



Rural Payments
Agency

Countryside Stewardship Facilitation Fund: manual for agreements starting on 1 June 2022

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Countryside Stewardship Facilitation Fund: manual for agreements starting on 1 June 2022

This manual explains how to become a Facilitator of a Facilitation group and how to apply for the Countryside Stewardship Facilitation Fund scheme.

2022 Facilitation Funding is available for a new round of applicants to apply to become Facilitators. Facilitators will help groups of farmers, foresters and land managers work together to improve their natural environment. In doing this, they'll be supporting Defra's 25-year environment plan through the delivery of Countryside Stewardship Priorities.

Be aware of Fraud

How to avoid fraud and what to do if you suspect an attempted fraud

How to avoid fraud and what to do if you suspect an attempted fraud

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

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

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

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

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

Data Protection

For information on how we handle personal data go to GOV.UK and search for [Rural Payments Agency personal information charter](#).

Key dates for Countryside Stewardship (CS) Facilitation Fund

Important dates for Countryside Stewardship Facilitation Fund

Key dates for Countryside Stewardship Facilitation Fund

Date	Details
13 December 2021	Application window opens for CS Facilitation Fund applications
2 February 2022 (midnight)	Last date to submit CS Facilitation Fund applications
2 February 2022 (midnight)	Application period closes
From April 2022	Agreement offer and declaration will be sent out for CS Facilitation Fund agreements that will start on 1 June 2022
1 June 2022	Start date for CS Facilitation Fund 2022 agreements applied for in 2021/2022

Introduction

This scheme manual has been developed for Countryside Stewardship Facilitation Fund agreements that will commence on 1 June 2022.

Agricultural Transition

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

Countryside Stewardship will eventually be replaced by environmental land management schemes that reward the delivery of environmental benefits. These schemes include the Sustainable Farming Incentive, the Local Nature Recovery Scheme, and the Landscape Recovery Scheme. The Sustainable Farming Incentive will be available to all eligible farmers from 2022. All other environmental land management schemes will become available from 2024.

The Countryside Stewardship Facilitation Fund scheme

The Countryside Stewardship Facilitation Fund 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. The Forestry Commission and Environment Agency provide technical advice as part of the application process.

This manual explains what you need to do to apply for Countryside Stewardship Facilitation Fund agreement

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

Any references in this manual to 'us' or 'we', refer to RPA.

Countryside Stewardship Facilitation Fund agreement

A Countryside Stewardship Facilitation Fund agreement comprises of:

- the scheme Terms and Conditions
- the agreement documents (which sets out Facilitator specific details)
- supplementary documents referred to in the Agreement Document.

The Terms and Conditions refer to the mandatory elements of this manual that Facilitator's must comply with.

Taking pride in delivery of environmental aims

The Facilitation Fund was established in 2015 and has exceeded expectations, setting up 136 groups with 3,800 members of farmers and land managers, developing their knowledge and skills to improve nature restoration in their local areas. Monitoring and evaluation studies have found that by coordinating action and working together, groups have achieved greater environmental benefits than would be the case from individual actions alone.

The success of the scheme in bringing people together is widely recognised in Defra and is a key part of proposals for the new Local Nature Recovery scheme.

The idea for successful collaboration is:

- to provide land managers with a local support network, to encourage long term engagement with positive environmental results
- to facilitate learning together with expertise and best practice amongst land managers and stakeholders, being achieved through the sharing of information and skills, and through the delivery of external training
- to plan and deliver shared actions or projects together that achieve higher quality environmental results across multiple holdings.

Countryside Stewardship supports Defra's 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.

CS Facilitation Fund groups will support the 25-year environment plan through delivery of the CS Priorities identified in the statement of priorities on their land, with a focus on, but not limited to:

- air quality (by reducing the emission of damaging air pollutants such as ammonia)
- increasing biodiversity
- advice to manage beaver activity on sites where they are already present
- water management

Addressing air quality

As part of Defra's 25-year environment plan, the government is committed to providing clean air by reducing the emissions of five damaging air pollutants by 2030.

Ammonia is one such pollutant and is the only one not to have shown a significant reduction in emissions in recent years. Over 80% of ammonia emissions come from agriculture so changing farming practices, particularly those involving livestock nutrition, handling, and spreading of manures and nitrogen fertiliser use can potentially have a big effect on reducing ammonia losses.

Ammonia can cause damage directly to sensitive species such as lichens. It's also a source of nitrogen so when carried in the air and then deposited onto the ground it can cause damage to sensitive natural habitats through enrichment and acidification of the soil. Ammonia also reacts in the air with other pollutants to form fine grainy matter which is damaging to human health.

Increasing biodiversity

Biodiversity matters because it supports the vital benefits humans get from the natural environment. Countryside Stewardship schemes offer land management options and capital works that keep, restore, and create priority habitats and support priority species that depend on these habitats. Improving biodiversity can be achieved by restoring habitats, protecting hedges, providing food and nesting resources for birds, insects, and other animals, and creating farmed areas for rare flowering plants. Collaboration at a local area increases habitat for some of the rarer species but can also encourage more common species to flourish in larger numbers.

Managing beaver activity

Following a successful trial in Devon, where the beaver population on the River Otter has been permitted to remain and expand naturally, the government has announced that we are now looking positively towards the reintroduction of beavers and further releases of this species in England. Beavers can bring significant benefits including increasing biodiversity, restoring wet woodlands, enhancing natural river processes, and attenuating (reducing) water flows. However, there are some circumstances where beaver activity may need to be managed to lessen negative impacts caused through their natural behaviours.

For the 2022 round, funds are available for Facilitators to bring together landowners or managers with beavers already present on their land to provide support, advice, and training. By co-ordinating local actions, groups should be able to harness the positive benefits beaver activity brings to the local environment.

Water management

Countryside Stewardship supports a range of water management options to improve water quality, address water pollution and address flood risk and coastal management. Through collaboration, land managers can reduce water pollution over a wider area by dealing with issues such as sediment run-off across holdings and improving water quality. The risk of flooding can be reduced by supporting changes to farming practices (such as crop management), improving farm infrastructure, and creating woodlands. These actions can help to reduce some of the effects of extreme weather events.

Important information

If you want to facilitate a new group, you can apply for the 2022 Countryside Stewardship Facilitation Fund. If you have an existing agreement that is coming to an end before the 2022 start date, you can also re-apply, but you'll need to show that you're meeting new priorities for the 2022 round of applications. This could be through choosing a new CS priority for your area and working with members of your existing group to deliver on that priority. You can also add new members to an existing group under a new application.

If you are in an existing agreement under the EU Programme which is not due to end before the new round starts on 1 June 2022, you can still apply. However, you must give us 6 months' notice that you wish to end your current agreement. This means letting us know you're terminating your current contract before we can confirm if you've been successful for the new 2022 scheme. If you are not successful in the new round of applications, you will not be able to withdraw your termination request and could end up without an agreement.

Before you apply

Before starting your application, read this manual thoroughly. You may need to refer to individual sections as you fill in your application.

Make sure your Rural Payments service details are up to date

You must be registered on the [Rural Payments service](#) before you can apply for the CS Facilitation Fund. If you are not already registered, you'll need to verify your identity first before signing into the Rural Payments Service. You can do this in one of two ways:

- calling the Rural Payments helpline on 03000 200 301 and we will help you - this will only give you access to the Rural Payments service, not other government services
- online with GOV.UK Verify – this gives you simple, trusted, and secure access to an increasing number of public services on GOV.UK. If you have difficulty verifying your identity with GOV. UK Verify or you are having problems with the Verify service, you should contact your identity provider.

After you've verified your identity, you can sign in to the [Rural Payments service](#) and start to register. You will need to create a password. For security, do not share your password with anyone. Once you have registered, you'll receive a Customer Registration Number (CRN) and a Single Business Identifier (SBI).

Before you start your application, check that the personal and business details you've registered are still correct. We'll use them to contact you about your application so make sure they are up to date.

There are different permission levels on the Rural Payments service. To submit your application, you must have 'Submit' permission levels for Countryside Stewardship (Applications). If successful in your application, you will also need 'Submit' permission levels for Countryside Stewardship (Agreements).

If you work for an organisation, your organisation must be registered on the Rural Payments service. You'll need to ask a registered person within the organisation to give you 'Submit' permission levels for CS (Applications) and CS (Agreements) to make applications and claims on their behalf.

You can find information about [registering and updating your details on the Rural Payments service](#) on GOV.UK. Or you can call us on 03000 200 301 if you have any questions.

Length of agreement

Countryside Stewardship Facilitation Fund agreements run for 3 years and will start from 1 June 2022.

Legal implications

This round of the CS Facilitation Fund will use the domestic power to give financial assistance in Section 1 of the Agriculture Act 2020, together with the new enforcement and monitoring powers in the Agriculture (Financial Assistance) Regulations 2021.

- [Agriculture Act 2020 \(legislation.gov.uk\)](#)
- [The Agriculture \(Financial Assistance\) Regulations 2021 \(legislation.gov.uk\)](#)

Coronavirus (COVID-19)

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

More information

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

1 Scheme Overview

Countryside Stewardship Facilitation Fund provides funding to Facilitation groups to work together to improve and protect the environment.

The Countryside Stewardship (CS) Facilitation Fund supports Facilitators (either individuals or organisations) who work with farmers, foresters, and other land managers to improve and protect the local natural environment through agri-environment schemes, supported by training.

Eligible land for the scheme includes:

- land under existing agri environment and forestry/woodland agreements
- common land
- land that is not currently under agreement.

Successful applicants will be those who can show a partnership or group, working together across holdings, to deliver shared environmental results that could not be achieved by individuals acting on their own.

Groups can consist of farmers, foresters, or land managers in any or no agri-environment scheme. From 2022 group members, if eligible, will be able to join the new environmental land management schemes as they become available.

Applications will be assessed on delivering good value for money in line with domestic strategic priorities.

To qualify for the scheme, your group will need to take on activities that are new to them or, for an existing group, undertake activities which support a new priority for the group. This would include, where required:

- using any new knowledge or expertise provided to operate in a different way. For example, aligning the management activities across different parts of the holdings, to deliver at a landscape scale, rather than a single-farm scale.

Facilitators work with their group members over the course of three years to:

- develop cooperation between the group members
- interpret the CS statements of priorities
- provide guidance to group members when they need help to submit individual (but supporting) CS applications for land management and capital items
- agree the CS priorities that group members plan to take forward across their holdings from the CS statements of priorities
- endorse any CS applications made as per individual scheme rules to show they are consistent with the group's agreed objectives. Facilitators can claim for up to two hours to endorse CS applications submitted in line with the CS Priorities.

Facilitators will also:

- support group members by using the relevant skills and expertise required to deliver the CS priorities. Where Facilitators are not qualified to provide this, they should purchase (procure) it from others
- suggest, make and keep links with local partnerships and initiatives, as well as Defra delivery bodies, to make sure the group is carrying out work that complements the local actions of these partnerships and initiatives. We will ask you to tell us about this when you make your claim.
- provide information to Natural England and the Rural Payments Agency to show what the group is doing differently through joined up working, and the difference this is making in the delivery of CS priorities.

1.1 Management Control

Group members must have management control of the relevant land parcels for a minimum of three years from the agreement start date. If they do not have full control of the land, they must get written consent from all other parties who have management control of the land to cover the entire period of the Facilitation Fund. For more information, read Section 4 'How

to Apply', step 4 'Supporting Documents and refer to the section on the Group member form.

1.2 Members with land owned by public bodies

If your application includes someone who is a tenant of a public body, you'll need to confirm with their landowner if the land is eligible to be included. They can still become a non-funded group member and receive training, but you will not be able to claim funds for them. Evidence of this will be requested on the Group Member form which must be completed along with the application form.

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

- payment from Exchequer funds
- grant aid from any other public body.

This means that Crown bodies and Non-Departmental Public Bodies (NDPBs) are not eligible for the scheme. This includes those that are Trading Funds and those that do not receive funds direct from the Exchequer.

Crown bodies include all government departments and their executive agencies, for example:

- Ministry of Defence
- Forestry Commission.

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

- Environment Agency
- Natural England
- Historic England

- National Forest Company.

Public bodies can work with a group where public land adjoins, or is connected to a group’s area, but the following restrictions will apply:

- their holdings must not be used for the group to fulfil the minimum number or area requirements for Facilitation Funds
- they won’t be eligible for the £500 per member uplift.

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

The table below gives details of the eligibility criteria for public bodies.

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

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

2 Funding

Information about what you can claim for under the Countryside Stewardship Facilitation Fund scheme.

2.1 What is covered by scheme funding

Funding will cover:

- the costs of facilitation and collaboration among the farming community involved
- the training of group members to better deliver CS priorities set out in the CS Statement of priorities and targeting priorities map
- the extension of the group and/or securing funds from other sources if the members of the group want that to happen.

You can find the priorities and more information on GOV.UK. Search for [Statements of priorities: Countryside Stewardship](#).

Funds will be awarded to successful applications through a competitive process. Subject to the budget available, only the highest scoring eligible applicants will be offered an agreement.

The funds you could receive as a Facilitator will depend on the number of holdings making up your group. You must have a minimum of four holdings and, although you can have unlimited members, we can only fund up to a maximum of 80.

You can apply for:

- Up to £10,000 per year for activities such as field trips, training sessions, and sampling/testing of soil and plants, plus one-off consumable items such as binoculars and field guides.
- £500 per member to cover costs of administration and management of the group

Facilitators will have the freedom to work flexibly between the budget headings. However, at assessment if the overhead costs are high and activity low, we would judge that as being poor Value for Money when assessing the application.

Example of costs:

Activity per annum	£10,000	£10,000	£10,000
Admin and Management costs for holdings per annum	4 holdings x £500 = £2,000	10 holdings x £500 = £5,000	80 holdings x £500 = £40,000
Funds over the lifetime of the agreement (3 years)	£30,000 + £6,000	£30,000 + £15,000	£30,000 + £120,000
Total funds	£36,000	£45,000	£150,000

2.2 Paying for the project

Grants are paid in arrears. This means that you can only make a claim for payment after the work has been carried out and you have paid for it.

Do not start work, incur costs (including paying deposits) or place an order before the project start date in your Grant Funding Agreement. This could potentially make your whole project ineligible and you may not receive payment.

3 Eligibility and mandatory criteria

You must read and meet the requirements detailed in this section as these are mandatory for the Countryside Stewardship Facilitation Fund scheme.

3.1 Who can apply

If you are an individual or organisation from the farming, forestry or other land management sector or service provider, with environmental land management experience and suitable facilitation skills, you can apply to become a CS Facilitator.

You must have land management experience and suitable facilitation skills, with expertise in at least one of the following:

- agriculture
- forestry
- water management
- ecology

3.2 Eligibility criteria

Your application must meet the following criteria in order to be considered for the scheme:

- The area of land that will be managed can deliver the CS priorities from the [Statements of priorities](#).
- The land must be at least 2,000 hectares (size of the holdings, not the area of management activity), unless you can show that your proposal fits a smaller clear environmental boundary. Examples of this would include clusters of woods, meadows, marshes and/or sub-catchments, or a beaver cluster which provides the opportunity to improve the connection and interaction between them.

- The area of land is spread over a minimum of four separate land holdings all managed by different people. (A common is treated as one holding for the purpose of this scheme and can join with non-common land to create the land area of the group).
- The holdings should be adjoining, or the majority should be adjoining. Holdings can be dispersed if applicants can show that cooperation across more dispersed holdings is necessary to deliver the CS priorities. This could apply to groups who are managing beaver activity on sites where beavers are already present.
- You must have the backing of the farmers, foresters and/or other land managers of the holdings

3.3 Mandatory selection criteria you need to provide:

3.3.1 Facilitators experience

As a Facilitator you must:

- give details of any experience or qualifications that you have of bringing people together to act cooperatively
- give details of your qualifications/experience in agriculture, forestry, water management and/or ecology. Supply any evidence you feel is relevant to your application and may help support it
- give details of your experience of the objectives covered by Countryside Stewardship
- provide two independent references to support your application and can confirm your knowledge and the results you've achieved. This could be someone you've worked with before for example, who is aware of your experience and what you can offer to a group.

3.3.2 Your group

- You will need to give details of when your group was established and how many members are in your group. There is no limit to the number of members you can have but the £500 uplift fund is capped at 80 members.

- Each group member will be required to fill out a Group member form and send this to you. Keep the signed original form as evidence. A copy of each Group member form should be submitted along with your application.
- You will need to give details of how you and the group intend to take ownership and work together to develop the cooperation required to achieve the groups objectives. You'll need to tell us what the role of each member will be.
- You will need to have a group agreement in place setting out how the group will operate and deal with disputes. You must retain the original group agreement and members should retain a copy for their records.
- You cannot charge a membership fee to members for any activity in relation to the Facilitation Fund.
- Group members need to confirm they have management control of the land for the lifetime of the group or provide their landowner(s) consent.
- All supporting evidence must be kept for the duration of your agreement and for seven years after the end date of your agreement.

3.3.3 Application content

- Provide details of the Countryside Stewardship priorities you will be delivering within your National Character Area(s).
- Provide details of the activities your group members will be doing as a result of working together. We want to know how your group will deliver more benefits together and what the long-term goals of the group are.
- Provide details of the possible or expected results, wider benefits and added value that your group will aim to achieve by 2025 as a result of working together.
- If you are applying to facilitate a group because there are beavers present on or near land associated with the group, you should explain this in your application. It may be that your proposed group has less than four members or less than 2,000ha of land under management control. If this is the case, we can consider your application as long as there is enough detail in the application explaining this.

3.3.4 Your planned service

- The purpose of the fund is to transfer and share knowledge and expertise on a one-to-many basis. You must provide a plan telling us about the training and advice you will give and how you intend to carry it out. Tell us why it is required and how it links in with the group's delivery of CS priorities. We are not able to pay for 1-2-1 advice under the Domestic round.
- If you're using a subcontractor for training or similar activities, make sure that any goods and services you buy meet the purchase (procurement) requirements and will deliver the best value for money. You will be asked to show evidence of this at the claim stage.
- Let us know if you plan to deliver the knowledge yourself or if you'll be relying on a sub-contractor.
- You should give details of meetings and conversations you have with other initiatives/schemes such as Catchment Sensitive Farming etc. and groups in your local area that are delivering CS priorities to make sure there is consistency with them.
- You must tell us if the group is receiving any other funds, or if you are planning to secure funds that will support the delivery of your group's plans.

4 How to apply

This section gives the information you need to apply for Countryside Stewardship Facilitation Fund.

Step 1 - Before you apply

- Register on the [Rural Payments service](#) if you have not already done so.
- Make sure you have the correct permission levels on the Rural Payments service to fill in the application. You will need 'Submit' permission levels for CS (Applications) and CS (Agreements).
- If you work for an organisation, they will need to be registered on the Rural Payments service. Ask a registered person within the organisation to give you 'Submit' permission levels for CS (Applications) and CS (Agreements).
- All group members listed on your application need to be registered on the Rural Payments service.
- Check that all land parcels you want included in your agreement are registered on the Rural Payments service.

You can find more information on [How to register and update your details on the Rural Payments service](#) on GOV.UK or you can contact us on 03000 200 301 and we will help you.

Step 2 - Preparation

- Read this scheme manual in full including the Terms and Conditions.
- Identify the CS priorities related to the area that group members could address. You can find these in the [Statements of priorities: Countryside Stewardship](#) on GOV.UK.
- Talk to and work with local initiatives and partnerships that could be delivering CS priorities in your area. This could include Local Nature Partnerships, Nature Improvement Areas, Catchment Partnerships, National Parks and Areas of Outstanding Natural Beauty.

- Talk to and work with Natural England, the Environment Agency and/or Forestry Commission local area teams, to make sure the CS priorities you want to deliver will complement other CS priority activities in the area.
- Work with group members to agree the CS priorities your group will deliver.
- Work with group members to look at the knowledge or skills that need to be developed to reach your planned outcomes.
- Confirm the area the group members will cover – this is the size of the holdings, not the area(s) of management activity.
- Work with group members to decide what action is required to develop successful teamwork within the group so that the CS priorities can be delivered across the holdings.
- It may be useful to look at the strengths, weaknesses, opportunities and any possible issues or risks within the group. This will help when sharing knowledge and expertise, and when deciding what to do and how it might be delivered. All agreed decisions should be added to the delivery plan within your application.

Step 3 - Start to fill in your application form

- Download the application form and any additional forms you may need from the [CS Facilitation Fund page](#).
- Make sure you open the application form in a PDF reader (for example Acrobat Reader). If you open the form in a browser window such as Google Chrome or Microsoft Edge, the option to automatically submit your form will not work.
- Gather your evidence and supporting documents.
- Refer to this scheme manual as you fill out the application and additional forms.
- Be aware of character limits for some questions on the application form. If you go over the character limit, any extra characters will not be included, and you may lose some of your answers.

Step 4 - Supporting documents

1. References

You must provide two independent references who can confirm your experience and previous outcomes achieved. Make sure their contact information is up to date as we may need to get in touch.

2. Group member form

- Each member of the group must fill in a [Group member form](#) to support the application.
- Group members must tell us if they have management control of their land for the length of the agreement. If they do not own the land, they must get written (includes email) confirmation from the landowner that they're happy for them to be a group member in a Facilitation Fund scheme. Agreement to this should be based on:
 - the land being available for funding
 - the land being at the disposal of the group member for the full length of the agreement.
- If the group member will not have management control over the land for the full length of the agreement, they will need to let us know if the landowner will take over management of the land and become a group member.
- Each member should confirm they have:
 - seen the Facilitators application and that they support it
 - seen and signed the group agreement (for disputes etc.)
- Each member should record if they will be nominating another person(s) to attend a CSFF meeting or Facilitator-led training session on their behalf. If circumstances change throughout the year the member should fill in the [Nominate a representative form](#) and send this to us.
- Group members can fill in the form electronically but will need to print it to sign it. They must send the completed form to their Facilitator so that a copy can be included with their application. Facilitators must keep the original signed version. Group members and Facilitators should both keep a copy of the form for their records. For more information about

eligible land, read Section 1.2 Members with land owned by public bodies.

3. Group Agreement

All Facilitators must have a group agreement in place to decide how the group will operate, how it will handle any disputes within the group, and to confirm each members' roles. This agreement must be signed by all members. The Facilitator and members should all keep a copy and submit only on request.

We do not provide a template for this agreement.

4. Maps

Applications must be supported by a map/s clearly showing:

- the area that the group members cover
- the size of each holding
- members name/business
- members SBI.

If you do not have access to mapping software, you can use MAGIC.

5. Consents

An email from the landowner (or their agent) confirming that they are content for the member to be part of the Facilitation group and for them to enter into a separate agri-environment agreement, or other funding, or make changes to land management, if applicable.

6. Procurement (acquiring) of goods and services

Before incurring any expenses for which you plan to claim grant payments for services from a third party, you should check that any goods and services are acquired in line with procurement requirements and will deliver the best value for money.

You will be asked at claim stage to show that any procurement or purchase of third-party services have met the requirements below.

The table below shows how many quotes, catalogue references and formal tenders are needed, depending on the value of each item.

Value of item or service	How to show value for money
---------------------------------	------------------------------------

Up to £4,999	One quote
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£5,000 or more	Three quotes, references to catalogue listings or formal tenders for each item
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You must provide references to a catalogue listing as printouts or photocopies. They should include:

- the date when printed or copied
- the item description and the price
- the name of the company or catalogue
- the page number or webpage.

Any quotes or tenders must come from:

- different suppliers that trade as standalone businesses and are not linked through shared ownership
- a business that's independent from the applicant or their business.

The quotes or tenders must include:

- detailed and itemised breakdowns of costs
- the supplier's address, telephone number and a contact name
- the VAT number (if the supplier is VAT registered and VAT is itemised on the quote)

- the supplier's company registration number if they are a limited company.

The quotes or tenders must be:

- comparable to each other in terms of quality, size, quantity, units, and specification
- from the last six months and still valid
- made out to the same business address on the application form. Online quotes should also be addressed to the business.

7. Costs including consumables

Not all expenses are eligible under the Facilitation Fund. This includes costs such as financial charges, fines, reclaimable VAT, and cash payments.

Facilitators must request prior approval from us if they wish to purchase consumables over £100.

The table below gives an outline of eligible and ineligible activity and items. This should not be considered an exhaustive list and Facilitators should discuss the eligibility of any items they are unsure of with us first.

You must provide evidence for all costs to show how they have been incurred.

Cost Category	Eligible	Ineligible
Staff costs	any staff working on Facilitation business and included in the Annual Delivery Plan/if staff are not working full time on Facilitation business, then only those costs relating to hours worked on Facilitation business can be claimed for	any staff not working on Facilitation business
Office Overheads	heating, electricity, phones, stationery, insurance costs relating specifically to Facilitation activities.	maintenance
Travel and subsistence	reimbursement for travel and subsistence costs for individuals working on Facilitation business, car parking, toll charges necessarily incurred on Facilitation business.	costs incurred by staff not involved in working on Facilitation business, parking or speeding fines (including any associated administrative charges from hire car companies), alcohol, entertainment

Cost Category	Eligible	Ineligible
Marketing and Promotion	website design (purely for Facilitation purposes only), pdf leaflet design, printing of promotional material (in exceptional circumstances only), banner stands	Facilitation branded mugs, pens, and other merchandise, county show and industry event entry fees
Events, room hire and associated costs	room and facility hire for Facilitation events, basic food and refreshments (e.g. tea and coffee, biscuits) for attendees, buffet (e.g. a sandwich selection and/or warm finger food)	alcoholic drinks, buffet/lunch
Procured services	advice/training by a 3rd party supplier	feasibility studies
Consumables (equipment)	testing of samples, guides (plants, birds etc.)	computers, printers, screens, keyboards, electric fence

Printing costs of promotional material are not generally considered eligible; the use of hard copy printed leaflets should be limited. Exceptions may be made for certain scenarios such as a high proportion of applicants living in remote rural areas with no access to broadband. In such exceptional situations you should be exploring ways to limit spending, such as the creation of a printable pdf which can be issued if necessary, rather than the more expensive option of outsourced printed leaflets.

8. Travel and subsistence

- Rail – all rail travel should be booked as standard-class.
- Taxi – should only be claimed where there is no other suitable method of public transport.
- Mileage:

Type	Rate per mile
private cars	45p
private motorcycles	24p

9. Staff Costs

Facilitators rates have been set as follows:

Facilitator activity	Rate per hour
Facilitation and administrative aspects of the job	£24
Facilitators providing environmental expertise	£44

£24 is the basic rate you can apply for. If you are providing environmental expertise you can also apply for the supplementary £44 (£68ph in total). Overheads for the scheme can be applied for on top of the Facilitators hourly rate.

The role of a Facilitator without environmental expertise - £24 per hour

A facilitator is a person who helps and manages a group of people to work together in a more collaborative manner. They understand the common objectives of the group and plan learning and activities to demonstrate the

benefits of these commitments and how to achieve them. In doing so, the facilitator remains 'neutral', meaning they do not take a particular position in the discussion.

It's difficult to both contribute and facilitate. If you have an interest in the outcome, or lack the skills, experience or authority to deliver the learning or activity, then consider bringing in an external facilitator or have additional support to facilitate the event.

Activity that falls under this role will include:

- Preparing the agenda
- Guiding and controlling the event
- Recording and actions

The role of a Facilitator with environmental expertise - £44 per hour

You can qualify for the additional £44ph when, in addition to the facilitation of the group, you are also providing technical knowledge and training to your group or using your skills and experience to actively search out appropriate training from qualified third parties. If you need to use your expertise to determine who should provide talks, research those who are experienced to provide the relevant knowledge then this time can be claimed at the higher rate.

Activity that falls under the expertise role will include:

- Researching external speakers/trainers
- Providing technical knowledge/training to groups

You can claim the full £68 if you are running an event with bought-in technical advice but you are also expecting to contribute because you have technical knowledge of the subject. You should be clear in what capacity you are joining an event and be able to evidence how you spend your time.

Administrative staff

You can claim £13.42 per hour for administrative activities carried out on behalf of the Facilitator to run the group.

Common tasks within this role include:

- storing information by filling in forms, writing notes and filing records
- typing reports, memos, notes, minutes, and other documents
- receiving and distributing incoming and outgoing correspondence
- checking figures, preparing invoices, and recording details of financial transactions made.

Where costs have been acquired (procured), for example by use of an outside organisation for training, a copy of the invoice, including a full breakdown of the costs involved and the bank statement showing payment of that invoice amount, are needed to support your claim.

10. VAT

If you are unable to reclaim VAT from HMRC you can include the VAT in your costs. If you are offered an agreement, you'll be required to provide a letter from an independent chartered accountant or HMRC confirming that you're able to include VAT within your claim.

VAT for staff costs

If you/your staff are VAT registered, you will be able to charge us VAT at 20% for the facilitation or administration costs you are claiming for your group. You must provide a breakdown of the VAT being claimed, separating out your actual costs from the VAT section, and include these amounts in the appropriate lines on your application and/or claim form. Include timesheets to support the time you have spent on each activity. If your organisation is not VAT registered or you are a self-employed individual who is not (or not obliged to be) VAT registered, then you can't claim for VAT.

If you are not registered for VAT and incur VAT costs in the acquisition and purchase (procurement) of activities or items associated with the facilitation of your group, you're eligible to have these costs reimbursed as

part of your quarterly claims. The costs should be split out between “Activity” and “VAT” on your application (an invoice for the activity or item concerned should be split in this way and will make it easier to assign the costs on your claim).

VAT for activities & training Consumables Activities and items to include:

- acquisition (procurement of) external training and trainers
- venue hire, including provision of basis refreshments
- travel and subsistence
- training materials, to include guidebooks, external training courses, samples/studies of land under the fund (training consumables)
- consumable items, including stationery, computer/telephone apps, computer peripherals, monitoring equipment (training consumables).

If you’re self-employed and the Facilitator role is something you do part time alongside other work, your independent accountant letter should specify what, if any VAT you are entitled to claim for.

11. Other

We may request other supporting documents to help us with our assessments.

We’ll only accept supporting documents if they are scanned and attached to your email. For more information, read Step 5 below.

Step 5 - Complete and submit your application

- Fill in all of the sections on the application form.
- Read the declaration and warnings carefully.
- Check your application has been completed in full and you have all supporting documentation.

- Enter your name in capital letters, your capacity (for example, sole trader, company director, agent and so on) and the date.

You must complete and submit your application within the published deadlines. You should allow enough time to arrange any consents or permissions needed and to make sure all supporting documentation is completed.

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.

We must receive your completed application and all supporting documents by midnight on 2 February 2022.

If the application form is not submitted by midnight on 2 February 2022, it will be rejected. If your application is incomplete, or there is missing information, we will get in touch by email. You will be given 10 working days to supply the missing information.

Important: if we do not receive missing information within 10 working days of the date of our email requesting this, your application will be rejected.

Emailing your application to us

- You must send us your application and supporting documents by email.
- Make sure that the email address you use to send your application is registered for the business on the Rural Payments service or the email will be rejected.
- Make sure you have the correct permission levels of 'Submit' for CS (Applications) and CS (Agreements) on the Rural Payments service.
- People employed or authorised by you (such as agents) need to have the correct CS permission level for the work you require them to carry out on the Rural Payments service.
- Once you've filled in the form and it's ready to submit, press the 'submit form' button (at the bottom of the form). This will open an email automatically addressed to us (ruralpayments@defra.gov.uk) with the subject heading already filled in and the completed form attached.

- You can attach more documents to this email if needed to support your application. There is a size limit of 32mb on the emails you can send to us through the Rural Payments service. To help with this issue, you can send zip files, or multiple emails if the size of one email is too big and isn't accepted.
- We do not accept links to virtual online drives such as iCloud/Google drive or One Drive with your supporting evidence stored there.
- If you need to send more than one email, make sure you include reference to the number of emails you'll be sending in the subject header, so we know how many emails/documents to expect. For example, 'CSFF application supporting maps – email 1 of 4'.
- Remember to put your SBI number on everything you send to us.
- We recommend that you email your application and supporting documents to us in plenty of time before the application deadline in case there are any electronic issues, or you need more support.

If you have any problems submitting your application by email, please contact us via the Rural Payments helpline on 03000 200 301 and we will help you.

5 After applying

What happens to your application after it's submitted.

5.1 Receipt of application

Once we receive your application, we'll check to confirm that:

- the form and all supporting documents have been submitted by the deadline
- the form has been completed in full
- the form meets the eligibility requirements for the scheme.

5.2 Assessment

As the CS Facilitation Fund is competitive, your application will be scored.

During our initial eligibility checks we will be looking to see:

- if you and your group members are registered on the Rural Payments service
- if the group member forms have been fully completed, signed and any consents submitted, including confirmation there is a group agreement in place
- if group members or anyone linked to the SBI you have provided is part of another CS Facilitation Fund group.

If your application passes the initial eligibility stage and is confirmed as valid, it will be passed to Natural England, the Environment Agency, and the Forestry Commission for local assessment.

Applications will then be put forward to a national panel to make sure there is consistency in the scoring process. The national panel comprises of:

- The Rural Payments Agency
- Natural England

- The Environment Agency
- Forestry Commission

The panel will be looking at:

- your experience and ability
- evidence about the group's proposals to undertake the CS priorities from the statements of priorities
- evidence of collaboration with other local partnerships and initiatives delivering the priorities that benefit the environment
- evidence that the transfer of knowledge and expertise requirements are directly needed for successful delivery of the CS priorities in the statements of priorities
- evidence to show that for new groups, members are taking on activities which are new to them
- your suggestions for successful collaboration between the group and how you plan to help members deliver environmental improvements in a joined up, landscape scale.
- a value-for-money assessment (for example the cost must be balanced against what is being delivered, its effectiveness and efficiency).

If your application has a final score equal to or greater than the agreed threshold score, we will offer you an agreement subject to available budget.

5.3 Why applications may be rejected

We may reject your application at any stage if it:

- is incomplete. For example, if you have not provided enough information and evidence needed for a complete application
- does not meet the eligibility criteria
- does not score highly enough to be prioritised against the available budget.

Your application will also be rejected if you do not provide all necessary supporting evidence throughout the duration of the agreement within the required timescale, or we find an issue at a later date.

If your application is not successful, we will contact you by email and let you know. We will tell you why your application was rejected, and you will have the right to appeal. If you're unhappy with our decision, you should refer to our [Complaints procedure](#) on GOV.UK in the first instance.

Read Section 13 Complaints and Appeals for more information.

6 Entering into a Grant Funding Agreement (GFA)

What happens if your application is successful and you receive a Grant Funding Agreement.

If your application is successful, we will send you a letter confirming this, and you will also receive a Grant Funding Agreement. We hope to start sending out GFA's from the beginning of April 2022. You should check your email regularly from this date as you will only have a limited time to accept the offer.

The Grant Funding Agreement will confirm the legal terms and conditions of the grant, including:

- the amount of the grant
- the outputs we have agreed for your project.

You should check all details in the agreement carefully before confirming and signing the acceptance declaration.

If you want to accept the offer you must sign and return the declaration as per the instructions in your agreement letter within 10 working days of receipt of the agreement offer. If you do not accept your offer in time, it will be withdrawn.

Your agreement will start on 1 June 2022 and run for three years.

Do not start any work until on or after your start date and only once you have accepted the offer.

Once you have accepted the offer and entered into an agreement, you can only modify, extend, or amend the agreement with RPA's consent. If you need to change anything in your Grant Funding Agreement over the course of the project, you must get written approval from us first. If you don't, we could end your agreement and claim back any funds we have already paid. If you are offered an agreement, we will give you more information and advice on making changes throughout the length of your agreement.

7 Variations

What to do if you need to make a change to your Facilitation plan during your agreement.

You may find that due to factors outside of your control, you will be temporarily prevented from carrying out some of the actions required under your agreement. If you need to make a change to your Facilitation plan at any time throughout the length of your agreement, you must let us know.

If the change is straightforward, for example, changing the date of a training session, you can tell us on your quarterly claim form.

If you are making a significant change, for example, changing what you're planning to deliver, purchasing consumables, or obtaining a new group member, you must apply to us for a variation to your agreement.

7.1 Applying for a variation

You must apply for consent to make significant changes and we must grant you permission before you make the requested change, for example, before you stop any work, or carry out any additional work. If you act without written or conditional permission, recoveries and/or reductions for a breach of agreement may be applied. For more information about recoveries and reductions, you can read the Terms and Conditions at Section 15.

You should request a variation through your change log which we will set up once you're offered an agreement. Fill in the change log as required and return it to us by email to ruralpayments@defra.gov.uk.

Permission to make a change is not automatic and we require up to 15 working days to consider any request you make. We'll contact you and update you with our progress if your request is likely to take longer to review.

We will look at your request as quickly as possible, and we may need to contact you for clarification or for more details.

If we agree to your suggested variation, we will email you with permission. You should keep this approval with your agreement documents.

Types of variations include:

- decrease in funds
- changes to projects outputs
- changes to claim submission dates
- changes to number of claims
- project delays
- purchasing of consumables over £100.

7.2 Uplift

£500 uplift for new members

When a new member joins your group, you can apply for an additional £500 uplift per year to cover additional costs of administration and management for the new member. You'll need to request this as a variation to your Grant Funding Agreement and give details of how the £500 uplift will be used across the remaining length of the agreement.

The maximum you can apply for is 80 members. You can have more than 80 members in your group but the fund uplift will be capped (stopped) if you reach 80 members.

We will look at each variation request, making sure the member isn't already part of this Facilitation group, or any other group. If we're content then we'll issue the variation, and you will receive the £500 uplift. This is subject to funds still being available. If the budget for the scheme has already been spent by the time you request your variation, we will not be able to give you the uplift payment.

7.3 Members leaving the group

If a member leaves your group, you should request a further variation to your budget to reduce it by £500 per year. You'll need to look at your costs and amend them for the following year and for the remainder of the agreement to consider the reduction in funds.

If a member leaves your group, we will not recover any funds for the current or previous years that person has been a member, as the costs will have already been incurred.

7.4 Variation of agreements

Occasionally, we may need to change the agreement in line with changes to law and other exceptional circumstances. In applying for the scheme, you accept that such changes may be made at any time. We'll tell you of all changes and where these changes will significantly affect your individual agreement, we will tell you as soon as possible.

If adjustments are needed to meet changes in regulations, relevant mandatory standards, requirements, or obligations but you are not willing to accept these changes, your agreement will end. You will not need to repay funds already received as part of your agreement.

8 Extensions due to underspend

How to request an extension if you have not spent your funding within the agreed time period.

Extensions may be requested where you have not spent all available funds at the end of your agreement period.

You must submit your request for an extension to us six weeks in advance of your agreement ending (for agreements that start on 1 June 2022, this would mean submitting your request by 18 April 2025). No additional funds will be made available during the period of extension. This includes the funding of consumable items and any uplift for new members joining the group.

8.1 Eligibility for extensions

- All eligibility criteria must continue to be met (or justification provided to explain why it cannot be met, as agreed by the panel at application stage)
- Extensions will run for a six-month period only (up to 30 November 2025).

2022 Round	Agreement start date: 01 June 2022	Agreement end date: 31 May 2025
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Six-month extension	Extension start date: 01 June 2025	Extension end date: 30 November 2025
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- All Facilitation plans must be on track to be achieved by the original end date.

Additional activities must be agreed and delivered. You must tell us of any planned changes to activities by applying for a variation using your change log form. Read Section 7.1 Applying for a Variation for more information.

9 Claims

How to make a claim for payment.

We must receive all claims for payment as per your agreed schedule, with the final claim for payment being submitted no later than three months after the agreement end date. We will not accept claims after this date.

The table below shows the claim schedule for each period you can claim for throughout your agreement:

Agreement Year	Period covered	Submission dates	
1	1 June to 31 August 2022	15 September to 31 October 2022	
	1 September to 30 November 2022	15 December 2022 to 31 January 2023	
	1 December 2022 to 28 February 2023	15 March to 30 April 2023	
	1 March 2023 to 31 May 2023	15 June to 31 July 2023	
		Submit Annual Report	1 June to 15 July 2023
2	1 June to 31 August 2023	15 September to 31 October 2023	

Agreement Year	Period covered	Submission dates	
	1 September to 30 November 2023	15 December 2023 to 31 January 2024	
	1 December 2023 to 29 February 2024	15 March to 30 April 2024	
	1 March to 31 May 2024	15 June to 31 July 2024	
		Submit Annual Report	1 June to 15 July 2024
3	1 June to 31 August 2024	15 September to 31 October 2024	
	1 September to 30 November 2024	15 December 2024 to 31 January 2025	
	1 December 2024 to 28 February 2025	15 March to 30 April 2025	
	1 March to 31 May 2025	15 June to 31 July 2025	
		Submit Annual Report	1 June to 15 July 2025

We will only pay for approved and eligible spending that is recorded on your Grant Funding Agreement and evidenced by supporting documentation. If you've changed your Grant Funding Agreement and what you will be claiming for in any given quarter, you must have requested this change and received permission from us before claiming.

When you've finished the work and the payment(s) for the items or activities has left your bank account, you can send us your claim for payment. If you are using a contractor, you must pay them before you make a claim for payment from us.

We will pay valid claims within 2 months of receiving them. If we receive a claim for payment after the last date of submission for the relevant claim period, the claim will be rejected.

9.1 Making a claim

The [CS Facilitation Fund claim form](#) is available for you to download on GOV.UK.

You must fill this form in to confirm the activities carried out against your planned milestones. You must keep evidence to support your claim. You must provide proof of spending, and evidence of payment (for example invoices, payslips, and bank statements) in support of any items you've claimed for.

You must fill in timesheets with the names of each person you are claiming for and the length of each activity so that we can accurately process your claim.

Claims and supporting documentation should be sent to us by email only.

- Make sure you have the correct permission levels on the [Rural Payments service](#)
- Make sure your email address is registered on the Rural Payments service
- Put CS Facilitation Fund Claim – SBI123456789 and CSFF123456 in the subject heading of your email to us

- Send your email to ruralpayments@defra.gov.uk.

All payments will be paid directly into the Facilitator's nominated bank account by the Rural Payments Agency (RPA).

9.2 If you make a mistake

If you make a mistake on your claim form, you can resubmit it. If you have any questions or concerns about completing the form, get in touch through the Rural payment's helpline on 03000 200 301 before you submit your claim, and we will help you.

We will work out the payment due to you based on your claim. If we notice there are errors, we will remove any ineligible amounts and pay you only on the eligible claims we can verify.

If your claim does not reach us on time, is incomplete or not in accordance with the scheme rules and scheme manual, then we may have to take action such as withholding payment or reducing part or all of your grant.

10 Monitoring progress, evidence and record keeping

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

We are required to make sure that Countryside Stewardship and the Facilitation Fund are properly controlled in order to protect public money. To support this, we will undertake administrative checks and site visits to monitor your (Facilitator's) compliance with the rules governing your agreements.

We can undertake three main checks:

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

You must allow us (or our authorised representatives or auditors) to access your land or premises to carry out site visits. Other UK public authorities may also visit you.

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

Administrative record checks

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

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

Agreement monitoring checks

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

Site visits

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

You must follow the requirements set out in your agreement and keep any records that are necessary to support your claim.

If we find any discrepancies during the site visit, we may have to apply reductions to your grant funds.

10.1 When evidence is required

You must obtain and keep evidence to show that you've carried out all the requirements of your agreement to support your claim or to support a site visit. You must also keep evidence that you are eligible for the scheme.

Your evidence must show that:

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

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

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

10.2 Evidence to support your application

You must keep evidence to show that you, the business, the land, and all consumable items are eligible. You may have to show this if you are chosen for a site visit.

Some of your evidence including references, maps and group member forms must be submitted with your application. Other supporting evidence such as your group agreement should be kept by you as we may ask to see it as part of our checks. You should keep copies of all supporting documents for the duration of your agreement and for seven years following the end date of your agreement. For more information, read the Terms and Conditions at Section 15.

Read Step 4 'Supporting documents' in Section 4 'How to Apply' of this manual for the supporting evidence you need to have in order to support your application.

10.3 During the agreement period

You may also need to supply evidence to show that you have carried out required actions such as:

- to support a claim. Where relevant, information will be sent with the claim form covering letter. For more information, read Section 10.5 'Evidence in support of a claim'.
- during or after an administrative check, an inspection, or other checks.

10.4 After the agreement period

The Terms and Conditions at Section 15 state that you must keep all invoices, receipts, accounts, and any other relevant documents relating to the expenditure of grant funds for at least seven years from the end of your agreement. If we find that the eligibility criteria are no longer being met, your agreement may end, and funds may be recovered.

10.5 Evidence in support of a claim

Each claim for payment will require evidence of the progress made against each delivery milestone.

All applicants in receipt of funds should provide invoices, timesheets, and payslips, accompanied by completed BACs runs (if applicable) and bank statements. Bank statements must show that payment of expenses linked to those invoices occurred on a date prior to the date of your claim. You must have this evidence in support of each and every item you claim grant funds for.

If we find any evidence missing from your claim, we will contact you. You will be given 10 working days to submit this information to us. If it is not received, we will remove the associated funds from your claim.

Members will need to complete an evaluation form after each session held with a Facilitator to give feedback on the value of the session. We may request copies of these evaluation sheets.

10.5.1 Evidence of Spend

You must give evidence of all spending you're planning to claim for. Some examples of evidence include:

- invoices - where copies of, or electronic invoices are provided in support of your claim, the original invoice must be kept for evidence purposes. We may request to see a sample of your invoices to compare against copies you've provided during site visits. Invoices must also be provided as evidence of overhead expenditure, such as bills for heating, lighting, room hire, refreshments, stamps, consumables etc.
- breakdown of travel & subsistence
- receipts
- signed Facilitation Fund timesheets (you must use the template available on GOV.UK) evidencing:
 - duration
 - dates
 - issues covered
 - time spent on preparation
 - details of costs

- staff costs, with separate calculations for each staff member where appropriate
- payslips (where Facilitator and/or staff are employed by a company)
- receipts from any sub-contractors, including evidence they were selected in a fair and open way and were the best value for money.

10.5.2 Bank Statements as evidence of payment

Proof of payments should be from bank statements or certified copies of bank statements. This means evidence that is clearly and directly generated from your bank's own system.

Acceptable evidence includes screen shots from an online account with necessary payment details and showing the bank logos.

Key elements that should appear on the bank statement, whether online or hard copy are:

- bank's name and logo
- account holder name
- sort code
- transaction date
- transaction type (including payee ref/cheque no)
- transaction amount
- date bank evidence generated.

We'll also accept a printed report from a banking system that despite not clearly showing it has been generated by a banking system, can be verified by your bank.

10.5.3 Pay Slips

Pay slips and BACS evidence must be provided alongside bank statements.

Pay slips must contain sufficient detail to link the payment to your other payment evidence, although sensitive personal information should always be redacted (covered up).

We will accept P60s as evidence for salary payments. If the person remains employed for a project under the same terms in a subsequent year, you can use a P60 from a previous year if verified at the end of the year. Proof of payment for national insurance contributions, pension contributions and income tax must also be supplied.

If payslips are generated from an organisation in a general electronic format i.e. without a logo or other branded and identifiable features, they can still be accepted as supporting evidence. However, they must be formally verified by us as an official payslip during site visits.

It is important that the evidence you supply is from a system that cannot be manipulated or falsified. Excel spreadsheets and screenshots of payroll information for example, are considered open to manipulation and will therefore not be accepted.

10.6 Annual report

As Facilitator, you must provide an annual report which draws on the quarterly reports. This report should identify what is being done differently and the effect this is having on the ground. Natural England use this information in case studies for monitoring and evaluation purposes.

10.7 Publicity

The Terms and Conditions at Section 15 require you to comply with all instructions, the scheme manual and any guidance relating to acknowledging and publicising the support provided. This includes using any materials or templates which are provided for this purpose.

11 Expiries and early termination (exit)

Information about ending your Grant Funding Agreement early.

An early exit (termination) is where the request to close your agreement happens before it has reached its official end date. Requests to make an early exit from an agreement can only be made by the delivery body for the scheme (which in this case is the Rural Payments Agency), or you, as the Facilitator.

If you wish to end your agreement early, this can be done at any time by giving us three months written notice (by email).

11.1 Early exit by the Facilitator

This usually occurs when you request to leave your existing agreement early to allow you to apply for a new agreement.

A written exit request must include the following to allow the request to be processed:

- your contact details
- the correct agreement reference and SBI it relates to
- the reason for early exit (this must be clearly stated)
- the early exit request must be signed by a person in the business who has 'Submit' permission levels for CS (Applications) and CS (Agreements) on the Rural Payments service.

11.2 Early exit by RPA

We may end the agreement early if we find:

- you have breached the terms of your agreement
- there is a change in circumstances affecting your eligibility to receive payments
- you have failed to repay any monies which have become recoverable by us.

We will send you written notice to confirm our decision to end your agreement early.

12 Breach of agreement

What happens if you do not meet the Terms and Conditions of your Grant Funding Agreement.

If you do not adhere to the terms and conditions set out in Section 15 Terms and Conditions for the duration of your agreement, we would class this as a breach.

Examples of regulation breaches include:

If you:

- do not report, as soon as reasonably possible, a change in circumstances which affect your ability to meet your agreement
- give false or misleading information, intentionally or unintentionally
- do not provide information or evidence when it's asked for and in the way it's asked for
- prevent a virtual or physical site visit from being carried out
- refuse to assist an authorised person in the course of a site visit.

12.1 What happens if there is a breach

If we find a breach, we will write to you and tell you. You'll have the opportunity to appeal if you do not agree with our findings.

If a breach is confirmed, we'll work out the most appropriate action we need to take and let you know. We may apply more than one course of action depending on the breach found.

We'll assess the level of breach in a fair and consistent manner, on a case-by-case basis, using the following set of criteria:

- to what extent the breach can be rectified
- the circumstances, nature and consequences surrounding the breach

- any failure to cooperate with site visits, or further investigations
- any steps taken to report a change in circumstances
- whether it is an isolated or a repeat occurrence
- whether it was intentional
- whether it was because of reckless or negligent action.

If there's a breach of your agreement or the regulations, we may:

- ask you to correct the breach
- issue a letter explaining that we've assessed the breach and what you have to do
- amend your agreement.

For more serious breaches, we may:

- reduce the payments you get, or withhold part of them
- reduce or withhold money from other schemes
- recover money we've already paid.

In the most extreme cases, we may:

- end your agreement
- stop you receiving financial assistance (other than BPS) under any other scheme for up to 2 years.

In exceptional circumstances where there is reasonable suspicion of a serious breach or fraud, then we may access land and your premises without notice, using powers of entry. In these circumstances, for example as part of a fraud investigation, we may access any computer that's been used in connection with the evidence or these records.

12.2 Good reasons for a breach

You may have previously seen exceptional or understandable reasons why you are unable to meet the terms of your agreement called 'Force Majeure'.

If you cannot meet the terms of your agreement for a good reason, you (or any person authorised to act on your behalf) must write to tell us as soon as you are in a position to do so. We will look at the circumstances and evidence provided on a case-by-case basis and decide what, if any, action will be taken.

You will need to provide written evidence to show:

- what has happened
- how the event meant you were unable to meet the terms and conditions of your agreement.

The following examples may be considered good reasons for a breach:

- the death or long-term professional incapacity of the Facilitator
- a severe natural disaster, including flooding or droughts that gravely affect the land related to your agreement
- the accidental destruction of capital items connected to your agreement
- damage caused by criminality
- supply chain issues
- an epizootic or a plant disease affecting part or all of your crops, trees, or livestock
- serious illness
- expropriation (confiscation) of all or a large part of the land (providing that the confiscation could not have been anticipated at the time the application for funds was made).

We will consider the facts to decide whether or not you will be relieved of all or part of your 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 exceptional circumstances.

12.3 If we find evidence of a possible fraud

All cases of suspected fraud will be investigated.

If you are worried whether an approach you might wish to take to deliver the aims of a standard could be considered fraudulent, you should contact us to discuss.

13 Complaints and Appeals

How to request a review or appeal against a decision we've made or a review into the service we have provided.

Complaints procedure

If you're unhappy with a decision we have taken about your application or agreement, or the service you've had from us, you can request a review (reconsideration) in accordance with Regulation 30 of the Agriculture (Financial Assistance) Regulations 2021 within 60 days of the decision or determination.

If you remain unhappy with the outcome of the review you can submit an appeal in accordance with Regulation 31 of the Agriculture (Financial Assistance) Regulations 2021 within 60 days of the decision being notified to you.

You can email us, write to us, or call us. You can find our contact details in Section 14 'Contact details'.

The full guidance about our [Complaints procedure](#) is available on GOV.UK. This also includes information on how to request a review or submit an appeal.

14 Contact details

How to get in touch with us.

Contact details for the Countryside Stewardship Facilitation Fund:

Visit our website

www.gov.uk/rpa

You can find more information about the [Countryside Stewardship Facilitation Fund](#) on GOV.UK. Search for Facilitation Fund.

Look on our website for information about when the Rural Payments service may not be available.

Email

ruralpayments@defra.gov.uk

Make sure you put your Single Business Identifier (SBI) and agreement number (if applicable) for all enquiries.

Call us

You can call us on 03000 200 301 (Monday to Friday 8:30am to 5pm, except bank holidays).

Write to us

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

15 Terms and Conditions

The Terms and Conditions of the Countryside Stewardship Facilitation Fund scheme.

These Terms and Conditions include the Facilitator's obligations for the Facilitation Fund

Parties

(1) The Secretary of State for the Department of Environment, Food and Rural Affairs of Seacole Building, 2 Marsham Street, London, SW1P 4DF, acting through the Rural Payments Agency, whose principal address is at North Gate House, 21-23 Valpy Street, Reading, RG1 1AF (the Authority).

(2) The Facilitator identified in the Facilitation Agreement.

Background

(A) The Countryside Stewardship Facilitation Fund supports people and organisations that bring farmers, foresters, and other land managers together to improve the local natural environment at a landscape scale (the "Facilitation Fund"). The Facilitation Fund will be delivered in accordance with Chapter 1, of Part 1 of The Agriculture Act 2020 c.21. to secure greater cooperation amongst farmers and other land managers to deliver the Countryside Stewardship priorities across several holdings.

(B) The Facilitation Fund forms part of the Countryside Stewardship scheme and is funded by the UK Exchequer. The Authority is the delivery body responsible for managing the Countryside Stewardship Facilitation Fund.

(C) The Authority will pay the Grant to the Facilitator for the purpose of delivering Services subject to the Agriculture (Financial Assistance) Regulations 2021 No. 405 as amended ("the Governing Regulations") and the terms and conditions of their grant funding agreement ("the Facilitation Agreement").

(D) The Facilitation Agreement comprises these standard Terms and Conditions, and the Facilitation Agreement Offer and Facilitation Plan,

which are both individual to the Facilitator. To comply with the Facilitation Agreement the parties will also need to refer to a Group Agreement, the Facilitation Fund Manual (“the Manual”) and related forms as described below.

(E) The Department for the Environment, Food and Rural Affairs (Defra) is the body with overall responsibility for the Countryside Stewardship scheme and may, acting itself or through the Authority, exercise any powers or functions under these terms and conditions and the Facilitation Agreement, including enforcing any terms of the Facilitation Agreement against the Facilitator in accordance with clause 29 (Third Party Rights).

1. Definitions and Interpretation

1.1 In these Terms and Conditions and the Facilitation Agreement, the following terms shall have the following meanings:

Definition	Interpretation
2020 Act	Agriculture Act 2020 c.21 as amended from time
Facilitation Agreement Offer	The email issued by the Authority to the Facilitator offering the Facilitation Agreement
Application	The application form for the Facilitation Fund and any accompanying documents, as completed and submitted by the Facilitator to the Authority
Authority	Has the meaning given to it in paragraph (1) of the Parties to these Terms and Conditions
Change Log	The form will be provided by the Authority to the Facilitator after commencement of the Facilitation Agreement and any amendments thereof as notified by the Authority to the Facilitator

Definition	Interpretation
Commencement date	The date on which the Facilitation Agreement commences as detailed in the Facilitation Agreement Offer
Controller	Has the meaning given to it in the Data Protection Legislation
Data Protection Legislation	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy
Data Subjects	Has the meaning given to it in the Data Protection Legislation
Defra	The Department for Environment, Food and Rural Affairs (DEFRA)
Expiry date	The date on which the Facilitation Agreement comes to an end
Facilitator	Has the meaning given in paragraph (2) of the Parties to these Terms and Conditions
Facilitation Fund	Has the meaning given to it in paragraph (A) of the Background to these Terms and Conditions

Definition	Interpretation
Facilitation Agreement	Has the meaning given to it in paragraph (D) of the Background to these Terms and Conditions, and comprises (a) these Terms and Conditions (b) the Facilitation Plan; and (c) the Facilitation Agreement Offer
Facilitation Plan	The document issued by the Authority to the Facilitator, setting out details of the Services and the Grant
GOV.UK	The UK government website at www.gov.uk which contains information about the Facilitation Fund
Governing Regulations	Means the domestic legislation governing the Facilitation Agreement being The Agriculture (Financial Assistance) Regulations 2021
Grant	The sum specified in the Facilitation Plan, which subject to the Facilitation Agreement, is to be made available to the Facilitator for reimbursement of expenditure validly incurred in undertaking the approved Services
Grant Claim	A claim submitted by the Facilitator to the Authority for payment of part or all of the Grant, comprising a Grant Claim and Progress Form together with any supporting documents and evidence required

Definition	Interpretation
Grant Claim and Progress Form	The form will be provided by the Authority to the Facilitator after commencement of the Facilitation Agreement and any amendments thereof as notified by the Authority to the Facilitator
Group	The parties to the Group Agreement, described as such in the Facilitation Fund Application
Group Agreement	A valid and binding agreement between the members of the Group to address the Group governance, including but not limited to the operation of the Group, roles of Group Members and dispute resolution procedures. The Agreement must be signed by all Group Members, and any amendments thereof as notified by the Authority to the Facilitator
Group Member	A farmer, forester, or land manager with management control of land who is a member of a Group
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

Definition	Interpretation
Law	Is any law, statute, subordinate legislation with the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body with which the Authority or Facilitator is bound to comply
Joint Controller	Has the meaning given to it in the Data Protection Legislation
Manual	Document which sets out additional requirements, rules that farmers and land managers must follow on the land and further information and guidance for Facilitators, which is available on www.gov.uk
Personal Data	Has the meaning given to it in the Data Protection Legislation
Processor	Has the meaning given to it in the Data Protection Legislation
Project	Has the meaning given to it in the Data Protection Legislation
Representatives	Has the meaning given to it in the Data Protection Legislation

Definition	Interpretation
Services	The services provided by the Facilitator to the Group in the performance of his role as Facilitator as described in the Facilitation Plan
UK GDPR	Means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 419/2019)
Working Day	Any day other than a Saturday, a Sunday, or a public holiday in England

1.2 References to clauses are to the clauses of these Terms and Conditions, unless otherwise stated. The headings in these Terms and Conditions are inserted for convenience only and shall not affect their construction.

1.3 A reference to a particular law or regulation is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.6 Any words following the term including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

2. Facilitator's Declarations

2.1 The Facilitator 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 Facilitation Agreement;
- (c) it has read and understood and will comply with the terms and conditions of the Facilitation Agreement, the Group Agreement and the Manual;
- (d) it is not aware of any circumstances which would render it ineligible for the Grant or otherwise prevent it from fulfilling its obligations under the Facilitation Agreement;
- (e) if there are any changes to the Facilitator's circumstances which could affect its eligibility or suitability for the Grant or its ability to fulfil its obligations under the Facilitation Agreement, it will notify the Authority in writing as soon as is reasonably practicable;
- (f) all information provided by or on behalf of the Facilitator to the Authority in connection with the Facilitation Agreement is and will remain true and accurate;
- (g) the Facilitator has disclosed to the Authority all information which would or might reasonably be thought to influence the Authority in making the Grant offer;
- (h) it has not received and will not receive any duplicate funding or allowances from other sources in respect of the same obligations it is required to undertake under the Facilitation Agreement. This includes the charging of membership fees;
- (i) its obligations under the Facilitation Agreement do not duplicate and will not duplicate any other legal obligations it would otherwise be required to undertake;
- (j) its obligations under the Facilitation Agreement do not and will not conflict in whole or in part with any other legal or contractual obligations on the Facilitator;

(k) the Facilitator and Services will at all times conform with all relevant domestic law in the performance of its obligations under the Facilitation Agreement;

(l) the Services provided to the Group shall correspond with all plans, specifications and particulars set out in the Facilitation Agreement and shall be carried out with all due skill, care, ability, and diligence and in accordance with good industry practice.

2.2 The Facilitator 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 Facilitation Agreement. The Facilitator understands that the Facilitation 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 the Authority.

2.3 The Facilitator 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 Facilitator of any of its obligations under the Facilitation Agreement unless expressly permitted in writing by the Authority.

2.4 The Facilitator shall be deemed to be in breach of the conditions of the Facilitation Agreement if it dishonestly, knowingly or recklessly provides false or misleading information or intentionally obstructs or fails to assist the Authority or any person carrying out any public functions or exercising any rights or powers in connection with the Facilitation Agreement.

2.5 The Facilitator understands that it is an offence to knowingly or recklessly provide false or misleading information and that such conduct by the Facilitator may attract criminal penalties.

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

3. Facilitator's Obligations

3.1 The Facilitator shall:

- (a) Provide any information requested by the Authority in relation to the Facilitation Agreement and Group Agreement;
- (b) Use the Grant to provide the Services to the Group as set out in the Facilitation Plan and in accordance with the Facilitation Agreement, the Manual and Group Agreement;
- (d) Submit quarterly and annual reports to the Authority in accordance with the Facilitation Agreement and Manual;
- (e) Submit quarterly Grant Claims to the Authority in accordance with the Facilitation Agreement and the Manual;
- (f) Seek prior written agreement from the Authority for any proposed significant changes to the Facilitation Agreement; as indicated in Section 7 of the manual;
- (g) Update the Change Log with any significant changes required to the Facilitation Agreement or Group Agreement seeking approval by requesting a variation by the Authority;
- (h) In applying for and receiving the Grant, the Facilitator agrees to comply at all times with the other provisions of these Terms and Conditions, the Facilitation Agreement as a whole, the Manual and Group Agreement as a condition of receiving the Grant;
- (i) Comply with and be subject to all applicable domestic law, including the requirements of the Governing Regulations; and
- (j) Comply with and be subject to all other applicable statute, bye-law, regulations, orders, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation.

3.2 Any change to the Group or Group Agreement shall be subject to written agreement by the Authority in accordance with the Manual and the Application.

3.3 Subject to any provision to the contrary in the Terms and Conditions, the Facilitator must not receive any other public funding for the Services. Where other public funding is permitted, full details are set out in the Terms and Conditions and the Manual. If the Facilitator receives any other public funding which is not explicitly permitted in the Terms and Conditions and the manual, the Authority reserves the right to recover the Grant in accordance with clause 9 (Breach) and/or terminate the Facilitation Agreement in accordance with clause 20 (Termination).

3.4 The Facilitator shall not obtain duplicate funding from a third party for the Services or obtain any funding for the Services from a third party that, in the opinion of the Authority, is likely to bring the reputation of the Services and/or the Authority into disrepute.

3.5 The Facilitator shall not use the Grant to fund or cross-subsidise related, linked, parent, subsidiary, partnership, or joint venture operations based in Northern Ireland. Funds from this Grant will solely be used for the purposes of England business operations only.

4. Term

4.1 The Facilitation Agreement shall commence on the Commencement Date and continue in force until the Expiry Date or, if earlier, the date of earlier termination in accordance with clause 20 (Termination).

4.2 For the avoidance of doubt expiry or termination of the agreement shall not affect the parties' continuing obligations in accordance with clause 21 (Consequences of expiry or termination). Where delivery milestones have been fully achieved but the budget has not been exhausted the Expiry Date may be extended on one occasion by 6 months, subject to approval by the Authority.

5. The Manual

5.1 The Facilitator shall comply with the Manual as a condition of receiving the Grant.

5.2 The Authority reserves the right to update or amend the Manual from time to time. In such circumstances the Facilitator will be notified in writing of any changes.

6. The Group Agreement

6.1 The Facilitator shall comply with the Group Agreement as a condition of receiving the Grant.

6.2 The Facilitator shall provide any information requested by the Authority in relation to the Group Agreement. If the Facilitator fails to provide the information requested within the time allowed the Authority reserves the right to terminate the Facilitation Agreement.

6.3 The Authority may require changes to the Group Agreement before approving the same. The Facilitator shall be responsible for obtaining the consent of Group Members to any amended Group Agreement.

7. Payment of Grant

7.1 Subject to these Terms and Conditions, the Grant shall be used to reimburse expenditure validly incurred by the Facilitator for the delivery of the Services in accordance with the Facilitation Agreement.

7.2 Unless otherwise explicitly permitted in writing by the Authority, the Grant may not be used to reimburse any expenditure incurred prior to the Commencement Date or after the Expiry Date.

7.3 The Facilitator shall make Grant Claims in respect of eligible costs in accordance with and subject to the requirements and limits set out in the Facilitation Agreement and the Manual.

7.4 The Facilitator shall submit Grant Claims to the Authority quarterly in arrears (or such longer period as the Authority agrees in writing), in accordance with the Grant Claim and Progress Form Submission in Section 4 of the Facilitation Plan.

7.5 To submit a Grant Claim, the Facilitator must provide both

(a) a Grant Claim and Progress Form completed in accordance with the instructions on the form itself and the Manual, and

(b) the required evidence in support. The evidence required in support of a Grant Claim is specified on the Grant Claim and Progress Form and in Section 10, specifically 10.5 of the Manual.

7.6 A Group Agreement must be in place before any Grant will be released to the Facilitator.

7.7 The Grant will be paid directly to the Facilitator's nominated bank account via BACS transfer by the Authority, subject to the necessary funds being available when the payment falls due. The Facilitator agrees and accepts that payment of the Grant can only be made to the extent that the funds are available.

7.8 Any failure by the Facilitator to submit a Grant Claim in accordance with the instructions (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.

7.9 The Authority shall check and verify all Grant Claims before any sum of payment is made and may require the Facilitator to provide additional information or evidence in support of a claim within a specified deadline of 10 working days. If there is any discrepancy between the amount claimed by the Facilitator and the amount the Facilitator is entitled to claim, the Authority may take such actions as it considers necessary pursuant to Regulation 24 of the Governing Regulations. In the most severe cases, the Grant Claim may be rejected in its entirety.

7.10 Any undue payments or overpayments received by the Facilitator must be repaid, including those paid as a result of an administrative error by the Authority.

7.11 The Facilitator shall check any Grant it receives and notify the Authority immediately if it has reason to believe that any error has occurred.

7.12 Payment in full or in part of the Grant claimed under this clause 7 (Payment of Grant) shall be without prejudice to any claims or rights of the Authority or the Group against the Facilitator in respect of the provision of the Services.

7.13 If the Facilitator breaches the terms of the Facilitation Agreement the Authority shall be entitled to take such of the steps as they consider appropriate under Regulation 24 of the Governing Regulations, including

but not limited to suspending Grant payments or recovering any Grant paid from the Facilitator, and charge interest.

7.14 The amount of the Grant shall not be increased in the event of any overspend by the Facilitator in the delivery of its obligations under the Facilitation Agreement, unless where agreed through the variation process at clause 22 (Variation).

7.15 Any liabilities arising at the end of the Services including any redundancy liabilities for staff employed or engaged by the Facilitator to deliver the Services must be managed and paid for by the Facilitator. There will be no additional funding available for this purpose.

7.16 The Grant offer has been made on the basis that the costs presented to the Authority take account of all VAT liabilities. Where the project costs increase after the date the parties have entered into this Agreement because an error has been made as to the amount of VAT payable and not recoverable by the Facilitator, the Authority shall be under no obligation to increase the Grant to meet any VAT liability of the Facilitator.

7.17 Onward payment of the Grant and the use of sub-contractors is prohibited (except with the Authority's prior written approval in accordance with the provisions of clause 31 and shall not relieve the Facilitator of any of its obligations under these Terms and Conditions or the Manual, including the obligation to repay the Grant.

7.18 The Facilitator must notify the Authority, without delay, of any anticipated or actual changes to the Facilitator's bank or building society account. Where the Authority has been notified of an actual or anticipated change to the Facilitator's nominated business bank or building society account, the Authority may withhold payments until such time as the Authority is satisfied that the changes have been checked and verified.

8. Change of circumstances

8.1 The Facilitator must notify the Authority, as soon as reasonably practicable, of any change in circumstances which might reasonably be expected to affect:

- (a) its continued entitlement to the Grant;
- (b) its compliance with conditions subject to which the Grant is given;

(c) the ability of the Facilitator to achieve the purpose for which the Grant is given in accordance with any agreed standards or timescales; or

(d) the amount of Grant awarded or due to be awarded.

8.2 The Facilitator acknowledges and accepts that a notifiable change of circumstances may have consequences for the Facilitation Agreement, and the Authority may at its absolute discretion take action in response in accordance with Regulation 11, of the Governing Regulations, for example to reduce the amount of grant, terminate the Facilitation Agreement and/or recover all or part of the Grant.

9. Breach

9.1 The Authority reserves the right to delay, reduce, recover or withhold payment or require repayment of the Grant in whole or in part, to withhold the whole or part of any financial assistance payable under any financial assistance scheme to which the Facilitator is entitled, to terminate this Facilitation Agreement in accordance with clause 20, or to prohibit the Facilitator from receiving financial assistance from other financial assistance schemes under the 2020 Act for a period of up to two years if it determines, after carrying out a proportionate investigation, that any of the following circumstances applies:

(a) the Facilitator or any employee or agent of that person, has at any time, given false or misleading information to the Authority;

(b) the Facilitator receives or uses Grant money otherwise than in accordance with the Facilitation Agreement;

(c) the Facilitator has failed to prevent or report actual or anticipated fraud or corruption in relation to the Grant;

(d) the Facilitator incurs expenditure using the Grant on activities that breach any Law;

(e) the Facilitator is in breach of any of the terms or conditions of the Facilitation Agreement or requirements of the Guide;

(f) the Facilitator is in breach of any requirement to which they are subject under the Governing Regulations as amended.

9.2 Where the Authority requires any part or all of the Grant to be repaid in accordance with this clause 9 the Facilitator shall repay this amount no later than 60 days beginning on the date on which the notification is given. If the Facilitator fails to repay the amount of the Grant required by the Authority within 60 days of a demand (subject to any appeal process) from the Authority for payment, the sum may be withheld from any financial assistance under section 1 of the 2020 Act, and in the alternative will be recoverable summarily as a civil debt, together with interest on that amount calculated in accordance with Regulation 28.

9.3 In addition to the Authority's rights pursuant to clause 9.1, the Authority may at its discretion take other actions available to the Authority pursuant to Regulation 24 of the Governing Regulations upon a determination that any of the circumstances as set out in clause 9.1(a) – 9.1(f) has occurred. This shall include but is not limited to:

- (a) issuing a warning letter to the Facilitator;
- b) amending, removing, or replacing a condition subject to which financial assistance is given either temporarily or permanently;
- (c) amending, removing, or replacing any agreed standards or timescales either temporarily or permanently; and
- (d) permitting the Facilitator to rectify the breach within a specified period

9.4 The Authority may exercise any of its rights or remedies without prejudice to and expressly reserving any and all other rights and remedies of the Authority as contained in the 2020 Act and the Governing Regulations and within the Facilitation Agreement

10. Monitoring and reporting

10.1 The Facilitator shall monitor the delivery and success of the Services to ensure that the aims and objectives of the Facilitation Fund are being met and that the Facilitation Agreement is being adhered to.

10.2 The Facilitator shall provide the Authority with quarterly and annual reports in arrears (or such longer period as the Authority agrees in writing), in accordance with the submission schedule.

10.3 Quarterly reports shall be provided on the Grant Claim and Progress Form completed in accordance with the instructions on the form itself and accompanied by the evidence specified on the form and in the Manual. An Annual report shall be provided in accordance with the format requested by the Authority.

10.4 The Facilitator shall on request provide the Authority with such further information, explanations and documents as the Authority may reasonably require for it to establish that the Grant has been used properly in accordance with the Facilitation Agreement.

10.5 If requested, the Facilitator shall provide the Authority with a final report at the Expiry Date which shall confirm whether the obligations under the Facilitation Plan have been successfully and properly completed and explain the outcomes achieved.

10.6 If the Facilitator fails to provide the Authority with a report, information, explanation, or documents in accordance with the Facilitation Agreement and Manual, the Authority may withhold payment of the Grant. In the case of severe delays, the Authority reserves the right to terminate the Facilitation Agreement.

11. Site visits

The Facilitator consents to the Authority or any other person authorised by the Authority carrying out visits to or inspections, either virtually or physically, of the Facilitator's premises or the provision of the Services in accordance with Part 6 of the Governing Regulations.

Such visits and inspections will be with a minimum of 48 hours' notice, unless with the prior agreement of the Facilitator. The Facilitator agrees to cooperate and assist with any person authorised to visit or carry out an inspection, and shall permit access to any premises, equipment or documents as are reasonably required for the purposes of the visit or inspection.

12. Maintenance of Accounts and Records

12.1 The Facilitator shall keep separate, accurate and up-to-date accounts and records of the receipt of and expenditure relating to the Grant and

evidence of its compliance with its obligations under the Facilitation Agreement, which shall comply with any applicable standards and requirements set out in the Facilitation Agreement, the Manual and in any separate instructions issued to the Facilitator.

12.2 The Facilitator 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 seven years following the Expiry Date. The Authority shall have the right to review the Facilitator's accounts and records relating to the Grant and shall have the right to take copies of such accounts and records.

12.3 The Facilitator 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 Facilitator shall, upon request, provide any of the information referred to in clauses 10 (Monitoring and reporting) and 12 (Maintenance of Accounts and Records) to any other UK or their authorised representatives or auditors upon request.

13. Access to documents and information

The Facilitator shall, upon request, supply any documents, information, data, reports or written or verbal explanations which may be required by any UK public authority (or their authorised representatives or auditors) in connection with the Facilitation Agreement or the Facilitation Fund.

14. Evaluation

14.1 The Facilitator understands and agrees that as a condition of receiving the Grant funding it may be required to participate in evaluation processes, which may take place during the Facilitation Agreement or after its expiry or termination.

14.2 The Facilitator 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 public authority to carry out such an evaluation.

15. Acknowledgement and publicity

15.1 The Facilitator 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 by the Authority for this purpose. Further details of the publicity requirements applicable to the Facilitation Fund are set out in the Manual.

15.2 In using the Authority's name and logo (and the name and logo of the UK government body), the Facilitator shall comply with all reasonable branding guidelines issued by the Authority from time to time.

15.3 The Facilitator agrees to participate in and co-operate with promotional activities relating to the Facilitation Fund if required to do so by the Authority.

15.4 The Authority may acknowledge the Facilitator's involvement in the Facilitation Fund as appropriate without prior notice.

15.5 The Facilitator 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.

15.6 The Facilitator agrees that, for each financial year, the Authority shall publish the following information in relation to the Facilitation Agreement:

(a) The full name of the Facilitator

(b) The post town, post code area and district where the Facilitator is resident or located

(c) The total Grant payments received by the Facilitator in that financial year; and

(d) A description of the activities financed by the relevant payments.

15.7 Information published under clause 15.1 shall be published on a searchable database on www.gov.uk [link] and shall remain there for three years from initial publication.

15.8 The Facilitator agrees that the Authority may publish such information about the Facilitator's business and the grant as is necessary to comply with domestic, European and international Law on subsidy control.

15.9 The Facilitator or Defra may further acknowledge the Facilitator's involvement in the Fund as appropriate without prior notice.

15.10 The Facilitator shall comply with all instructions and guidance from the Authority in relation to acknowledgement and publicity of the Grant and the Fund, 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 Facilitator for business purposes, and/or a poster, plaque or billboard displayed on the Facilitator's land or premises.

15.11 Where the Facilitator uses the name and logo of the Authority or Defra, or any other organisation in its publicity, it shall comply with all reasonable branding guidelines or instructions it is given in relation to the use of such name or logo.

15.12 The Facilitator agrees to participate in and co-operate with any promotional and publicity activities relating to the Countryside Stewardship Facilitation Fund if required to do so by the Authority or Defra and shall comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs, and case studies that will assist.

16 Intellectual property rights

16.1 The Authority and the Facilitator agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by or licensed to either the Authority or the Facilitator before the Commencement Date or developed by either party during the period of the Facilitation Agreement, shall remain the property of that party.

16.2 Where the Authority has allowed the Facilitator to use any of its Intellectual Property Rights in connection with the Facilitation Agreement (including without limitation its name and logo), the Facilitator shall, on termination or expiry of the Facilitation 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 15 (Acknowledgement and Publicity)).

16.3 The Authority shall have a perpetual, non-exclusive, royalty-free, sub-licensable licence to use any Intellectual Property Rights created by the Facilitator in connection with the Facilitation Agreement.

17. Data and Information

17.1 The Facilitator and the Authority shall comply at all times with their respective obligations under Data Protection Legislation.

17.2 For the purposes of this clause 17 the terms Personal Data, Processor, Controller, Joint Controllers and Data Subjects have the meaning given to them in the UK GDPR.

17.3 Defra is the Controller of any Personal Data the Facilitator gives to the Authority. Read [information on how the Authority handles personal data](#) on GOV.UK.

17.4 To the extent that the Facilitator 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:

- (a) shall comply with applicable Data Protection Legislation in respect of its processing of such Personal Data;
- (b) shall be individually and separately responsible for its own compliance;
- (c) does not and shall not process any Personal Data as Joint Controllers.

17.5 Each party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the

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

17.6 The parties acknowledge and agree that this Facilitation Agreement does not require either party to act as a Processor of the other. In the event that there is any change which requires either party to act as a Processor the parties agree, at their own cost, to enter into the standard data protection clauses set out in the Crown Commercial Services Procurement Policy Note 02/18 (as amended or replaced from time to time).

17.7 The Facilitator may provide Personal Data relating to the Project to the Authority and the Authority will be an independent Controller in its own right of such Personal Data. Prior to providing any Personal Data to the Authority the Facilitator will provide the Data Subjects with the fair processing information contained in the privacy notice published by the Authority on www.gov.uk The Department for Environment, Food and Rural Affairs is the data controller for personal data you give to RPA. Read [information on how we handle personal data](#) on GOV.UK.

17.8 The Facilitator agrees the Authority and its Representatives may use Personal Data which they provide about their staff and partners involved in the Services to exercise the Authority's rights under this Facilitation Agreement and or to administer the Grant or associated activities. Furthermore, the Authority agrees that the Facilitator and their Representatives may use Personal Data that the Authority provides about its staff involved in the Services to manage its relationship with the Authority.

17.9 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may, on not less than 30 working days' notice to the Facilitator, amend this Facilitation Agreement to ensure that it complies with Data Protection Legislation and any guidance issued by the Information Commissioner's Office. Each party will, at its own cost, implement any measures required for it to comply with requirements or recommendations of guidance issued by the Information Commissioner's Office and with the terms of this Facilitation Agreement.

17.10 The provisions of clause 17.1 shall apply for the duration of the Facilitation Agreement and indefinitely after its expiry.

17.11 The Facilitator acknowledges that Defra and the Authority is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIRs”).

17.12 The Facilitator shall provide all necessary assistance and cooperation which is reasonably requested by the Authority or Defra for the purposes of complying with their obligations under FOIA and EIRs. If they require the Facilitator to supply information pursuant to a FOIA/EIRs request, the Facilitator shall supply all such information which is within its possession or control within 5 Working Days from the date of the request by the Authority or Defra (or such other period as the Authority may reasonably require).

17.13 If the Facilitator receives a FOIA/EIR request from a member of the public, the Facilitator shall not respond to the request but shall forward the request to the Authority within 2 Working Days of receipt.

17.14 The Authority shall determine in its absolute discretion and in accordance with its obligations under Data Protection Legislation, whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIRs.

18. Insurance and Limitation of Liability

18.1 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.

18.2 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Facilitator’s provision of the Services, the provision of the Grant or from the Authority exercising its rights under the Facilitation Agreement.

18.3 The Facilitator shall indemnify and hold harmless 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 and/or omissions of the Facilitator in relation to the Facilitation Agreement or its obligations to third parties.

18.4 Subject to clauses 18.1 and 18.2, the Authority's total aggregate liability in connection with the Facilitation Agreement shall not exceed the amount of the Grant.

18.5 The Facilitator acknowledges and accepts that if it suffers any losses which prevent it from fulfilling its obligations under the Facilitation Agreement, the Authority may require the Grant to be repaid or the losses to be made good at the Facilitator's own expense, regardless of whether the Facilitator is insured against such losses.

19. Good reasons for a breach

19.1 If the Authority determines that the Facilitator has breached the Facilitation Agreement, and the Facilitator (or any person authorised to act on the Facilitator's behalf) has informed the Authority of good reasons for the breach, and submitted evidence in support of those reasons, the Authority may decide that no enforcement action is required.

19.2 The Authority will consider the reasons and evidence submitted on a case-by-case basis in deciding whether or not the Facilitator is relieved of all or part of its obligations under the Facilitation Agreement and whether to take enforcement action and will inform the Facilitator in writing of its decision.

20. Termination

20.1 The Authority reserves the right to terminate the Facilitation Agreement and payment of the Grant for the unexpired period of the Facilitation Agreement on written notice to the Facilitator with immediate effect and without compensation if:

(a) the Facilitator has breached the terms of the Facilitation Agreement and (if such breach is capable of remedy) has failed to remedy such breach within the specified period in which to do so in writing by the Authority;

(b) there is a notifiable change in circumstances under clause 8 (whether or not the Authority has taken steps to recover the Grant);

(c) the Facilitator has failed to repay any sum which has become recoverable by the Authority under the Facilitation Agreement;

(d) the Authority has made a determination under regulation 20 of the Governing Regulations.

20.2 If the Authority terminates the Facilitation Agreement under clause 20.1 above, it reserves the right to prohibit the Facilitator from entering into a new agreement under any financial assistance scheme(s) under section 1 of the 2020 Act for up to two years from the day after the date of termination.

20.3 In addition to its right to terminate under clause 20.1 above, the Authority may terminate the Facilitation Agreement and any future Grant payments at any time on giving the Facilitator three months' written notice. Provided that the Facilitator is not in breach of the Facilitation Agreement, Grant payments already paid will not be recoverable.

20.4 The Facilitator may terminate the Facilitation Agreement by giving a minimum of three months' written notice to the Authority. The Facilitator understands that it may be required to repay all or part of the Grant and that its obligations under the Facilitation Agreement shall not cease until such repayment has been made.

21. Consequences of expiry or termination

21.1 Expiry or termination of the Facilitation 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.

21.2 Expiry or termination of the Facilitation Agreement shall not affect the continuing rights and obligations of the parties under clauses 9 (Breaches) 13 (Access to Documents and Information), 11 (Site Visits), 12 (Maintenance of Accounts and Records), 14 (Evaluation), 15 (Acknowledgement and Publicity), 16 (Intellectual Property Rights), 17 (Data and Information), 18 (Insurance and Limitation of Liability), 21 (Consequences of Expiry or Termination), 23 (Severability), 24 (Waiver), 25 (Notices), 26 (Dispute resolution, complaints and appeals), 28 (Joint and Several Liability), 29 (Third Party Rights), 30 (Governing Law and

jurisdiction) or any other provision in the Facilitation Agreement or Manual which is expressly stated to survive expiry or termination of the Facilitation Agreement or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

22. Variation

22.1 The Authority reserves the right to vary the Facilitation Agreement. Any variation will be effected in writing and the Facilitator shall be notified 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 Facilitator.

22.2 Any amendment or variation proposed by the Facilitator to the provisions of the Facilitation Agreement will not be effective unless approved in writing by the Authority.

22.3 The Facilitator will keep a record of any amendments or variations it proposes which the Authority approves in the Change Log.

23. Severability

If any term, condition or provision of the Facilitation 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 Facilitation Agreement.

24. Waiver

No failure or delay by either party to exercise any right or remedy under the Facilitation Agreement shall be construed as a waiver of any other right or remedy.

25. Notices

25.1 All notices and other communications in relation to the Facilitation Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed, or mailed (first class postage prepaid) using the contact details set out in the Offer Letter (or any

updated address which is subsequently notified by one party to the other). It is the Facilitator's responsibility to notify the Authority of any change to its contact details.

25.2 If personally delivered or if emailed all such notices shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such notices shall be deemed to have been given and received on the second Working Day following such mailing.

25.3 General communications concerning the Facilitation Fund which are not personal to the Facilitator may be published online.

26. Dispute resolution, complaints and appeals

Any dispute arising between the parties or appeal made by the Facilitator shall be resolved according to the Authority's complaints procedure and in accordance with section 13 of the Manual.

27. No partnership or agency

The Facilitation Agreement shall not create any partnership or joint venture between the Authority and the Facilitator, 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.

28. Joint and several liability

Where the Facilitator is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into this Facilitation Agreement on behalf of the Facilitator shall be jointly and severally liable for the Facilitator's obligations and liabilities arising under the Facilitation Agreement.

29. Third party rights

29.1 Subject to clause 29.2 below, the Facilitation Agreement does not and is not intended to confer any benefit on any person who is not a party to the Facilitation Agreement.

29.2 The terms of the Facilitation Agreement may be enforced and recovery of any Grant may be sought by Defra, which shall be entitled to receive the benefit of the Facilitation Agreement as if it were the Authority.

30. Governing law and jurisdiction

Subject to clause 26 (Dispute resolution, complaints and appeals), the Facilitation Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

31. Assignment, succession and sub-contracting

31.1 A reference to a public organisation includes a reference to any successor to such public organisation.

31.2 The Facilitator acknowledges that the Grant is non-transferable and the Facilitator may not, and agrees not to attempt or purport to, assign or transfer the Grant, the Facilitation Agreement or any of its rights under the Facilitation Agreement.

31.3 The Facilitator shall not assign, sub-contract or in any other way dispose of the Services or any part of them without the prior written consent of the Authority or in accordance with the Manual. Sub-contracting any part of the Services shall not relieve the Facilitator of any obligation or duty attributable to the Facilitator. The Facilitator shall be responsible for the acts and omissions of its sub-contractors as though they are its own.