



Department  
for Environment  
Food & Rural Affairs



The European Agricultural  
Fund for Rural Development  
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# Countryside Stewardship Mid Tier and Wildlife Offers Manual



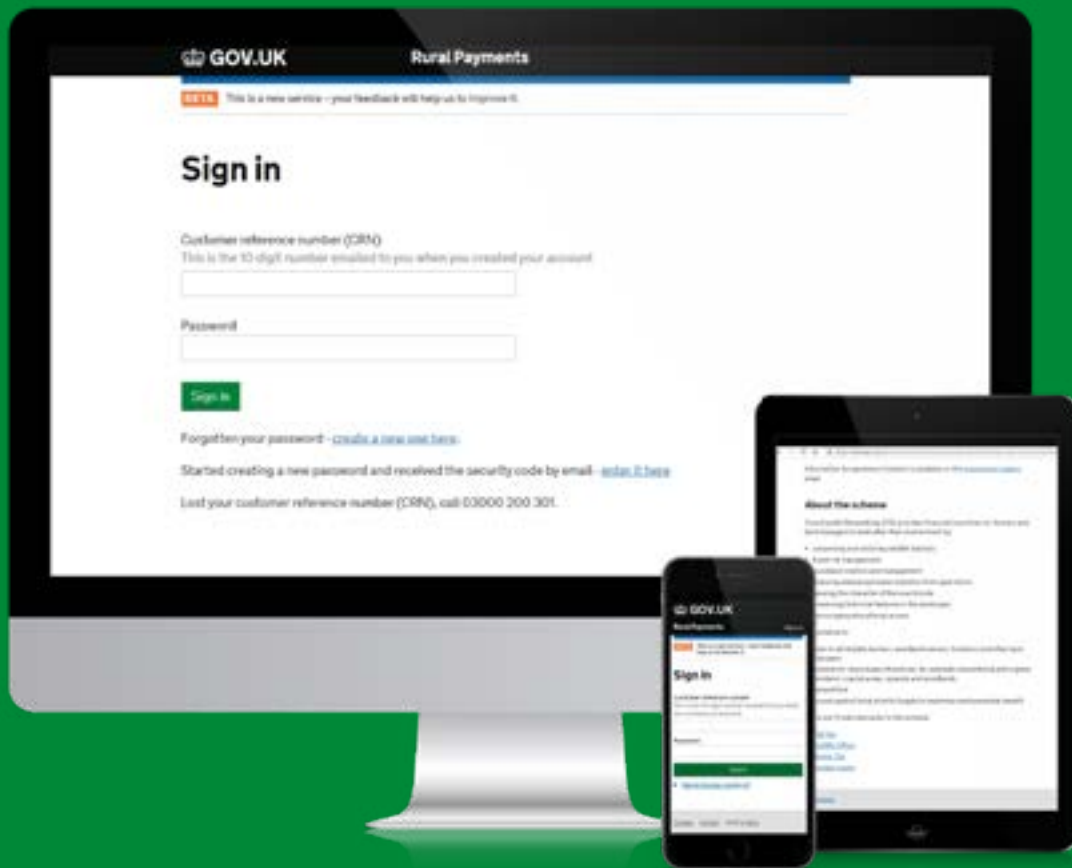
Applies to all Mid Tier multi-year (including Water Capital Items) agreements and Wildlife Offers agreements commencing on 1 January 2020

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

**Countryside  
Stewardship**

Protecting the natural  
environment for future  
generations

# Are you and your land registered?



**Not registered:** call us on 03000 200 301 and we can help you.

**If you are registered:** sign in now and check your information is up to date. Make sure that all the land parcels you want to include in your application are registered in the Rural Payments service, and linked to your Single Business Identifier (SBI).

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

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## **Version 2.0**

30 May 2019 – update to Section 4, Step 8: Complete and submit your application (page 24); updated information on how to submit your application.

## **Version 3.0**

10 Aug 2020 – Hyperlinks throughout converted to an accessible format.

# Introduction

## Countryside Stewardship

Protecting the natural environment for future generations

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

This manual explains what you need to do to apply for the Mid Tier elements of Countryside Stewardship including:

- Multi - annual agreements
- Wildlife Offer agreements
- Capital Works only agreements

It also explains the additional requirements and processes that you must follow.

## Countryside Stewardship Agreement

A Countryside Stewardship agreement comprises of:

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

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

## Mandatory parts of the Mid Tier Manual

The mandatory elements of the manual are:

Section 3: Who can apply and what land is eligible

Section 5: Wildlife Offers

Section 6: Scheme requirements and procedures

Section 7: Agreement Management

Annex 6: Livestock record-keeping requirements on arable and grassland

## More information

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

# Section 1. Scheme overview

## Countryside Stewardship

Protecting the natural environment for future generations



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

# 1 Scheme overview

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

- Higher Tier is for land that requires more complex management tailored to the individual site
- Mid Tier provides a range of options and capital items that together help to deliver a broad range of environmental benefits
- The 4 Wildlife Offers provide a simpler set of options to help improve the wildlife on their farm
- Water Capital only grants provide funding to improve water quality in high water quality priority areas
- Other Capital only grants including Hedgerows and Boundaries Grants, which you can apply for in addition to the 4 Wildlife Offers. Read about [Capital grants](#) on GOV.UK.
- Facilitation Fund supports individuals and organisations working with local groups of farmers and land managers, to co-ordinate their environmental land management.

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

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

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

Countryside Stewardship supports Defra's Strategic Objective of 'a cleaner, healthier environment, benefitting people and the economy'.

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

## 1.1 Mid Tier environmental priorities

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

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

Other outcomes supported are:

- flood management
- the historic environment
- landscape character
- climate change adaptation and mitigation.



## Section 2. How it works

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## 2 How it works

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

### 2.1 Introducing the Mid Tier

The Mid Tier scheme offers grant payments to support activities that benefit your local environment. You can apply for a combination of grants that are most relevant to your business.

Grants are available as:

- management options – multi-year grants, payments made every year for 5 years
- capital items – a range of 2 year grants for specific capital works.

You can access Mid Tier grants through 2 different routes:

**Mid Tier** – choose this route for a wide range of management options and capital grants. This route helps you do more to support your local environment. The application process is competitive so your application will be scored and ranked.

**The Wildlife Offers** - choose this route for a range of management options that focus on providing habitats for farm wildlife. It's non-competitive, and is the quickest and easiest way to apply for the Mid Tier. You can have a Mid Tier Wildlife Offer and a separate Hedgerows and Boundaries grant agreement on the same land parcel.

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

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

### 2.2 The Grants available in Mid Tier

Mid Tier gives you access to a wide range of options and capital items. You can choose those most relevant to your farm business and local environmental priorities.

#### 2.2.1 Management options

Management options are available to help you to:

1. manage land for the benefit of local wildlife
  - provide sources of nectar and pollen for insect pollinators
  - provide winter food and nesting habitats for farmland birds
2. support local priority habitats such as:
  - species-rich grasslands
  - wetlands, rivers, streams, ponds and ditches
  - hedges, orchards, wood pastures and parklands
3. manage flood-risk in your local area
  - reduce soil erosion and improve water quality
4. convert and manage land to organic certification standards



5. manage and maintain landscape features
  - maintain traditional farm buildings
  - manage features of archaeological interest
  - manage Sites of Special Scientific Interest (SSSI) and scheduled monuments

### 2.2.2 Capital grants

The Mid Tier allows you to include capital items in your application. Capital grants are available to help you to:

1. manage and maintain the boundaries on your holding including hedgerows, dry-stone walls, stock fencing and gates
2. manage water pollution and improve water quality for your farm business and your local water catchment, including:
  - providing hard bases for livestock drinking and feeding
  - providing livestock with alternative drinking sources - away from watercourses and ponds
  - installing storage tanks, lined bio-beds, and livestock troughs
  - managing yards, gates, culverts and tracks, to reduce soil erosion, and reduce sediment and pollution entering a watercourse.

### 2.2.3 Water capital grants only applications

If you are in a high water quality priority area, you can make an application that only includes capital items intended to improve water quality. These capital-only agreements last for 2 years and have a maximum value of £10,000.

For information about applying for water capital grants read section 4.3.5

### 2.2.4 Organic management and conversion options

You can apply for organic management and conversion options in combination with other grants. Or you can make an application that only includes organic options.

The organic management and conversion options within your application are not scored. Read section 4.3.7 for further information on applications that include organic options.

### 2.2.5 Choosing a Wild Pollinator and Farm Wildlife Package (WFWP)

Your farm business could benefit from a WFWP. This package groups management options together. This will help you to provide farmland wildlife with the essential resources they need to thrive and breed successfully. This package is separate from the Wildlife Offers in section 2.3.

If you meet the minimum criteria for the package, your score will automatically increase. These packages are only available in the Mid Tier and include packages for arable, pastoral and mixed farms. You can find more information in Annex 4.

### 2.2.6 Scoring

The Mid Tier is competitive which means your application will be scored and then ranked. The highest scoring, eligible applications will, subject to the available budget, be offered an agreement.

You can read how to improve your application score in section 4.3. For a full guide to scoring read Annex 3.



## 2.3 The Wildlife Offers

There are 4 Wildlife Offers to help you to support the wildlife on your farm. The Offers group selected management options together, so you can help birds, pollinators and other farmed wildlife thrive and breed successfully.

Wildlife Offers help you to provide:

- sources of nectar and pollen for insect pollinators
- winter food for seed-eating birds
- improved habitats, especially for farmland birds and pollinators.

You receive an annual payment each year for 5 years. The amount you receive depends on the options you choose and compliance with your agreement.

Benefits of Wildlife Offers include:

- a range of options, so you can choose those most relevant to your farm business and local priorities
- a quicker and easier way to apply for funding
- applications are non-competitive, so if you meet minimum eligibility requirements for the offer we will make you an agreement offer.

You can choose from:

- Arable Offer
- Lowland Grazing Offer
- Mixed Farming Offer
- Upland Offer

Only some of the Mid Tier options are available in the Wildlife Offers. If you want to access other multi-year management options you should apply for the Mid Tier. If you want to apply for capital items you can apply for either of the following:

- the Mid Tier
- the Hedgerows & Boundaries Grant in addition to a Wildlife Offer agreement.

Read Section 5 for more information on the Wildlife Offers package.

## 2.4 Eligibility

You must meet the eligibility requirements for the scheme - you can find these in Section 3.

If you choose the Wildlife Offers you must also read Section 5 to check that you are eligible.

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

## 2.5 Choosing management options and capital items

When choosing which grants to include in your application, read Section 4 for guidance. Certain grants for management of priority habitat and for priority water catchments require prior endorsement or approval from Natural England or Catchment Sensitive Farming Officers – read section 4.7.2 for details).



## 2.6 Making an application and important dates

To apply for the Mid Tier offer, you need to request an application pack - read Section 4 for more information.

If you decide to apply for the Wildlife Offers, you can apply online. To apply on paper you need to request an application pack.

### When to apply

You can apply for Mid Tier, including the Wildlife Offers, from 18 February to 31 July. We will not accept any applications we receive after this date.

### Important dates for all Mid Tier applications:

Details	Date
Application period opens	18 February
Last date to request application pack	31 May
Last date to request a visit for Natural England endorsement or for Catchment Sensitive Farming officer approval, if you are considering applying for grants for management of priority habitat or priority water catchments	31 May
Application period closes Valid application and any required supporting information returned to us	by 31 July

## 2.7 Agreements

If your application is successful, we will make an agreement offer to you. If you accept the offer this will become your Countryside Stewardship agreement. Agreements begin on the 1 January of the following year. To accept an agreement offer you must sign the declaration and return it to us.

### 2.7.1 Agreement duration

- Mid Tier agreements, including the Wildlife Offers, last 5 years from the agreement start date. The capital works within a Mid Tier agreement must be completed in the first 2 years of the 5 year Mid Tier agreement.
- Water Capital only agreements last 2 years.

Section 4.12 explains what happens after you submit an application.

### 2.7.2 Changes to agreements

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

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

You may, in limited circumstances, make changes to your agreement but we must approve these in writing in advance. Read Section 7 for more information.

## 2.8 Payments and Agreement claims

You will need to complete and submit a claim form to receive payments. Read Section 7 for information about which options or capital items you can claim for, and the deadlines for making payment claims.



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

## Countryside Stewardship

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

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# 3 Who can apply and what land is eligible

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

The Mid Tier of Countryside Stewardship is open to land managers who are either:

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

## 3.1 Eligible land

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

To be eligible for Mid Tier land must be either:

- within an agricultural area (defined as any area taken up by arable land, permanent grassland or permanent crops)
- a protected site, including:
  - Sites of Special Scientific Interest (SSSI) – read [Find protected areas of countryside](#)
  - Special Areas of Conservation (SAC), including proposed SACs
  - Special Protection Areas (SPA) including proposed SPAs
  - Ramsar sites – read the [Ramsar Convention](#) on GOV.UK
- a terrestrial Priority Habitat – read [UK BAP Priority Habitats](#) on GOV.UK.
- land that supports a Priority Species – read [UK BAP Priority Species](#).

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

### 3.1.2 Ineligible land

The following land is not eligible for the scheme:

- developed land and hard standing, including permanent caravan sites and areas used for permanent storage. Eligible exceptions include:
  - traditional farm buildings that are eligible for grants under Countryside Stewardship
  - yards, tracks and farm buildings proposed for management through Countryside Stewardship capital items
- land parcels that have solar panels for generating electricity for use off-farm – read section 3.1.9
- areas (1ha or more) of permanent standing or running water
- land already entered into another scheme - read section 3.4
- land that is already subject to another obligation that is incompatible with Countryside



## Stewardship

- land parcels that are not entirely within England.
- land where you do not have management control for the period of the agreement and you are not able to have your application countersigned by the landowner – read section 3.2

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

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

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

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

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

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

If your SBI operates more than one farming business, you can submit more than one application for a Mid Tier or Higher Tier agreement in the same year.

Each application will be separately scored on its own merit.

If you intend to submit more than one application in any application round, you must contact us.

### 3.1.4 Application and agreement land

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

- any land parcel that will contain a paid management option or capital item at any time during the agreement period
- any eligible land parcel on the holding that contains an SSSI or a Scheduled Monument (SM)

These parcels will become the agreement land and must meet the requirements set out at section 6.2.

### 3.1.5 Sites of Special Scientific Interest and Scheduled Monuments

If you have land that is designated as a Site of Special Scientific Interest (SSSI) or Scheduled Monument (SM), it must be appropriately managed. Any paid multi-year options or capital items must not cause damage.

**If your land contains a SSSI or SM, you cannot apply for one of the 4 Wildlife Offer agreements.**

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



Your local Natural England adviser can advise on:

- SSSI management
- whether a Countryside Stewardship agreement is appropriate
- what to do if there are no suitable grants available.

Historic England can provide advice on SM management.

When making an application:

- you must include your SSSI or SM land parcel(s) – even if there are no suitable management options for it
- where the site is not currently in good condition, you must choose options and/or capital items to improve its condition, unless there are no suitable grants available.
- for sites already in good condition, you should choose grants to maintain the site in that condition
- where the condition of a SSSI is affected by your management of land outside the SSSI boundary, you must choose options and/or capital items to support favourable condition of the SSSI.

Your application will be rejected if it:

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

You must hold or arrange for appropriate consent from Natural England or Historic England to cover management of the SSSI or SM before an agreement can start. Read Section 4.8.1 for how to get consent.

### 3.1.6 European sites

A 'European site' is designated as a Special Area of Conservation (SAC), or proposed SAC, or a Special Protection Area (SPA). Ramsar sites and potential SPAs are given the same protection as European sites under the scheme.

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

Activity necessary to conserve the special features of the European sites will usually be allowed. However, some multi-year options or capital items may be assessed in more detail.



### 3.1.7 Protected species

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

- all wild birds and their eggs and nests that are in use or being built are protected under the Wildlife & Countryside Act 1981
- bats, otters, dormice, great crested newts, and other species of more restricted distributions are protected by Part 3 of the Conservation of Habitats and Species Regulations 2017. These European Protected Species are protected from disturbance and damage to the places they use to rest and shelter (for example, bat roosts and otter holts).

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

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

### 3.1.8 Organic Land

If you have land that is registered as organic or in conversion to organic status, it is eligible for Countryside Stewardship (provided other eligibility criteria are met). The scheme provides funding for Organic Management and Conversion. Read section 4.3.7 for details.

### 3.1.9 Land parcels with solar panels

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

You cannot erect panels on agreement land where there are management options. If the panels are concentrated at one end of a field, the rest of the land can be eligible if the 2 areas are registered as individual land parcels and separated by a permanent boundary.

Solar panels powering electric fencing for livestock control or water pumping which support agreement objectives are permitted.

## 3.2 Management control: eligibility and scheme rules

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

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

### 3.2.1 Tenants

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

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





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

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

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

### 3.2.2 Landlords

If you are a landlord and can show that you keep management control over the land and activities, you can apply for an agreement on land that has been let to a tenant (but read section 3.3.2 about 'dual use').

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

### 3.2.3 Partnerships

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

### 3.2.4 Licensors

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

You must make sure that the licensee is aware of the requirements of the agreement, as relevant to the licence, and include these in the licence agreement.

### 3.2.5 Licensees

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

### 3.2.6 Land owned by public bodies

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



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

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

This means that Crown bodies and non-departmental public bodies (NDPBs) are not eligible for the scheme. This includes those that are Trading Funds or 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
- Royal Parks

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

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

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

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

Body/Organisation	Eligibility	Additional Information
Government departments, executive agencies and NDPBs (for example, Ministry of Defence, Forestry Commission)	Ineligible	
Other public bodies (for example, local authorities, National Park authorities and public corporations)	Eligible	Provided the work does not form part of their obligations as a public body.
Parish Councils and former college farms	Eligible	
Tenants of eligible public bodies	Eligible	Ineligible where the work is already a requirement of the tenancy agreement. The public body must countersign the application if the tenant does not have security of tenure.
Tenants of ineligible public bodies	Eligible	Ineligible where the work is already a requirement of the tenancy agreement. Tenants must have security of tenure for the full term of the agreement, as the public body cannot countersign the application.

### 3.2.7 Common land and shared grazing

Common land and shared grazing is not eligible for Mid Tier. It is only eligible for the Higher Tier of Countryside Stewardship.

### 3.2.8 Business Viability Test

We will check all applications against an insolvency register. If we assess your application as not financially viable, we may not offer you an agreement. Applications involving capital expenditure over certain limits will require additional evidence and undergo additional checks. Read 4.10.2 for more information.

## 3.3 Relationship with the Basic Payment Scheme

If you are using land to claim the Basic Payment Scheme (BPS), you may also enter that same land into a Countryside Stewardship Mid Tier agreement.

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

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

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

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

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

You can find information on the compatible land use classes for each option in the Options and Capital items booklet and grants finder.

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

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

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

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

For more information about the BPS rules, please refer to the relevant BPS Scheme Rules.

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



For the Rural Payments service land use codes on [BPS 2019](#) on GOV.UK.

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

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

You can no longer overlap the following Countryside Stewardship options with Ecological Focus Areas (EFAs) declared on your Basic Payment Scheme (BPS) application:

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

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

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



### 3.3.2 Applying for Countryside Stewardship where someone else is claiming Basic Payment Scheme (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, you must have a written record which shows:

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

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

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

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

## 3.4 Land receiving other funding

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

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



### 3.4.1 Environmental Stewardship

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

If you have been managing your land under an Environmental Stewardship agreement, you should find similar management options in Countryside Stewardship. There are differences between the schemes so you should read the Countryside Stewardship scheme and management option requirements carefully.

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

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

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

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

It is not possible to transfer early or convert from Environmental Stewardship (ELS or HLS) to Mid Tier Countryside Stewardship.

### 3.4.2 Countryside Stewardship

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

An exception to this rule means you can have a Mid Tier Wildlife Offer and a separate Hedgerows and Boundaries grant agreement on the same land parcel.

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

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



### **3.4.3 Conservation Enhancement Scheme, Wildlife Enhancement Scheme or section 15 Management agreements**

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

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

### **3.4.4 Energy Crops Scheme**

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

### **3.4.5 Heritage Lottery Funding**

Some Heritage Lottery Fund (HLF) applications can be considered for Countryside Stewardship as a source of complementary or partnership funding, but only where the Countryside Stewardship payments are for separate works.

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

### **3.4.6 Scheduled Monuments**

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

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

SBI with a SM are not eligible to apply for the Wildlife Offers.

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

Management funded under the Fruit and Vegetable Producer Organisation Aid Scheme (for example, Operation Bumble Bee) cannot also be funded under Countryside Stewardship.

### **3.4.8 Inheritance tax or Capital Gains exemptions**

If you have an SBI that is subject to an Inheritance tax exemption agreement with HMRC, it is not eligible for the Wildlife Offers but may be eligible for the Mid Tier.

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 (heritage property), 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.

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



### **3.4.9 National Park Authority grant schemes**

National Park Authority grant schemes can include both annual payments for land management and capital works.

Generally you cannot combine Countryside Stewardship with other sources of funding for the same annual land management or capital works in the same location.

However, National Park grant schemes are designed to fund management not covered by Countryside Stewardship or other schemes, or for measures over and above the requirements of other schemes. Please contact your National Park Authority adviser for details.

### **3.4.10 Capital Grants under Countryside Productivity, Growth Programme, LEADER, Farming Ammonia Reduction Grant, Water Environment Grant, Woodland Carbon Fund, HS2 Woodland Fund and Farming Recovery Fund**

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

### **3.4.11 Land that is under another obligation such as planning permission or section 106 requirements**

Countryside Stewardship cannot fund works that must be undertaken as a requirement of:

- any planning permission
- a section 106 agreement or equivalent
- restoring or remediating any works undertaken illegally





# Section 4. How to apply

## Countryside Stewardship

Protecting the natural environment for future generations

## 4 How to apply

Before you apply decide which type of Mid Tier agreement to apply for - read section 2.2 for more information.

This section helps with all application routes, but the step by step guide shown at section 4.1 is for the Mid Tier application route only. To apply for a Wildlife Offer, follow the step by step process in Section 5.

### 4.1 Mid Tier application route: step by step guide

#### Step 1 - Before you apply:

- read the guidance in section 4.2
- find out about the options and capital items you can include in your application. Grants are available as management options or capital items – read section 4.3
- register in the Rural Payments service if you have not already done so. Make sure that all land parcels you want to include in your application are registered in the Rural Payments service and linked to your SBI – read section 4.4
- if you prefer to use an agent, you will need to authorise them to act for you - read section 4.5
- If you're in a Countryside Stewardship Facilitation Fund Group, you can contact your facilitator for advice - read section 4.7.3



#### Step 2 - Request a Mid Tier application pack by 31 May 2019

- Request your Mid Tier application online from the Rural Payments service – read section 4.6 for details
- If you have Scheduled Monuments or other historic features on your land, you will receive a Historic Environment Farm Environmental Record (HEFER) within 20 working days - read section 4.9.2
- For the Wildlife Offers, read Section 5



#### Step 3 – Request advice, approvals, endorsements, consents and permissions (if relevant) – read section 4.7

- Make sure you have the consents and permission levels you need to fill in the application, or for others to act for you - read section 4.8
- Make sure you have the relevant approvals and endorsements you need to support your application
- If your holding is in a High Water Quality Priority Area, contact your local Catchment Sensitive Farming Officer (CSFO) for advice
- Request endorsement to use Mid Tier options listed in section 4.7.2 (except for option UP2 - Management of rough grazing for birds) by 31 May 2019



#### Step 4 – When you receive the application pack:

- check all details are correct for each land parcel
- check that all land parcels you want included are in your application pack. For parcels to be included they must be registered in the Rural Payments service. (If you need new land parcel numbers, fill in an RLE1 form and send it to us with sketch maps.) Read Section 4.4



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

1. complete the first sections of your application form
2. complete the Farm Environment Record (FER) – read section 4.9. (As part of this you must identify fields with run-off and soil erosion risk)
3. check the HEFER response (if applicable) – read section 4.9.2



#### Step 6 - Choose which options and capital items to apply for – read section 4.3

You should have now gathered information about the environmental priorities on your holding.

- Use the information you have gathered and read section 4.3 to help you decide which grants to apply for
- Use the guidance in your application pack to help you fill in your choice of grants on your Mid Tier Application Form Annexes.



#### Step 7 – Include all required supporting information with your application – read section 4.10

You must submit your application and any required supporting documents by 31 July

Before you submit your application, check that you have all the relevant documents you need:

- forms
- supporting documents

If you have requested consent or permission at Step 3, you must have this in place now.



#### Step 8 – Complete and submit your application

Fill in the remaining sections of your application form using the guidance to help you.

- Submit your completed application form, annexes, options map(s), FER map(s) and other supporting documents. You can email or post your application using our contact details in Annex 7.
- If you submit by email, please put ‘Application – CS – Mid Tier’ in the email subject heading. You must also put your SBI and Application ID number in your email and check they’re on everything you send to us. Please make sure that you have the correct permission levels and that the email address for your business is registered in the Rural Payments service.
- If you want 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 and Application ID 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 and your FER and Options maps.

- **We must receive your complete application by 31 July**



## 4.2 General support and guidance

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

For general Mid Tier enquiries, contact us by:

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

telephone: 03000 200 301

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

Find out if any Mid Tier advice events are available in your area. Visit GOV.UK or contact us using the details at Annex 7.

If you have land in a National Park, you can contact the National Park Authority to find out if you can get advice on making a strong application.

## 4.3 How to choose options and capital items

You should consider the types of options and capital items to include in your application at an early stage. This will give you time to request any advice, approvals, consents or permissions.

You can choose from a wide range of options and capital items in the Mid Tier scheme. It is important you choose options that address your local environmental priorities. This will also improve your application's score.

Make sure the options and capital items you choose are suitable for your land and that you will be able to meet the management requirements for the length of the agreement.

Once you receive your Agreement Document, changes can only be made in very limited circumstances and will need to be agreed in writing by us in advance - read Section 7.

To help you decide which grants to apply for, read the relevant guidance:

- optimising your application's score – section 4.3.1
- addressing environmental priorities in your local area – section 4.3.2
- understanding the option and capital item management requirements - section 4.3.3
- addressing any specific priorities relating to water quality - section 4.3.5, to priority habitats - section 4.3.6 and to organic land - section 4.3.7
- if relevant, advice received from a CSFO – section 4.7.1 or Countryside Stewardship Funded Facilitator – section 4.7.3
- if relevant, Natural England's advice on SSSI land – section 4.8.1
- addressing any issues or management opportunities identified in your FER - section 4.9.1 and HEFER – section 4.9.2

You can find out about the environmental priorities in your area and the range of options available in the following sections.



### 4.3.1 The effect on your application's score

Your choice of options and capital items affects your application's score:

- options and capital items that address your local environmental priorities increase the score
- options and capital items that do not address local priorities may reduce the score because value for money is considered in the score
- using the WPFWP or advice from a CSFO, or being part of a coordinated Facilitation Fund group will increase your score.

Read more details on scoring in Annex 3.

### 4.3.2 Identify local priorities

You should choose options and capital items that focus on the environmental priorities in your local area.

You can use the Countryside Stewardship [Statements of Priorities and Priority Maps](#) to identify the priority features and issues targeted in your area. This will help you choose which options and capital items to include in your application.

You can also find details of features on your land and local priorities by using the [Magic website](#)

### 4.3.3 Find details of options and capital items

For a list of options and capital items available in Mid Tier, including payment rates, read Annex 2 of this manual.

#### Countryside Stewardship grants finder

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

#### Rural Payments service online Options Tool

You can use an online Options Tool by signing into the [Rural Payments service](#). On the Business Overview screen click the Countryside Stewardship link. You can find the highest priority options for your holding by answering a few simple questions. Choosing the highest priority options can increase your application's score.

### 4.3.4 Wild Pollinator and Farm Wildlife Package (WPFWP)

Applying for the WPFWP will help you provide a good combination of resources for wildlife on your holding. To include the WPFWP you need to choose management options that meet the requirements of the package. These must be at least 3% of the arable, temporary grass or permanent grass area in your application.

Read Annex 4 for more information.

If your application meets the requirements of the WPFWP and your holding is in a priority area for WPFWP, your application score will be increased.



### 4.3.5 Addressing water quality issues, including run-off and soil erosion risk

Some grants can be used to help improve the quality of water on your farm, and in your local water catchment area.

These grants are particularly important if your land is in a Countryside Stewardship High Water Quality Priority Area. If it is, you may be able to get advice from a Catchment Sensitive Farming Officer (CSFO) or apply for grants that are only available with CSFO approval. Read section 4.7.1 for further information on CSFO advice and approval.

You can apply for these grants in a 5 year agreement or you can apply for a 2 year agreement that only contains water capital items. If you apply for a 2 year Water Capital only agreement:

- the maximum grant for an agreement is £10,000
- the full list of water quality capital items is in Annex 2b

Water capital items in a 5 year Mid Tier agreement are not limited to £10,000 but are subject to a value for money calculation.

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

Read Annex 5 for information on choosing water quality grants and how to find out if your land is in a Countryside Stewardship High Water Quality Priority Area.

### 4.3.6 Priority habitats and species

Mid Tier includes some management options to support priority habitats and species. These options have specific eligibility criteria and must be endorsed by Natural England. For more information, including a list of these management options, read section 4.7.2. Other grants for priority habitats and species are available in the Higher Tier.

### 4.3.7 Organic conversion and management

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

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

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

Conversion payments will normally be paid for up to 2 years, except for permanent crops such as fruit trees where a 3 year conversion period applies. It is possible to phase conversion, but all the land must be converted before the end of the Countryside Stewardship agreement.

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

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



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

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

## 4.4 Register with Rural Payments

You must register in the [Rural Payments service](#) before you can request a Countryside Stewardship application pack, if you have not already done so. When you register you will receive a Customer Registration Number (CRN) and a Single Business Identifier (SBI). Agents applying for you must also register on the Rural Payments service – read section 4.5.

### 4.4.1 Registering land parcels

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

For example:

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

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

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

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

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

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

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

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

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



## 4.5 Authorise an agent

You can authorise an agent to complete 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](#). This applies even if you have previously authorised the agent using the paper agent authorisation form.

## 4.6 Request an application pack

- Sign into Rural Payments at [www.ruralpayments.service.gov.uk](http://www.ruralpayments.service.gov.uk)
- Check that your personal details include the email address you are currently using; we will send the application pack to your email address
- If necessary, select the SBI you want an application pack for
- From the Business Overview page for the SBI, select 'Countryside Stewardship' and then 'Applications'
- Select the blue button to request your Mid-Tier application pack (this may generate overnight in periods of high demand)
- Once it has successfully generated, the application pack will be automatically sent to the email address included in your personal details.

If your parcel details change and you need to refresh the details in your pack or you wish to download your application pack directly you can do this by opening the pack and selecting 'generate' or 'download'.

If you do not have access to the internet, please contact us on 03000 200 301 to request an application pack.

If you have Scheduled Monuments or other historic features on your land, you will receive a Historic Environment Farm Environmental Record (HEFER) within 20 working days - read section 4.9.2).

(For the Wildlife Offers, read Section 5.)





## 4.7 Request advice, approval and endorsement

### 4.7.1 Advice and approval for water quality grants

If you are a farmer or land manager applying for the multi-year options and water capital items listed in the table (Grants requiring CSFO approval) in Annex 5, you must get the support and approval of the local Catchment Sensitive Farming Officer (CSFO). These multi-year options and water capital items are only available in Countryside Stewardship High Water Quality Priority Areas. To find out where these areas are, visit the [MAGIC website](#):

You can also use website: [www.natureonthemap.naturalengland.org.uk/](http://www.natureonthemap.naturalengland.org.uk/) which also shows the particular pollutants that affect the catchment e.g. sediment pesticides.

You must contact your local CSFO by 31 May 2019 to guarantee help or a visit.

To receive support and approval from a CSFO, the options and capital items applied for must address the pollutants identified as affecting that catchment. You will need to show clearly how the pollutant is currently reaching a watercourse and how the work you want to do will prevent this, (a watercourse can include a groundwater aquifer). CSFO support will be targeted at those farms where the largest improvements in water quality are likely to be achieved.

If you need advice to adopt a Recommended Fertiliser Management Plan you may be able to get help, in a water priority catchment, by contacting your local CSFO.

The approval to include certain options and capital items in your application does not guarantee that the option or capital item will be in any Agreement offer and it does not guarantee an Agreement offer. You must submit evidence of approval from the local CSFO with your application.

### 4.7.2 Natural England endorsement for management options for priority habitats and species

Mid Tier provides some management options to support priority habitats and species. These are listed below. Other grants for priority habitats and species are available in the Higher Tier.

Code	Option title
BE4	Management of traditional orchards
BE7	Supplement for restorative pruning of fruit trees
GS6	Management of species-rich grassland
GS9	Management of wet grassland for breeding waders
GS10	Management of wet grassland for wintering waders and wildfowl
SP9	Threatened species supplement (only for corn bunting and brown hair streak butterfly)
UP2	Management of rough grazing for birds
WD4	Management of wood pasture and parkland
WT3	Management of ditches of high environmental value

You can only include these management options in your Mid Tier application:

- if they meet the criteria in the table below; and
- you have a written endorsement from Natural England.

First, check that your land meets the eligibility criteria of the management option using the table below. You can do this using the data layers on [the MAGIC website](#).

This table shows the Initial Eligibility Requirements of Mid Tier Options that need Natural England endorsement.

Option	Data Layer on Magic Priority Habitat Inventory	Eligibility Requirement
BE4 and BE7	Priority Habitat Inventory: <ul style="list-style-type: none"> <li>• Traditional orchards</li> </ul>	Parcel to be mapped as priority habitat  BE7 can only be included with BE4
GS6	Priority Habitat Inventory: <ul style="list-style-type: none"> <li>• Lowland Calcareous Grassland</li> <li>• Lowland Dry Acid Grassland</li> <li>• Lowland Meadows;</li> <li>• Upland Hay Meadow and</li> <li>• Purple Moor-grass &amp; Rush Pasture</li> </ul>	Parcel to be mapped as one of the 5 priority habitats
GS9, GS10 and WT3	Priority Habitat Inventory <ul style="list-style-type: none"> <li>• Coastal floodplain and grazing marsh</li> <li>• Lowland Meadows</li> <li>• Purple Moor &amp; Grass Rush Pasture</li> </ul> and for GS9: Priority Species for CS Targeting: <ul style="list-style-type: none"> <li>• curlew</li> <li>• lapwing</li> <li>• redshank</li> <li>• snipe</li> </ul>	Parcel to be mapped as priority habitat and one of the 4 species must also be present  WT3 can only be included with GS9 or GS10
SP9	Priority Species for CS Targeting: <ul style="list-style-type: none"> <li>• Corn bunting or</li> <li>• Brown hairstreak</li> </ul>	Application area to have either corn bunting or brown hairstreak (as relevant) present  Can only be used with BE3 (brown hairstreak) and AB10 (corn bunting)
UP2	Upland breeding bird areas for CS	Parcel to be mapped as Upland breeding bird areas for CS
WD4	Priority Habitat Inventory: <ul style="list-style-type: none"> <li>• Wood pasture and parkland BAP</li> </ul> Priority habitat	Parcel to be mapped as priority habitat

When you have checked this, you need to get Natural England's endorsement to use the management option(s). For all management options, except UP2, you must get this endorsement before you submit your application. For UP2 you do not need to request pre-application endorsement, as this will happen when your application is processed.

Contact us to request an endorsement (except for UP2).

The deadline to do this is 31 May 2019.

Eligible parcels may need a site visit for final endorsement. If you have a site visit, Natural England will give you a form, which you should keep as evidence of endorsement, to be provided on request. Without endorsement you cannot include these options in your application. This endorsement does not guarantee that the option will be in the Agreement offer and it does not guarantee an Agreement offer.

### **4.7.3 Advice from a Countryside Stewardship Facilitation Fund Coordinated Group**

Applications confirmed as being part of a coordinated Countryside Stewardship Facilitation Fund Group will receive additional points at scoring. Contact your facilitator early to make sure that your application fits with the overall objectives of the group. You must keep evidence of endorsement from the Countryside Stewardship Facilitation Fund coordinator.

## **4.8 Get consents and permissions**

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

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

You can find guidance in this section and in the evidence requirements section of each grant description (in the Options & Capital Items Manual and the Countryside Stewardship online grants finder tool).

To make sure you submit a valid application:

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

You may be unaware of some of the consents and permissions you need until after you have received advice. You should contact the relevant organisations for advice and gain consent or permission.



## 4.8.1 Consents

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

### Site of Special Scientific Interest (SSSI)

If there is SSSI land on your holding, your Mid Tier application will need SSSI consent from Natural England. Natural England can also advise on managing the SSSI land through Countryside Stewardship.

Contact Natural England as early as possible to discuss this.

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

SBI's which include SSSI land are not eligible for the 4 Wildlife Offers – read Section 5.

### Scheduled Monuments (SMs)

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

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

If you have an SM you must:

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

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

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

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

SBI's including one or more SMs are not eligible for the Wildlife Offers.

### Protected Species

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

### Work affecting water

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

This includes work:

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

(You do not need consent to establish arable margins.)



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

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

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

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

You may need consent from EA for any works associated with the following:

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

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

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

### Work on trees and hedges

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

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

You do not need to provide 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.

### Listed buildings

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



## Conservation Areas

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

## Work affecting Public Rights of Way

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

### 4.8.2 Permissions

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

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

Most routine agricultural operations do not need planning permission because:

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

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

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

NFU members can also visit the [NFU guide to the planning system](#).

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

### 4.8.3 Environmental Impact Assessment (EIA) Regulations Agriculture

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

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

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



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

Semi-natural areas include:

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

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

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

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

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

## 4.9 Complete the Farm Environment Record

You must complete a Farm Environment Record (FER) map for all Mid Tier applications.

### 4.9.1 Farm Environment Record (FER)

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

1. an parcels on which you apply for (permanent or rotational) options or capital items
2. any SSSI or Scheduled Monuments even if options or capital items are not proposed on them.

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

Read the guidance in your application pack about how to complete the FER.

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

This does not apply to the Wildlife Offers.

If you have any Scheduled Monuments (SMs) Monuments or other historic features on your land, you will receive a Historic Environment Farm Environmental Record (HEFER) within 20 working days.

If you have any Scheduled Monuments (SMs) read 4.8.1.

The HEFER will give you free information about the historic environment on your land. You should use this information to help you choose appropriate options and capital items. You must add the information to your FER.

When you request a Mid Tier application pack, we will request a HEFER from historic environment organisations.



You should receive an email to tell you that the HEFER response is available. You must follow the link in the email to download the HEFER response. This is from the SHINE website, which includes information about the Selected Heritage Inventory for Natural England (SHINE). If you do not have an email address you can ask us to send your HEFER by post.

If you have a HEFER report produced within 3 years of the date on which your agreement would start, you can use this for your application. The HEFER must cover all land parcels in your application. If the existing HEFER does not cover all of your land we will request an additional HEFER to cover the missing land parcels. If you are aware of any historic features not shown in your HEFER report(s) please contact us.

## 4.10 Other evidence required at application stage

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

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

You must retain any other evidence (such as photographs) set out under the management options and capital items. Read more information at: [Countryside Stewardship grants](#) (known as the grant finder) on GOV.UK and have it available on request as we may ask to see it in support of your application.

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

### 4.10.2 Business viability test

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

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

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

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





## 4.11 Submit an application

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

You must request, complete and submit your application within the published deadlines. You must allow enough time to arrange any consents or permissions needed.

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

After the closing date, you can ask to remove options or items from your application, but you cannot add or amend them.

## 4.12 After applying: step by step guide

### Step 1. We upload applications into Rural Payments



### Step 2. Applications assessed and successful applicants offered an agreement

- We will check each application for eligibility.
- We will score each application as in Annex 3, except for applications that only include organic conversion and management options.
- We will tell you if your application has been successful or not.
- If your application is rejected, we will give you the reason.



### Step 3. Receiving and accepting an agreement offer

- If your application is successful we will make you an agreement offer.
- A declaration will be enclosed. You must sign and return this by the date requested in the letter, to accept the offer. If you do not meet the deadline, the offer will be withdrawn.
- If there is SSSI land in the agreement offer, the offer will include a SSSI Notice from Natural England. You must sign and return this Notice.



### Step 4. Agreement starts

- We will let you know when we receive your declaration and confirm that your agreement will start on 1 January 2020.
- If applicable, Natural England will provide SSSI consent.



## 4.13 After you apply

All applications we receive by 31 July will be checked, scored and ranked against the available budget. Applications are scored as described in Annex 3, except for applications that only include organic conversion and management options.

You cannot add options and capital items to a submitted application. You can request that grants are removed before the application deadline, but the application will be scored again.

If you are successful you will receive an agreement offer which cannot be amended. If you want to accept the agreement offer you must return the signed acceptance declaration by the date requested in the letter. If you do not accept your offer in time, it will be withdrawn. Accepted Mid Tier and Water Capital only agreements start on 1 January 2020.

For capital items and Water Capital only grants, you should not undertake work or incur costs for capital items before you have accepted your agreement offer, even if these form part of your agreement.

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 7.9.1.

## 4.14 Why applications may be rejected

An application may be rejected at any stage if it:

- does not meet eligibility criteria
- does not score highly enough to meet the minimum threshold
- does not score highly enough to be prioritised against the available budget
- is likely to cause harm to the environment
- is incomplete. For example you have not provided all the required supporting evidence.



# Section 5. The Wildlife Offers

## Countryside Stewardship

Protecting the natural environment for future generations

# 5 The Wildlife Offers

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

## 5.1 About the Wildlife Offers

There are 4 Wildlife Offers to help you to support the wildlife on your farm. The Offers group selected management options together, so you can help birds, pollinators and other farmed wildlife thrive and breed successfully. Offers are a quicker and easier way to apply for a Mid Tier agreement.

### 5.1.1 Benefits for wildlife

Countryside Stewardship Wildlife Offers help you to provide:

- sources of nectar and pollen for insect pollinators
- winter food for seed-eating birds
- improved habitats, especially for farmland birds and pollinators.

### 5.1.2 How does it work?

These offers:

- are a quicker and easier way to apply for funding: you can apply online or by using a paper form
- include a focused range of options so you can pick those most relevant to your farm business and local priorities
- are non-competitive: applications are not scored as the Wildlife Offers are designed to provide a sufficient level of environmental benefits. If you meet the minimum eligibility requirements for the offer, we will make you an agreement offer.

You can choose from the:

- Arable Offer
- Lowland Grazing Offer
- Mixed Farming Offer
- Upland Offer

If you accept the agreement, you'll receive an annual payment every year for 5 years. The amount you receive depends on the options you choose and compliance with your agreement. Only some of the Mid Tier options are available in the Wildlife Offers. The Wildlife Offers do not include capital items.

If you want to access other multi-year management options you should apply for the Mid Tier. If you want to apply for capital items you can apply for either of the following:

- the Mid Tier
- the Hedgerows & Boundaries Grant in addition to a Wildlife Offer agreement on the same parcels.



## 5.2 The application process

### 5.2.1 How to apply

You can apply for Wildlife Offers online from the Rural Payments service. If you cannot apply online, you can contact us to request a paper application form – read Section 7

An Historic Environment Farm Environment Record (HEFER) is not required as part of the application.

See the step by step guide on how to apply at the end of this section.

### 5.2.2 Eligibility

The Wildlife Offers can only be located on BPS declared arable land, temporary grassland and permanent grassland. All other land uses are excluded from this package. Your land use must match the offer you choose.

Organic farms: as long as you have eligible land parcels, you can apply for any of the 4 Wildlife Offers. However, we strongly recommend that you apply through the Mid Tier route. This will allow you access to the full range of organic management and conversion options.

### 5.2.3 Ineligible holdings

SBIs are not eligible to apply for the Wildlife Offers if they:

- contain Sites of Special Scientific Interest (SSSIs) or Scheduled Monuments (SMs)
- have an Environmental Stewardship agreement that is due to expire on or after 1 January 2020 (this includes extended HLS agreements)
- have an Inheritance Tax Exemption agreement with HMRC.

### 5.2.4 What to do if you are not eligible for Countryside Stewardship Wildlife Offers

If you are not eligible to apply for Countryside Stewardship Wildlife Offers you may be able to apply for a Countryside Stewardship Mid Tier or Higher Tier agreement.

Mid Tier, Higher Tier or capital grants may be more appropriate if you wish to:

- manage organic land
- manage historic features or specialist habitats such as wetlands and orchards
- address water quality issues in priority catchments
- apply for capital grants, such as for hedgerow restoration or for yard works to reduce water pollution.

### 5.2.5 Understanding the management requirements of each option

You must be able to meet the management requirements for each option you choose. Section 4.3.3 sets out the support that is available when choosing options.



## 5.2.6 Ecological Focus Areas

With the exception of the management of hedgerows, it is not possible to overlap Wildlife Offer options with Ecological Focus Area (EFA) land at any time during the term of the Countryside Stewardship agreement. This is because we cannot pay twice for the same activity (known as double funding).

However, co-location within the same land parcel is allowed where the options do not overlap.

## 5.3 Offers

The following tables show the specific options and eligibility criteria under each of the Offers.

### 5.3.1 The Arable Offer

You must record land use as arable or temporary grassland for the year that you apply. You can include permanent grassland but only hedgerow options can be located on those fields.

- The 11 options are divided into 3 categories in the table below. You must choose at least one option from each category.
- The minimum number of options in the 5 year agreement is 3.
- You can choose as many options as you wish, but must enter a minimum of 3% of your Agreement Land into the Offer.

**Category 1. Nectar and pollen sources for insect pollinators and insect-rich foraging for birds (select at least one, minimum 1% or 1 ha per 100 ha of farmed land included in the agreement, no maximum)**

Option	Option title	Payment rate
AB1	Nectar flower mix	£511
AB8	Flower-rich margins and plots	£539

**Category 2. Winter food for seed-eating birds (applicants MUST select this option, minimum 2% or 2 ha per 100 ha farmed land included in the agreement, no maximum)**

Option	Option title	Payment rate
AB9	Winter bird food	£640

**Category 3. Additional resources & habitats (select at least one, no minimum or maximum, apart from individual option requirements)**

Option	Option title	Payment rate
AB4	Skylark plots	£18 (£9 per plot, min. 2 plots per ha)
AB5	Nesting plots for lapwing and stone curlew	£524
AB6	Enhanced overwinter stubble	£436
AB11	Cultivated areas for arable plants	£532
AB12	Supplementary winter feeding for farmland birds	£632 per tonne for every 2 ha of AB9
SW1	4m to 6m buffer strip on cultivated land	£353
WT2	Buffering in-field ponds and ditches on arable land	£501
BE3	Management of hedgerows	£8/100m

### 5.3.2 The Lowland Grazing Offer:

You must record land use as permanent or temporary grazing for the year that you apply. You can include arable fields but only hedgerow options can be located on those fields.

- The 7 options are divided into 3 categories in the table below. You must choose at least one option from category 1 and 2, and may choose additional options from category 3 if you wish.
- The minimum number of options in the 5 year agreement is 2.
- You can choose as many options as you wish, but must enter a minimum of 3% of your Agreement Land into the Offer.

**Category 1. Nectar and pollen sources for insect pollinators and insect-rich foraging for birds (select at least one, minimum 2% or 2 ha per 100 ha of farmed land included in the agreement, no maximum)**

Option	Option title	Payment rate
GS2	Permanent grassland with very low inputs (outside SDA)	£95
GS4	Legume and herb-rich swards	£309

**Category 2. Nesting and shelter for insect pollinators and birds (applicants MUST select this option, minimum 500m of BE3 / 1% or 1 ha of GS1 per 100 ha farmed land included in the agreement)**

Option	Option title	Payment rate
BE3	Management of hedgerows	£8/100m
GS1	Take field corners out of production (outside SDA)	£365

**Category 3. Optional additional resources & habitats (no minimum or maximum, apart from individual option requirements)**

Option	Option title	Payment rate
GS3	Ryegrass seed-set as winter/spring food for birds	£331
GS17	Lenient grazing supplement	£44
WT1	Buffering in-field ponds and ditches in improved grassland	£201



### 5.3.3 The Mixed Farming Offer

You must record land use as arable, temporary grassland or permanent grassland for the year that you apply.

- The 14 options are divided into 3 categories in the table below. You must choose at least one option from each category.
- The minimum number of options in the 5 year agreement is 3.
- You can choose as many options as you wish, but must enter a minimum of 3% of your Agreement Land into the Offer.

**Category 1. Nectar and pollen sources for insect pollinators and insect-rich foraging for birds (select at least one, minimum 1% or 1 ha per 100 ha of farmed land included in the agreement for AB1 and AB8; 2% or 2ha per 100 ha for GS4. No maximum)**

Option	Option title	Payment rate
AB1	Nectar flower mix	£511
AB8	Flower-rich margins and plots	£539
GS4	Legume and herb-rich swards	£309

**Category 2. Winter food for seed-eating birds (select at least one, minimum 2% or 2 ha per 100 ha farmed land included in the agreement, no maximum)**

Option	Option title	Payment rate
AB9	Winter bird food	£640

**Category 3. Additional resources & habitats (select at least one, no minimum or maximum, apart from individual option requirements)**

Option	Option title	Payment rate
AB5	Nesting plots for lapwing and stone curlew	£524
AB6	Enhanced overwinter stubble	£436
AB11	Cultivated areas for arable plants	£532
AB12	Supplementary winter feeding for farmland birds(per tonne for every 2 ha of AB9 - Winter bird food)	£632
GS2	Permanent grassland with very low inputs (outside SDAs)	£95
GS17	Lenient grazing supplement	£44
SW1	4m to 6m buffer strip on cultivated land	£353
BE3	Management of hedgerows	£8/100m
WT1	Buffering in-field ponds and ditches in improved grassland	£201
WT2	Buffering in-field ponds and ditches on arable land	£501



### 5.3.4 The Upland Offer

- You must record land use as permanent or temporary grassland for the year that you apply. All land in the application must be within the Severely Disadvantaged Area (SDA) (if you wish to include land outside the SDA, you will need to apply for a Mid Tier agreement or another Wildlife Offer).
- There are 4 options and 4 supplements to choose from. As a minimum, you can choose one base option and 2 supplements, or 2 base options and one supplement, or 3 base options.
- You can only use supplements with the relevant base option – see table below.
- The minimum number of options/supplements in the 5 year agreement is 3.
- You can choose as many options as you wish.

#### Base Options (select at least 1 base option and 2 supplements or 2 base options and one supplement or 3 base options)

Option	Option title	Payment rate
GS5	Permanent grassland with very low inputs in SDAs	£16
UP1	Enclosed rough grazing	£39
UP2	Management of rough grazing for birds	£88
BE3	Management of hedgerows	£8/100m

#### Supplements

Option	Option title	Payment rate	Can be used with these base options
GS15	Haymaking supplement	£85	GS5
GS16	Rush control supplement	£73	GS5; UP2
GS17	Lenient grazing supplement	£44	GS5
SP6	Cattle grazing supplement	£45	GS5



## 5.4 Simple guide to applying for the Wildlife Offers:

**Step 1.** Decide which Offer is most appropriate for your farm



**Step 2.** Decide which parcels you wish to include



**Step 3.** Start your application online or contact us to request a pre-populated application form



**Step 4.** The online application form will tell you what area of land you need to put into the relevant option categories. Choose your option locations and enter the correct areas. Make sure you meet the minimum requirements.



**Step 5.** Fill in your Farm Environment Record (FER) – read section 4.9 of the Mid Tier manual.



**Step 6.** For additional information or evidence you must keep and have available on request, search for '[Countryside Stewardship grants](#)' on GOV.UK

Read sections 6.4.4 to 6.4.6 of the Mid Tier manual for information on photographic evidence (if required).



**Step 4.** Check your application, agree or sign the declarations, and submit your application, with any supporting documents we ask for by 31 July.



**When you accept your Agreement, Sections 6 and 7 and Annex 1 (covering the Terms and Conditions) of the Countryside Stewardship Mid Tier and Wildlife Offers Manual will form part of your Agreement.**

## **5.5 After you apply**

If you are successful we will make you an agreement offer which cannot be amended. If you want to accept the agreement offer you must return the signed acceptance declaration by the date requested in the letter. If you do not accept your offer in time, it will be withdrawn. If you accept your Wildlife Offer agreement, it will start on 1 January 2020.

If your application is unsuccessful, we will let you know why it was rejected. You will then have the right to appeal to us – read section 7.9.1.

## **5.6 Further information on GOV.UK:**

You can find more information about each Offer, including relevant options and prescriptions, at:

- [Arable Offer](#)
- [Lowland Grazing Offer](#)
- [Mixed Farming Offer](#)
- [Upland Offer](#)



# Section 6. Scheme requirements and procedures

## Countryside Stewardship

Protecting the natural environment for future generations

# 6 Scheme requirements and procedures

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

## 6.1 Entering into an agreement

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

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

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

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

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

Agreement options may involve work that can only take place at certain times of the year or under certain conditions, for example fencing to permit grazing, or creating beetle banks and nesting plots for lapwing. In these cases, you must complete the work and meet any option requirements, during the first 12 months of the agreement.

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

## 6.2 General scheme requirements

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

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

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

You, as the Agreement Holder, must follow all the general management requirements as set out below, on the Agreement Land throughout the period of the agreement unless:

- specifically stated otherwise in another section of this manual
- specifically permitted in the option prescription as part of the Countryside Stewardship Agreement Document, or
- specifically required for organic management.



## 6.2.1 General management requirements

You must not:

- allow Agreement Land to be levelled, infilled, or used for the storage or dumping of materials
- light fires (including burning brash or cuttings) on the Agreement Land
- allow field operations or stocking to cause any ground disturbance, wheel rutting, poaching or compaction on Agreement Land.

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

## 6.2.2 Protecting historic features

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

You must not do any of the following:

- cause ground disturbance, including poaching by livestock, on known archaeological features or areas of historic interest under grassland.
- sub-soil or de-stone on areas containing known archaeological features, unless these operations have been carried out as part of a routine in the past 5 years. You must have Scheduled Monument Consent from the Secretary of State for the Department of Culture Media and Sport, as advised by Historic England to carry out sub-soiling on Scheduled Monuments.
- deliberately plough more deeply or undertake additional ground works or drainage on those areas already under cultivation that contain known archaeological features.
- allow free-range pigs on archaeological features.
- remove any useable building stone, walling stone or traditional roofing material (excluding materials produced from established quarries) from known archaeological features or areas of historic interest on the Agreement Land.
- damage, demolish or remove building material from substantially complete ruined traditional farm buildings or from boundaries of parcels containing known archaeological features or areas of historic interest.

## 6.2.3 Hedgerows

In any one calendar year, you must not cut more than 50% of all hedges on or bordering Agreement Land, including land parcels where rotational options are sited during that year.

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

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



## 6.2.4 Grazing management

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

**Table of Mid Tier multi-year options where average stocking densities apply**

Option code	Title
AB1	Nectar Flower mix
AB6	Enhanced overwinter stubble
AB7	Whole crop cereals
AB13	Brassica fodder crop
BE4	Management of traditional orchards
GS1	Take field corners out of management
GS3	Ryegrass seed-set as winter food for birds
GS4	Legume and herb-rich swards
GS6	Management of species-rich grassland
GS9	Management of wet grassland for breeding waders
GS10	Management of wet grassland for wintering waders and wildfowl
GS15	Haymaking supplement
GS17	Lenient grazing supplement
OP1	Overwintered stubble
SW3	In-field grass strips
SW4	12m to 24m watercourse buffer strip on cultivated land
SW7	Arable reversion to grassland with low fertiliser input
SW8	Management of intensive grassland adjacent to a watercourse
SW9	Seasonal livestock removal on intensive grassland
SW10	Seasonal livestock removal on grassland in SDAs* on land next to streams, rivers and lakes
UP1	Enclosed rough grazing
UP2	Management of rough grazing for birds
WD4	Management of wood pasture and parkland
WD7	Management of successional areas and scrub
WD9	Livestock exclusion supplement - scrub and successional areas

\* Severely Disadvantaged Area (SDA)

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

- Avoid over-grazing and under-grazing across the whole grazed area of the holding. Distribute stock across the grazed area of the holding to make sure this is the case
- Stock no more than 2.0 Livestock Units (LU) / ha on Severely Disadvantaged Area (SDA) land, or 2.5 LU / ha on non-SDA land, on average over the year across all agricultural land on the farm or production unit where the agreement is located.

Under-grazing is where annual growth is not fully used, or where scrub or coarse vegetation is becoming evident, and this is damaging the environment of the site.

Over-grazing is where land is grazed by so many livestock that the growth, quality or diversity of vegetation is adversely affected, and this is detrimental to the environmental interests of the site.

Read Annex 6 for more information about what you need to include in your records, how to convert livestock numbers to livestock units and what to do when you take over additional land.

### 6.2.5 Nitrate Vulnerable Zones

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

### 6.2.6 Farming Rules for Water

As part of this agreement, you must meet the requirements of the [Farming Rules for Water](#) on GOV.UK

### 6.2.7 Maintaining capital items

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

For capital works which form part of a multi-year agreement or part of a stand-alone capital agreement, this requirement lasts for 5 years from the date of final payment.

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

### 6.2.8 Heather and grass burning

Where you have the legal right to carry out burning, and intend to do so, you must meet comply with all relevant legislation, which includes the Heather and Grass etc. Burning (England) Regulations 2007. You can find details of the requirements and information on when to apply for a licence at [Heather and grass burning: rules and applying for a licence](#) on GOV.UK.

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





## 6.3 Cross Compliance: requirements

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

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

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

You must meet the cross compliance requirements across your whole holding for the whole calendar year, whether or not it is Agreement Land. For cross compliance purposes, a holding is all the production units and areas managed by you, as the Agreement Holder, situated within the UK. This includes land which is:

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

You can find full details about the requirements that you must follow, in the latest version of '[The Guide to Cross Compliance in England](#)' on GOV.UK.

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

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

## 6.4 Evidence: Record keeping and inspection requirements

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

Your evidence must show that:

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

We need you to do this so that 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.



## 6.4.1 When is evidence required?

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

### 1. Evidence to support your application

You must keep evidence to show that you, your business, your land, multi-year options or capital items are eligible as you may have to show this if you are chosen for an inspection.

### 2. During the agreement period

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

- to support a claim, in particular capital item claims. More information is set out in section 6.4.2, and where relevant further information will be sent with the claim form covering letter
- during or after an administrative check, an inspection, or other checks as described in section 6.4.

### 3. After the agreement has ended

The Terms and Conditions explain 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.

## 6.4.2 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 multi-year option or capital item (read section 4.8). These consents and permissions must remain effective – and records kept – for the duration of the agreement.

## 6.4.3 Organic certification

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

This is an eligibility requirement and failure to comply could result in a breach and a payment reduction/penalties – read section 7.3 for further details.

Record keeping requirements differ depending on whether land is certified as ‘organic’ or ‘in-conversion’. The organic schedule and certificate supplied by the Defra-approved organic certification body (OCB) are legal proof of registration and provide verifiable evidence of the land status as ‘in-conversion’, or ‘fully organic’.

The evidence you need for organic support under Countryside Stewardship is listed below. The evidence must cover all land and enterprises entered for ongoing support under Countryside Stewardship organic options.



## Fully organic

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

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

## Organic Conversion payments

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

- your conversion plan, approved by the OCB
- a valid organic certificate and schedule.

## New conversion

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

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

### 6.4.4 Photographic evidence

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

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

#### Before work stage

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

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

#### During work stage

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



Code	Capital Item
LV3	Hard bases for livestock drinkers
LV4	Hard bases for livestock feeders
LV5	Pasture pumps and associated pipework
LV6	Ram pumps and associated pipework
LV8	Pipework associated with livestock troughs
RP3	Watercourse crossings
RP4	Livestock and machinery hardcore tracks
RP6	Installation of piped culverts in ditches
RP7	Sediment ponds and traps
RP9	Earth banks and soil bunds
RP12	Check dams
PR13	Yard - underground drainage pipework
RP14	Yard inspection pit
RP15	Outdoor concrete yard renewal
RP24	Lined biobed plus pesticide loading and washdown area
RP25	Lined biobed with existing washdown area
RP26	Biofilter
RP27	Sprayer or applicator load and washdown area
WN3	Ditch, dyke and rhine restoration
WN5	Pond management (first 100 sq m)
WN6	Pond management (areas more than 100 sq m)
WN8	Timber sluice

### Claim stage

For multi-year options, you may be asked to take dated photographs as part of an annual sample. We will tell you:

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

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



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

### 6.4.5 Photographic evidence quality

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

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

### 6.4.6 Clearly label photographs

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

The OS map sheet reference and National Grid reference should relate to the field parcel on which the feature, multi-year option or capital item is sited or for boundary features the adjacent field parcel. For example, if you need to take before and after photographs to show evidence that works have taken place for Gateway relocation (RP2), the image should be labelled as XX12345678\_RP2\_1 and XX12345678\_RP2\_2. If there is no relevant land parcel reference, the label can include a clear identifiable description such as Farmyard\_RP22\_1.

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



## 6.5 Keeping farm records

You must record certain management activities as part of specific management option prescriptions. The record keeping requirements are published in the [Countryside Stewardship online grants finder](#) on GOV.UK. You must make these farm records available if we ask to see them. Typical activities which have to be recorded include:

- cutting, topping, grazing, burning, harrowing, rolling or tramline disruption
- ploughing, cultivation, seeding, planting or crop rotation
- application of fertiliser, manure, pesticides, lime and desiccants
- livestock grazing – read section 6.5;
- supplementary feeding
- clearance works, bare ground restoration, drainage works and management, ditch management, or historic buildings maintenance work
- wildlife assessment record
- pesticide application method
- hedge cutting (this includes keeping a record of the scheme requirements that Agreement Holders must not cut more than 50% of all hedges in or bordering Agreement Land in any one calendar year).

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

Where there is an existing statutory or farm assurance scheme requirement to maintain relevant records, these records can be used as evidence. For example:

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

You can use existing farm records (those you already keep as part of your commercial farm activities and planning) where these already meet scheme requirements. This may include pesticide records, nutrient management plans, the use of manure and fertiliser, stock and grazing records. The existing records must cover the complete requirements of the Countryside Stewardship prescription.

Where the scheme requirements are not covered by existing farm records, you will need to keep an additional record. Examples include:

- where the use of pesticides (including herbicides) is prohibited or restricted to dealing with a particular problem such as injurious weeds or to a particular method such as weed wiping or spot treatment. Check that appropriate information is included as part of your Pesticides Record under 'other/additional information'.
- some prescriptions restrict applications of manufactured fertiliser to specified levels of phosphate and potash. In these cases, if you are within an NVZ you would need to record the application of phosphate and potash in addition to the application of nitrogen.

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

### 6.5.1 Stocking records

If any of your options have prescriptions relating to grazing management you must keep records of all grazing periods.

You can find more information and a template that you can use to keep the records in Annex 6 at: [www.gov.uk/government/publications/countryside-stewardship-livestockrecord-keeping](http://www.gov.uk/government/publications/countryside-stewardship-livestockrecord-keeping).

### 6.5.2 Nutrients

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

### 6.5.3 Recommended fertiliser management system

Some Countryside Stewardship options, such as Arable reversion to grassland with low inputs (SW7), require you to use a recommended fertiliser management system across the farm.

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

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

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

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

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

Farm records must confirm that:

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

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



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

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

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

## 3) Demonstrate exemption as a low intensity farmer

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

- at least 80% of the land is grassland
- you apply no more than 100 kg N/ha per calendar year as organic manure, including what is applied directly to the field by animals
- you spread no more than 90 kg N/ha per calendar year as manufactured fertiliser and no organic manure is brought onto the farm site
- when calculating the fertiliser application rate, you must exclude any area of the farm site where you do not spread fertilisers or cultivate soil (for example rough grazing).

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

You can find more information on:

- low intensity exemption applicants in Annex 1 Part A of the [Nitrate Vulnerable Zones guidance](#) – Guidance on areas designated as NVZs in England 2017 to 2020
- how the use of nitrogen fertilisers and organic manures is restricted in NVZs by reading the [Nitrate Vulnerable Zones guidance](#) on GOV.UK.





## Note 1.

### Guidance on using recommended fertiliser management systems and advice offered

There are several recommended fertiliser management systems available, as well as guidance and advice, such as:

- RB209 (the Fertiliser Manual) which helps you assess the fertiliser required for the range of crops you plan to grow. Other sources of fertiliser nutrient advice are also available; and
- the industry [Tried and Tested Nutrient Management Plan](#)

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

- PLANET: a software tool to help with field level nutrient management;
- MANNER NPK: a software tool that provides a quick estimate of crop available nitrogen, phosphate and potash from applications of organic manure.
- ENCASH: a software tool that calculates the nitrogen in manure produced by different types of permanently housed pigs and poultry.

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

There may be other packages providing a similar service.

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

FACTS-qualified advisers are qualified to give advice to promote farming systems that maximise crop nutrition and protect the quality of soil, water and air and farm biodiversity. The FACTS scheme is administered by Basis Registration Ltd, and a list of qualified persons is available from them on request at: [the Basis website](#).

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



## 6.6 Soil sampling

If you're applying manure or fertiliser to cultivated agricultural land (including grassland where applicable), you must plan each application of manure and fertiliser taking into account the results of soil tests to make sure the application does not exceed soil and crop needs.

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

Cultivated agricultural land is both or one of the following:

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

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

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

Soil test results must be no more than 5 years old at the time of application.

Contact the [Environment Agency](#) if you need more advice.

### 6.6.1 Soil Sampling on Scheduled Monuments

- If your land parcel contains a Scheduled Monument, please avoid this when taking soil samples. If it cannot be avoided because the Scheduled Monument occupies a significant proportion of the land parcel, you need to get consent from Historic England before you take the soil samples.
- Make sure you do this to avoid a potential offence under the 1979 Ancient Monuments and Archaeological Areas Act. In these situations use the [Consent for soil sampling on scheduled monuments form](#) on GOV.UK.

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

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

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



## 6.7 Identifying species richness of grassland

For 3 grassland options you must complete and keep a declaration of qualifying criteria as we may ask to see this.

The 3 options are:

1. Permanent grassland with very low inputs (outside SDAs) (GS2)
2. Permanent grassland with very low inputs in SDAs (GS5)
3. Management of species-rich grassland (GS6)

You can use the [template declaration](#) or you can use your own preferred format to meet these requirements.

## 6.8 Measuring Countryside Stewardship option areas and widths

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

- The eligibility rules for EFAs are not covered by this document. Read about eligibility rules for EFAs in the '[Basic Payment Scheme: rules for 2019](#)'.
- Countryside Stewardship options cannot be used to deliver mandatory requirements under BPS – Countryside Stewardship options have to go beyond the requirements of cross-compliance.
- Cross compliance requirements apply to ALL Countryside Stewardship Agreement Holders whether or not you receive BPS payments. However, cross compliance will not apply to agreements covering only stand-alone capital items where BPS is not claimed.
- With the exception of hedgerows, it is not possible to overlap certain Countryside Stewardship options and EFA options where there is double funding. However, co-location in the same parcel, where the options do not overlap, is allowed. Read section 3.3.1 for more information.

For information about the specific cross compliance rules which apply to EFA watercourses and hedgerows, please see the GAEC 1 and GAEC 7a pages in the current version of the Guide to Cross Compliance in England. Read also section 6.3 of this manual.



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

This section applies to Countryside Stewardship buffer strip options SW1-4, WD3, and WT1, WT2 as listed below. The general principle is that the Countryside Stewardship buffer strip may not overlap with the cross compliance strip.

Arable situations:

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

Permanent grassland situations:

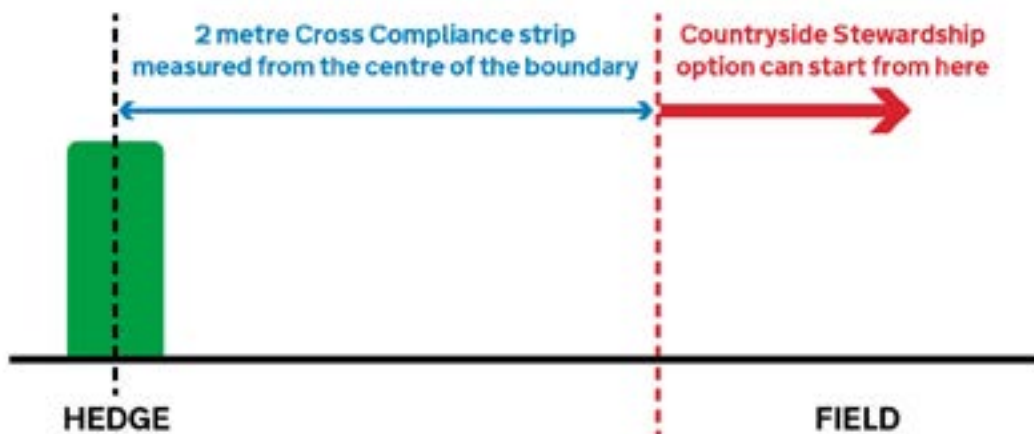
- 4m to 6m buffer strip on intensive grassland (SW2)
- Buffering in-field ponds and ditches in improved grassland (WT1)

### Countryside Stewardship options adjacent to a hedge

#### Diagram 1

Where to start measuring Countryside Stewardship options in relation to cross compliance requirements where the boundary feature is a HEDGE.

In Arable and Permanent Grassland situations.



**NOTE:** The 2m cross compliance strip, measured from the centre of the boundary, still applies where there is a fence adjacent to the hedge.

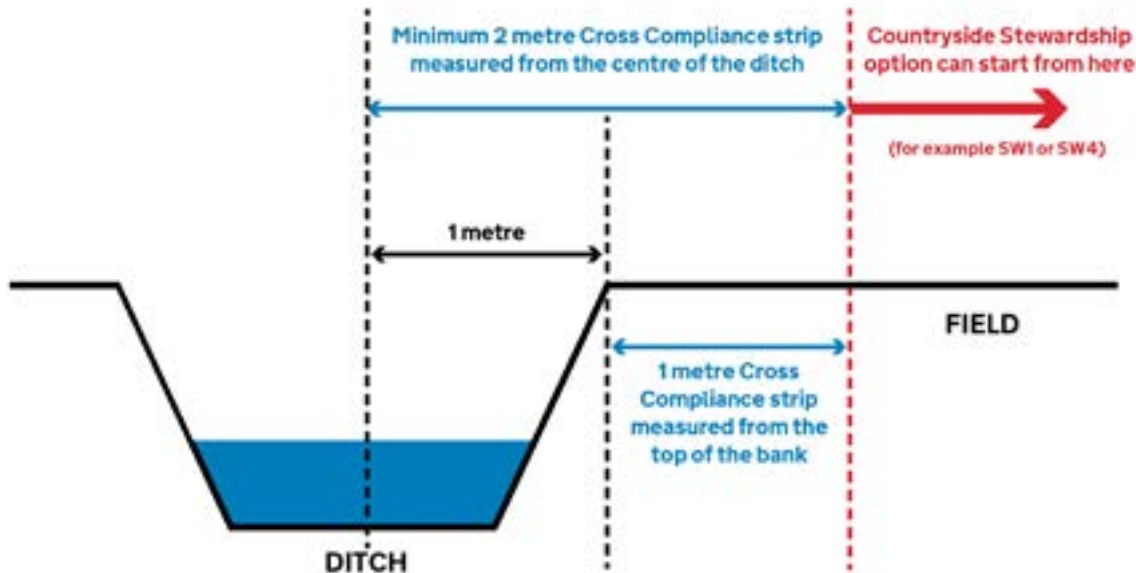
Where a fence is less than 2m from the centre of the hedge, the Countryside Stewardship option can still only start at 2m from the centre of the hedge (there will be a gap between the fence and the Countryside Stewardship option).

Where the fence is more than 2m from the centre of the hedge, the Countryside Stewardship option can start from the fence.

## Countryside Stewardship arable options adjacent to a ditch

### Diagram 2 – ditch measures 2m maximum width

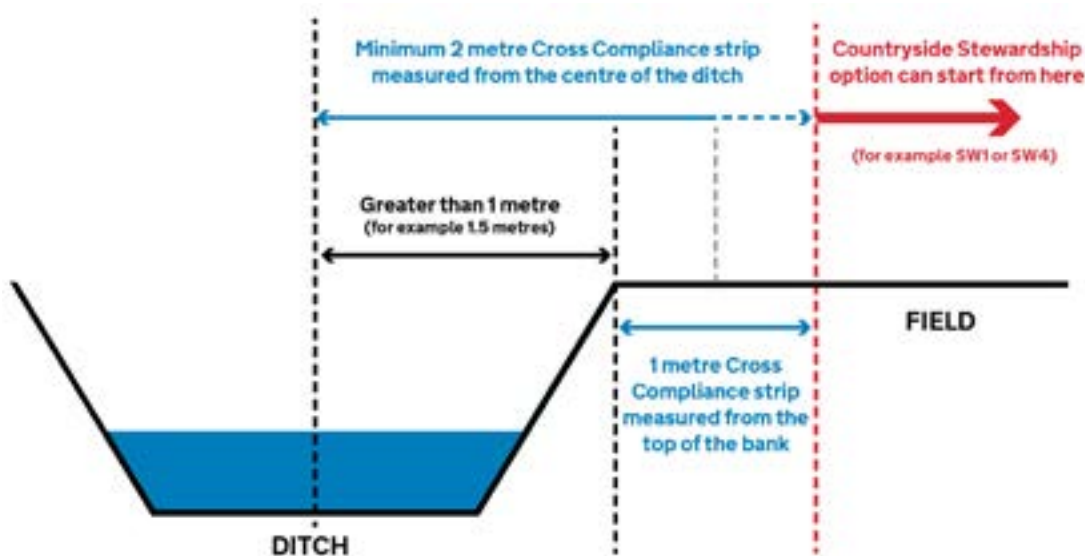
Where to start measuring Countryside Stewardship options in relation to cross compliance requirements where the boundary feature is a DITCH and the distance from the centre to the top of the bank is 1m.



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

### Diagram 2a – ditch wider than 2m

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



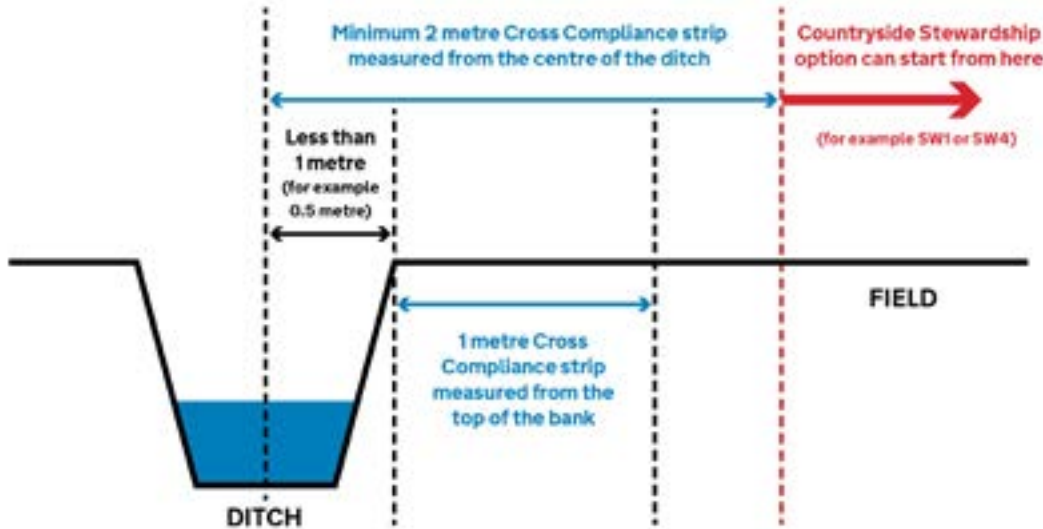
In this example the cross compliance strip would be 2.5m wide from the centre of the ditch.



## Countryside Stewardship arable options adjacent to a ditch

### Diagram 2b – ditch less than 2m

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



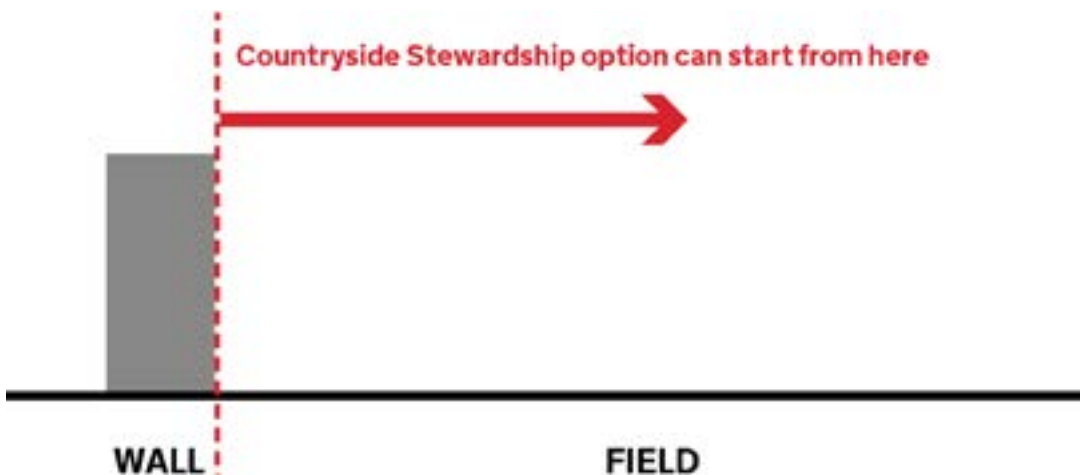
In this example the cross compliance strip would be 2.0m wide from the centre of the ditch

## Countryside Stewardship options adjacent to a wall or fence

### Diagram 3 – wall or fence where there is no cross compliance strip required

There are no cross compliance requirements where the boundary is a WALL or FENCE.

In Arable and Permanent grassland situations.



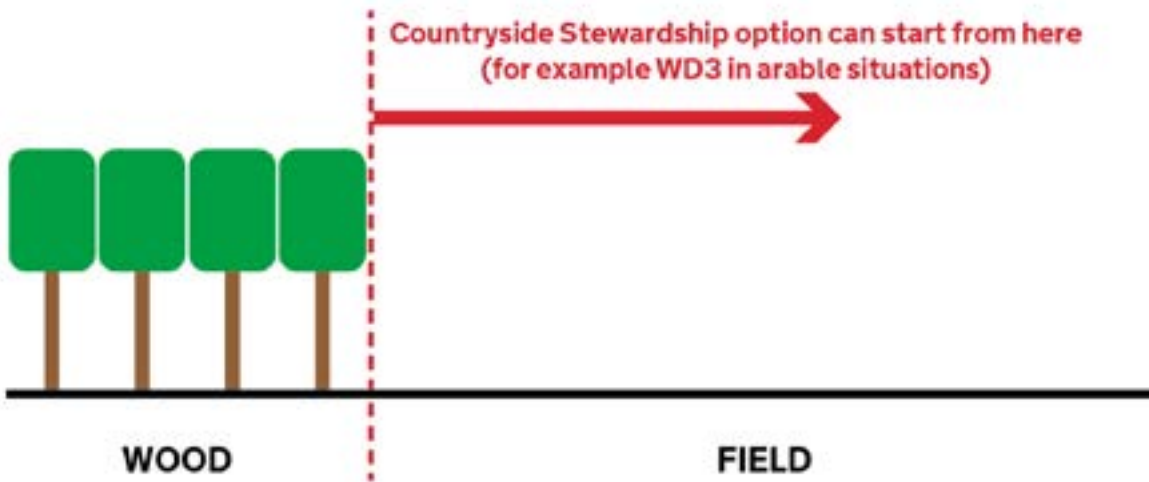
Countryside Stewardship option can start immediately next to the wall or fence (but allowing access around the field as necessary).

**NOTE:** If there is a ditch on the field side of the wall, this becomes the cross compliance feature and diagram 2a/2b applies as appropriate.

## Countryside Stewardship options adjacent to a wood

### Diagram 4 There are no cross compliance requirements where the boundary feature is a wood

In Arable and Permanent Grassland situations.



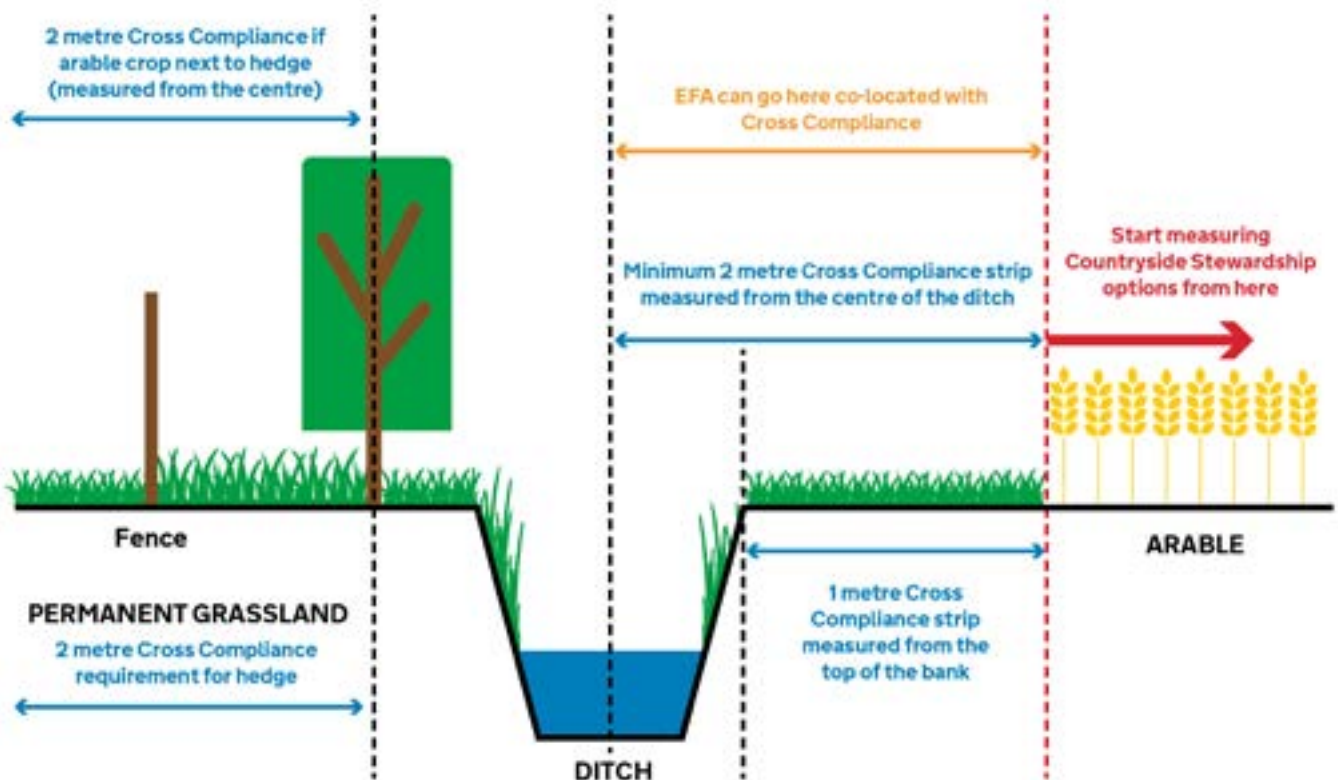
Countryside Stewardship option can start immediately next to the wood.

WD3 is Woodland edges on arable land 6m

**NOTE:** If there is a ditch on the field side of the wood, this becomes the cross compliance feature and diagram 2a/2b applies as appropriate.

### Diagram 5: composite example of Countryside Stewardship options and cross compliance

Cross compliance in an arable and permanent grassland situation against a ditch and hedge.



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

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

EFA area based options are:

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

### Countryside Stewardship options adjacent to a ditch

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

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

### Diagram 6 – centre of the ditch to the top of the bank is 1m

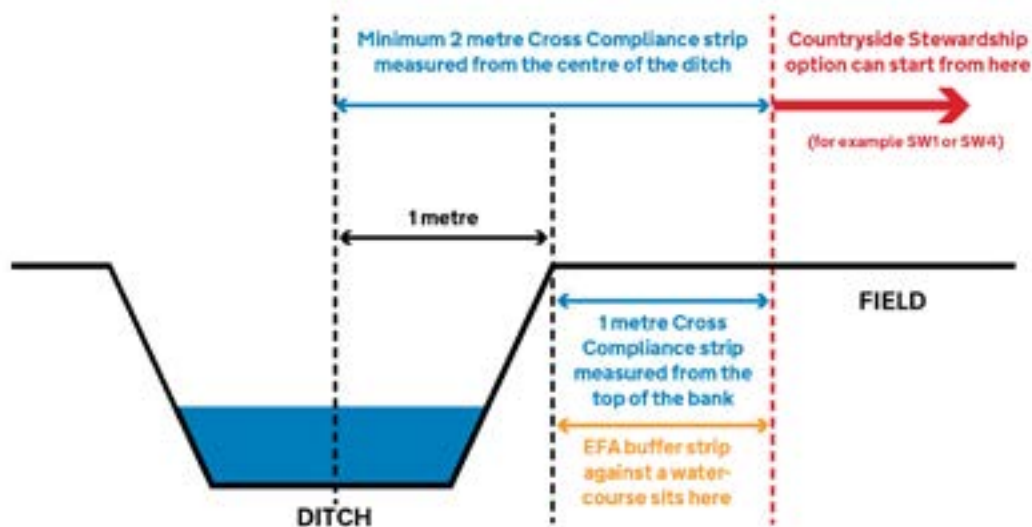




Diagram 6b – centre of ditch to top of bank is more than 1 metre

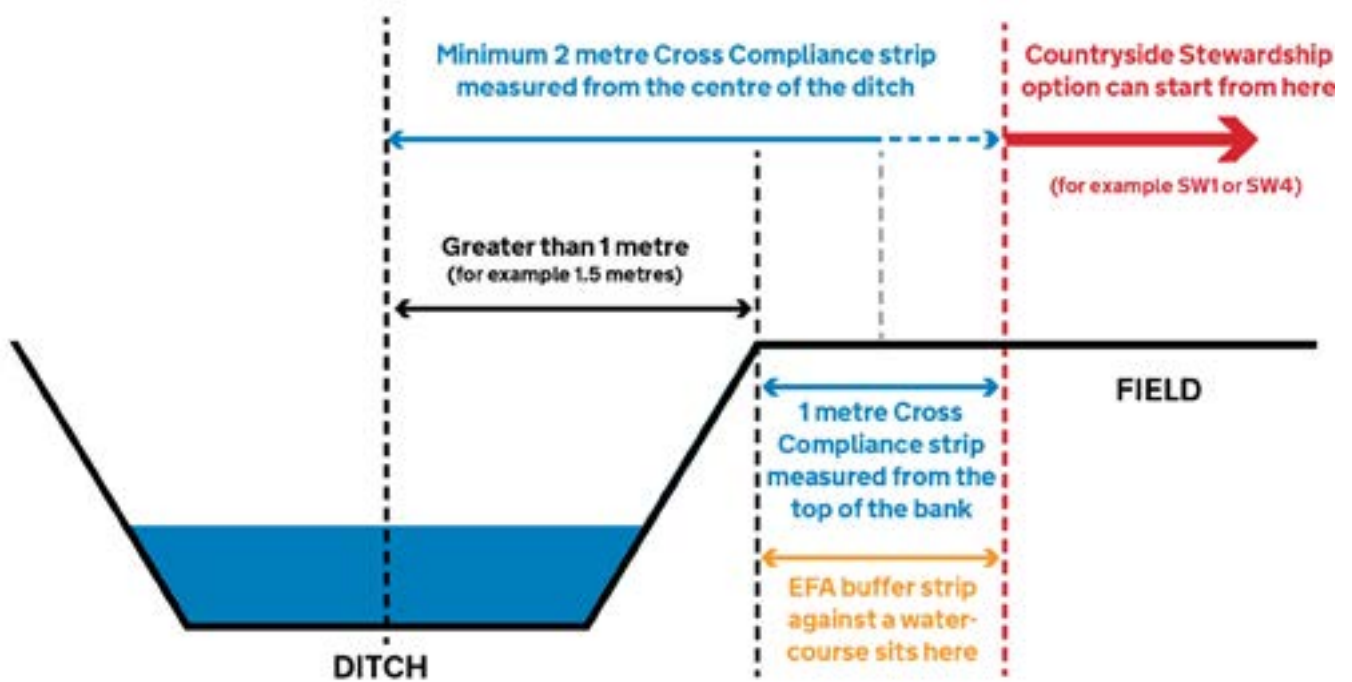
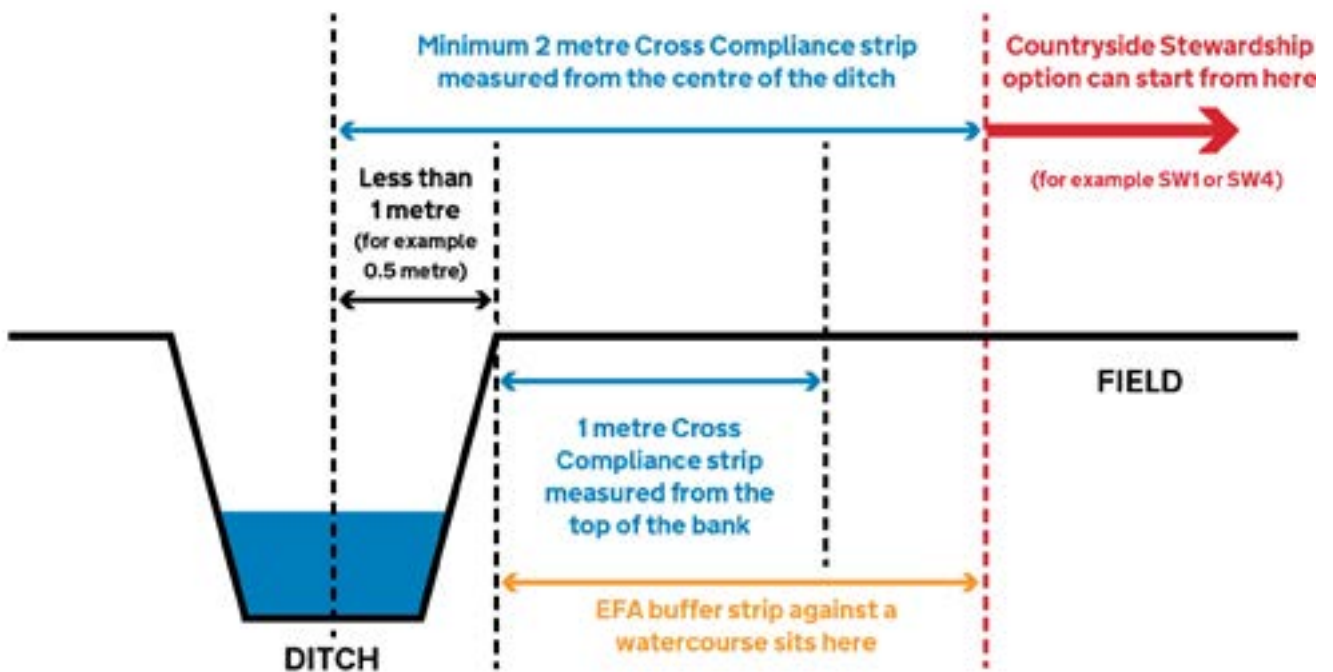


Diagram 6c – centre of ditch to top of bank is less than 1m

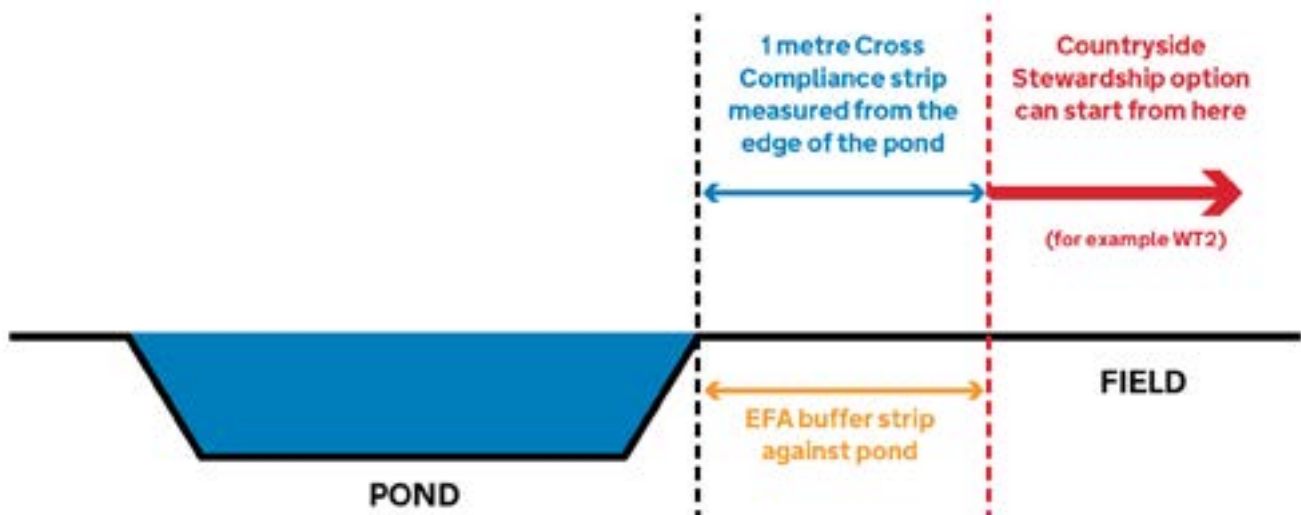


## Countryside Stewardship options adjacent to a watercourse

A watercourse is defined under GAEC 1 as 'all surface waters, including coastal water, estuaries, lakes, ponds, rivers, streams, canals and field ditches. It includes temporarily dry watercourses.'

### Diagram 7 – Countryside Stewardship (CS), Cross compliance and EFA requirements adjacent to a pond.

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



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

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

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

However, when a Countryside Stewardship strip (for example an arable buffer strip, grass margin or wild bird seed mixture etc.) is in the same field as a Countryside Stewardship whole field option (such as basic overwinter stubble (AB2)), you will need to deduct the area of the Countryside Stewardship strip from the parcel area when applying for the whole field option.

## 6.9 Publicity: requirements

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

Where EU funding contributes to your Countryside Stewardship agreement:

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

To confirm the specific requirements for your agreement, please contact us – go to Annex 7.

## 6.10 Metal Detecting: requirements

Metal detecting is not allowed on Scheduled Monuments, Sites of Special Scientific Interest (SSSIs) and known archaeological sites on Agreement Land. These are identified on the FER and the HEFER.

On all other Agreement Land, you must make sure that metal detecting does not conflict with the requirements of your agreement, in particular where proposed metal detecting may affect your ability to meet option prescriptions. For example, options supporting ground-nesting birds, priority habitats, or rare arable plants are incompatible with ground disturbance, and such activities may cause a breach of agreement and result in recovering monies already paid, withholding future payments, or applying penalties and interest payments – read section 6.3.

Any metal detecting that you allow on Agreement Land should follow best practice as set out in the [Code of Practice for Responsible Metal Detecting in England and Wales \(2017\)](#).

## 6.11 Archaeological fieldwork: requirements

If archaeological fieldwork (such as survey, test pitting or excavation) is proposed on Agreement Land that would cause, or may cause, ground disturbance or damage to any known archaeological sites or other environmental assets, you will need to have approval from us. Any proposed fieldwork must also have the written support of the local authority Historic Environment Service.

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

- any archaeological fieldwork involving ground disturbance on Scheduled Monuments - this requires Scheduled Monument Consent from the Secretary of State for the Department of Culture Media and Sport, as advised by Historic England
- On Scheduled Monuments - any geophysical survey requires a Section 42 licence from Historic England
- Any archaeological fieldwork (including the use of ground-penetrating radar or remote sensing) on SSSIs requires written consent from Natural England.

## 6.12 Farm Environment Record and Historic Environment Farm Environment Record

As set out at sections 4.7 and 6.2, it is a mandatory requirement to retain all the features identified in the FER and the HEFER, and to protect them from damage or removal for the period of the agreement.

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

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

## 6.14 State aid rules

Countryside Stewardship payments under the Rural Development Programme 2014-2020 are made in accordance with the Rural Development Regulations and State Aid Notification SA41676.



# Section 7. Agreement management: including how to claim, reductions and penalties, and amending or ending your agreement

**Countryside  
Stewardship**

Protecting the natural  
environment for future  
generations

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

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

A Countryside Stewardship agreement is made up of:

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

## 7.1 Claims process

The claims process is different for management options and capital items. Agreement options under Mid Tier and the 4 Wildlife Offers, are part of multi-year agreements and you need to submit a claim each year.

For capital items under Mid Tier and Water Capital only grants, you do not need to submit a claim each year. Also, you should only submit a claim once work has been carried out. Read the following sections for more details of the different claims processes.

### 7.1.1 Multi-year agreements

The deadline for multi-year Countryside Stewardship payment claims is midnight on 15 May each year. We must receive your claim by then. If 15 May is a Bank Holiday, other public holiday or weekend, the deadline is the next working day. We must receive any paperwork we request to support the management options part of the claim, with the payment claim. Read Section 7.3 on Reductions and penalties.

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

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

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

### 7.1.3 Capital items within multi-year agreements

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

A Mid Tier agreement is for 5 years and includes a 2 year programme of capital works. You must complete all capital works within 2 years of the agreement start date. You then have 3 months to submit any final claim. We cannot accept late claims under any circumstances.



## 7.1.4 Water capital-only grants

You must complete capital works within the 2 years of the agreement. You will then have a further 3 months to submit a valid payment claim. We cannot accept part claims for some water quality capital items. These are listed in the table below. We cannot accept late claims under any circumstances.

## 7.1.5 Single claim water capital items

We cannot accept part claims for the water capital items listed 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 stores
RP30	Floating covers for slurry stores and lagoons

## 7.1.6 VAT

If the Countryside Stewardship agreement includes actual cost capital items, these will be paid net of Value Added Tax (VAT). Non-VAT registered Agreement Holders may be able to reclaim VAT subject to provision of evidence of non-VAT registration.



### 7.1.7 The impact of transfers on claims

If you are in the process of buying or selling land that is under an agreement, you need to consider the rules on who should submit a claim. Please read Section 7.7 of this manual if you are:

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

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

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

### 7.1.8 Submitting claims for capital items

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

You can find guidance on how to submit a capital claim online at: [www.gov.uk/government/publications/countryside-stewardship-how-to-submit-claims-online](http://www.gov.uk/government/publications/countryside-stewardship-how-to-submit-claims-online).

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

### 7.1.9 Submitting claims for multi-year options

You should claim your multi-year payments online using the Rural Payments service. If you cannot claim online, please contact us.

### 7.1.10 When will I get paid?

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

- an advance payment of 75% of the annual claim value; and
- the balance payment of the remaining 25% of the claim value; or
- one payment of 100% of the annual claim value.

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

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

### 7.1.11 Payments for all agreements

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



## 7.1.12 Invoices

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

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

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

- Provide original receipted invoices for the purchase of every item claimed.
- We can only treat invoices as receipted if they are annotated with some form of acknowledgement that the company or individual providing the goods or services involved has received the payment. The following are also acceptable evidence:
  - a till receipt from a retailer for purchases of standard, off-the-shelf items. These do not need to be separately receipted as paid because a receipt of this nature is only issued after payment
  - if receipted invoices are not available, a copy of a bank or credit card statement which shows the work has been paid for in full when supported by the invoice.
- We can only accept an invoice if the document is an original, or a computerised carbon copy on an original letterhead, and bears the supplier's official receipt (which could be a stamp, a signature or with the payment details shown on a computer printout of the invoice), confirming or annotating that the value of the invoice has been paid.
- All costs must clearly relate to each individual claimed capital item.
- Goods that are purchased second-hand (where the agreement specifies that second-hand items are acceptable) or that have been bought online also need to have receipted invoices provided for them, unless they are standard off-the-shelf items as described above, in which case the standard receipt for payment is considered adequate.
- The invoice must not pre-date the agreement start date. If it does we reserve the right to reject all or some of the claim.
- Where you have used your own labour for construction, you must keep time sheets and send these with your claim.

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





## 7.2 Options and capital works

### 7.2.1 Using own labour for capital works

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

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

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

### 7.2.2 Using own machinery for capital works

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

Your records must include:

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

### 7.2.3 Using contractors

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

You must tell the contractor about the agreement and its requirements. It is your responsibility to make sure that work carried out by contractors does not breach the terms of your agreement. If the contractor commits any breaches on the land, you will be responsible for any payment reductions or penalties.

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



## 7.3 Reductions and penalties

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

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

### 7.3.1 Reductions

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

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

- have not declared all the agricultural land on your holding, and non-agricultural land that is under a Rural Development agreement
- have claimed payment on land which is not eligible or is not under your management control
- have not followed the management requirements or prescriptions for the options chosen
- have over-claimed for capital works
- have not followed the scheme rules
- have not met the cross compliance rules where applicable.

In cases of force majeure and exceptional circumstances, we will consider the facts on a case-by-case basis before deciding whether to pay or reduce a claim (read section 7.10 for more information).

### 7.3.2 Penalties

We apply penalties if:

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

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



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

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

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

### **7.3.3 Late payment claims for multi-year agreements**

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

You cannot make claims after midnight on 9 June apart from in cases of force majeure (read 7.10).

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

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

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

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

- in cases of force majeure (read section 7.10 for more information)
- where you withdraw all or part of your claim (read section 7.3.5 for more information)
- obvious error (read section 7.3.6 for more information).

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

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

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

### **7.3.6 Obvious errors**

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

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

### **7.3.7 Notified errors**

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



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

If you do not declare all of your agricultural land parcels or any non-agricultural parcels that are under a Rural Development agreement, we will apply a penalty. The size of the penalty depends on how big the difference is between:

- the number of hectares declared, and
- the number of hectares declared plus the overall area of parcels not declared.

Difference between land declared and what is actually held (as a % of land declared)	Size of penalty
up to 3% of the area determined	No penalty
more than 3% and up to 20%	1%
more than 20% and up to 50%	2%
more than 50%	3%

### 7.3.9 Over-claiming land under option

If you declare land that is not eligible (as set out in section 3.1.1) or does not have the relevant option present on it in your payment claim, we will reduce your claim. We can only pay for the eligible land/options identified during administrative or on-the-spot checks (called ‘the area determined’).

As well as a reduction, we may apply a penalty. The size of this penalty depends on the size of the over-claim. The over-claim will be the difference between the area determined and the area you used to claim Countryside Stewardship in the payment claim (called ‘the area declared’).

The only exception is if the difference is less than or equal to 0.1 hectares (providing the difference is not more than 20% of the total area declared for payments in that payment group); in this case, we will pay on the area you declared. A payment group is a group of options that are paid at the same payment rate.

Size of over-claim	Size of penalty
Up to 2 hectares or 3%	No penalty
More than 2 hectares or More than 3% but not more than 20% (of the area under option determined)	Twice the difference of the over-claim  For example, if the over-claim is 5 hectares, we will reduce the claim by 5 hectares and apply an additional 10 hectare penalty
More than 20% (and up to 50%) of the area under option determined	100% (the whole payment)
More than 50% of the area under option determined	More than 100% (see below)

Sometimes a penalty can be more than 100% of a payment. The extra penalty is calculated based on the amount of land that has been incorrectly claimed. The penalty calculation is carried out separately for each payment group where an over-claim has been made.



Example:

- you claim payment for 10 hectares of eligible land under option AB1 (Nectar Flower Mix)
- you actually only have 3 hectares of the option AB1
- the difference is 7 hectares

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

We will also deduct an amount equal to the value of the over-claim from future payments. In this example, the amount to be deducted will be the value of 7 hectares. This amount will be taken from future payments from one or more of the following:

- BPS (including greening)
- Young farmer payment
- Countryside Stewardship and other Rural Development schemes.

If there is any money still outstanding after 3 years, we will cancel the balance. This is sometimes known as a '3-year penalty'.

### 7.3.10 Cross compliance

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

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

The cross compliance guide changes annually, so please read the latest guidance: '[The Guide to Cross Compliance in England](#)' on GOV.UK to find out about cross compliance penalties. These are applied after Countryside Stewardship penalties.

### 7.3.11 Breaches of agreement

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

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

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

#### **Severity**

We will assess what has happened due to the breach/non-compliance and consider the objectives of the agreement or options that were not met. For example, ploughing a priority habitat would be classed as a severe breach.



## **Extent**

This will depend on the particular effect the non-compliance has on the agreement as a whole. It will also reflect how much of the agreement has been breached. So, for example, where an agreement covered 10 parcels and a breach of agreement was found to affect 50% or more of this land, the breach would be considered to be a large extent.

## **Duration**

We will also consider the length of time the effect of the breach lasts and whether it is possible to resolve the breach by reasonable means.

## **Re-occurrence**

The assessment will depend on a number of factors, for example whether a similar event of non-compliance has been found in previous years (including before 2014 – the start of the current Rural Development Programme), and whether the re-occurrence concerns the same or a similar measure (for example agri-environment or organic).

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

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

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

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

If we have to withdraw support, it will be for the calendar year of the finding and the following calendar year. We may also refuse support for other Rural Development schemes. If this is the case, we will tell you, and you will be able to appeal against this decision.

### **7.3.13 Suspension of payments**

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

### **7.3.14 Capital Payments: over-declaration of expenditure**

If you submit a claim for more than the value of the costs which are eligible to be claimed, we may apply a penalty. Where the amount over-claimed is 10% or less of the value of the eligible costs, we will reduce the payment to the correct amount but will not apply an additional penalty.

Where the amount over-claimed is more than 10%, we will reduce the payment to the correct amount. We will also apply a penalty equal to the difference between the eligible costs and the amount claimed, up to a maximum of the entire value of the claim.



### 7.3.15 Interest charges

When we recover payments we have already made to you, we will apply interest. Interest will begin from 60 days after the date we tell you about the breach (by sending you a recovery order) and will continue until you repay the monies to us. This will include any period when you are appealing against the recovery or penalty or it is being reviewed.

## 7.4 Scheme control: administrative checks, site visits and inspections

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

We will deal with any agreement breaches or non-compliances we find in line with section 7.3.11 of this manual and the terms and conditions at Annex 1. We may recover money, withhold future payments, apply reductions, penalties and interest payments, and potentially terminate your agreement.

The control framework includes 4 types of checks:

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

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

You must help and co-operate with any person carrying out a site visit. Any refusal to do so or obstruction is a breach of the Countryside Stewardship terms and conditions, and may also be a criminal offence.

### 7.4.1 Administrative record checks

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

As part of the administrative checks on annual claims, we select a percentage where we carry out follow-up checks of Agreement Holder records. We may ask you to submit copies of on-farm records for us to check. Also, we may ask you to supply dated photographs for some multi-year options. We will give you reasonable advance notice of when photographs should be taken and the final date for return of records.

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



## 7.4.2 Rapid field visits

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

## 7.4.3 Agreement monitoring visits

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

During the period of your agreement, Historic England will visit your site if you have either of the following management options on a Scheduled Monument.

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

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

## 7.4.4 Inspections

Each year, we will carry out compliance inspections on a sample of agreements, as required under the regulations, to make sure scheme requirements have been met. If at inspection we find a breach of the rules, we may apply reductions and penalties (read section 7.3). You can find more [information on inspections](#) on GOV.UK.

## 7.5 Terminating agreements early

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

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

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

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

## 7.6 Break Clause

There is no break clause for Mid Tier or capital only agreements.





## 7.7 Transfers of land under agreement

### 7.7.1 Selling or transferring land to another party

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

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

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

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

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

The new owner/occupier (transferee) should contact us for a Transfer Request Form, to fill in and return to us, using our details at Annex 7.

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

If either of the following apply:

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

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

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

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

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



## 7.7.2 Changes to customer details or businesses

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

## 7.7.3 Acquiring additional land covered by another scheme or agreement

If you acquire land which is already included in commitments under another scheme, such as Environmental Stewardship (ES), Countryside Stewardship (CS) or the English Woodland Grant Scheme (EWGS), there will be a range of options available for how you manage the land in the future. A Natural England adviser can discuss this with you. If you are in this position contact us.

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

## 7.7.4 When will agreement transfers take effect?

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

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

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

## 7.8 Amendments to the agreement

### 7.8.1 Changes requested by the Agreement Holder

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

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

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

- amend or reschedule approved capital items
- amend or add multi-year options to an agreement that has started.

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

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

## 7.8.2 Variation of agreements

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

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

## 7.9 Minor and temporary adjustments to agreement management

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

Examples include:

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

You can request a minor and temporary adjustment to the management requirements set out in the agreement by filling in a Minor and Temporary Adjustment Form. Search for 'Countryside Stewardship forms' at [www.gov.uk](http://www.gov.uk) to download the form (or contact us to send you one) then fill it in and return it to us (go to Annex 7 for contact details).

Permission is not automatic and we will require a reasonable time to consider any request. During periods of extreme weather where access to forage is severely restricted and the welfare of livestock is at risk, we may be able to provide conditional consent over the telephone or by email. However, this must be followed by a formal written request and permission.

Generally, simple, straightforward cases will be dealt with within 20 working days of receiving your form. We will deal with more complicated cases as quickly as possible, though these may involve contacting with you to clarify details.

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

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

- alternative management – for example in the case of supplementary feeding when there is deep snow on the ground, is there alternative grazing available, or can the livestock be moved?
- the specifics of the minor and temporary adjustment– what adjustment is necessary, where and for what period of time it will apply
- the impact of the proposed activity on the payment
- the net environmental impact of the proposed activity
- Evidence from third parties
- The administrative cost of making a reduction to the payment (if required).



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

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

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

## 7.10 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 15 working days from the date on which you (or any person authorised to act for you) are able to do so.

Written evidence will need to be provided to show:

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

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

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

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

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

## 7.11 Disputes, appeals and complaints

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

### 7.11.1 Complaints procedure – disagreeing with a decision we have made

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

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



# Section 8. Annexes

## Countryside Stewardship

Protecting the natural environment for future generations

# Annex 1: Countryside Stewardship Terms and Conditions (Version 2)

## Parties

- (1) Rural Payments Agency of PO Box 69, Reading, RG1 3YD United Kingdom (the Authority).
- (2) The Agreement Holder identified in the Agreement Document (the Agreement Holder)

## Background

- (A) The Authority, which is the accredited paying agency for the RDPE pursuant to Article 65(2) (b) of Regulation (EU) No 1305/2013, has agreed to pay the Grant to the Agreement Holder on the terms and conditions set out below and in the Agreement Document.
- (B) The Authority is responsible for managing Countryside Stewardship, the scheme under which the Grant is paid, which forms part of the wider RDPE. The Managing Authority has overall responsibility for the RDPE and may directly enforce any terms of the Agreement against the Agreement Holder in accordance with clause 28.2.
- (C) Grants made under Countryside Stewardship are paid for Capital Items and/or Multi-Year Options (as defined below). Details of the individual Agreement Holder's Capital Items and/or Multi-Year Options are set out in the Agreement Document.
- (D) These terms and conditions apply to Countryside Stewardship and should be read in conjunction with the details of the Grant set out in the Agreement Document, which are individual to the Agreement Holder. These terms and conditions and the Agreement Document (including the supporting documents specified therein) together form the agreement between the Authority and the Agreement Holder ("the Agreement").
- (E) Additional Scheme requirements and more detailed information and guidance are set out in the Countryside Stewardship Manual. The Agreement Holder must familiarise itself with this document and ensure that it complies with all mandatory elements of the Countryside Stewardship Manual as a condition of receiving the Grant.
- (F) In the event of any conflict between these terms and conditions and the documents referred to in paragraphs (D) and (E) above, these terms and conditions shall prevail, followed by the Agreement Document, the supporting documents referred to in the Agreement Document, and then the Countryside Stewardship Manual.

## 1 Definitions and interpretation

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

**Agreement Document:** the document accompanying these terms and conditions, which describes the Grant to be paid to the Agreement Holder and the Capital Items and/or Multi-Year Options to be undertaken

**Agreement End Date:** the date on which the Agreement comes to an end, as set out in the Agreement Document

**Agreement Land:** the land described in the Agreement Document and identified on the Agreement Map(s)



**Agreement Map(s):** the map(s) accompanying the Agreement Document (or otherwise provided to the Agreement Holder by the Authority), showing the Agreement Land and the agreed location of any Multi-Year Options or Capital Items

**Agreement Start Date:** the date on which the Agreement commences, as set out in the Agreement Document

**Break Point Date:** the fifth (5th), tenth (10th) or fifteenth (15th) anniversary of the Agreement Start Date

**Capital Item(s):** the capital works the Agreement Holder is required to deliver, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map)

**Controller:** has the meaning given in the General Data Protection Regulation (EU) 2016/679

**Countryside Stewardship Scheme or the Scheme:** Countryside Stewardship, a scheme which is run by the Authority on behalf of the Managing Authority, implementing measures under Title III of Regulation (EU) No 1305/2013 to achieve the priorities for rural development set out in that regulation. Natural England and the Forestry Commission provide technical advice in support of the scheme.

**Countryside Stewardship Manual:** the documents which set out additional Scheme requirements and further information and guidance for Agreement Holders, which is available on [www.gov.uk](http://www.gov.uk) and as further described in clause 5

**Cross Compliance Requirements:** the requirements on cross compliance referred to in the Countryside Stewardship Manual and as set out in 'The guide to cross compliance in England' (as both may be re-issued, updated or amended from time to time), which are published on [www.gov.uk](http://www.gov.uk) and available from the Authority upon request

**Data Protection Legislation means:**

- i. the General Data Protection Regulation (EU) 2016/679, and any applicable national implementing law as amended from time to time
- ii. the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy
- iii. all applicable law about the processing of Personal Data and privacy, including in each case any law which replaces relevant EU law as a consequence of the UK leaving the European Union

**EAFRD:** the European Agricultural Fund for Rural Development, which funds rural development under the Common Agricultural Policy (and jointly funds the RDPE, together with the Managing Authority)

**Forestry Commission:** the government department responsible for advising the Managing Authority on the protection, expansion and promotion of the sustainable management of woodlands, and providing technical advice to the Authority in support of the scheme

**Grant:** the sum to be paid to the Agreement Holder under the Agreement, which may include payment to reimburse expenditure on Capital Items and/or payment in respect of income foregone and additional costs under Multi-Year Options

**Holding:** all units of land managed by the Agreement Holder (including the Agreement Land) which are situated in the UK and (a) used for agricultural activities or (b) forestry land and other non-agricultural land for which rural development payments are claimed



**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and know-how however arising for their full term and any renewals and extensions

**Joint Controllers:** where two or more Controllers jointly determine the purposes and means of processing

**Managing Authority:** the Department for Environment, Food and Rural Affairs (DEFRA), which has overall responsibility for the RDPE pursuant to Article 65(2)(a) of Regulation (EU) No 1305/2013

**Multi-Year Option(s):** the land management the Agreement Holder is required to undertake, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map)

**Natural England:** a non-departmental public body, established under the Natural Environment and Rural Communities Act 2006, which has responsibility for advising the Managing Authority on the protection of the natural environment in England, and providing technical advice to the Authority in support of the scheme

**Option End Date:** the date on which the relevant Multi-Year Option comes to an end, as set out in the Agreement Document

**Option Start Date:** the date on which the relevant Multi-Year Option commences, as set out in the Agreement Document

**Payment Claim:** the claim submitted by the Agreement Holder for payment of the Grant

**Personal Data:** has the meaning given to it in the Data Protection Legislation

**RDPE:** the Rural Development Programme for England (2014-2020), which is jointly funded by the EAFRD and the Managing Authority

**Working Day:** any day other than a Saturday, a Sunday or a public holiday in England

- 1.1 References to clauses are to the clauses of these terms and conditions. Clause headings shall not affect the interpretation of these terms and conditions.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other gender.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference to a public organisation includes a reference to any successor to that public organisation.
- 1.6 Any words following the terms 'including', 'include', 'in particular' or 'for example' or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.





## 2 Agreement Holder's declarations

- 2.1 The Agreement Holder confirms that:
- (a) the declarations made in its application for the Grant remain true and accurate to the best of its knowledge and belief;
  - (b) it has full capacity and authority to enter into the Agreement;
  - (c) it is not aware of any circumstances which would prevent it from fulfilling its obligations under the Agreement;
  - (d) if there are any changes to the Agreement Holder's circumstances which could affect its eligibility or suitability for the Grant or its ability to fulfil its obligations under the Agreement, it will notify the Authority in writing without delay;
  - (e) it has read and understood and will comply with all mandatory elements of the Countryside Stewardship Manual;
  - (f) it has not received and will not receive any duplicate funding or allowances from other public sources in respect of the same obligations it is required to undertake under the Agreement;
  - (g) its obligations under the Agreement do not duplicate and will not duplicate any other legal obligations it would otherwise be required to undertake;
  - (h) its obligations under the Agreement do not and will not conflict in whole or in part with any other legal or contractual obligations on the Agreement Holder;
  - (i) it will at all times comply with all relevant domestic and EU legislation in the performance of its obligations under the Agreement.
- 2.2 The Agreement Holder confirms that it has obtained and will maintain and comply with any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of its obligations under the Agreement, including those set out at paragraph 13 of the Agreement Document. The Agreement Holder understands that the Agreement does not operate as a Site of Special Scientific Interest (SSSI) consent and that if such consent is required it must apply separately in accordance with any instructions provided by Natural England.
- 2.3 The Agreement Holder understands that the giving of any approval, consent or acknowledgement, or the review of any document or course of action by or on behalf of the Authority does not relieve the Agreement Holder of any of its obligations under the Agreement unless expressly permitted in writing by the Authority.
- 2.4 The Agreement Holder understands that it is an offence to knowingly or recklessly provide false or misleading information or intentionally obstruct or fail to assist any person carrying out public functions in connection with the Agreement, and that such conduct by the Agreement Holder may attract criminal penalties.
- 2.5 The Agreement Holder shall make its own enquiries as to the accuracy and adequacy of any information on which it relies in connection with the Agreement.



### 3 Agreement Holder obligations

- 3.1 In applying for and receiving the Grant, the Agreement Holder agrees to comply with these terms and conditions and the mandatory elements of the Countryside Stewardship Manual.
- 3.2 The Agreement Holder shall deliver the Capital Item(s) and/or the Multi-Year Option(s) in accordance with the standards and requirements set out in the Agreement Document and Countryside Stewardship Manual (including any relevant time limits) and in the agreed location(s) as identified on the Agreement Map(s).
- 3.3 The Agreement Holder shall comply with any requirements set out in the Countryside Stewardship Manual to maintain the Capital Item(s) for a minimum duration.
- 3.4 The Agreement Holder shall comply with the Cross Compliance requirements where applicable on its Holding for the duration of the Agreement. Any failure by the Agreement Holder to comply with the Cross Compliance requirements may result in a penalty being applied to certain payments due to the Agreement Holder under the Common Agricultural Policy including payments under the RDPE as well as other schemes and programmes. Further details of when penalties may be applied and how they are calculated are set out in the Countryside Stewardship Manual and “The guide to cross compliance in England” (as re-issued, updated or amended from time to time).
- 3.5 Where applicable, the Agreement Holder shall declare all parcels of land within its Holding in accordance with Article 72(1) of Regulation (EU) No 1306/2013. Any failure to do so may result in a penalty being applied to certain payments due to the Agreement Holder under the Common Agricultural Policy including payments under the RDPE as well as other schemes and programmes. Further details of the requirements of Article 72 (including the procedure for declaring parcels of land) and the penalties for non-compliance are set out in the Countryside Stewardship Manual.

### 4 Term

- 4.1 The Agreement shall commence on the Agreement Start Date and, subject to any extension in accordance with clause 4.3 or earlier termination in accordance with clause 19, it shall continue in force until the Agreement End Date.
- 4.2 Where the Agreement Document specifies Multi-Year Options of varying lengths, the terms of the Agreement shall apply in respect of the relevant Multi-Year Option from the Option Start Date until the Option End Date. After the Option End Date, the Multi-Year Option will expire and the relevant parcel of land shall no longer form part of the Agreement Land (although it will still remain part of the Holding).
- 4.3 Where the term of the Agreement is 5 years and includes Multi-Year Options, the parties may agree to extend the Agreement in one year increments, up to a maximum of 7 years from the original Agreement Start Date. The party requesting the extension must make their request in writing, no less than one month before the expiry of the Agreement. Neither party shall be under any obligation to agree to an extension requested by the other party. The extension shall take effect once it has been confirmed in writing by the Authority.



## 5 The Countryside Stewardship Manual

- 5.1 The Agreement Holder shall comply with the applicable mandatory elements of the Countryside Stewardship Manual as a condition of receiving the Grant.
- 5.2 The Authority may produce new versions of the Countryside Stewardship Manual throughout the lifetime of the Scheme. However, subject to clause 5.3, the version applicable to the Agreement Holder shall be the version which was current at the Agreement Start Date.
- 5.3 In some circumstances the Authority may consider it necessary to amend or update the current or previous versions of the Countryside Stewardship Manual. The Authority will notify the Agreement Holder in writing of any amendments to the version which is applicable to the Agreement and the date on which such amendment shall take effect.

## 6 Transfers or acquisitions of land

- 6.1 The Agreement Holder must notify the Authority without delay if there is a change in management control affecting any part of its Holding, including (without limitation) sale or transfer to a new owner, changes to any lease or tenancy, permanent boundary changes or acquisition of any new land.
- 6.2 The Agreement Holder acknowledges and accepts that any change in management control affecting its Holding may have consequences for the Agreement. In some circumstances the Authority may be required to recover all or part of the Grant. Further details are set out in the Countryside Stewardship Manual.

## 7 Amendments

- 7.1 No amendments to the Capital Items or Multi-Year Options to be undertaken by the Agreement Holder shall be permitted unless expressly agreed in writing by the Authority.
- 7.2 Further details of the circumstances in which amendments may be permitted and the process to be followed are set out in the Countryside Stewardship Manual.

## 8 Payment Claims

- 8.1 The Agreement Holder shall submit Payment Claims and supporting documents to the Authority in accordance with the instructions provided in the Agreement Document, the Countryside Stewardship Manual and on the claim form.
- 8.2 The Grant will be paid directly to the Agreement Holder's nominated business bank account via BACS transfer by the Authority, subject to the necessary funds being available when the payment falls due. The Agreement Holder agrees and accepts that payment of the Grant can only be made to the extent that the funds are available.
- 8.3 Any failure by the Agreement Holder to submit a Payment Claim in accordance with the instructions and by the specified deadline (including the provision of any supporting documents necessary to enable the claim to be processed) may result in payment of the Grant being delayed, reduced or withheld.
- 8.4 If the Agreement Holder fails to submit a valid Payment Claim by the specified deadline, the Grant may be subject to a penalty. In the case of severe delays, the Payment Claim may be rejected in its entirety. Further details of when penalties may be applied and how they are calculated are set out in the Countryside Stewardship manual.



- 8.5 All Payment Claims will be checked and verified before any sum is paid. If there is any discrepancy between the amount claimed by the Agreement Holder and the amount the Agreement Holder is entitled to claim, the Grant may be subject to a penalty. In the most severe cases, the Payment Claim may be rejected in its entirety. Further details of when penalties may be applied and how they are calculated are set out in the Countryside Stewardship Manual.
- 8.6 The Authority reserves the right to adjust the payment rate for Multi-Year Options where necessary to prevent the Agreement Holder from receiving double-funding for the same activity on the Agreement Land.
- 8.7 The amount of the Grant shall not be increased in the event of any overspend by the Agreement Holder in the delivery of its obligations under the Agreement.
- 8.8 Unless otherwise explicitly permitted in writing by the Authority, the Grant may not be used to reimburse any expenditure incurred by the Agreement Holder prior to the Agreement Start Date.

## 9 Repayment

- 9.1 If the Agreement Holder breaches the terms of the Agreement or if there is a change in circumstances affecting its eligibility to receive the Grant, the Authority reserves the right to withhold or require repayment of the Grant. In addition, where the Agreement Holder has breached the terms of the Agreement, penalties may be applied. Further details of when penalties may be applied and how they are calculated are set out in the Countryside Stewardship Manual.
- 9.2 If the Agreement Holder receives any overpayment or any payment to which it is not entitled (including in the event of an administrative error), the undue amount must be repaid. It is the Agreement Holder's responsibility to check all payments it receives from the Authority and notify the Authority immediately if it has any reason to believe that an error has occurred.
- 9.3 If any sum becomes repayable under the Agreement, it shall be treated as a debt owing by the Agreement Holder to the Authority until such time as the outstanding amount is repaid. A recovery order will be issued to the Agreement Holder specifying the amount to be repaid and the date by which repayment must be made.
- 9.4 If the Agreement Holder fails to make a repayment within 60 days of the date of the relevant recovery order, the Authority reserves the right to charge interest on the outstanding debt at a daily rate equivalent to the Bank of England base rate plus 1%.
- 9.5 Where any sum is repayable under the Agreement, the Authority reserves the right to withhold future payments due to the Agreement Holder under this Agreement, any other RDPE grant agreement, or any other sum due to the Agreement Holder under the Common Agricultural Policy, pending repayment by the Agreement Holder of the outstanding amount.
- 9.6 Where any sum is repayable under the Agreement and the Agreement Holder has failed to repay the outstanding amount within the period specified in the recovery order, the Authority reserves the right to deduct the outstanding debt from future payments due to the Agreement Holder under this Agreement, any other RDPE grant agreement, or any other sum due to the Agreement Holder under the Common Agricultural Policy.



## 10 Access to documents and information

The Agreement Holder shall, upon request, supply any documents, information, data, reports or written or verbal explanations which may be required by any UK or EU public authority (or their authorised representatives or auditors) in connection with the Agreement or the Scheme.

## 11 Site visits

- 11.1 The Agreement Holder shall allow any UK or EU public authority (or their authorised representatives or auditors) to access its land and/or premises in connection with the Agreement. Such access may be required with or without notice. The Agreement Holder agrees to assist and co-operate with any person authorised to carry out any site visits (including controls and spot-checks) and shall provide access to any land, premises, plant, equipment or documents which may be required.
- 11.2 In addition to any consequences arising as a result of a breach by the Agreement Holder of these terms and conditions, the Agreement Holder understands that it is a criminal offence to intentionally obstruct, or fail to assist or provide information to any person exercising powers under this clause and performing other tasks in connection with the Agreement.

## 12 Maintenance of accounts and records

- 12.1 The Agreement Holder shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it and evidence of its compliance with its obligations under the Agreement, which shall comply with any applicable standards and requirements set out in the Agreement Document, the Countryside Stewardship Manual and in any separate instructions issued to the Agreement Holder.
- 12.2 The Agreement Holder shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least 7 years from termination or expiry of the Agreement. The Authority shall have the right to review the Agreement Holder's accounts and records relating to the Grant and shall have the right to take copies of such accounts and records.
- 12.3 The Agreement Holder shall comply with and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.
- 12.4 In addition to its obligations to provide information to the Authority, the Agreement Holder shall provide any of the information referred to in this clause to any other UK or EU public authority (or their authorised representatives or auditors) upon request.

## 13 Evaluation

- 13.1 The Agreement Holder acknowledges that as a condition of receiving the Grant funding it may be required to participate in a Scheme evaluation, which may take place during the Agreement or after its expiry or termination.
- 13.2 The Agreement Holder understands that its contact details may be disclosed to third parties for evaluation purposes and agrees to assist and cooperate with any person authorised by any UK or EU public authority to carry out such an evaluation.



## 14 Acknowledgement and publicity

- 14.1 The Agreement Holder shall comply with all instructions and guidance from the Authority in relation to acknowledgement and publicity of the Grant, including using any materials or templates which are provided to it for this purpose. Such acknowledgement and publicity may include, where appropriate, a statement on any website operated by the Agreement Holder for business purposes, and/or a poster, plaque or billboard displayed on the Agreement Holder's land or premises. Further details of the publicity requirements applicable to the Scheme are set out in the Countryside Stewardship Manual.
- 14.2 In using the Authority's name and logo, the Agreement Holder shall comply with all reasonable branding guidelines issued by the Authority from time to time.
- 14.3 The Agreement Holder agrees to participate in and co-operate with promotional activities relating to the Scheme if required to do so by the Authority.
- 14.4 The Authority may acknowledge the Agreement Holder's involvement in the Scheme as appropriate without prior notice.
- 14.5 The Agreement Holder shall comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and publicity activities relating to RDPE.

## 15 Intellectual property rights

- 15.1 The Authority and the Agreement Holder agree that all rights, title and interest in, or to any information, data, reports, documents, procedures, forecasts, technology, knowhow and any other Intellectual Property Rights whatsoever, owned by or licensed to either the Authority or the Agreement Holder before the Agreement Start Date or developed by either party under the Agreement, shall remain the property of that party.
- 15.2 Where the Authority has allowed the Agreement Holder to use any of its Intellectual Property Rights in connection with the Agreement (including without limitation its name and logo), the Agreement Holder shall, on termination of the Agreement, cease to use such Intellectual Property Rights immediately (subject to any ongoing requirement to use Intellectual Property Rights in compliance with the publicity requirements in clause 14).
- 15.3 The Authority shall have a perpetual, non-exclusive, royalty-free, sub-licensable licence to use any Intellectual Property Rights created by the Agreement Holder in connection with the Agreement.

## 16 Data protection and information

- 16.1 The Agreement Holder and the Authority shall comply at all times with their respective obligations under Data Protection Legislation.
- 16.2 The Managing Authority is the Controller of any Personal Data the Agreement Holder gives to the Authority. For information on how the Authority handles personal data go to [www.gov.uk](http://www.gov.uk) and search Rural Payments Agency Personal Information Charter.



- 16.3 To the extent that the Agreement Holder and the Authority share any Personal Data for the purposes of this Grant, the parties accept that they are each a separate independent Controller in respect of such Personal Data. Each party:
- (i) shall comply with applicable Data Protection Legislation in respect of its processing of such Personal Data;
  - (ii) shall be individually and separately responsible for its own compliance;
  - (iii) does not and shall not process any Personal Data as Joint Controllers.
- 16.4 Each party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) (a), (b), (c) and (d) of the General Data Protection Regulation (EU) 2016/679, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the General Data Protection Regulation (EU) 2016/679.
- 16.5 The Agreement Holder acknowledges that the Managing Authority and the Authority are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 16.6 The Agreement Holder shall provide all necessary assistance and cooperation which is reasonably requested by either the Managing Authority or the Authority for the purposes of complying with their obligations under FOIA and EIRs. If either of them requires the Agreement Holder to supply information pursuant to a FOIA/EIRs request, the Agreement Holder shall supply all such information which is within its possession or control within 5 Working Days (or such other period as either may reasonably require).
- 16.7 If the Agreement Holder receives a FOIA/EIR request from a member of the public, it shall not respond to the request but shall forward the request to either the Managing Authority or the Authority within 2 Working Days of receipt.
- 16.8 The Managing Authority and Authority shall determine in their absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIRs.

## **17 Limitation of liability**

- 17.1 Neither party excludes or limits its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.
- 17.2 The Authority accepts no liability for any consequences, whether direct or indirect, arising from the Agreement, the use of the Grant by the Agreement Holder or the Authority exercising its rights under the Agreement.
- 17.3 Subject to clause 17.1 and 17.2, the Authority's total aggregate liability in connection with the Agreement shall not exceed the amount of the Grant.
- 17.4 The Agreement Holder shall indemnify the Authority and any persons acting on the Authority's behalf against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising as a result of the actions or omissions of the Agreement Holder in connection with the Agreement.



17.5 The Agreement Holder acknowledges and accepts that if it suffers any losses which prevent it from fulfilling its obligations under the Agreement, the Authority may require the Grant to be repaid or the losses to be made good at the Agreement Holder's own expense, regardless of whether the Agreement Holder is insured against such losses.

## 18 Force majeure

18.1 If the Agreement Holder is prevented from complying with its obligations under the Agreement due to force majeure or exceptional circumstances, the Authority must be notified in writing within 15 Working Days from the date on which the Agreement Holder (or any person authorised to act on the Agreement Holder's behalf) is in a position to do so.

18.2 Force majeure or exceptional circumstances may include:

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

18.3 The Authority will consider the facts on a case-by-case basis in deciding whether or not the Agreement Holder is relieved of all or part of its obligations under the Agreement and whether all or part of the Grant should be suspended or repaid.

## 19 Termination

19.1 The Authority reserves the right to terminate the Agreement on written notice to the Agreement Holder if:

- (a) the Agreement Holder has breached the terms of the Agreement or there is a change in circumstances affecting its eligibility to receive the Grant (whether or not the Authority has taken steps to recover the Grant in accordance with clause 9);
- (b) the Agreement Holder has failed to repay any sum which has become recoverable by the Authority in accordance with clause 9.

19.2 In addition to its right to terminate under clause 19.1 above, the Authority may terminate the Agreement and any future Grant payments on giving the Agreement Holder six months' written notice at any time. Provided that the Agreement Holder is not in breach of the Agreement, Grant payments already paid will not be recoverable.

19.3 Subject to clause 19.4 below, where the term of the Agreement is 10 years or more, either party may terminate the Agreement at the Break Point Date by giving not less than one month's prior written notice to the other party. If notice is validly served under this clause, the Agreement will terminate on the Break Point Date, and subject to the Authority's other rights and remedies under the Agreement, Grant payments already paid at the Break Point Date will not be recoverable.

19.4 Where the Agreement includes the Multi-Year Option WD1, the Agreement may not be terminated pursuant to clause 19.3 above, before the Option End Date for the WD1 option.





- 19.5 The Agreement Holder may terminate the Agreement at any time by giving written notice to the Authority. The Agreement Holder understands that in such circumstances it may be required to repay all or part of the Grant and that its obligations under the Agreement shall not cease until such repayment has been made.
- 19.6 If a third party acquires management control of any part of the Agreement Land and is not able or willing to take on the Agreement Holder's obligations under the Agreement, the Authority may terminate the Agreement. In such circumstances the Agreement Holder will not be required to repay the Grant and its obligations under the Agreement will cease as at the date of termination. Further details are set out in the Countryside Stewardship Manual.

## 20 Consequences of expiry or termination

- 20.1 Expiry or termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or termination which existed at or before the date of expiry or termination.
- 20.2 Expiry or termination of the Agreement shall not affect the continuing rights and obligations of the parties under clauses 9 (Repayment), 10 (Access to Documents and Information), 11 (Site Visits), 12 (Maintenance of Accounts and Records), 13 (Evaluation), 14 (Acknowledgement and Publicity), 15 (Intellectual Property Rights), 16 (Data Protection and Information), 17 (Limitation of Liability), 20 (Consequences of Expiry or Termination), 22 (Severability), 23 (Waiver), 24 (Notices), 25 (Dispute Resolution), 27 (Joint and Several Liability), 28 (Third Party Rights), 29 (Governing Law) or any other provision in the Agreement or mandatory requirement in the Countryside Stewardship Manual which is expressly stated to survive expiry or termination of the Agreement or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

## 21 Variation

The Authority reserves the right to vary these terms and conditions or the Agreement Document. Any variation will be effected in writing and notified to the Agreement Holder in advance. The Authority shall endeavour to give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences for the Agreement Holder.

## 22 Severability

If any term, condition or provision of the Agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality and enforceability of the other provisions of any other documents referred to in the Agreement.

## 23 Waiver

No failure or delay by either party to exercise any right or remedy under the Agreement shall be construed as a waiver of any other right or remedy.



## 24 Notices

- 24.1 All notices in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) using the contact details set out in the Agreement Document (or any updated address which is subsequently notified by one party to the other). It is the Agreement Holder's responsibility to notify the Authority of any change to its contact details.
- 24.2 If personally delivered or if e-mailed all such notices shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such notices shall be deemed to have been given and received on the second Working Day following such mailing.

## 25 Dispute resolution

Any dispute arising between the parties or any complaint or appeal by the Agreement Holder concerning the Authority's actions in connection with the Agreement shall be resolved according to the procedure set out in the Countryside Stewardship Manual.

## 26 No partnership or agency

The Agreement shall not create any partnership or joint venture between the Authority and the Agreement Holder, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for, or on behalf of, the other party.



## Annex 2a: Tables of Mid Tier multi-year options and capital items

Code	Option Name	Option Payment Rate
AB1	Nectar flower mix	£511/ha
AB2	Basic overwinter stubble	£84/ha
AB3	Beetle banks	£573
AB4	Skylark plots *1 (£9 per plot, minimum 2 plots /ha)	£18/ha *1
AB5	Nesting plots for lapwing and stone curlew	£524/ha
AB6	Enhanced overwinter stubble	£436/ha
AB7	Whole crop cereals	£495/ha
AB8	Flower-rich margins and plots	£539/ha
AB9	Winter bird food	£640/ha
AB10	Unharvested cereal headland	£640/ha
AB11	Cultivated areas for arable plants	£532/ha
AB12	Supplementary winter feeding for farmland birds *2 for every 2 ha of winter bird food	£632/tonne *2
AB13	Brassica fodder crop	£100/ha
AB14	Harvested low input cereal	£266/ha
AB15	Two year sown legume fallow	£522/ha
AB16	Autumn sown bumblebird mix	£550/ha
BE1	Protection of in-field trees on arable land	£420/ha
BE2	Protection of in-field trees on intensive grassland	£190/ha
BE3	Management of hedgerows	£8/100m for 1 side of a hedge
BE4	Management of traditional orchards	£212/ha
BE7	Supplement for restorative pruning of fruit trees	£62/tree
GS1	Take field corners out of management	£365/ha
GS2	Permanent grassland with very low inputs (outside SDAs)	£95/ha



Code	Option Name	Option Payment Rate
GS3	Ryegrass seed-set as winter food for birds	£331/ha
GS4	Legume and herb-rich swards	£309/ha
GS5	Permanent grassland with very low inputs in SDAs	£16/ha
GS6	Management of species-rich grassland	£182/ha
GS9	Management of wet grassland for breeding waders	£264/ha
GS10	Management of wet grassland for wintering waders and wildfowl	£157/ha
GS15	Haymaking supplement	£85/ha
GS16	Rush infestation control supplement	£73/ha
GS17	Lenient grazing supplement	£44/ha
HS1	Maintenance of weatherproof traditional farm buildings	£3.25/m <sup>2</sup>
HS2	Take historic and archaeological features out of cultivation	£425/ha
HS3	Reduced-depth, non-inversion cultivation on historic and archaeological features	£79/ha
HS4	Scrub control on historic and archaeological features	£137/ha
HS5	Management of historic and archaeological features on grassland	£30/ha
HS6	Maintenance of designed/ engineered water bodies	£440/ha
HS8	Maintenance of weatherproof traditional farm buildings in remote areas	£6.73/m <sup>2</sup>
HS9	Restricted depth crop establishment to protect archaeology under an arable rotation	£174/ha
OP1	Overwintered stubble	£116/ha
OP2	Wild bird seed mixture	£640/ha
OP3	Supplementary feeding for farmland birds *4 for every 2 ha of wild bird seed mixture	£494/tonne *4
OP4	Multi species ley	£115/ha
OP5	Undersown cereal	£86/ha
OR1	Organic conversion – improved permanent grassland	£75/ha



Code	Option Name	Option Payment Rate
OR2	Organic conversion – unimproved permanent grassland	£50/ha
OR3	Organic conversion – rotational land	£175/ha
OR4	Organic conversion – horticulture	£400/ha
OR5	Organic conversion – top fruit	£450/ha
OT1	Organic land management – Improved permanent grassland	£40/ha
OT2	Organic land management – unimproved permanent grassland	£20/ha
OT3	Organic land management – rotational land	£65/ha
OT4	Organic land management – horticulture	£200/ha
OT5	Organic land management - top fruit	£300/ha
OT6	Organic land management - enclosed rough grazing	£8/ha
SP6	Cattle grazing supplement	£45/ha
SP9	Threatened species supplement (only for corn bunting and brown hair streak butterfly)	£120/ha
SW1	4-6m buffer strip on cultivated land	£353/ha
SW2	4-6m buffer strip on intensive grassland	£170/ha
SW3	In-field grass strips	£557/ha
SW4	12-24m watercourse buffer strip on cultivated land	£512/ha
SW5	Enhanced management of maize crops	£133/ha
SW6	Winter cover crops	£114/ha
SW7	Arable reversion to grassland with low fertiliser input	£311/ha
SW8	Management of intensive grassland adjacent to a watercourse	£202/ha
SW9	Seasonal livestock removal on intensive grassland	£88/ha
SW10	Seasonal livestock removal on grassland in SDAs next to streams, rivers and lakes	£36/ha
SW11	Riparian management strip	£440/ha
SW14	Nil fertiliser supplement	£131/ha
UP1	Enclosed rough grazing	£39/ha



Code	Option Name	Option Payment Rate
UP2	Management of rough grazing for birds	£88/ha
WD3	Woodland edges on arable land	£323/ha
WD4	Management of wood pasture and parkland	£46/ha
WD7	Management of successional areas and scrub	£74/ha
WD9	Livestock exclusion supplement – scrub and successional areas	£121/ha
WT1	Buffering in-field ponds and ditches in improved grassland	£201/ha
WT2	Buffering in-field ponds and ditches on arable land	£501/ha
WT3	Management of ditches of high environmental value *5 for the management of both sides of the ditch	£37/100m *5
BN1	Stone-faced bank repair	£31/m
BN2	Stone-faced bank restoration	£86/m
BN3	Earth bank creation	£13.50/m
BN4	Earth Bank Restoration	£7/m
BN5	Hedgerow Laying	£9.40/m
BN6	Hedgerow Coppicing	£4/m
BN7	Hedgerow Gapping-up	£9.50/m
BN8	Hedgerow supplement – casting up	£3/m
BN10	Hedgerow Supplement – Top Binding and Staking	£3.40/m
BN11	Planting new hedges	£11.60/m
BN12	Stone Wall Restoration	£25/m
BN13	Stone wall – Top wiring	£3.60/m
BN14	Stone wall supplement – Stone from quarry	£44/m
FG1	Fencing	£4/m
FG2	Sheep netting	£4.90/m
FG3	Permanent electric fencing	£4.90/m
FG4	Rabbit fencing supplement	£2.50/m
FG12	Wooden Field Gate	£390/gate
FG14	Badger Gates	£135/gate



Code	Option Name	Option Payment Rate
FG15	Water Gates	£240/gate
LV3	Hard bases for livestock drinkers	£110/base
LV4	Hard bases for livestock feeders	£170/base
LV5	Pasture pumps and associated pipework	£220/pump
LV6	Ram pumps and associated pipework	£1,480/pump
LV7	Livestock troughs	£110/trough
LV8	Pipework for livestock troughs	£2.65/m
PA1	Implementation Plan	£1,100/plan
RP1	Resurfacing of gateways	£92/gateway
RP2	Gateway relocation	£340/gateway
RP3	Watercourse crossings	£300/crossing
RP4	Livestock and machinery hardcore tracks	£33/m
RP5	Cross drains	£245/drain
RP6	Installation of piped culverts in ditches	£340/culvert
RP7	Sediment ponds and traps	£10/m <sup>2</sup>
RP9	Earth banks and soil bunds *1 For each unit (100m of bund)	£155 *1
RP10	Silt filtration dams or seepage barriers	£75/unit
RP11	Swales	£5.95/m <sup>2</sup>
RP12	Check dams and woody debris structures	£42 for each dam
RP13	Yard – underground drainage pipework	£5.50/m
RP14	Yard inspection pit	£200/unit
RP15	Concrete yard renewal	£27.14/m <sup>2</sup>
RP16	Rainwater goods	£11.40/m
RP17	Storage tanks underground	£350/m <sup>3</sup>
RP18	Above ground tanks	£100/m <sup>3</sup>
RP19	First-flush rainwater diverters/downpipe filters	£125/unit
RP20	Relocation of sheep dips and pens	£3,675/unit
RP21	Relocation of sheep pens only	£1,830/unit
RP22	Sheep dip drainage aprons and sumps	£18.25/m <sup>2</sup>



Code	Option Name	Option Payment Rate
RP23	Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	£68/unit
RP24	Lined biobed plus pesticide loading and washdown area	£118/m <sup>2</sup>
RP25	Lined biobed with existing washdown area	£77/m <sup>2</sup>
RP26	Biofilters	£990/unit
RP27	Sprayer or applicator load and wash-down area	£40/m <sup>2</sup>
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores, silage stores)	£62/m <sup>2</sup>
RP29	Self-supporting covers for slurry stores	£30.50/m <sup>2</sup>
RP30	Floating covers for slurry stores and lagoons	£5.60/m <sup>2</sup>
TE1	Planting Standard Hedgerow Tree	£8.80/tree
TE3	Planting Fruit Trees	£22.50/tree
TE6	Tree Guard (Tube and mesh)	£4/guard
TE7	Tree Guard (Wood post and rail)	£59.50/ guard
TE8	Tree Guard (wood post and wire)	£84/guard
TE10	Coppicing Bank-side Trees	£52/tree
TE11	Tree surgery *2 £96.50/tree when cutting limbs up to & including 20cm in diameter £200/tree when cutting limbs over 20cm in diameter	*2
WN5	Pond Management (first 100 sq m)	£270/pond
WN6	Pond Management (areas greater than 100 sq m)	£170/100m <sup>2</sup>





## Annex 2b: List of Mid Tier Water Capital Items available in a 2 year capital-item only agreement

Code	Capital Item Name	Capital item Payment Rate
RP2	Gateway relocation	£340/gateway
BN7	Hedgerow gapping up following gateway relocation	£9.50/m
BN12	Stone wall restoration following gateway relocation	£25/m
BN13	Top wiring: stone wall restoration following gateway relocation	£3.60/m
BN14	Stone from quarry: stone wall restoration following gateway relocation	£44/m
FG15	Water gates	£240/gate
LV3	Hard bases for livestock drinkers	£110/base
LV4	Hard bases for livestock feeders	£170/base
LV5	Pasture pumps and associated pipework	£220/pump
LV6	Ram pumps and associated pipework	£1,480/pump
LV7	Livestock troughs	£110/trough
LV8	Pipework for livestock troughs	£2.65/m
RP1	Resurfacing of gateways	£92/gateway
RP3	Watercourse crossings	£300/crossing
RP4	Livestock and Machinery hard-core tracks	£33/m
RP5	Cross drains	£245/drain
RP6	Installation of piped culverts in ditches	£340/culvert
RP7	Sediment ponds and traps	£10/m <sup>2</sup>
RP9	Earth banks and soil bunds *1 1 for each unit (100m of bund)	£155/unit *1
RP10	Silt filtration dams/seepage barriers	£75/unit
RP11	Swales	£5.95/m <sup>2</sup>
RP12	Check dams	£42 for each dam
RP13	Underground drainage pipework: yard works for clean and dirty water separation	£5.50/m

Code	Capital Item Name	Capital item Payment Rate
RP14	Inspection pit/chamber: yard works for clean and dirty water separation	£200/unit
RP24	Lined biobed plus pesticide loading and washdown area	£118/m <sup>2</sup>
RP25	Lined biobed with existing washdown area	£77/m <sup>2</sup>
RP26	Biofilters	£990/unit
RP27	Sprayer or applicator loading and washdown areas	£40/m <sup>2</sup>
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores and silage stores)	£62/m <sup>2</sup>
RP29	Self-supporting covers for slurry stores	£30.50/m <sup>2</sup>
RP30	Floating covers for slurry stores and lagoons	£5.60/m <sup>2</sup>
FG1	Post-and-wire fencing	£4/m
FG2	Sheep netting	£4.90/m
FG3	Permanent electric fencing	£4.90/m
FG4	Rabbit fencing supplement	£2.50/m
RP15	Outdoor concrete yard renewal	£27.14/m <sup>2</sup>
RP16	Rainwater goods	£11.40/m
RP17	Storage tanks underground	£350/m <sup>2</sup>
RP18	Above ground storage tank	£100/m <sup>3</sup>
RP19	First-flush rainwater diverters/downpipe filters	£125/unit
RP20	Relocation of sheep dips and pens	£3,675/unit
RP21	Relocation of sheep pens only	£1,830/unit
RP22	Sheep dip drainage aprons and sumps	£18.25/m <sup>2</sup>
RP23	Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	£68/unit



# Annex 3: Scoring Mid Tier Applications

The Mid Tier is competitive, though there are exceptions. Read about how applications are scored and ranked, and how to improve your application's score.

Each year we set a national threshold score, based on the budget that is available. Applications that score above this threshold are successful. Applications that do not reach the threshold are rejected.

Subject to the available budget, we offer agreements to the highest scoring eligible applications for the applicant to consider.

However, the following parts of the Mid Tier are not competitive. Applications that meet the eligibility criteria for these parts receive an agreement for these options.

- The Countryside Stewardship Wildlife Offers
- Organic conversion and management options in the Mid Tier (subject to available budget).

## How to improve your application score

The grants (options and capital items) you choose can affect the score your application receives. If your grants deal with an environmental priority in your area you will get a higher score - read section 4.3.2 for information on how to identify these. This also means that we will give lower scores if your grants do not deal with an environmental priority in your area. This is because the score takes into account the total cost of the agreement in terms of value for money. You will also get a higher score if you use the Wild Pollinator and Farm Wildlife Package (WPFWP) or advice from a Catchment Sensitive Farming Officer (CSFO), or are part of a coordinated Facilitation Fund group.



Stages	Criteria	Scoring Process	
<p>Step 1: scoring multi-year options in an application</p>	<p>Each feature or issue on your land has a priority level of High, Medium or Low, as set out in local Statement of Priorities. Each priority level has an associated Priority Score.</p> <p>The quantity of the option applied for is multiplied by the cumulative Priority Score for each feature or issue.</p> <p>There is no score for any options which do not address the features or issues in the local priority statement.</p> <p>The sum of all these scores provides the Annual Basic Score.</p>	<p>Priority Level</p> <p>High</p> <p>Medium</p> <p>Low</p>	<p>Priority Score</p> <p>1,000</p> <p>100</p> <p>10</p> <p>Annual Basic Score = Sum of the area or quantity of each option multiplied by the Priority Score for each feature/issue addressed.</p>
<p>Step 2: scoring capital items in an application</p>	<p>Capital items are scored based on the quantity of the item in the application and the Priority Score of the features or issues addressed.</p> <p>Scoring will depend on the type of capital item, as set out to the right.</p> <p>The sum of the individual Capital Scores provides a Capital Basic Score.</p>	<p>Quantity</p> <p>Length (m)</p> <p>Area (m<sup>2</sup>)</p> <p>Number (units)</p> <p>Single unit (e.g. sheep pen)</p>	<p>Capital Score calculations:</p> <p>(length x 2 /10,000 x Priority Score) x 2</p> <p>(Area/10,000 x Priority Score) x 2</p> <p>(Number x Priority Score) x 0.05</p> <p>Priority Score x 4</p>
<p>Step 3: Calculating the Basic Score</p>	<p>The overall Basic Score is calculated by adding together the Annual Basic Score and the Capital Basic Score.</p>	<p>Basic Score = Annual Basic Score plus Capital Basic Score</p>	

Stages	Criteria	Scoring Process
Step 4: Additional score. Applying for additional CS elements will attract an Additional Score	1. Facilitation fund group: Applicant confirmed as being part of a wider coordinated Facilitation Fund group.	20% of Basic Score
	2. CSFO Support: Applicant confirmed as acting on CSFO advice and sited in CS High Water Quality priority areas will receive an additional score.	High – 5,000 Medium – 2,000 Low - 100
	3. Wild pollinator and farm wildlife package: applicant meets the requirements of this package in targeted areas.	+ 1,000
	4. Wild pollinator and farm wildlife package: applicant meets the requirements of this package and falls within or touches a 'hotspot' area (greatest density of pollinators or farmland birds).	+ 500
Step 5: Calculate Final Score (value for money)	The overall score (Basic Score plus any additional scores) is then divided by the first year cost (£) to give the Final Score.	Final Score = Basic Score plus any Additional Scores divided by first year cost.
Step 6: Ranking of all applications	The Final Score is used to rank all applications.	

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

The Wild Pollinator and Farm Wildlife Packages (WPFWP) are designed to support applicants applying for the Mid Tier.

For The Wildlife Offers read Section 5.

The WPFWP groups management options together. When used together in the packages, these options help you to provide farmland wildlife with the essential resources they need to thrive and breed successfully.

You can use WPFWP to increase your application's score. Applications with a higher score are more likely to be offered an agreement.

## Benefits for Wildlife

The WPFWP help you to support your local wildlife, including:

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

## How it works

There are 3 wildlife packages to choose from:

- arable
- mixed
- pastoral.

If you have a mixed farm, you do not have to apply for a mixed package. For example, you may apply for the arable package, excluding grassland, if the arable options are better suited to your farm.

Each package includes a range of management options. These options help you to provide essential resources for wildlife.

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

You can choose as many of the options from the package as you want. Generally, choosing more options is better for farm wildlife, as you will provide a greater range of habitats and food/nesting resources. As with all Mid Tier, you must meet the management requirements for each of the options you choose.

You can choose to add any other appropriate Mid Tier options and capital items to your application with WPFWP.



Section 4.3.3 sets out the support that is available when choosing options.

The minimum requirements for the packages are as follows.

- Choose at least one option from each of the mandatory resource categories in your package.
- Meet the minimum hectare requirements for each of your chosen options (minimum metres for hedge options).
- Make sure that the area covered by the package options is at least 3% of the total area of farmed land included in your application.

The tables below set out the management options available in each package.

## Scoring and WPFWP

As with any Mid Tier application, we will give every option in your application a basic score. As long as you meet the minimum requirements of the package, we will also give you a bonus points score. If any of the land parcels touch a 'hot-spot' for farmland birds and/or wild pollinators, we will give you an additional scoring bonus. You can find information about the location of hotspots in your local [Statement of priorities](#).

If your application does not meet the minimum package requirement, we will not give you bonus points.

You can find all information on scoring in Annex 3.

## Eligible land

The WPFWP can only be located on BPS declared arable land, temporary grassland and permanent grassland. All other land uses are excluded from this package. Your land use must match the offer you choose. You must also meet the eligibility criteria for the Mid Tier – read Section 3.

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

Use the [calculator](#) to help you work out how much land to include in each option. You can also use the information in the tables below to make your calculations.

- Not all fields need to be included in your application for WPFWP, it can cover either the whole or part of your farm.
- You must meet the minimum requirements of your chosen package.
- You can choose to include more land than the minimum in your application. The maximum figures provided in the tables below are for guidance only. You can apply for more than the maximum but you will only receive the basic points for that option (but no extra package points).



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

As with all of Mid Tier, with the exception of hedgerows it is not possible to overlap Countryside Stewardship options with Ecological Focus Area (EFA) land at any time during the term of the Countryside Stewardship agreement. However, co-location within the same land parcel is allowed where the options do not overlap.

### Maximise the benefit for farmed wildlife

To increase the impact of the WPFWP package:

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

How to build a Mid Tier Wild Pollinator and Farm Wildlife Package

1. Work out the area of land that is eligible and decide how much to include in your application.
2. Use the tables below to choose the package that is right for your farm. You can choose from arable, mixed or pastoral packages.
3. Use the tables below to choose your options. You must choose at least one option from each mandatory resource category. Generally choosing more options is better for farmed wildlife.
4. Choose how many hectares you want to enter into each option (how many metres for hedgerows).
5. Make sure you meet the minimum requirements of the package. To help with your calculations you can use the [calculator](#). You can also use the information in the tables below to make your calculations.
6. Fill in your Mid Tier application form as set out in Section 4, adding in any other options and capital items that you wish to apply for.





## Using the Wild Pollinator and Farm Wildlife Package tables

Read the guidance above to understand how the packages work. There is a table below for each of the packages - arable, pastoral and mixed farm.

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

### Mid Tier package for arable farms

In total, the options you choose must cover at least 3% of the eligible land included in your application. You should apply the percentage calculation to the total area of arable land, temporary grassland and permanent grassland in the application.

Essential resources for wild pollinators and farmland birds	Select one or more of the following options from each essential resource (mandatory)	Minimum quantity required per 100 ha of application land	Maximum quantity required per 100 ha of application land
1. Nectar and pollen sources for insect pollinators and insect-rich foraging for birds	AB1 Nectar flower mix AB8 Flower-rich margins and plots AB15 Two-year sown legume fallow AB16 Autumn sown bumblebird mix AB11 Cultivated areas for arable plants (no more than 25% of the total resource area)	1 ha in total	3 ha in total
2. Winter food for seed-eating birds <sup>1</sup>	AB9 Winter bird food (or OP2 Wild bird seed mixture) AB6 Enhanced Overwinter Stubble AB2 Basic overwinter stubble (or OP1 Overwintered stubble)	2 ha 5 ha 10 ha	3 ha 7.5 ha 15 ha

Additional resources	Select one or more options as appropriate (optional):	Minimum quantity required per 100 ha of application land	Maximum quantity required per 100 ha of application land
Hedgerows	BE3 Management of hedgerows	500 m	2000 m
In-field breeding habitats for skylarks in winter cereal-dominated landscapes	AB4 Skylark plots	2 per ha of winter wheat	2 per ha of winter wheat
Ponds and ditches	WT2 Buffering in-field ponds and ditches on arable land	as required	as required

<sup>1</sup>You can choose to make-up your winter seed resources using just one of these options or a combination. Use the on-line calculator at [to help with the calculations.](#)



## Mid Tier package for pastoral farms

In total, the options you choose must cover at least 2.5% of the permanent and temporary grass included in your application. Plus a minimum of 500m per 100ha of eligible land must be entered into option BE3 management of hedgerows.

You must record the land use, for the year you are applying, as permanent or temporary grassland. You can include arable fields but only hedgerow options can be located on those fields.

Essential resources for wild pollinators and farmland birds	Select one or more of the following options from each essential resource (mandatory)	Minimum quantity required per 100 ha of application land	Maximum quantity required per 100 ha of application land
1. Nectar and pollen sources for insect pollinators and insect-rich foraging for birds	GS4 Legume and herb-rich swards (or OP4 Multi-species ley) GS2 Permanent grassland with very low inputs (outside SDA)	2 ha in total	4 ha in total
2. Nesting, hibernation and sheltering habitat	GS1 Take field corners out of management (outside SDA)	0.5 ha	2 ha
3. Hedgerows	BE3 Management of hedgerows	500 m	2000 m

Additional resources	Select one or more options as appropriate (optional):	Minimum quantity required per 100 ha of application land	Maximum quantity required per 100 ha of application land
Variable grassland sward structure to provide insect-rich foraging for birds	GS17 Lenient grazing supplement	1 ha	4 ha
Winter food for seed-eating birds	GS3 Ryegrass seed-set as winter/spring food for birds	2 ha	3 ha
Ponds and ditches	WT1 Buffering in-field ponds and ditches in improved grassland	as required	as required



## Mid Tier package for mixed farms

In total the options you choose must cover at least 3% of the eligible land included in your package. You should apply the percentage calculation to the total area of arable land, temporary grassland and permanent grassland in the application.

Essential resources for wild pollinators and farmland birds	Select one or more of the following options from each essential resource (mandatory)	Minimum quantity required per 100 ha of application land	Maximum quantity required per 100 ha of application land
1. Nectar and pollen sources for insect pollinators and insect-rich foraging for birds	AB1 Nectar flower mix	2 ha in total	3 ha in total
	AB8 Flower-rich margins and plots	2 ha in total	3 ha in total
	AB15 Two-year sown legume fallow	2 ha in total	3 ha in total
	AB16 Autumn sown bumblebird mix	2 ha in total	3 ha in total
	AB11 Cultivated areas for arable plants (no more than 25% of the total resource area)	2 ha in total	3 ha in total
	GS4 Legume and herb-rich swards (or OP4 Multi-species ley)	2 ha	3 ha
	GS2 Permanent grassland with very low inputs (outside SDA)	2 ha	3 ha
	GS17 Lenient grazing supplement	1 ha	3 ha
2. Winter food for seed-eating birds <sup>1</sup>	AB9 Winter bird food (or OP2 Wild bird seed mixture)	2 ha	3 ha
	GS3 Ryegrass seed-set as winter/spring food for birds	2 ha	3 ha
	AB6 Enhanced Overwinter Stubble	5 ha	7.5 ha
	AB13 Brassica fodder crops	5 ha	7.5 ha
	AB2 Basic overwinter stubble (or OP1 Overwintered stubble)	10 ha	15 ha
	AB7 Whole crop cereals	10 ha	15 ha

Additional resources	Select one or more options as appropriate (optional):	Minimum quantity required per 100 ha of application land	Maximum quantity required per 100 ha of application land
Hedgerows	BE3 Management of hedgerows	500 m	2000 m
Ponds and ditches	WT2 Buffering in-field ponds and ditches on arable land	as required	as required

<sup>1</sup>You can choose to make-up your winter seed resources using just one of these options or a combination. Use the on-line calculators in your application form to help with the calculations.



The following table gives worked examples of what a Mid Tier WFPWP could look like in different farm scenarios.

Farm scenario	Area of application land to be considered for CS	Package chosen	Typical options to meet the minimum requirements of essential resources	Annual payment for undertaking these options	Additional options to consider	Comments
Arable farm on heavy land mainly winter cropping, with some high quality hedgerows	250 ha	Arable	1.5 ha AB1 Nectar flower mix  1 ha AB8 Flower-rich margins and plots  5ha AB9 Winter bird food	£4,505.50	BE3 Management of hedgerows of high environmental value  AB4 Skylark plots  AB4 Skylark plots	Spread AB1 and AB9 across the farm, and split AB9 between annual and biennial mixtures
Arable farm on light soil with some spring cropping, good for arable flora and no high quality hedgerows	100 ha	Arable	0.5ha AB1 Nectar flower mix  0.25ha AB8 Flower rich margins and plots  0.25ha AB11  Cultivated area for arable plants  10ha AB2 Basic overwinter stubble	£1,363.25		Consider substituting AB9 Winter bird food and/or AB6 Enhanced Overwinter Stubble for some/all of the AB2
100% grass farm that has some quality hedgerows, semi/unimproved grassland and some ponds	50 ha	Pastoral	0.5ha GS2 Permanent grassland with very low inputs (outside SDA)  0.5ha GS4 Legume and herb-rich swards  0.25ha GS1 Take field corners out of management (outside SDA)  250m BE3  Management of hedgerows of high environmental value (both)	£333.25	GS17 Lenient grazing supplement  GS3 Ryegrass seed-set as winter/spring food for birds  WT1 Buffering in-field ponds and ditches in improved grassland	Consider GS3 and GS17 in areas with good numbers of seed-eating farmland birds, such as yellowhammers

Farm scenario	Area of application land to be considered for CS	Package chosen	Typical options to meet the minimum requirements of essential resources	Annual payment for undertaking these options	Additional options to consider	Comments
Mixed farm on heavy soil with high quality hedgerows and some unimproved grassland	200 ha	Mixed	4ha GS2 Permanent grassland with very low inputs (outside SDA) 4ha GS4 Legume and herb-rich swards 4ha AB9 Winter bird food	£4,176	BE3 Management of hedgerows of high environmental value	If there is silage on the farm, consider substituting some GS3 for part AB9

## Summary of Resources

We've provided a summary of the options available for each of the essential resources that deliver WPFWP below.

Resource 1: Nectar and pollen sources for insect pollinators and insect-rich foraging for birds	Resource 2: Nesting, hibernation and sheltering habitat for insect pollinators and birds	Resource 3: Winter food for seed-eating birds
Nectar flower mix (AB1)	Skylark plots (AB4)	Basic over-winter stubble (AB2)
Flower rich margins and plots (AB8)	Flower rich margins and plots (AB8)	Enhanced over-winter stubble (AB6)
Cultivated areas for arable plants (AB11)	Cultivated areas for arable plants (AB11)	Whole crop cereals (AB7)
Two year sown legume fallow (AB15)	Management of hedgerows of high environmental value (one or both sides) (BE3)	Winter bird food (AB9)
Autumn sown bumblebird mix (AB16)	Taking field corners out of management (GS1)	Brassica fodder crops (AB13)
Management of hedgerows of high environmental value (one or both sides) (BE3)	Permanent grassland with very low inputs (GS2)	Ryegrass seed-set as winter or spring food for birds (GS3)
Legume and herb-rich swards (GS4)	Lenient grazing supplement (GS17)	Over-winter stubble (organic) (OP1)
Multi-species ley (organic) (OP4)		Wild bird seed mixture (organic) (OP2)

# Annex 5 Actions to address water quality issues

The tables below show a list of options and capital items designed to help improve water quality. You can use these tables, along with the other information below, to identify the relevant options and capital items to address water quality priorities in your local area. Choosing the right options and capital items will help you to improve the quality of water on your farm, and in your local water catchment.

To receive support and approval from a CSFO (Catchment Sensitive Farming Officer), the options and capital items you apply for must address the pollutants identified as affecting that catchment. You will need to clearly show how the pollutant is currently reaching a watercourse and how the work you want to do will prevent this (a watercourse can include a groundwater aquifer). CSFO support will be targeted at those farms where the largest improvements in water quality are likely to be achieved.

You will need to show that you have included a suitable range of options and capital items to prevent the pollutant reaching a watercourse, 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 quality from using Countryside Stewardship water quality options and capital items, you should contact your local [Catchment Sensitive Farming Officer](#) for support and approval.

## Resources to help you choose the right option

1. If you live in an area where improving water quality is a high priority, you can get advice from [Catchment Sensitive Farming \(CSF\)](#). This gives advice on the appropriate use of the options and items to address water pollution, based on local priorities and issues.
2. You can find the water quality objectives for your local area in your local [Statement of Priorities](#). If your application meets local water objectives you will receive a higher score.
3. You can use the Countryside Stewardship on-line tool to help you identify the types of options and capital items that you can use to address water 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 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 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
Nectar Flower mix	AB1						X	
Beetle banks	AB3						X	
Enhanced overwinter stubble	AB6			X	X			
Two year sown legume fallow	B15			X	X		X	
Takefield corners out of management	GS1						X	
Permanent grassland with very low inputs (outside SDA)	GS2	X				X	X	
Permanent grassland with very low inputs in SDAs	GS5	X				X		
Take historic and archaeological features currently on cultivated land out of cultivation	HS2		X			X		
Organic conversion - improved permanent grassland	OR1			X	X			
Organic conversion - unimproved permanent grassland	OR2			X	X			
Organic conversion - rotational land	OR3			X	X			
Organic conversion - horticulture	OR4			X	X			
4- 6 m buffer strip on cultivated land	SW1						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
Seasonal livestock removal on grassland in SDAs next to streams, rivers and lakes	SW10	X				X	X	X
Riparian management strip	SW11	X				X	X	X
Nil fertiliser supplement	SW14		X			X		
4 - 6 m buffer strip on intensive grassland	SW2						X	
In-field grass strips	SW3						X	X
12-24m watercourse buffer strip on cultivated land	SW4						X	X
Enhanced management of maize crops	SW5							X
Winter cover crops	SW6		X			X		X
Arable reversion to grassland with low fertiliser input	SW7		X	X	X	X	X	X
Management of intensive grassland adjacent to a watercourse	SW8	X				X	X	X
Seasonal livestock removal on intensive grassland	SW9	X				X	X	X
Buffering in- field ponds and ditches in improved grassland	WT1				X	X	X	
Buffering in- field ponds and ditches in arable land	WT2				X	X	X	



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
Livestock and machinery hardcore tracks	RP4	X					X	
Livestock troughs	LV7	X					X	X
Above ground tanks	RP18	X	X	X	X	X		X
Bio filters	RP26			X	X			
Check dams	RP12	X					X	X
Concrete yard renewal	RP15	X	X	X	X		X	
Cross drains	RP5	X					X	X
Earth banks and soil bunds	RP9	X					X	X
Fencing	FG1	X						
First flush rainwater diverters or downpipe filters	RP19	X	X	X	X	X		X
Floating covers for slurry stores and lagoons	RP30	X	X			X		
Gateway relocation	RP2	X					X	X
Hard bases for livestock drinkers	LV3	X					X	X
Hard bases for livestock feeders	LV4	X					X	X
Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	RP23			X	X			
Installation of piped culverts in ditches	RP6	X					X	

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
Lined bio bed plus pesticide loading and wash down area	RP24			X	X			
Lined bio bed with existing wash down area	RP25			X	X			
Pasture pumps and associated pipework	LV5	X					X	X
Permanent electric fencing	FG3	X						
Pipework associated with livestock troughs	LV8	X					X	X
Rainwater goods	RP16	X	X	X	X	X	X	
Ram pumps and associated pipework	LV6	X					X	X
Relocation of sheep dips and pens	RP20			X	X			
Relocation of sheep pens only	RP21			X	X			
Resurfacing of gateways	RP1						X	
Roofing (sprayer wash down area, manure storage area, livestock gathering area, slurry stores, silage stores)	RP28	X	X	X	X	X	X	
Sediment ponds and traps	RP7	X					X	X
Self- supporting covers for slurry stores	RP29	X	X			X		
Sheep dip drainage aprons and sumps	RP22			X	X			
Sheep netting	FG2	X						

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
Silt filtration dams or seepage barriers	RP10	X					X	X
Sprayer or applicator load and wash down area	RP27			X	X			
Storage tanks underground	RP17							X
Swales	RP11	X					X	X
Water gates	FG15	X	X	X	X	X	X	X
Watercourse crossings	RP3	X					X	
Yard - underground drainage pipework	RP13	X	X	X	X	X	X	
Yard Inspection pit	RP14	X	X	X	X	X	X	

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

Section 4.7.1 explains that you must have approval from a local CSFO to apply for certain options and 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 Water Quality Priority Area.

Code	Option
SW7	Arable reversion to grassland with low fertiliser input
SW8	Management of intensive grassland adjacent to a watercourse
SW14	Nil fertiliser supplement
RP13	Yard - underground drainage pipework
RP14	Yard Inspection pit
RP15	Concrete yard renewal
RP17	Water storage tanks underground
RP18	Above ground water storage tanks
RP19	First flush rainwater diverters or downpipe filters
RP20	Relocation of sheep dips & pens
RP21	Relocation of sheep pens only
RP22	Sheep dip drainage aprons & sumps
RP23	Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)
RP4	Livestock and machinery tracks
RP24	Lined bio bed + loading & wash down area
RP25	Lined bio bed with existing wash down area
RP27	Sprayer or applicator load & wash down area
RP28	Roofing for sprayer wash down areas, manure storage, livestock gathering areas, slurry and silage stores
RP29	Self-supporting covers for slurry stores

You can find [Catchment Sensitive Farming Officer contact details and guidance](#) on finding out whether your land is in a Countryside Stewardship Higher Water Quality Priority Area on GOV.UK.

If your land is in a Countryside Stewardship High Water Quality Priority Area and you would like support or approval from a CSFO, you must contact your local CSFO by 31 May 2019 with:

- your name, address and postcode
- your CPH and SBI Numbers
- the capital items or options you are considering, which will benefit water quality
- water quality priorities on your farm
- basic farm details – e.g. size, enterprise (e.g. dairy, arable, poultry).



# Annex 6 Livestock record-keeping requirements on arable and grassland

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

This annex provides the detail of the livestock record keeping requirements that apply to Countryside Stewardship Agreement Holders. This will help you show that you are managing the land in accordance with your agreement.

The requirements are in addition to those set out in sections 6.2.5 and 6.5.1 of this manual.

If you have a Countryside Stewardship agreement that has options with prescriptions about grazing management (including prescriptions that say 'do not graze' or 'exclude livestock') the prescriptions for these options may require you to keep livestock records. The individual [option requirements](#) are on GOV.UK and in your Agreement Document.

## If you do not keep the required livestock records

It is a breach of the option management rules and we may apply reductions and penalties – read section 6.3 of this manual.

## How to keep livestock records

### At parcel level

You must keep livestock records for each land parcel that includes at least one of the options in tables 1A or 2A of Annex 6A and at least one of the options in table 3A of Annex 6B (if you choose to graze livestock). You do not need to keep parcel specific records for parcels that do not contain these options.

If you manage several adjacent parcels as one grassland unit, in a block or on rotation, you may keep one record for that grassland unit as long as any stocking limits that apply (usually set out in a calendar) have been set for the unit or block as a whole. The majority of stock can therefore be in one parcel at any given time with few or no stock in another, as long as the stocking density is less than or equal to the specified maximum when averaged across the block as a whole. Where there's a minimum stocking level, it is acceptable for there to be no grazing animals in an individual parcel at a given time, as long as the minimum level is met when averaged across the block as a whole. You should also keep farm level livestock records unless that grassland unit represents your whole farm (read definition of farm below).

### At farm level

If your agreement contains at least one of the options in tables 1B or 2B of Annex 6A or table 3B of Annex 6B, you must make sure there is no over or undergrazing, or intensification of grazing, due to carrying out the option management requirements. Read section 6.2.5 for more information.



You must keep livestock records as evidence that you have kept to the maximum stocking density required on your farm. The maximum stocking density is:

**Mid Tier:** do not stock more than:

- 2.5 livestock units (LU) / ha on non-Severely Disadvantaged Area (SDA) land; and
- 2.0 LU / ha on SDA land.

on average over the year across all agricultural land on the farm or production unit where the agreement is located.

**Higher Tier:** do not stock at more than the rates specified in the Agreement Document on average over the year across all agricultural land on the farm or production unit where the agreement is located.

## Recording and retention of livestock records

You can keep livestock records either electronically or on paper. However, your records must include all the required information (read below) as you may be asked to produce these when inspected.

Use the [livestock tables and spreadsheets](#) published on GOV.UK.

When you have filled these in, they will give you information to help you explain how you have met your agreement requirements at both the parcel level and farm level.

It is important to keep your records up-to-date, so that you can produce them if requested.

You must keep these records for the period of your agreement and for 7 years after it ends. If a problem occurs you can use your records as evidence of when the problem started, and its extent. This may limit any penalties.

## Information you must record

Your records must include:

- the agreement reference number, Agreement Holder's name and the calendar year (so the data can be linked to a particular agreement and the correct year);
- the name of the person who entered the record (to make it easier to check if there is a difference); and
- the date of the record (to show the data has been recorded in a timely way).

Your parcel level records must clearly show:

- the parcel number(s) so that the data is linked to the relevant parcel (or parcels - when adjacent parcels are managed as one unit);
- the option code that applies to the parcel(s) so that the data is compared with the relevant requirement;
- the area of the relevant option within that parcel(s) so that livestock density calculations are carried out correctly; and
- the dates when grazing takes place and (where appropriate) the livestock present on the option parcel to show that grazing has taken place within the prescribed periods and (where appropriate) that the livestock density has been calculated correctly.

You may need to record the following information:



- the species, age bracket and number of livestock on each option parcel - if your agreement includes a minimum or maximum livestock density or a livestock calendar.
- the breed - if you have the native breeds supplement (SP8).

You only need to keep records for the livestock types set out in Annex 6C. You will need to consider the age of the livestock so that you can convert livestock numbers into Livestock Units. You can assess of the age of the animals visually or use any other records available.

Your farm level records must include:

- livestock present on farm on the 15th of each month - to show that livestock density calculations are carried out correctly. You will need to record the species, age bracket and number of all the livestock on your farm. Making a record each month will mean you can calculate an annual stocking density. You only need to keep records for the livestock types set out in Annex C. You will need to consider the age of the livestock so that you can convert livestock numbers into Livestock Units. You can assess of the age of the animals visually or use any other records available; and
- area of farm - to make sure that livestock density calculations are carried out correctly, the area of your 'farm' is the agricultural area (the area of arable land, permanent grassland and permanent pasture, or permanent crops) of all agricultural land on the farm or production unit where the agreement is located (temporary grazing/ summer grass keep does not count towards the 'area of the farm').

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

## Options with restrictions

You only need to keep parcel level livestock records for the period when the restrictions on grazing apply. You will find these periods in your option management prescriptions.

## How often you should update your records

### Options listed in Table 1A of Annex 6A

Each time you move animals on or off a land parcel covered by an option listed in Annex 6A table 1A, you should update your records to show the new total number, species and age bracket of the animals present.

### Options listed in Table 2A of Annex 6A

You should update your records to show when grazing periods start and stop. This will provide evidence that you are meeting the required numbers in the option prescription.

### Options listed in Annex 6B (options that require exclusion of livestock)

You will make an annual declaration on your Countryside Stewardship claim form that you have met with the requirements of your agreement, which will be evidence that the exclusion has taken place.

### Farm level records Update monthly

You do not need to record temporary changes in numbers, when removal and return of livestock happen on the same day, For example, cows at daily milking time. However, you should make sure that any maximum livestock density is not exceeded on a land parcel covered by an option.



## Agreements on common land

If you are the Agreement Holder on a common (the signatory to the Countryside Stewardship agreement), you will need to make sure that livestock records are kept for the whole common. It is up to you how you get the necessary information from individual graziers on the common. In most cases there will already be a requirement on graziers to keep their own records. The number of animals on the common, at different times of the year, will be set out in the individual agreement. Records on commons should treat the common as a single grazing unit and records do not need to be broken down to the level of the individual land parcel.

If your Countryside Stewardship agreement requires a minimum stocking level on the common, and stock are moved off the common, you will need to make sure that there is no breach of the required minimum stocking density.

## Table 1 - Countryside Stewardship options with a livestock calendar; and/or a livestock density requirement

(use the Parcel level [record-keeping template](#))

### Table 1A – Parcel level records

A limited number of Countryside Stewardship options may require you to keep a stocking record to show how you have complied with the stocking rate requirements of an option (e.g. minimum and maximum stocking rates by grazing animal type by month). For those options that include this requirement you will need to keep records that are detailed enough to identify the stocking density on the relevant parcels during these periods. If your option prescriptions do not include this requirement then your records should follow the conditions set out in tables 2 or 3 (whichever applies).

GS9, GS11, SP5, SP6, SP7, SP8, UP2, UP3, UP6,

Your records must include the agreement reference number, Agreement Start Date, Agreement Holder's name, the calendar year and the date of each record.

For each parcel, your records must link together the parcel number with the Countryside Stewardship option code, the area of the Countryside Stewardship Countryside Stewardship option within the parcel, the number, species and age bracket of livestock present, and the dates when they are present. These data will allow you to calculate the livestock density on each parcel and thereby determine how you have met your stocking requirements. For SP6, SP7 and SP8 these data will allow you to determine the ratio of cattle to sheep.

Your records will need to take into consideration the age of the livestock to allow livestock numbers to be converted into Livestock Units. For this purpose you can make a visual assessment of the age of the animals concerned or use any other records available.

Parcel level livestock records only need to be kept for the period when the restrictions on grazing, within the option, apply. You will find these periods in your option management prescriptions.

If you are managing parts of a parcel differently – for example by using temporary fencing to exclude grazing from a buffer strip - your records need to reflect the relevant requirements for each part parcel.

If you run several adjacent parcels together as one grassland unit, in a block or on rotation, you may keep one record for that grassland unit provided that any associated stocking limits, (usually set out in a calendar), have been set for the unit or block as a whole.





If an option also has a stock exclusion period then your annual declaration on your Countryside Stewardship claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place (read table 3A).

If you have an option and a supplement(s) such as SP6 (cattle grazing supplement) on an area of GS10 (Management of wet grassland for wintering waders and wildfowl) you will need to keep records that are relevant to both the underpinning option and the supplement on each parcel (or parcels if managed as a single unit).

### **Table 1B - Farm level records (use the Farm level record-keeping template at [www.gov.uk/government/publications/countryside-stewardship-livestock-record-keeping](http://www.gov.uk/government/publications/countryside-stewardship-livestock-record-keeping))**

GS9, GS11, SP7, SP8, UP2, UP3, UP6,

Section 6.21 of the Countryside Stewardship manual explains the maximum stocking density requirement for your farm. The maximum livestock density for your farm will be included in your Agreement Document.

Your records must demonstrate that you have kept within that limit. The methodology for calculating a farm livestock density is:

The maximum livestock density is an annual average figure and should be calculated by adding together the density for each month of the calendar year and dividing by twelve.

The monthly density must be calculated on the basis of the livestock present on your farm on the 15th of each month. Effectively each month will contribute one twelfth towards the annual figure.

This means that you could exceed the maximum at times during the calendar year as long as there are other times when you are sufficiently below the maximum.

Your records will need to include the age of the livestock on the farm or production unit where the agreement is located. You can then convert these livestock numbers into Livestock Units to calculate the livestock density. For this purpose you should make a visual assessment of the age of the animals concerned but you might find it easier to use other records that are available.

For calculating the livestock density on your farm the area of your farm is the agricultural area (the area of arable land, permanent grassland and permanent pasture, or permanent crops) of all agricultural land on the farm or production unit where the agreement is located.



## Table 2 – Countryside Stewardship options with simple grazing requirements

### Table 2A – Parcel level records

Some Countryside Stewardship options have simple grazing requirements that are not density specific. For example AB8 includes: “cut (and remove if dense) or graze, 90% of the area between 15 August and 31 October” or GS6 which includes: “manage the grassland by grazing, hay cutting, or a mixture of both” – if you choose to graze then your records need to show evidence of when this took place. If you choose to manage the land without grazing then there is no need to keep a grazing record for the parcel (but you will need to meet the relevant control requirements which might apply).

AB8, BE4, BE5, CT1, CT2, CT6, GS1, GS4, GS6, GS16, GS17, HS7, LH1, LH2, OP4, SP1, SP3, SW13, UP1, WD7, WD8, WT12

If you have managed the option land by grazing then you need to keep parcel level livestock records. These must include the agreement reference number, Agreement Start Date, Agreement Holder’s name, the calendar year and the date of each record. For each parcel the dates, between which grazing took place and the numbers of stock grazing, should be recorded.

If an option has a stock exclusion period then your annual declaration on your Countryside Stewardship claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place (see table 3).

Parcel level Livestock Records only need to be kept for the period when the restrictions on grazing, within the option, apply. You will find these periods in your option management prescriptions.

### Table 2B – Farm level records

If your agreement allows you to graze at some point in the year and you choose to graze you will need to keep a livestock record for your farm, as set out in table 1B. This will show that you have complied with the maximum stocking density for your farm and that you therefore have not intensified livestock production.

If you do not graze this land at all during the calendar year you don’t need to keep farm level records unless another option in your agreement requires that these records should be kept.

If you use grazing in some years to manage your options, but not in others, your requirement to keep farm level records might change from year to year.

BE4, BE5, CT1, CT2, CT6, GS1, GS4, GS6, GS17, HS7, LH1, LH2, SP1, SW13, UP1, WD7, WD8, WT12



# Annex 6B

## Table 3 - Countryside Stewardship Livestock exclusion options

### Table 3A – Parcel level records

There is a group of options which require the exclusion of livestock for a part or the whole of the year.

AB1, AB6, AB7, AB13, CT3, CT4, CT5, CT7, GS3, GS7, GS8, GS10, GS12, GS13, GS14, GS15, LH3, OP1, SW3, SW4, SW7, SW8, SW9, SW10, SW11, SW12, WD4, WD5, WD6, WD9, WT7, WT9

If you have complied with the exclusion requirements then you do not have to keep parcel level livestock records. Instead, the annual declaration on your Countryside Stewardship claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place. If your agreement allows you to graze at some point in the year and you choose to graze then you need to keep parcel level livestock records as set out in Table 2A.

### Table 3B – Farm level records

If your agreement allows you to graze at some point in the year and you choose to graze you will need to keep a livestock record for your farm, as set out in table 1B. This will show evidence that you have complied with the maximum stocking density for your farm and that you therefore have not intensified livestock production.

If you don't graze this land at all during the calendar year you don't need to keep farm level records unless another option in your agreement requires that these records should be kept.

If you use grazing in some years to manage your options, but not in others, your requirement to keep farm level records might change from year to year.

AB1, AB6, AB7, AB13, CT3, CT4, CT5, CT7, GS3, GS7, GS8, GS10, GS12, GS13, GS14, GS15, LH3, OP1, SW3, SW4, SW7, SW8, SW9, SW10, SW12, WD4, WD5, WD6, WD9, WT7, WT9

# Annex 6C

Animal numbers are converted into livestock units as follows:	LUs
Cattle over 2 years	1.0
Cattle over 6 months to 2 years	0.6
Lowland ewe and lamb; ram	0.12
Store lamb, hill ewe and lamb; hogg; teg	0.08
Horse	1.0
Pony / Donkey	0.8
Goat	0.12



# Annex 7: Contact details

Rural Payments Agency offices are open from 8:30 am to 5:00 pm Monday to Friday, excluding Bank Holidays.

## General enquiries

You can contact us by:

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

telephone: 03000 200 301

## Completed Countryside Stewardship application forms

Please send your completed Countryside Stewardship application forms for the Mid Tier or the Wildlife Offers to:

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

## To contact Natural England, please use the following contact details:

Natural England  
County Hall,  
Spetchley Road  
Worcester  
WR5 2NP

email: [enquiries@naturalengland.org.uk](mailto:enquiries@naturalengland.org.uk)

telephone: 0300 060 3900

## Catchment Sensitive Farming Officer

[Catchment Sensitive Farming contact details](#)



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