



Rural Payments
Agency

Countryside Stewardship 2021: Capital Grants manual (from 9 February 2021)

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Countryside Stewardship: Capital Grants manual (from 9 February 2021)

This manual explains what you need to do to apply for Countryside Stewardship Capital Grants. It's a two-year grant for capital works in three areas: boundaries, trees and orchards; water quality and air quality to deliver specific environmental benefits.

Be aware of 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. We strongly advise anyone who receives such a request not to open the link and delete the item.

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
 - 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
- Action Fraud (the UK's national reporting centre for fraud and cyber-crime) on 0300 123 2040.

Key dates for Countryside Stewardship Capital Grants

Important dates for Countryside Stewardship Capital Grants.

Date	Information
9 February	Application window opens for CS Capital Grants
30 April (midnight)	Deadline for submitting CS Capital Grants applications

Introduction

This Capital Grants Scheme is part of Countryside Stewardship. It's a two-year grant for capital works in three areas: boundaries, trees and orchards; water quality and air quality to deliver specific environmental benefits. This manual explains what you need to do to apply for a grant.

Agricultural Transition

We will continue to offer Countryside Stewardship agreements in 2022, 2023 and 2024. This includes capital grants.

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.

Countryside Stewardship Capital Grants are for a maximum of 2 years. Agreements will start from the first of the month after we've completed our checks. The exact start date of the agreement will be set out in the Agreement Document.

Important information

This is the first year that capital works agreements will be running under domestic legislation. We have introduced some changes this year to the capital grants offer under Countryside Stewardship, bringing the Water Quality and Hedgerows and Boundaries grants together and expanding the number of capital items available to 67.

These are grouped into 3 categories:

- Boundaries, Trees and Orchards;
- Water Quality; and
- Air Quality.

The maximum total amount of funding for any application has increased from £10,000 to £60,000 but there is a limit of £20,000 for each of the 3 groups.

You can apply online for this grant and also apply separately for a Mid Tier Wildlife Offer.

You can only submit one application for each farm business (that is a single business identifier (SBI) connected to a farm business).

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.

The Countryside Stewardship scheme

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

If you are a farmer or other land manager, you can apply for the new Countryside Stewardship Capital Grants and access a range of capital items. There are capital items designed to help restore existing farm boundaries and those that aim to improve water and air quality, either directly or indirectly. You can do this as a standalone application, or in support of a Mid Tier Wildlife Offer.

Choosing the right capital items to reduce losses of key water pollutants and ammonia from your farm will help you to improve the quality of water and air on your farm, and in your local area. This manual explains what you need to do to apply for the CS Capital Grants element of Countryside Stewardship ('the Scheme'). It also

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

Countryside Stewardship Agreement

A Countryside Stewardship agreement comprises of:

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

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

Mandatory parts of the CS Capital Grants manual

The mandatory elements of this manual are:

- Section 2: How it works
- Section 3: Who can apply and what land is eligible
- Section 6: Scheme requirements and procedures
- Section 7: Agreement Management.

More information

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

1 Scheme Overview

This manual explains what you need to do to apply for a Capital Grant and any additional requirements and processes which you must follow.

Countryside Stewardship 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 Creation and Maintenance grant supports new woodland and its longer-term maintenance
- The Woodland Management Plan grant to help create a UK Forestry Standard (UKFS) compliant 10 year woodland management plan
- The Woodland Tree Health grant to help restore and improve tree health
- The Facilitation Fund to support individuals and organisations working with local groups of farmers and land managers, and co-ordinate their environmental land management.

Woodland Tree Health and Woodland Management Plan grants are not competitive.

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

Countryside Stewardship supports Defra's Strategic Objective of 'a cleaner, healthier environment, benefiting people and the economy'. It also supports Defra's 25 year environment plan 'for our country to be the healthiest, most beautiful place in the world to live, work and bring up a family'.

1.1 CS Capital Grants environmental 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

2 How it works

This section provides information about the main elements of the CS Capital Grants.

You must read and meet the requirements detailed in this section as these are mandatory for CS Capital Grants agreement holders.

These grants are standalone capital grants available under Countryside Stewardship which can be used to support and complement the Wildlife Offers. They are split into three groups - Boundaries, Trees and Orchards (including the former HBG options), Water Quality, and Air Quality.

You can submit an application from 9 February 2021. We must receive it on or before 30 April 2021.

You can only submit one application for each farm business (that is a single business identifier (SBI) connected to a farm business). The maximum grant available for any application is £60,000. However, there is a limit of £20,000 within each option grouping as shown below.

Group	Limit
Boundaries, Trees and Orchards	£20,000 maximum
Water Quality	£20,000 maximum
Air Quality	£20,000 maximum

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

You cannot normally have a land parcel in both a CS Capital Grants agreement and another Countryside Stewardship agreement at the same time. An exception to this is that you can include a land parcel in both a CS Capital Grants agreement and a Countryside Stewardship (Mid Tier) Wildlife Offer agreement at the same time, provided there is no conflict in the requirements for each agreement. This is because Wildlife Offer agreements do not include any capital items.

2.1 Capital items available

There are now 67 capital items available. They are split into three groups - Boundaries, Trees and Orchards (the former HBG options), Water Quality, and Air Quality.

Use the [Countryside Stewardship online grant finder](#) which gives a description and essential requirements for each capital item. This includes eligibility and evidence requirements..

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

Some capital items require Catchment Sensitive Farming Officer (CSFO) approval. These are listed in the Annex 2. If you apply for these and do not have approval, we will remove them from your application. Your land must also be in a Countryside Stewardship High Priority Area for Water or Air Quality. For more information about CSFO approval go to Annex 2.

2.2 Agreement period

Agreements are for a maximum of 2 years. Agreements will start from the first of the month after we've completed our checks. The exact start date of the agreement will be set out in the Agreement Document.

You must keep all capital items funded through this scheme in the condition and to the specification set out in your agreement for 5 years from the start date of your agreement.

Section 7.3 explains this 'durability requirement'. You can make one (or more) claims for payment during the 2 years of the agreement and can make a final claim within 3 months of the end of the agreement (read section 7.3 for more information).

Once you have received the final payment under your agreement, you can make another CS Capital Grants application.

2.3 How applications are selected

The scheme is competitive and your application could be subject to assessment of its environmental value. If the scheme is oversubscribed, we will publish further details on how we will assess applications.

2.4 What the grant does not cover

The CS Capital Grants do not cover:

- maintenance of farm boundaries
- creating new farm boundaries
- any capital works done (or materials ordered) before the agreement starts
- planning application fees or other transactional fees
- agent fees or other advisory fees

- meeting legal requirements, including planning conditions and tenancy agreements
- any works on a Site of Special Scientific Interest or Scheduled Monument (including any works on the boundary of these sites)
- any works on common land
- any works undertaken as part of another grant or obligation (read section 3.3).

3 Who can apply

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

3.1 Eligible land

3.1.1 What land you can enter into the scheme

You can only submit one application for each farm business (that is a single business identifier (SBI) connected to a farm business).

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

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

3.1.2 Land parcels and boundaries which are not eligible

The following are not eligible for the scheme.

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

- Land in a Site of Special Scientific Interest or Scheduled Monument (including the boundaries of these sites).
- Land parcels already in existing agreements are also not eligible for the scheme.
- Countryside Stewardship Mid Tier (except land parcels in a Countryside Stewardship Wildlife Offer which are eligible for CS Capital Grants agreement)
- Countryside Stewardship Higher Tier
- Countryside Stewardship Hedgerows and Boundaries Grant.

3.2 Management Control: eligibility and scheme rules

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

If you do not have full control of the land and all such activities, you must get the written consent of all other parties who have management control of the land and activities for the entire period of the agreement. Read below for more details on how to do this.

3.2.1 Tenants

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

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

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

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

3.2.2 Landlords

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

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

3.2.3 Partnerships

If you are in a business partnership, you can apply for Countryside Stewardship. The person signing the application must have the appropriate permission levels in the [Rural Payments service](#).

3.2.4 Licensors

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

3.2.5 Licensees

If you only have access to land under a licence arrangement, you cannot usually apply for a Countryside Stewardship agreement. This is because a licensee will not have sufficient management control of the land and will be ineligible. However, if in practice, your agreement with the landowner gives you wider land management responsibilities, this may mean you are a tenant not a licensee and you may be eligible. If this is the case, you will need to show that you have sufficient management control of the land and activities to be able to apply.

3.2.6 Land owned by public bodies

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

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

- payment from Exchequer funds

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

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

- Ministry of Defence
- Forestry Commission

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

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

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

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

Body/Organisation	Eligibility	Details
Government departments, executive agencies and NDPBs (for example, Ministry of Defence, Forestry Commission)	Ineligible	Not applicable
Other public bodies (for example, local authorities, National Park authorities and public corporations)	Eligible	Provided the work does not form part of their obligations as a public body
Parish Councils and former college farms	Eligible	Not applicable

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

3.3 Land receiving other funding or under other agreements or obligations

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

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

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

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

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

If you are the Countryside Stewardship applicant, you have to meet the Countryside Stewardship eligibility rules, including having 'management control' of the land included in your Countryside Stewardship application. The BPS applicant must show that they have the same land 'at their disposal' under the BPS rules (and meet BPS eligibility rules). If you have an agreement with another person who uses the land to

apply for BPS, this does not mean that person has the land at their disposal. It is the rights and responsibilities held in relation to the land, and how they operate in practice, which determine this.

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

If you are the Countryside Stewardship applicant, make sure you have a written record before the BPS application deadline in 2022 (usually 15 May but date might change in 2022) that is signed and dated by both parties. This written record could be a tenancy agreement, a letter, or both, which shows:

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

You must also make sure that the 'dual use' land parcels are linked to both SBIs in the digital maps in the Rural Payments service. The BPS applicant may need to transfer the land parcels to you using an electronic or paper RLE1 form. Read about how to do this in the [RLE1 guidance](#) on GOV.UK

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

3.3.2 Environmental Stewardship

Land parcels in Higher Level Stewardship (HLS) are now eligible, providing there is no conflict in the requirements for each agreement.

3.3.3 Countryside Stewardship

You can enter land parcels in a Countryside Stewardship Mid Tier Wildlife Offer agreement into the CS Capital Grants application. This is because the Countryside Stewardship Wildlife Offers do not include any funding for capital works.

However, you cannot enter land parcels in any other form of Countryside Stewardship agreement (Higher Tier, other Mid Tier agreements) into the CS Capital Grants application.

3.3.4 English Woodland Grant Scheme

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

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

3.3.5 Farming Recovery Fund

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

3.3.6 Inheritance tax or Capital Gains exemption

Countryside Stewardship options and capital items may be available on land designated by HM Revenue & Customs (HMRC) as conditionally exempt from Inheritance Tax or as the object of a Maintenance Fund, depending on the specific undertakings and proposed options or capital items.

Read Inheritance tax and capital gains exemption: Countryside Stewardship to find out whether options and capital items are always eligible, or never eligible, or need checking to make sure that options do not overlap with the obligations of the undertakings.

3.3.7 Capital Grants under Countryside Productivity, Growth Programme, LEADER, Water Environment Grant, Woodland Carbon Fund and HS2 Woodland Fund

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

3.4 Business Viability Test

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

4 How to apply

This section gives the information you need to apply for CS Capital Grants.

4.1 CS Capital Grants application route: step by step guide

Step 1 – Before you apply

- Register on the Rural Payments service, if you have not already done so - read section 4.2
- Make sure that you and the land you wish to enter into the grant are eligible – read section 3
- If you prefer to use an agent, you will need to authorise them to act for you – read section 4.3
- Make sure you have Catchment Sensitive Farming Officer (CSFO) approval for the relevant Water and Air Quality capital items. You must contact your CSFO at least 6 weeks before you intend to submit your application otherwise there is no guarantee that your request will be considered. Read section 4.6.2.
- For parcels to be included they must be registered on the Rural Payments service. If you need new land parcel numbers, fill in an RLE1 form and send to us with sketch maps.

Step 2 – Start to fill in your application form

- Start your online application (there is guidance available to help you - read section 4.4.1) or
- If you are unable to submit an online application then you can start an email application by downloading the application form from GOV.UK and read the guidance at section 4.4.2
- If you are unable to email your application, start a postal application by downloading the application form from GOV.UK (there is guidance to help you – read section 4.4.2)
- Choose which capital items to apply for – read section 5
- Request approval, consents and permissions (if applicable) – read section 4.6

Step 3 – Gather your evidence and supporting documents

- Prepare a map to send with your application – read section 4.5

- Get any documents you need to support your application – read sections 4.6 and 6.3
- Keep photographic evidence to support your application as we may ask to see it – read sections 6.3, 6.4 and 6.5
- Make sure you clearly label all photographic evidence – read section 6.6
- We'll only accept supporting documents such as photos or forms, if they are either printed and sent by post or scanned and attached to an email. The maximum size of emails that we can accept is 32MB. For security reasons, we cannot accept discs, USB pen drives or other external storage media.

Step 4 – Fill in and submit the application

- Fill in the remaining sections of your application form. Use the guidance to help you and read section 4.7
- Check your application is complete before you submit it – read section 4.7.1
- Submit your application online, or if you are unable to apply online, by email or by post – read section 4.7.2
- If you submit by email please put 'Application – CS – Capital Grants' in the email subject heading and send it to us at ruralpayments@defra.gov.uk. You must also put your SBI number in your email and check it is on everything you send to us. You can email your completed application without having signed it. Please make sure that you have the correct permission level and that the email address for your business is registered in the Rural Payments service, or the email will be rejected.
- If you are unable to email your application and need to return a paper application, please sign your application form and send it with any supporting documents to: Rural Payments Agency (CS), PO Box 324, Worksop S95 1DF
- Please put your SBI number on everything you send to us. If you submit by post, you must submit the original form that was sent to you as we cannot accept a copy
- Make sure we receive your completed application by 30 April 2021.

4.2 Register with Rural Payments

You must be registered on the [Rural Payments service](#) before you can apply for this grant. Once you're registered, you will receive a Customer Registration Number (CRN) and a Single Business Identifier (SBI). You can find more information on [How to register and update your details on the Rural Payments service](#) on GOV.UK.

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

4.3 Authorise an agent

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

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

Read '[Give someone else permission to act on your behalf](#)' on GOV.UK for more information on the different levels of permission. You should also read the information in the Permission levels screen in the Rural Payments service. This lists what is permitted at each level.

4.4 Application methods

We would encourage you to submit your application online if you can. If you are unable to do so, you can apply by email or by post.

4.4.1 Online

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

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

The application deadline is 30 April 2021. We must receive your online application, map and any supporting documents we ask for by email or post, by this date. If we do not, we will reject your application.

4.4.2 By email or post

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

To help you fill in the application form read the [Countryside Stewardship: How to apply for Capital Grants](#).

If you submit by email, please put 'Application – CS – CS Capital Grants' in the email subject heading. You must also put your SBI number in your email and check it is on everything you send to us. You need to make sure that you have the appropriate permission levels and that the email address for your business is registered in the Rural Payments service.

If you are unable to email your application and need to return a paper application, please sign your application form and send it with any supporting documents to:

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

Please put your SBI number on everything you send to us.

We recommend that you get proof of postage for any documents you send to us by post. You should keep a copy of your completed application form.

We must receive your completed application by 30 April 2021.

4.5 Prepare a map to accompany your application

You must complete your map to a required standard. Please read the Countryside Stewardship: Capital grants - [How to complete maps for your application guide](#)

4.6 Getting consent

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

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

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

4.6.1 Planning Consent

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

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

4.6.2 Catchment Sensitive Farming Officer (CSFO) approval

If you are intending to apply for certain Water and/or Air Quality capital items you must contact your CSFO early as possible before you intend to submit your application. To allow time for the CSFO to consider your application, you must contact them at least 6 weeks before you intend to submit your application otherwise there is no guarantee that your request will be considered.

You can find [CSFO contact details](#) and guidance on finding out whether your land is in a [Countryside Stewardship High Priority Area for Water](#) or Air on GOV.UK.

There is further information on the options that require CSFO approval in Annex 2.

4.6.3 Other consents

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

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

4.6.4 Work on tree and hedges

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

You may need a Forestry Commission Felling Licence to remove trees or manage hedges. You can fell up to 5m³ and sell up to 2m³ of timber without a felling licence each calendar quarter. If you plan to fell more, you must get a felling licence before your agreement offer can be issued. Read more information about [felling licences](#).

You do not need to provide TPO permission or a felling licence with your application, but, if required, you will need to have the consent before you carry out any work. You will need to submit this when you make a claim for this work.

4.6.5 Other considerations

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

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

4.7 Complete and submit your application

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

You also need to send us:

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

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

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

4.7.1 Before you submit your application

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

If you apply online:

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

If you apply by email:

- double check the details in your application form are correct

- read the declaration, undertakings and warning carefully
- enter your name in block letters, your capacity (for example, sole trader, company director, agent and so on) and the date.

If you apply by post:

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

The party/parties who sign the paper application or submit the online application must have the authority to act on behalf of the applicant and have the appropriate permission levels in Rural Payments.

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

4.7.2 Submitting your application

If you apply online, your application is not complete until we have received all the supporting information. This must be received by 30 April 2021.

Send your email application to us at ruralpayments@defra.gov.uk

Send your postal applications (and supporting information if you applied online) to:

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

We recommend that you:

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

4.7.3 After you apply

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

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

If you are successful, we will write to you to make you an agreement offer which cannot be amended. If you want to accept the agreement offer you must sign and

return the declaration by post within 20 working days. If you do not accept your offer in time, it will be withdrawn. If your application is unsuccessful, we will let you know why it was rejected. You will then have the right to appeal to us, as set out in section 7.7.

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

5 Choosing capital items

A description and brief requirements for the capital items under the CS Capital Grants.

5 Choosing capital items

A description and brief requirements for the capital items under the CS Capital Grants are provided below. More detailed information on (and the specific requirements for) these items are available on the [Countryside Stewardship online grant finder](#).

You can select multiple options from the three different groups. The maximum grant available is £60,000. However, there is a limit of £20,000 within each option group.

Boundaries, Trees and Orchards option group

Code	Option	Payment Rate	Option Group classification	Supplement?	CSFO approval required?
BN1	Stone-faced bank repair	£31/m	Boundaries Trees and Orchards	N/A	N
BN2	Stone-faced bank restoration	£86/m	Boundaries Trees and Orchards	N/A	N
BN3	Earth bank creation	£13.50/m	Boundaries Trees and Orchards	N/A	N
BN4	Earth bank restoration	£7/m	Boundaries Trees and Orchards	N/A	N
BN5	Hedgerow laying	£9.40/m	Boundaries Trees and Orchards	N/A	N
BN6	Hedgerow coppicing	£4/m	Boundaries Trees and Orchards	N/A	N

Code	Option	Payment Rate	Option Group classification	Supplement?	CSFO approval required?
BN7	Hedgerow gapping-up	£9.50/m	Boundaries Trees and Orchards	N/A	N
BN8	Hedgerow supplement - casting up	£3/m	Boundaries Trees and Orchards	Yes, only use with BN5 and BN6	N
BN10	Hedgerow supplement - top binding and staking	£3.40/m	Boundaries Trees and Orchards	Yes, only use with BN5	N
BN11	Planting new hedges	£11.60/m	Boundaries Trees and Orchards	N/A	N
BN12	Stone wall restoration	£25/m	Boundaries Trees and Orchards	N/A	N
BN13	Top wiring - stone wall	£3.60/m	Boundaries Trees and Orchards	Yes, only use with BN12	N
BN14	Stone wall supplement - stone from quarry	£44/m	Boundaries Trees and Orchards	Yes, only use with BN12	N
FG12	Wooden field gate	£390/gate	Boundaries Trees and Orchards	N/A	N
FG14	Badger gate	£135/gate	Boundaries Trees and Orchards	N/A	N
TE1	Planting standard hedgerow tree	£8.80/tree	Boundaries Trees and Orchards	N/A	N

Code	Option	Payment Rate	Option Group classification	Supplement?	CSFO approval required?
TE10	Coppicing bankside trees	£52/tree	Boundaries Trees and Orchards	N/A	N
TE11	Tree surgery	£96.50/tree when cutting limbs up to and incl. 20cm diameter £200/tree when cutting limbs over 20cm diameter	Boundaries Trees and Orchards	N/A	N
WB1	Small wildlife box	£28.50/box	Boundaries Trees and Orchards	N/A	N
WB2	Medium wildlife box	£39/box	Boundaries Trees and Orchards	N/A	N
WB3	Large wildlife box	£100/box	Boundaries Trees and Orchards	N/A	N

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

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

Water quality options

Code	Option	Payment Rate	Option Group classification	Supplement?	CSFO approval required?
FG1	Fencing	£4/m	Water Quality	N/A	N
FG2	Sheep netting	£4.90/m	Water Quality	N/A	N
FG3	Permanent electric fencing	£4.90/m	Water Quality	N/A	N
FG4	Rabbit fencing supplement	£2.50/m	Water Quality	Yes (only use with FG1, FG2, FG3)	N
FG15	Water gates	£240/gate	Water Quality	N/A	N
LV3	Hard bases for livestock drinkers	£110/base	Water Quality	N/A	N
LV4	Hard bases for livestock feeders	£170/base	Water Quality	N/A	N
LV5	Pasture pumps and associated pipework	£220/pump	Water Quality	N/A	N
LV6	Ram pumps and associated pipework	£1,480/pump	Water Quality	N/A	N
LV7	Livestock troughs	£110/trough	Water Quality	N/A	N
LV8	Pipework associated with livestock troughs	£2.65/m	Water Quality	N/A	N
RP1	Resurfacing of gateways	£92/gateway	Water Quality	N/A	N

Code	Option	Payment Rate	Option Group classification	Supplement?	CSFO approval required?
RP2	Gateway relocation	£340/gateway	Water Quality	N/A	N
RP3	Watercourse crossings	£300/crossing	Water Quality	N/A	N
RP4	Livestock and machinery hardcore tracks	£33/m	Water Quality	N/A	Y
RP5	Cross drains	£245/drain	Water Quality	N/A	N
RP6	Installation of piped culverts in ditches	£340/culvert	Water Quality	N/A	N
RP7	Sediment ponds and traps	£10/m2	Water Quality	N/A	N
RP9	Earth banks and soil bunds	£155/unit	Water Quality	N/A	N
RP10	Silt filtration dams or seepage barriers	£75/unit	Water Quality	N/A	N
RP11	Swales	£5.95/m2	Water Quality	N/A	N
RP12	Check dams	£42 for each dam	Water Quality	N/A	N
RP13	Yard - underground drainage pipework	£5.50/m	Water Quality	N/A	Y
RP14	Yard inspection pit	£200/unit	Water Quality	N/A	Y
RP15	Concrete yard renewal	£27.14/m2	Water Quality	N/A	Y
RP16	Rainwater goods	£11.40/m	Water Quality	N/A	N

Code	Option	Payment Rate	Option Group classification	Supplement?	CSFO approval required?
RP17	Storage tanks underground	£350/m3	Water Quality	N/A	Y
RP18	Above ground tanks	£100/m3	Water Quality	N/A	Y
RP19	First flush rainwater diverters and downpipe filters	£125/unit	Water Quality	N/A	Y
RP20	Relocation of sheep dips and pens	£3,675/unit	Water Quality	N/A	Y
RP21	Relocation of sheep pens only	£1,830/unit	Water Quality	N/A	Y
RP22	Sheep dip drainage aprons and sumps	£18.25/m2	Water Quality	N/A	Y
RP23	Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	£68/unit	Water Quality	N/A	Y
RP24	Lined biobed plus pesticide loading and washdown area	£118/m2	Water Quality	N/A	Y
RP25	Lined biobed with existing washdown area	£77/m2	Water Quality	N/A	Y
RP26	Biofilters	£990/unit	Water Quality	N/A	N
RP27	Sprayer or applicator load and washdown area	£40/m2	Water Quality	N/A	Y

Code	Option	Payment Rate	Option Group classification	Supplement?	CSFO approval required?
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores, silage stores)	£62/m2	Water Quality	N/A	Y
RP29	Self-supporting covers for slurry and anaerobic digestate stores	£30.50/m2	Water Quality	N/A	Y
RP30	Floating covers for slurry and anaerobic digestate stores and lagoons	£5.60/m2	Water Quality	N/A	Y
WN5	Pond management (100 square metres or less)	£270/pond	Water Quality	N/A	N
WN6	Pond management (more than 100 square metres)	£170/100m2	Water Quality	N/A	N

Air quality options

Code	Option	Payment Rate	Option Group classification	Supplement?	CSFO approval required?
AQ1	Automatic slurry scraper	£2,760 per passageway/channel	Air Quality	N/A	Y
AQ2	Low ammonia emission flooring for livestock buildings	£72/m2	Air Quality	N/A	Y
TE4	Supply and plant a tree	£1.28/tree	Air Quality	N/A	Y
TE5	Supplement for use of individual tree-shelters	£1.60/unit	Air Quality	Yes, only use with TE4	Y

For further information on Water and Air Quality options that require Catchment Sensitive Farming approval, go to Annex 2.

For parcels to be included they must be registered on the Rural Payments service. If you need to register new land parcels, fill in an RLE1 form and send to us with sketch maps.

6 Scheme requirements and procedures

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

6.1 Entering into an Agreement

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

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

Once you have accepted the offer and entered into an agreement, you can only modify, extend or amend the agreement with RPA's consent.

6.2 Record keeping

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

6.3 Evidence: Record keeping and 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 grant finder](#).

6.3.1 When is evidence required?

Evidence to support your application

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

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 environmental outcome site visit, or other checks as described in section 7.4.

After the agreement has ended

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

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

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

6.4 Photographic evidence

For some capital items you need to keep dated photographic evidence. You must have this evidence available on request as we may ask to see it. You can use

photographs with an automatic date stamp, or write the date the photograph was taken on the reverse.

The need for dated photographic evidence depends on the particular capital item, but the following general principles apply. Check the individual option or capital item requirements using [Countryside Stewardship grants](#) (known as the grant finder) on GOV.UK.

For photographic evidence the following general principles apply.

Before work stage

For some capital items you need to take dated photographs and keep them to show where work or management will be undertaken on a particular feature or site. Check the individual option or capital item requirements using [Countryside Stewardship grants](#) (known as the grant finder) on GOV.UK to see if this is the case.

During work stage

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

Code	Capital Item
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LV3	Hard bases for livestock drinkers
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LV4	Hard bases for livestock feeders
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LV5	Pasture pumps and associated pipework
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LV6	Ram pumps and associated pipework
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LV8	Pipework associated with livestock troughs
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RP3	Watercourse crossings
-----	-----------------------

RP4	Livestock and machinery hardcore tracks
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Code	Capital Item
RP6	Installation of piped culverts in ditches
RP7	Sediment ponds and traps
RP9	Earth banks and soil bunds
RP12	Check dams
PR13	Yard - underground drainage pipework
RP14	Yard inspection pit
RP15	Outdoor concrete yard renewal
RP24	Lined biobed plus pesticide loading and washdown area
RP25	Lined biobed with existing washdown area
RP26	Biofilter
RP27	Sprayer or applicator load and washdown area
WN5	Pond management (100 square metres or less)
WN6	Pond management (more than 100 square metres)
AQ1	Automatic slurry scraper
AQ2	Low ammonia emission flooring for livestock buildings

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 'before work' and 'works completed' photographs must be taken from the same position.

You can post or email the information to us using the contact details at the end of this guide, we cannot accept USB/CDs for security reasons as outlined in step 3 in section 4.

6.5 Photographic evidence quality

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

- Quality – photographs must be in focus and clearly show the relevant capital item or environmental feature. If you send your images by email, please send as JPEG files. Digital images should not be smaller than 600 x 400 pixels and ideally the image file size no larger than 400 KB. Printed photographs must be no smaller than 15 cm x 10 cm. Photographs can be in either portrait or landscape.
- Photograph to identify the environmental feature or capital item(s) concerned – it is your responsibility to have sufficient evidence that the investment or required management has taken place. For example, more than one photograph may be needed where the feature or capital item exceeds the frame or is not clearly evident from a single photograph.
- Where possible, include a significant feature to provide authenticity, for example, ditch, fence, farm building, road, telegraph poles.
- Where possible, mark the photographed feature location, and direction from which the photograph has been taken, with an 'X' and an arrow on a copy of a map (or map extract) of the agreement area.
- Where scale or continuity is important, include a feature, or introduce one, for example a quad bike, vehicle or use a sighting pole (2m high with 50cm intervals marked in red and white). Take pictures consistently from the same spot for 'before and after' photographs of the capital item.

6.6 Clearly label photographs

Use the Ordnance Survey (OS) map sheet reference and National Grid reference for the field parcel, followed by the relevant proposed or implemented option or capital item code and, if more than one image is required, the image number.

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

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

6.7 Publicity: requirements

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.

6.8 Force Majeure

You may be unable to meet your requirements under the agreement because of Force Majeure or exceptional circumstances. If this happens, you must write to tell us within 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

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

You must only start work (this includes ordering and paying for materials) on or after the agreement start date because we cannot pay for materials and work before this date. You must keep invoices, receipts, accounts and all other relevant financial documentation, so we can check them, for at least 7 years from the end date of the agreement. These must be dated on or after the agreement start date.

Important information

Don't start work until on or after your start date and once you have accepted the offer.

You must complete all capital works within 2 years of the agreement start date.

We must receive all claims for payment no later than 3 months after the agreement end date. We will not accept claims after this date.

You can only submit your claim after payment for all items or activities on which you are claiming has left your bank account and all works have been carried out.

Part claims are allowed for some but not all items. See section 7.3

7.1 Amendments

You can only modify, extend or amend your agreement with RPA's consent.

7.2 Requirements when using own labour or contractors for capital works

7.2.1 Using own labour to undertake capital works

You can use your own labour or a farm employee's 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 done.

You must keep these records 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.

You must tell the employee(s) about the agreement and its requirements. It is your responsibility to make sure that work carried out using your own labour or a farm employee's labour, does not breach the terms of your agreement. If the employee commits any breaches, you will be responsible for any payment reductions.

7.2.2 Using contractors to carry out capital works

You can employ contractors to carry out the work needed for the 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, 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

CS Capital Grants agreements include a two year programme of capital works. You must complete all capital works within 2 years of the agreement start date. We must receive all claims for payment no later than 3 months after the agreement end date. We will not accept claims after this date.

We will not accept late claims under any circumstances.

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

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

We cannot accept part claims for some water and air quality capital items. These are listed in the table below.

Capital item	Name
RP4	Livestock and machinery hard tracks
RP7	Sediment ponds and traps
RP11	Swales
RP13	Yard – underground drainage pipework
RP15	Concrete yard renewal
RP17	Storage tanks underground
RP18	Above ground tanks
RP22	Sheep dip drainage aprons and sumps
RP24	Lined biobed plus pesticide loading and washdown area
RP25	Lined biobed with existing washdown area
RP27	Sprayer or applicator load and wash-down area
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores, silage stores)
RP29	Self-supporting covers for slurry and anaerobic digestate stores
RP30	Floating covers for slurry and anaerobic digestate stores and lagoons
AQ1	Automatic slurry scraper
AQ2	Low ammonia emission flooring for livestock housing.

Submitting claims

Once the capital works are finished and the payment(s) for the items or activities has left your bank account, you can sign in to the Rural Payments service and submit a claim online.

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

If you cannot make a claim online contact us to ask for a claim form – go to Annex 3 for our contact details.

You must keep evidence to show that the work is finished. Section 6.4 explains the photographic evidence you need and what evidence is needed for individual capital items.

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

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

7.4 Scheme checks and site visits

We are required to make sure that Countryside Stewardship is properly controlled, to protect public money. Site visits are carried out to monitor Agreement Holder compliance with the rules governing their agreements (and cross compliance on the whole holding) and the success of Countryside Stewardship overall. They focus on assessing how the environmental aims are being delivered.

We will check the advice and guidance have been followed and if we think there is an issue that can be resolved, we will offer further advice and guidance or we may deal with any agreement breaches or non-compliances we find in line with Section 7.5 of this manual and the terms and conditions at Annex 1.

We carry out a number of checks on claims:

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

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

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

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

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

7.4.2 Rapid field visits (in situ visits)

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

7.4.3 Agreement monitoring visits

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

7.4.4 Environmental outcome site visits

Each year we will carry out environmental outcome site visits on a sample of agreements to make sure scheme requirements have been met. If we find a breach of the rules, we may apply reductions (read Section 7.5).

7.4.5 Refusal or withdrawal of support

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

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

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

7.4.6 Cross compliance

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

If you do not receive BPS payments or annual revenue payments through any other agreement for Countryside Stewardship, Environmental Stewardship, or Farm Woodland Payments under the English Woodland Grant scheme, then you do not need to follow the cross compliance rules.

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

You can find full details about cross compliance requirements in the current version of the [‘The Guide to Cross Compliance in England’](#).

7.5 Payment reductions

7.5.1 Breaches of Agreement

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

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

7.5.2 Over-declaration of expenditure

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

7.6 Change of ownership

You cannot transfer your agreement during the 2 year agreement period. This rule applies only during the 2 year period from the start of your agreement (not the 5 year requirement to keep capital items funded through the scheme).

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

7.7 How to complain

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

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

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. 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:

Definition	Interpretation
Agreement Document:	the document accompanying these terms and conditions, which describes the Grant to be paid to the Agreement Holder and the Capital Items and/or Multi-Year Options to be undertaken.
Agreement End Date:	the date on which the Agreement comes to an end, as set out in the Agreement Document.
Agreement Land:	the land 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.
Agreement Map(s):	the map(s) accompanying the Agreement Document (or otherwise provided to the Agreement Holder by the Authority), showing the Agreement Land and the agreed location of any Multi-Year Options or Capital Items.
Agreement Start Date:	the date on which the Agreement commences, as set out in the Agreement Document.
Break Point Date:	the fifth (5th), tenth (10th) or fifteenth (15th) anniversary of the Agreement Start Date, where applicable.
Capital Item(s):	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).
Controller:	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.

Definition	Interpretation
Countryside Stewardship or the Scheme:	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.
Countryside Stewardship Manual:	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 www.gov.uk and as further described in clause 5
Cross Compliance Requirements:	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 www.gov.uk .
Data Protection Legislation means:	(i) the General Data Protection Regulation (EU) 2016/679, and any applicable national implementing law as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy (iii) all applicable law about the processing of Personal Data and privacy, including in each case any law which replaces relevant EU law as a consequence of the UK leaving the European Union
Forestry Commission:	a government department responsible for advising the Managing Authority on the protection, expansion and promotion of the sustainable management of woodlands, and providing technical advice to the Authority in support of the Scheme.
Grant:	the sum to be paid to the Agreement Holder under the Agreement, which may include payment to reimburse expenditure on Capital Items and/or payment in respect of income foregone and additional costs under Multi-Year Options.

Definition	Interpretation
Holding:	all units of land managed by the Agreement Holder (including the Agreement Land) which are situated in England and (a) used for agricultural activities or (b) forestry land and other non-agricultural land for which rural development payments are claimed.
Intellectual Property Rights:	all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and know-how however arising for their full term and any renewals and extensions.
Joint Controllers:	where two or more Controllers jointly determine the purposes and means of processing.
Managing Authority:	the Department for Environment, Food and Rural Affairs (DEFRA), which has overall responsibility for the Countryside Stewardship scheme.
Multi-Year Option(s):	the land management the Agreement Holder is required to undertake, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map).
Natural England:	a non-departmental public body, established under the Natural Environment and Rural Communities Act 2006, which has responsibility for advising the Managing Authority on the protection of the natural environment in England, and providing technical advice to the Authority in support of the Scheme.
Option End Date:	the date on which the relevant Multi-Year Option comes to an end, as set out in the Agreement Document.
Option Start Date:	the date on which the relevant Multi-Year Option commences, as set out in the Agreement Document.
Payment Claim:	a claim submitted by the Agreement Holder for payment of all or part the Grant where applicable.
Personal Data:	has the meaning given to it in the Data Protection Legislation
Working Day:	any day other than a Saturday, a Sunday or a public holiday in England

1.1 References to clauses are to the clauses of these terms and conditions. Clause headings shall not affect the interpretation of these terms and conditions.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other gender.

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5 A reference to a public organisation includes a reference to any successor to that public organisation.

1.6 Any words following the terms 'including', 'include', 'in particular' or 'for example' or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2 Agreement Holder's declarations

2.1 The Agreement Holder confirms that:

(a) the declarations made in its application for the Grant remain true and accurate to the best of its knowledge and belief;

(b) it has full capacity and authority to enter into the Agreement;

(c) it is not aware of any circumstances which would prevent it from fulfilling its obligations under the Agreement;

(d) if there are any changes to the Agreement Holder's circumstances which could affect its eligibility or suitability for the Grant or its ability to fulfil its obligations under the Agreement, it will notify the Authority in writing without delay;

(e) it has read and understood and will comply with all mandatory elements of the Countryside Stewardship Manual;

(f) it has not received and will not receive any duplicate funding or allowances from other public sources in respect of the same obligations it is required to undertake under the Agreement;

(g) its obligations under the Agreement do not duplicate and will not duplicate any other legal obligations it would otherwise be required to undertake;

(h) its obligations under the Agreement do not and will not conflict in whole or in part with any other legal or contractual obligations on the Agreement Holder;

(i) it will at all times comply with all relevant legislation in the performance of its obligations under the Agreement.

2.2 The Agreement Holder confirms that it has obtained and will maintain and comply with any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of its obligations under the Agreement, including those set out at paragraph 13 of the Agreement Document. The Agreement Holder understands that the Agreement does not operate as a Site of Special Scientific Interest (SSSI) consent and that if such consent is required it must apply separately in accordance with any instructions provided by Natural England.

2.3 The Agreement Holder understands that the giving of any approval, consent or acknowledgement, or the review of any document or course of action by or on behalf of the Authority does not relieve the Agreement Holder of any of its obligations under the Agreement unless expressly permitted in writing by the Authority.

2.4 The Agreement Holder understands that if they knowingly or recklessly provide false or misleading information or intentionally obstruct or fail to assist any person carrying out public functions in connection with the Agreement, such conduct by the Agreement Holder may result in the Grant being delayed, reduced, recovered or withheld and/or this Agreement being terminated in accordance with clause 19.

2.5 The Agreement Holder shall make its own enquiries as to the accuracy and adequacy of any information on which it relies in connection with the Agreement.

3 Agreement Holder obligations

3.1 In applying for and receiving the Grant, the Agreement Holder agrees to comply with these terms and conditions and the mandatory elements of the Countryside Stewardship Manual.

3.2 The Agreement Holder shall deliver the Capital Item(s) and/or the Multi-Year Option(s) in accordance with the standards and requirements set out in the Agreement Document and Countryside Stewardship Manual (including any relevant time limits) and in the agreed location(s) as identified on the Agreement Map(s).

3.3 The Agreement Holder shall comply with any requirements set out in the Countryside Stewardship Manual to maintain the Capital Item(s) for a minimum duration.

3.4 The Agreement Holder shall 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.

Annex 2: Actions to address water and air quality issues

List of options and capital items that improve water and air quality, either directly or indirectly.

The table below shows a list of capital items that improve water and air quality, either directly or indirectly. You can use this table, along with the other information below, to identify the relevant capital items to address water and air quality priorities in your local area. Choosing the right capital items to reduce losses of key water pollutants and ammonia from your farm will help you to improve the quality of water and air on your farm, and in your local area.

Some capital items are only available in a Countryside Stewardship High Priority Area for Water or Air Quality and with the support and approval of a Catchment Sensitive Farming Officer (CSFO). These items are listed in the second table in this annex.

To receive support and approval from a CSFO, the capital items you apply for must address the water or air pollutants identified as affecting that catchment or area. You will need to clearly show how the pollutants are currently reaching a watercourse or underground aquifer. In the case of air, you will need to identify where the ammonia emissions are coming from, and with both water and air you will need to show how the work you want to do, will prevent these losses. CSFO support will be targeted at those farms where the largest improvements in water and air quality are likely to be achieved. The impact of a water pollutant or ammonia on a sensitive protected site will be considered as part of this.

You will need to show that you have included a suitable range of capital items to prevent the pollutant reaching a watercourse or the atmosphere, for example, rain water goods and drainage to accompany yard concreting. In some cases, work may be needed over a number of years, which means you may need to submit a number of applications. You will need to agree with your CSFO how this work is phased.

You may also need to think about other areas of the farm to make sure that you are addressing the pollutant. For example, if your work is aimed at reducing sediment you may need to think about reducing run off from fields. You may be able to do this by taking advice from a CSFO rather than, or as well as, using Countryside Stewardship options.

If you can show you meet these requirements and are able to offer clear improvements in water and air quality from using Countryside Stewardship water and air quality capital items, you should contact your local [CSFO](#) for support and approval.

Resources to help you choose the right option

1. If you live in an area where improving water and air quality is a high priority, you can get advice from [Catchment Sensitive Farming \(CSF\)](#). This gives advice on the appropriate use of the capital items to address water and air pollution, based on local priorities and issues. For this scheme year, the areas that are high priority for air quality and water quality are the same.
2. You can find the water and air quality objectives for your local area in your local [Statement of Priorities](#). If your application meets local water and air objectives you will receive a higher score.
3. You can use the Countryside Stewardship on-line tool to help you identify the types of capital items you can use to address water and air quality priorities in the local area. You can access the Countryside Stewardship Online Tool by logging on to your [Rural Payments](#) account.
4. You can use the [MAGIC website](#) to find water and air quality information for your land. On the list in the Table of Contents, choose 'Countryside Stewardship Targeting & Scoring Layers', then 'Water, and then 'Countryside Stewardship Water Quality Priority Areas'. You can then make this layer transparent by using the slider under 'Countryside Stewardship Targeting & Scoring Layers'. You will need to navigate to your land and then use the 'Identify' tool in order to check the information specific to your land parcels.

Capital items that address pollutant pressures affecting water and air quality and for flood and coastal risk

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Automatic slurry scraper	AQ1								X
Low ammonia emission flooring for livestock buildings	AQ2								X
Hedgerow gapping-up	BN7						X	X	X
Planting new hedges	BN11						X	X	X

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Planting standard hedgerow tree	TE1	X	X	X	X	X	X	X	X
Supply and plant a tree	TE4	X	X	X	X	X	X	X	X
Supplement for use of individual tree-shelters	TE5	X	X	X	X	X	X	X	X
Livestock and machinery hardcore tracks	RP4	X					X		
Livestock troughs	LV7	X					X	X	

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Above ground tanks	RP18	X	X	X	X	X		X	
Bio filters	RP26			X	X				
Check dams	RP12	X					X	X	
Concrete yard renewal	RP15	X	X	X	X		X		X
Cross drains	RP5	X					X	X	
Earth banks and soil bunds	RP9	X					X	X	
Fencing	FG1	X	X	X	X	X	X	X	X
Sheep netting	FG2	X	X	X	X	X	X	X	X

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Rabbit fencing supplement	FG4	X	X	X	X	X	X	X	X
Wooden field gate	FG12	X	X	X	X	X	X	X	X
First flush rainwater diverters or downpipe filters	RP19	X	X	X	X	X		X	
Floating covers for slurry and anaerobic digestate stores and lagoons	RP30	X	X			X			X

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Gateway relocation	RP2	X					X	X	
Hard bases for livestock drinkers	LV3	X					X	X	
Hard bases for livestock feeders	LV4	X					X	X	
Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	RP23			X	X				

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Installation of piped culverts in ditches	RP6	X					X		
Lined bio bed plus pesticide loading and wash down area	RP24			X	X				
Lined bio bed with existing wash down area	RP25			X	X				

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Pasture pumps and associated pipework	LV5	X					X	X	
Permanent electric fencing	FG3	X							
Pipework associated with livestock troughs	LV8	X					X	X	
Rainwater goods	RP16	X	X	X	X	X	X		

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Ram pumps and associated pipework	LV6	X					X	X	
Relocation of sheep dips and pens	RP20			X	X				
Relocation of sheep pens only	RP21			X	X				
Resurfacing of gateways	RP1						X		

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Roofing (sprayer wash down area, manure storage area, livestock gathering area, slurry stores, silage stores)	RP28	X	X	X	X	X	X		
Sediment ponds and traps	RP7	X					X	X	

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Self- supporting covers for slurry and anaerobic digestate stores	RP29	X	X			X			X
Sheep dip drainage aprons and sumps	RP22			X	X				
Sheep netting	FG2	X							
Silt filtration dams or seepage barriers	RP10	X					X	X	

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Sprayer or applicator load and wash down area	RP27			X	X				
Storage tanks underground	RP17							X	
Swales	RP11	X					X	X	
Water gates	FG15	X	X	X	X	X	X	X	
Watercourse crossings	RP3	X					X		

Option	Code	Faecal Indicator Organisms – Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water Pesticides	Surface water - Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification	Air Quality (ammonia)
Yard - underground drainage pipework	RP13	X	X	X	X	X	X		
Yard Inspection pit	RP14	X	X	X	X	X	X		

Options and capital items requiring Catchment Sensitive Farming Officer (CSFO) approval

You must have approval from a local CSFO to apply for certain capital items. These are listed in the table below. If you apply for these and do not have approval, we will remove them from your application. Your land must also be in a Countryside Stewardship High Priority Area for Water or Air Quality.

Code	Option
RP4	Livestock and machinery hardcore tracks
RP13	Yard - underground drainage pipework
RP14	Yard inspection pit
RP15	Concrete yard renewal
RP17	Storage tanks underground
RP18	Above ground tanks
RP19	First flush rainwater diverters and downpipe filters
RP20	Relocation of sheep dips and pens
RP21	Relocation of sheep pens only
RP22	Sheep dip drainage aprons and sumps
RP23	Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)
RP24	Lined biobed plus pesticide loading and washdown area
RP25	Lined biobed with existing washdown area

Code	Option
RP27	Sprayer or applicator load and washdown area
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores, silage stores)
RP29	Self-supporting covers for slurry and anaerobic digestate stores
RP30	Floating covers for slurry and anaerobic digestate stores and lagoons
AQ1	Automatic slurry scraper
AQ2	Low ammonia emission flooring for livestock buildings
TE4	Supply and plant a tree
TE5	Supplement for use of individual tree-shelters

You can find [CSFO contact details](#)) and guidance on how to check whether your land is in a Countryside Stewardship High Priority Area for Water or Air on GOV.UK.

If your land is in a Countryside Stewardship High Priority Area for Water or Air and you would like support or approval, you must contact your local CSFO at least 6 weeks before you intend to submit your application. If you don't allow at least 6 weeks for them to review your request, there is no guarantee that your request will be considered. Complete the [Request for approval from a Catchment Sensitive Farming Officer form](#) and send it to your local CSFO to request support.

For parcels to be included they must be registered on the Rural Payments service. If you need new land parcel numbers, fill in an RLE1 form and send to us with sketch maps.

Annex 3: Contact details

Contact details for the Countryside Stewardship: Capital Grants

Visit our website

www.gov.uk/rpa For more information about the Countryside Stewardship Capital Grants scheme in 2021, go to www.gov.uk/rpa/cs Look on our website for information about when the Rural Payments service may not be available.

Email

ruralpayments@defra.gov.uk Please quote your single business identifier (SBI) and agreement number for all enquiries

Call us

03000 200 301 (Monday to Friday 8:30am to 5pm, except bank holidays)

Write to us

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

Application forms

If you are unable to complete an application online or download an application from GOV.UK you can call us on 03000 200 301.

Completed Countryside Stewardship application forms

Send your completed Countryside Stewardship application forms by email or post using the details above.