time of the year, but we must receive the final claim within 3 months of the end date of the Woodland Creation element of your agreement.

#### **7.3.1.1 Summary**

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. 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 from us
- we must receive your claim and 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.

### **7.3.1.2 Submitting claims for capital items**

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

You can find guidance on how to submit a payment claim online at [How to make a capital or revenue claim for Countryside Stewardship](#).

You must keep evidence that the work is finished. Section 6.4 explains the photographic evidence you need to keep and you can find details of the individual option requirements at [Countryside Stewardship grants](#).

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 (read section 2.2).

### **7.3.2 Woodland Maintenance**

We must receive your payment claims for the woodland maintenance element of this grant by midnight on 15 May of the relevant claim year.

We must receive your first claim in the first year of your maintenance agreement, regardless of the agreement start date; for example, if the agreement's start date is in April, the claim form must be received by 15 May in the following month, not in the following year.

If 15 May is on a Bank Holiday, other public holiday or weekend the deadline is the next working day.

If you miss the 15 May deadline, you can make a late payment claim until midnight on 9 June but we will apply a reduction. For each working day your payment claim is late, we will apply a 1% reduction to your payment.

If 9 June is on a Bank Holiday, other public holiday or weekend, you can make a late payment claim until midnight on the next working day.

You cannot make payment claims after midnight on 9 June (apart from in cases of force majeure). Your payment claim must include any paperwork needed to support your claim.

You can find more information at [WD1: Woodland creation - maintenance payments](#).

### **7.3.3 Payment for multi-year management options**

We check your claim to make sure that it is correct and may visit you to review how you are carrying out the option(s) in your agreement. If your claim is correct we will pay you. If we need to make reductions to your claim, we will apply these to your payment. In most cases we make annual payments for multi-year management options in one instalment.

We usually start making payments for multi-year management options in the December following the claim, up until June.

### **7.3.4 The impact of transfers on claims**

If you are in the process of buying or selling land, you need to consider the rules on who should submit a claim. Read Section 6.8 of this manual if you are:

- an Agreement Holder in the process of selling all or part of the land under agreement and transferring the agreement management obligations for this land to the purchaser
- buying land from an Agreement Holder and taking on the agreement management obligations from the seller.

It will depend on whether the land transfer takes place before, on, or after 15 May, as to who should submit claims and who will receive payment.

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

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

If you tell us about a transfer by 15 May, the transferee can claim BPS. However, if you tell us after 15 May, we make:

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

### **7.3.5 Claims from land managers with multiple agreements**

If your business covers a number of farms but is managed as a single unit, or uses one Single Business Identifier (SBI) number, you can have more than one agreement for that SBI. If you have multiple agreements in place, you must submit a separate multi-year CS payment claim in the usual way, but must also submit a separate over-arching declaration covering all of the agreements before we can pay any of the multi-year claims.

### **7.3.6 Changing a claim after it has been received**

You can change an annual maintenance payment claim up to midnight on 31 May without us having to apply a reduction. If you make a change between 1 June and midnight 9 June, we will apply a 1% reduction to the land parcel and option which the change relates to.

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

- cases of force majeure
- where you withdraw all or part of a claim, or
- obvious error

### **7.3.7 Payments for all agreements**

We (RPA) will make all payments directly into the Agreement Holder's nominated bank account.

## 7.4 Scheme checks and site visits

We are required to make sure that Countryside Stewardship is properly controlled, to protect public money. To support this we undertake administrative checks and site visits to monitor Agreement Holder compliance with the rules governing their agreements (and cross compliance on the whole holding) and the success of Countryside Stewardship overall.

We undertake three main checks:

- administrative record checks
- agreement monitoring visits
- environmental outcome site visits.

You must allow the RPA (or their authorised representatives or auditors) to access your land or premises to carry out Countryside Stewardship site visits. Other UK public authorities may also visit you to make sure you are meeting cross compliance requirements. Natural England, the Forestry Commission or Historic England may also visit your site to monitor environmental progress or check you are following specific management.

You must help and 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 Countryside Stewardship terms and conditions, and you may face recovery, suspension or termination of your agreement.

### 7.4.1 Administrative record checks

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

If you do not provide records when asked, or there are discrepancies, we will treat this as a breach of your agreement. It is your responsibility to keep such records if you want to rely on this to support your claim.

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. We may also ask you to send dated photographs for some land management options. We will give reasonable advance notice of when you should take the photographs and the final date for return of records.

### 7.4.2 Agreement monitoring visits

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

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

### **7.4.3 Environmental outcome site visits**

Each year, we will carry out site visits on a sample of agreements, to make sure environmental aims are being delivered and scheme aims or requirements have been met.

You must follow the requirements for the specific item, including any specifications you need to adhere to and retain any records that are required to support your claim.

If at the visit we find a breach of the rules, we may apply reductions (read Section 7.5). You can find more information on visits at Agreement holders' information on GOV.UK.

### **7.4.4 Refusal or withdrawal of support claimed**

In certain cases we may refuse or withdrawn in full the support claimed. We will do this if we think that 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.

### **7.4.5 Cross compliance**

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

If you do not receive BPS payments, and your only agri-environment or woodland agreement is the Woodland Creation and Maintenance agreement, you do not need to follow the cross compliance rules during the initial woodland creation stage of the agreement. However, you must follow cross compliance rules once the Maintenance element of your Woodland Creation agreement starts.

If you are required to follow cross compliance rules and we find a breach of these rules anywhere on your holding (including associated common land) by any of the following, we will inform the relevant body responsible:

- you
- others acting under your control
- anyone with access to the holding under the terms of an agreement including contractors, employees or family members.

The cross compliance guide changes annually, so you need to read the latest version of the Guide to Cross Compliance in England to find out about cross compliance rules.

## **7.5 Recoveries and reductions**

### **7.5.1 Breaches of Agreement**

If you breach the terms of your agreement or you do not meet the eligibility criteria on all or part of your agreement land, 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.

If you are concerned that you may not be able to deliver all of the capital works in the agreement you should contact your local Forestry Commission Woodland Officer to discuss any implications on the agreement.

### **7.5.2 Over-declaration of expenditure**

If we receive 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.

## **7.6 Change of ownership**

### **7.6.1 Woodland Creation**

You cannot transfer your agreement.

If you sell or let, all or part of the land under your Woodland Creation 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.

### **7.6.2 Woodland Maintenance**

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

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

If we approve the transfer request, any options associated with the transferred land parcels will have a stand-alone Countryside Stewardship agreement on the same terms and conditions. You cannot re-negotiate the agreement at the point of transfer and cannot add the land under the agreement to another agri-environment agreement.

The agreement will expire at the end of the original agreement term.

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

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

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

If either of the following apply we will terminate the agreement for that land:

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

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

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

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

## **7.7 Disputes, appeals and complaints**

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

### **7.7.1 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 at: [Complaints procedure](#).

# Annex 1: Countryside Stewardship Terms and Conditions

The terms and conditions of Countryside Stewardship

## 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 grant agreements made under the 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 available on [www.gov.uk](http://www.gov.uk). The Agreement Holder must familiarise themselves with this document and ensure compliance with all mandatory elements of the Countryside Stewardship Manual as a condition of receiving the Grant.

(F) In the event of any conflict between these terms and conditions and the documents referred to in paragraphs (D) and (E) above, these terms and conditions shall prevail, followed by the Agreement Document, the supporting documents referred to in the Agreement Document, and then the Countryside Stewardship Manual.



# 1 Definitions and interpretation

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

<b>Definition</b>	<b>Interpretation</b>
<b>Agreement Document:</b>	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.
<b>Agreement End Date:</b>	the date on which the Agreement comes to an end, as set out in the Agreement Document.
<b>Agreement Land:</b>	the land parcels described in the Agreement Document and identified on the Agreement Map(s), and any land parcels where rotational options are active in a particular year.
<b>Agreement Map(s):</b>	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.
<b>Agreement Start Date:</b>	the date on which the Agreement commences, as set out in the Agreement Document.
<b>Break Point Date:</b>	the fifth (5th), tenth (10th) or fifteenth (15th) anniversary of the Agreement Start Date, where applicable.
<b>Capital Item(s):</b>	the capital activities the Agreement Holder is required to carry out, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map).
<b>Controller:</b>	has the meaning given in the UK General Data Protection Regulation and Data Protection Act 2018 or any legislation or regulation which replaces relevant EU law as a consequence of the UK leaving the European Union.
<b>Countryside Stewardship or the Scheme:</b>	a scheme run by the Authority on behalf of the Managing Authority in accordance with the Countryside Stewardship (England) Regulations 2020 (as amended) and Section 98 of the Environment Act 1995, which provides that grant funding may be provided for activities conducive to either: 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.

<b>Definition</b>	<b>Interpretation</b>
<b>Countryside Stewardship Manual:</b>	document which sets 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 <a href="http://www.gov.uk">www.gov.uk</a> and as further described in clause 5
<b>Cross Compliance Requirements:</b>	rules that farmers and land managers must follow on their land, as referred to in the Countryside Stewardship Manual and as set out in 'The guide to cross compliance in England' (both as may be re-issued, updated or amended from time to time). We will publish any changes to the requirements and any replacement for cross compliance on <a href="http://www.gov.uk">www.gov.uk</a> .
<b>Data Protection Legislation means:</b>	(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
<b>Forestry Commission:</b>	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.
<b>Grant:</b>	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.
<b>Holding:</b>	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.
<b>Intellectual Property Rights:</b>	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.
<b>Joint Controllers:</b>	where two or more Controllers jointly determine the purposes and means of processing.
<b>Managing Authority:</b>	the Department for Environment, Food and Rural Affairs (DEFRA), which has overall responsibility for the Countryside Stewardship scheme.

<b>Definition</b>	<b>Interpretation</b>
<b>Multi-Year Option(s):</b>	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).
<b>Natural England:</b>	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.
<b>Option End Date:</b>	the date on which the relevant Multi-Year Option comes to an end, as set out in the Agreement Document.
<b>Option Start Date:</b>	the date on which the relevant Multi-Year Option commences, as set out in the Agreement Document.
<b>Payment Claim:</b>	a claim submitted by the Agreement Holder for payment of all or part the Grant where applicable.
<b>Personal Data:</b>	has the meaning given to it in the Data Protection Legislation
<b>Working Day:</b>	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 ensure compliance with the Cross Compliance Requirements where applicable on its Holding for the duration of the Agreement. Any failure by the Agreement Holder to ensure compliance 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.

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. Subject to any extension in accordance with clause 7, the Multi-Year Option will expire after the Option End Date 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 in writing within 90 days of the date of transfer 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, recovered 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 as amended;
- (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—
  - the European Union,
  - Parliament, or
  - 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.

## **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 the Authority or the Managing 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 written instructions issued to the Agreement Holder by the Authority or its authorised representative.

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 Authority and/or the Managing Authority may acknowledge the Agreement Holder's involvement in the Scheme as appropriate without prior notice.

14.4 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 and their obligations under Data Protection Legislation, 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 may 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.

# Woodland creation objectives and woodland design

Find out about woodland creation objectives and woodland design.

## Woodland creation objectives and woodland design

To receive grant support the new woodland must contribute to either biodiversity objectives and/or water objectives. You will be asked to describe the objective(s) for woodland creation (for example, planting for water/planting for biodiversity/planting for both objectives) in the Woodland Creation plan section of the Woodland Creation annex.

## Guidelines on planting for biodiversity objectives

The majority of new woodland should be made up of native species but you can include a proportion of non-native or advancing/honorary species as follows:

- up to 20% of the species mix can be non-native, and
- up to 20% of the native species can be 'advancing' or 'honorary' natives

For more information on these terms, read the [Managing ancient and native woodland in England guide](#).

Protecting, connecting and expanding existing native woodland by planting in close proximity to woodland will receive points through the scoring process (see section 5.5 (Score form)). The Forestry Commission will review the location of your woodland creation proposal and its proximity to other native or ancient woodlands to validate the score.

The [Woodland Wildlife Toolkit](#) can provide an aid to identifying local species priorities and includes advice on woodland creation.

## Species choice

Tree species selection for new woodland creation should aim to mimic the appropriate natural woodland community. To achieve this it is essential to select tree species suitable for the site. We recommend that you use the [Ecological Site Classification Decision Support System \(ESC-DSS\)](#). This tool helps you to get an indication of the appropriate National Vegetation Classification (NVC) for the site and associated woodland tree species.

The species you select to create the new woodland must take into account any phytosanitary (plant health) restrictions or measures in place relating to preventing the introduction and spread of invasive tree pests and diseases, as well as the potential impact of existing threats. You must also consider how you can implement

appropriate biosecurity measures for the project and site, such as procuring trees for planting from pest- and disease-free areas. You can find information on [Tree pests and diseases](#) and biosecurity in [Prevent the introduction and spread of tree pests and diseases](#) guides on GOV.UK.

We would encourage the use of plants from Plant Healthy certified nurseries where possible. Plant Healthy is a certification scheme designed to make sure that people who grow and handle plants have suitable biosecurity standards in place. You can find [more information about the Plant Healthy Certification Scheme](#) on the Plant healthy website.

## Planting design

Your design of new native woodland should consider how it will accommodate features of interest not suitable for tree planting such as historic monuments or priority habitats. There is guidance on the forest design process in the UK Forestry Standard and [Practice Guide on Design techniques for forest management planning](#). Prepare a site appraisal and concept design plan as this will help the design process. You can find examples of these plans on GOV.UK at: [Create woodland: overview](#).

If your woodland is over 10 hectares you can apply for a Woodland Creation Planning Grant to help with this work - read section 5.1.1.

We recommend you consider innovative tree planting patterns to create a combination of clumps and open space to introduce variation by changing the following characteristics:

- mixture of species within clumps, distribution and size of clumps
- spacing between trees within clumps
- spacing between trees and shrubs in adjacent clumps
- distance between clumps
- size and distribution of open areas

The design of new native woodland should consider how the design will be laid out on the ground and what the practical implications are for the trees' after-care during the establishment and maintenance phases.

## Guidelines on planting for water objectives

Appropriately located and designed new woodland can help reduce flood risk and/or diffuse water pollution. The ability of trees to deliver water benefits depends on the location of the new woodland as follows:

- Wider catchment woodland - planting here can help reduce fertiliser and pesticide usage; protect sensitive soils from disturbance and erosion; increase infiltration and reduce water runoff; and intercept sediment and chemical pollutants in run-off, reducing the delivery of pollutants to watercourses.



- Riparian woodland - planting along watercourses can create a buffer between rivers and the adjacent land, intercepting and removing nutrient pollutants and sediment in run-off; providing a barrier to pesticide spray drift; protecting river banks from disturbance and erosion; slowing flood flows; and providing shade to reduce thermal stress to fish and other aquatic life.
- Floodplain woodland - planting here can act as a partial barrier to a river when in flood. This helps to slow flood flows and encourages the deposition of sediment and the retention of pollutants on the floodplain.
- Cross-slope woodland – planting of smaller areas (typically belts) of woodland (all types) across hill slopes. Cross-slope woodlands can intercept pollutants and reduce rapid runoff from higher land. They can also encourage infiltration and increase the soil's water storage capacity.

In some circumstances, woodland creation can have a negative impact on water resources and/or water quality. In some parts of England, the high water use of conifers and short rotation energy crops can threaten local water supplies and river flows, while the ability of woodland canopies to 'scavenge' acid pollutants from the atmosphere can exacerbate surface water acidification. In others reduced river flows can be detrimental to water-dependent protected sites.

Where the scale and type of woodland planting suggests these might be an issue, you should seek advice from available data published online, the Environment Agency, local water company and/or Natural England and use the advice received to inform the woodland creation proposal.

## **Additional air quality objectives**

If you are in a water quality area, your planting can also contribute to air quality objectives. Trees/woodland should be planted as tree shelter belts to capture ammonia emissions from livestock housing or on-farm slurry/digestate stores. Priority will be given to planting woodland/tree shelter belts that will effectively capture ammonia emissions from farming and protect a designated site, for example within an Impact Risk Zone of a Site of Special Scientific Interest (SSSI) that is notified for species sensitive to ammonia or nitrogen deposition. Species sensitive to ammonia include lichens and mosses.

Advice on the location, design and species of the tree/woodland areas to be planted can be requested from your Catchment Sensitive Farming Officer, only available if you are in a High Priority Area for Water or Air Quality, you can [request advice on the location, design and species of the tree/woodland areas to be planted](#) from your Catchment Sensitive Farming Officer.

For further guidance, you can use the [tree calculator for ammonia mitigation](#)

# List of eligible capital items

This table contains a list of capital items available under the Woodland Creation and Maintenance grant

<b>Code</b>	<b>Capital item</b>	<b>Payment Rate</b>
TE4	Tree planting	£1.28/tree
TE5	Individual tree shelter	£1.60/unit
FG1	Fencing	£4/m
FG2	Sheep netting	£4.90/m
FG4	Rabbit fencing supplement	£2.50/m
FG5	Fencing supplement - difficult site	£1.24/m
FG9	Deer fencing	£7.20/m
FG12	Wooden field gate or wooden wings	£390/gate
FG14	Badger gate	£135/gate
FG15	Water Gates	£240/Gate
FG16	Deer Pedestrian Gate	£271.50
FG17	Deer Vehicle Gate	£344.60
BN12	Stone Wall Restoration	£25 / m
BN13	Top Wiring – Stone Wall	£3.60/m
BN14	Stone Wall Supplement	£44 / m
RP32	Small Leaky Woody Dam (1-3m)	£461.39/dam
RP33	Large Leaky Woody Dam (3-5m)	£764.43/dam
FY2	Woodland Infrastructure	40% of actual cost

# Capital Item FY2: Woodland Infrastructure (Further Information)

Find out more information about Capital Item FY2: Woodland Infrastructure

## Overview

This capital item supports improving the management of the woodland through making woodland accessible by road, allowing timber and other forest products to be moved more easily or to support the establishment of new woodland.

Under this item we will pay 40% of actual costs (including VAT and agent's fees, where applicable). If you are using your own labour to complete this item, we will pay 80% of the 40% value.

We must receive at least three written quotes with your application and when you submit your claim you will need to provide receipted invoices that show you have made the payment (and that funds have already left your account).

You can find the guide to support this item on GOV.UK at: [FY2: Woodland infrastructure](#).

## Key points

Your Woodland Creation plan must identify the need for the proposed access to support the establishment of the new woodland and your application map must clearly show the proposed location of the infrastructure.

Once you have an agreement you will need to prepare a detailed specification, tailored to the site. The specification needs to set out the work that will be carried out on site showing due consideration to the soil conditions on the site.

The specification needs to meet the Forestry Commission's Construction, Design and management (CDM) regulations for forest roads and tracks. For more information please read [Roads and tracks: operations note 25](#).

You need to provide a clear rationale as to the roading specification selected and the Forestry Commission will assess this.

Before applying for this item you must notify your local planning authority so they can check whether the work can be classified as a permitted development. This process requires you to submit a description of the work to the Local Authority. For more information read: [Planning permission for farms](#).

Where the proposed road crosses a watercourse or uses culverts during construction, use or maintenance you'll need to obtain consent for work from the Local Planning Authority (or internal drainage boards within an internal drainage district).

If the road requires access to the public highway then you may need to notify the relevant highways authority too. You must send a copy of the Local Planning Authority's advice and any permits with your application.

The Forestry Commission will decide whether the work requires consent under the Environmental Impact Assessment (Forestry) Regulations. This is dependent on whether the proposal will have a significant effect on the environment. You can find more information about this in the [Environmental Impact Assessments for woodland: overview](#).

The infrastructure under item FY2 does not require scoring as a stand-alone item when applied for as part of a Woodland Creation grant.

The Woodland Creation cap of £6,800 per hectare does not include the infrastructure item (FY2) and associated capital items such as gates for new entrance points or culverts/drainage requirements.

You can use item FY2 on land outside of planting area, for example, for access reasons. However, you must have full management control of the land and the land must be registered to your SBI. You must agree the need for such access with your Forestry Commission Woodland Officer. If the infrastructure crosses land that is not being planted as part of the new woodland creation then this land needs to be free of any obligation in relation to Environmental Stewardship grants.

# Capital Items RP32 and RP33: Small & Large Leaky Woody Dams (Further Information)

Find out more information about capital Items RP32 and RP33: Small and large leaky woody dams

## Capital Items RP32 and RP33: Small & Large Leaky Woody Dams

If you are considering an application that includes capital items RP32 or RP33 you can apply for a separate standalone capital item PA2: Feasibility Study to get support before you apply. This will help to make sure the RP32 and RP33 are designed and located correctly for flood risk management.

To get this standalone capital item (PA2) you need written permission from Natural England. You can find more information on GOV.UK at: [PA2: Feasibility study](#).

## RP32 and RP33: Small and Large Leaky Woody Dams

For capital items RP32 and RP33 you will receive a fixed amount.

Capital item	Amount per dam
RP32: Small Leaky Woody Dam	£461.39
RP33: Large Leaky Woody Dam	£764.42

## Where to use these items

You can only use these items:

- in catchments targeted for flood risk measures
- for dams in streams and river channels between 1m and 2.99m (RP32) and between 3m and 5m (RP33)
- where approved by the Environment Agency or Lead Local Flood Authority

You can find more information and guidance on GOV.UK at:

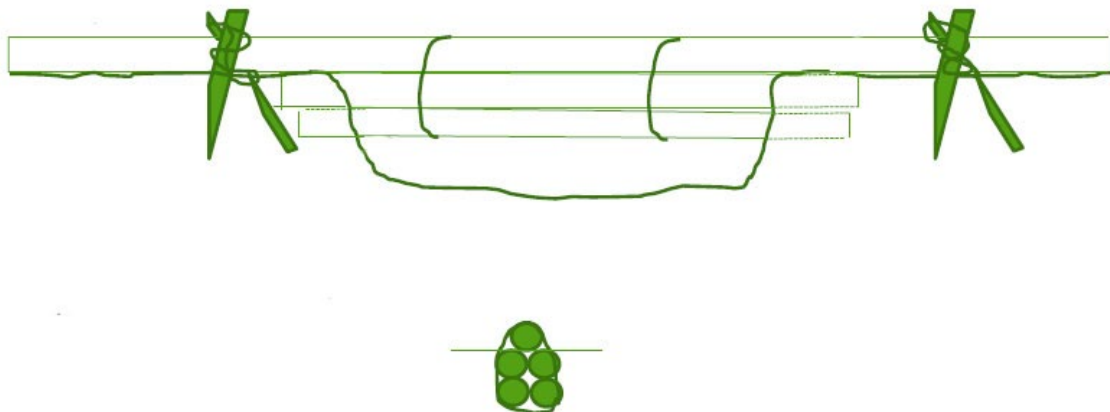
- [RP32: Small leaky woody dams](#)
- [RP33: Large leaky woody dams](#)

# Indicative Design for Leaky Woody Dams

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

Indicative design for 1 to 3 metres wide, leaky woody dam

1. A cross section view of a 3 log high woody dam shows the arrangement of the stacked logs – 2 logs at the base with another 2 logs directly on top of them. The final log is at the top of the log stack, positioned in the dip between the 2 logs below it. Ground level is shown as being between the second row of logs from the bottom and the top log.
2. The base of the lower logs is positioned at mid-point between the channel bed and bank top, to permit the unhindered passage of low-medium flows and fish. There is scope for adjusting the size of the lower gap to maximise the effectiveness of the dam in relation to critical flood flows.
3. The lower logs are slotted 50cm into the bank on either side of the channel or braced against a bankside tree or stump. There are 2 rows of logs installed for added strength, one behind the other.
4. The top log is positioned on top of bank and extends 3 to 4 metres out onto either side of the floodplain to enhance flood water storage
5. The top log is secured into place using cross stakes driven into the ground and wired together. Bundle of 5 logs also fixed together with wire.

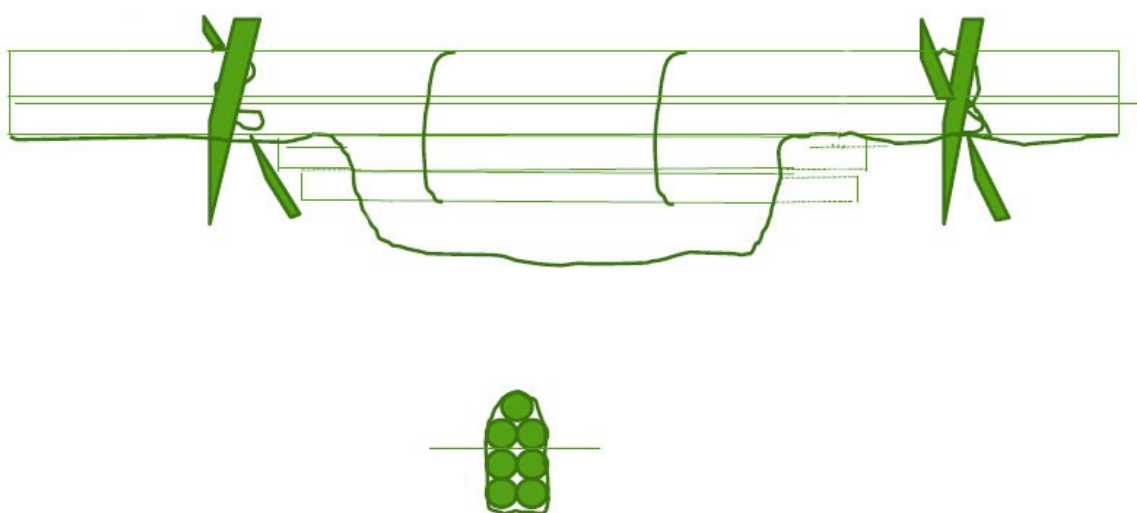


## Large leaky woody dam (RP33) – 3m to 5m wide

Indicative design for 3 to 5 metres wide, leaky woody dam

1. A cross section view of a 4 log high woody dam shows the arrangement of the stacked logs – 2 logs at the base with another 2 logs directly on top of them, then another 2 logs directly on top of those. The final log is at the top of the log stack, positioned in the dip between the 2 logs below it. Ground level is shown as being between the second and third row of logs from the bottom.

2. The base of the lower logs is positioned at mid-point between the channel bed and bank top, to permit the unhindered passage of low-medium flows and fish. There is scope for adjusting the size of the lower gap to maximise the effectiveness of the dam in relation to critical flood flows.
3. The lower logs are slotted 50cm into the bank on either side of the channel or braced against a bankside tree or stump. There are 2 rows of logs installed for added strength, one behind the other.
4. The top 2 logs are positioned on top of bank and extend 5 to 6 metres out onto either side of the floodplain to enhance flood water storage. There are 2 rows of logs used at ground level for added stability.
5. The top 2 logs are secured into place using cross stakes driven into the ground and wired together. Bundle of 7 logs also fixed together with wire.



# Contact details

Contact details for the Woodland Creation and Maintenance 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 Creation and Maintenance grant by email to:

[ruralpayments@defra.gov.uk](mailto:ruralpayments@defra.gov.uk), or by post to:

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

If you choose to apply by post, you must also email your Woodland Creation and Maintenance annex to the relevant email address below.

## 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](mailto:ruralpayments@defra.gov.uk) or telephone: 03000 200 301

## Forestry Commission contacts

Forestry Commission Woodland Officers provide technical advice on woodland creation applications after you've submitted your initial application.

Contact your local Forestry Commission Woodland Officers before you make your application. Woodland Officers will give you advice and let you know if you need to provide more information with your application.

You can find contact details on GOV.UK at: [Office access and opening times](#).