



Rural Payments
Agency

Countryside Stewardship: Woodland Management Plan grant manual (from 8 February 2022)

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Countryside Stewardship: Woodland Management Plan grant manual (from 8 February 2022)

The Woodland Management Plan grant is part of Countryside Stewardship. It's a capital grant for farmers and land managers to produce a woodland management plan.

Are you and your land registered?

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

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

1 Introduction

The Woodland Management Plan grant is part of Countryside Stewardship. It's a capital grant for farmers and land managers to produce a woodland management plan.

This manual applies to Woodland Management Plan applications received from 8 February 2022. It explains what you need to do to apply for a Woodland Management Plan grant and any additional requirements and processes which you must follow.

Woodland Management Plan manual

This manual explains what you need to do to apply for a Woodland Management Plan grant and any additional requirements and processes which you must follow. Read [Countryside Stewardship: How to apply](#) for guidance and information on other woodland capital grants available as part of Countryside Stewardship.

Countryside Stewardship scheme overview

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

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

Other outcomes supported are:

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

Countryside Stewardship 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'. It also

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

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

- Higher Tier agreements for land that requires more complex management tailored to the individual site and now includes woodland maintenance.
- Mid Tier agreements that provide a range of options and capital items that together help to deliver a broad range of environmental benefits.
- Four Wildlife Offers that provide a simpler set of options to help improve the wildlife on farms.
- The Capital Grant offer provides grants for boundaries, trees and orchards, water quality, and air quality.
- The Woodland Tree Health grant to help restore and improve tree health.
- The Facilitation Fund supports individuals who bring together groups of farmers, foresters and land managers, to improve and protect the environmental outcomes in their area.
- The Countryside Stewardship Protection and Infrastructure grant provides grants for woodland infrastructure.

The Woodland Management Plan grant is designed to help create a UK Forestry Standard (UKFS) compliant 10 year woodland management plan.

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

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

More information

Read the [Countryside Stewardship: How to apply page](#) and the [Countryside Stewardship forms page](#) for more information specific to woodland support and the Woodland Management Plan.

Agricultural Transition

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

Applications for Countryside Stewardship agreements which start on or after 1 January 2022 are made under domestic legislation.

Countryside Stewardship will eventually be replaced with three new schemes that reward the delivery of environmental benefits: the Sustainable Farming Incentive, Local Nature Recovery and Landscape Recovery. This will follow piloting involving farmers and land managers. By 2025, we will have fully introduced our three new environmental land management schemes.

Signing up to a Countryside Stewardship agreement now will put you in the best possible position to join future schemes. What's more, it will give you a viable, long-term source of income for providing environmental benefits as Basic Payment Scheme payments are reduced. Anyone in a Countryside Stewardship agreement that started on or after 1 January 2021 will be able to end their agreement early, at agreed points, where they have secured an agreement in one of our environmental land management schemes.

Sustainable Farming Incentive Pilot Scheme

You cannot apply for the CS Woodland Management Plan capital grant on land parcels in a SFI pilot standards agreement. If you have other land parcels not included in your SFI pilot standards agreement, you can apply for the CS Woodland Management Plan capital grant on those parcels.

Sustainable Farming Incentive 2022

We will launch the first round of the Sustainable Farming Incentive (SFI) in 2022. When it opens, farmers who are eligible for the Basic Payment Scheme (BPS) will be eligible for SFI. Land parcels already in a CS Capital Grants agreement will be eligible for SFI in 2022 provided they meet the respective scheme eligibility requirements. You can also apply for CS Capital Grants on land entered into SFI in 2022.

Important information

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

Accessibility improvements

We have made a number of changes to improve accessibility as part of our ongoing aim to provide a high quality service to all our customers. You will see some small changes in the Countryside Stewardship application annexes and forms, but the way they work and the data required remain the same.

Countryside Stewardship Woodland Management Plan Agreement

A Woodland Management Plan agreement comprises of:

1. the Countryside Stewardship [Annex 1 Terms and Conditions](#)
2. an Agreement Document (which sets out Agreement Holder specific details)
3. the supplementary documents referred to in the Agreement Document.

Mandatory parts of the Woodland Management Plan manual

The Terms and Conditions refer to the mandatory elements of this manual that Agreement Holders must comply with. The mandatory elements of this manual are:

- Section 2: How it works
- Section 3: Who can apply and what land is eligible
- Section 5: Scheme requirements, procedures and agreement management

Be aware of 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 the Rural Payments Agency (RPA) or the Department for Environment, Food and Rural Affairs (Defra). Links to a fake website designed to look like an authentic RPA or Defra online service are sometimes included in the message.

We will not send emails or text messages with links to websites asking you to confirm your personal details or payment information. We strongly advise anyone who receives such a request not to open the link, and delete the item.

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

- never discuss your bank account details with someone you do not know
- we will not ask you to make a payment over the phone
- delete any emails or texts you do not believe are genuine, and do not open any links unless from our main email addresses which are:
 - ruralpayments@defra.gov.uk
 - rpa@notifications.service.gov.uk
 - FETFEnquiries@rpa.gov.uk
 - FETFClaims@rpa.gov.uk
 - FTF@rpa.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.

2 How the Woodland Management Plan works

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

2.1 Introducing the Woodland Management Plan

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

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

Acronym	Explanation
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RPA	Rural Payments Agency – administers scheme, processes applications and offers grant agreements and pays claims
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FCWO	Forestry Commission Woodland Officer – works with the applicant or their agent to develop a WMP that complies with the UK Forestry Standard and approves it
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FC Admin Hub	Forestry Commission Administration Hub – processes any felling licence associated with the Woodland Management Plan once the plan has been approved
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Acronym	Explanation
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UKFS	UK Forestry Standard – the standard for sustainable forest management in the UK. The WMP must meet the relevant requirements and guidelines in the Standard to be approved
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2.2 Woodland Management Plan (WMP) application process (through capital item PA3)

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

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

You can apply for a WMP grant using the [Woodland Management Plan grant Application form](#).

You can read about PA3 at [PA3: Woodland management plan](#).

The WMP must cover all woodland on your holding (read section 4.3 for more information) and you must use the [Forestry Commission WMP template](#) to create it.

2.3 What are Woodland Management Plans?

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

Your plan must be approved by the Forestry Commission before you can apply for support under the Higher Tier element of Countryside Stewardship. You can find more information on this in section 4.7.

2.4 When to apply

You can submit an application at any time. The grant is available throughout the year subject to sufficient budget. Read section 4.4 for information on how to submit an application.

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

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

2.5 Scoring

Grant applications for the creation of WMPs are not competitive so we do not score applications. As long as you are eligible to apply for this grant (read section 3) and subject to the budget approval, we will offer you an agreement.

2.6 Payment rates

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

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

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

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

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

2.6.1 Agreement duration

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

For example, if your agreement starts on 1 June 2023, the end date of the agreement would be 31 May 2025. Your WMP would need to be completed and approved by then. You would then have until 31 August 2025 to submit your payment claim.

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

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

2.6.2 Payment claims

You must claim payment for your WMP in a single claim, once your WMP has been approved by the Forestry Commission, and within 3 months following the agreement end date. You can find more information on payment claims in section 5.2 – Claiming for the Woodland Management Plan.

2.6.3 What the grant cannot pay for

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

- planning application fees or other transactional fees meeting legal requirements, including planning conditions.
- The cost of the woodland management work itself.
- Any work done before the agreement start date (see 4.4)
- Any agent fees or other advisory fees

3 Who can apply and what land is eligible?

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

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

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

3.1 Eligible land

3.1.1 What land you can enter into the scheme

To be eligible for the scheme:

- The land must be woodland. Woodland is defined as an area of land that:
 - is at least 0.5 hectares
 - has an average width of at least 20 metres
 - is under groups/lines of trees that are, or will reach, at least 5 metres in height
 - has a crown cover of more than 20% of the ground area.
- The woodland must be larger than 3 hectares in total, within a minimum woodland block size of 0.5 hectares.
- All woodland on your holding must be included in the WMP. (see section 4.3). A holding is all the land in one geographical location that is managed as a single, separate unit. We calculate the amount to be paid using the total area of eligible

woodland on the holding. This can include a maximum of 20% newly planted woodland (this is woodland that is under 10 years old at the time of application).

- The area of eligible internal open space shall be limited to 20% of the total woodland area (in limited and exceptional cases this may be increased to 30%). Open space may include forest tracks, rides, way leaves and other permanent open areas but should be managed as part of the woodland environment.
- You cannot claim payment for WMP (capital item PA3) on land which is used to claim Basic Payment Scheme (BPS), but you can include it in the WMP.
- For example, you can include an area of short rotation coppice that is used to claim for BPS in your WMP but cannot include the area in your WMP grant payment claim.
- Land that has previously received funding for a WMP is eligible to apply for another grant, to produce a new woodland management plan. The existing plan must be within one year of expiry and plans should not overlap.
- However, under the allowance for including up to 20% newly planted woodland in the WMP agreement, we will not accept any land that you are using to claim for BPS and that is also:
 - within the durability period under Countryside Stewardship Woodland Creation (5 years following the agreement end date), or
 - that is currently in a Woodland Creation Maintenance grant agreement (10 years), or
 - that is currently under an English Woodland Grant Scheme - Farm Woodland Payment (FWP) or Farm Woodland Premium Scheme (FWPS) agreement.
 - that is currently in a HS2 (High Speed Two) agreement
 - that is currently in a Woodland Carbon Fund (WCF) agreement
 - that is currently in an England Woodland Creation Offer (EWCO) agreement

3.1.2 Ineligible land

The following land is not eligible for the scheme:

- land that does not meet the definition of a woodland, as set out in section 3.1.1

- developed land and hard standing (including permanent caravan sites and areas used for permanent storage)
- land that is already part of another obligation which is incompatible with Countryside Stewardship, for example woodland that is already under an obligation to have a written management plan, for example due to a planning consent
- any land parcels which are not entirely within England. Parcels that are either partly or entirely within Scotland or Wales are not eligible for Countryside Stewardship
- land where you do not have management control for the period of the agreement and you are not able to have an application countersigned by the landowner (read section 3.2).
- land within the HS2 (High Speed Two) route safeguarding zone

3.2 Management control: eligibility and scheme rules

You must have control of the land and all activities needed to meet the requirements of the capital items selected for the full period of the agreement (2 years).

If you do not, you must get the written consent of all other parties who have management control of the land and activities for the entire period of the capital agreement.

3.2.1 Tenants

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

- management control for the period of the agreement.
- control of all the activities needed to meet the scheme requirements for the chosen Woodland Management Plan. security of tenure for the full two year period of the agreement.

If this is not possible, you must get your landlord to countersign your application. If you are not able to do this, you cannot include that particular area of land in your application.

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

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

3.2.2 Landlords

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

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

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

As the agreement holder, you must give your tenant a copy of the Countryside Stewardship agreement. We may ask you to provide evidence to show that you have done this. It is your responsibility to make sure that your tenant does not breach the terms of the agreement.

3.2.3 Partnerships

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

3.2.4 Licensors

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

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

3.2.5 Licensees

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

3.2.6 Land owned by public bodies

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

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

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

This means that Crown bodies and non-departmental public bodies (NDPBs) are not eligible for the scheme. This includes those that are Trading Funds or those that do not receive funding direct from the Exchequer.

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

- Ministry of Defence
- Forestry Commission.

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

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

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

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

Body/Organisation	Eligibility	Notes
Government departments, executive agencies and NDPBs (for example, Ministry of Defence, Forestry Commission)	Ineligible	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
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

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

3.3 Land receiving other funding

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

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

You must make sure that any work proposed for this grant does not breach the conditions of any other agreement. We will carry out checks to make sure that capital works are not funded twice from public money.

4 How to apply

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

4.1 Register with Rural Payments service

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

You are responsible for making sure that you assign permissions on Rural Payments correctly and that contact details are all correct.

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

You must make sure that all the land parcels listed on your application are registered in the Rural Payments service and have a parcel reference number (in the format AA1234 5678). You will be asked to provide your parcel reference numbers when you apply. To register land, you must complete a [Rural Land and Entitlements \(RLE1\) form](#) and provide annotated maps to clearly show where the land parcels are on your holding and send this to RPA. You can read more information about registering and updating your details at [Rural Payments service: registering and updating your details](#).

4.2 Getting consent

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

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

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

You should include all woodland on your holding when you apply for a WMP grant. However, if your business manages a number of woodlands in different locations, it may not be appropriate to produce a single WMP that covers all of them. In this situation you can apply to create a plan that covers part of your holding. The Forestry Commission will provide technical advice that will help to decide what forms a holding in a given case. Read section 3.1 for more information.

4.4 Submitting an application

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

- online using the [Rural Payments service](#)
- using the Woodland Management Plan form, available to download from GOV.UK. If you are unable to get online, you can also request a copy of the application form.

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

If you are eligible and we offer you an agreement, you will need to follow the [Countryside Stewardship Annex 1 Terms and Conditions](#).

4.4.1 Online application

You can apply for a WMP grant online. You can do this through the [Rural Payments service](#).

The service already includes the following information, so you do not need to re-enter these details, but you should check them to make sure the information is up to date:

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

You will also need to enter the total area of the woodland that needs support. Not all parcels will be eligible ([please check eligibility rules for PA3 on gov.uk](#)) but you should

include them in the WMP Annex. You will need to answer initial eligibility questions and select the land parcels that you would like to include in your WMP application. You then select 'submit' - which is the same as signing an application form.

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

- The WMP Application form
- a WMP Annex. If you are applying online, you do not need to fill in the land summary tab in the WMP Annex, as you will have already selected your land parcels as part of the online application.
- a map of the land to be included in the application, this must meet the minimum mapping standards outlined in section 4.4.3.

You cannot submit the WMP Annex online. To request an Annex, email us or phone the above telephone number. You are required to send us the Annex as well as your completed form and maps. Read the Supporting information section for more details.

Supporting information

You must send us the following documents to support your online application before we will consider it. If you email them to us, as long as they are sent by someone with the correct permission levels (and an email address that is registered on the Rural Payments service for that person) you do not need to print the relevant section(s) and form(s), sign and scan the documents back into your computer.

Title your email 'Countryside Stewardship, document type, year, SBI number', for example Countryside Stewardship, Woodland Management Plan grant application, 2022, [SBI]

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

After you've submitted your online application RPA must receive your supporting documents within 30 days of the 'Submit Date' in the initial Countryside Stewardship applications screen. If you cannot submit them to reach RPA within the 30 days you must tell RPA within the 30 days why you cannot submit them. If we do not receive either, we'll need to reject your application. To check what evidence you must keep until you're asked for it read Countryside Stewardship grants.

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

4.4.2 By email or post

If you cannot apply online, you can use a paper application form and send it to us by email or post. You must download one and fill it in, then send it by email or post to RPA. If you choose to email it to us, as long as the application form is sent by someone with the correct permission levels (and an email address that is registered in the Rural Payments service for that person) you do not need to print the relevant section(s) and form(s), sign and scan the documents back into your computer. Title your email 'Countryside Stewardship, document type, year, SBI number', for example Countryside Stewardship, Woodland Management Plan grant application, 2021, (SBI).

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

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

- The Countryside Stewardship Capital Grant Application form
- The WMP Annex (incorporating all information required to apply for the WMP)
- An application map, created according to the standards set out in section 4.4.3.

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

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

It's a good idea to keep a copy of your completed application form and maps. You should also keep either a paper copy, or an electronic version of your WMP Annex, so that you have a self-calculating version of this document.

4.4.3 Prepare a map to accompany your application

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

How to create a map

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

Maps you supply should be based on OS maps and/or Geographical Information System (GIS) generated digital maps. Maps must be based on a scale of 1:2500 or 1:5000 or for large schemes 1:10000. If you are using a GIS based map at a non- standard scale, add a scale bar to the map so that this can be used to measure lengths. Please use black ink when you write on the Agreement Map. If you make a mistake strike through it. Do not use correction fluid on your map.

You should mark the land parcel references and the SBI clearly on the map.

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

Minimum mapping standards

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

- the map (or maps) must show whole land parcels with land parcel references and a clear boundary for the extent of the WMP
- the map should have a number (1, 2, 3, and so on). Include this map number and also the total number of maps for example, 1 of 3
- write your Single Business Identifier (SBI) – consisting of 9 digits, the application year and agreement title (as detailed on the application form) on the top right of the map
- write the name of business or applicant – this should be the name (beneficiary) that is registered with us for the SBI, on the right hand side of the map
- if there are no numbered OS grid lines write a 6 figure OS grid reference for the centre of the map on the bottom left of the map
- if you make a mistake strike through it. Do not use correction fluid on your map.

4.4.4 Business viability test

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

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

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

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

4.5 Authorise an agent

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

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

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

You are responsible for making sure that you assign permissions on Rural Payments correctly and that contact details are all correct.

4.6 After applying

4.6.1 Missing information and rejection

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

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

4.6.2 Eligible applicants being offered an agreement/agreement acceptance

If you apply online (outlined in section 4.4.1), you will only be able to submit your application if you have met all of the eligibility requirements. The Rural Payments service will reject your application immediately if it fails any of the eligibility requirements. The service gives onscreen feedback to explain why this has happened. If this happens, you can edit and resubmit your application.

If you apply using a paper form (outlined in section 4.4.2), we will need to manually carry out eligibility checks. We will contact you if you fail any of the checks and explain how you can correct them. You can find more information about this at section 4.6.1.

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

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

If you wish to enter a Higher Tier agreement and your land holding contains a SSSI, whether it is in or outside of woodland, you must consult Natural England. If the SSSI is found to be in poor condition, a feasibility study (PA2) may be required. This study must be undertaken before a Higher Tier application can proceed.

You can contact Natural England by email at enquiries@naturalengland.org or by phone on 0300 060 3900.

You must have an approved WMP throughout the 5 year period of your Higher Tier agreement. If you have a WMP that ends before your Higher Tier agreement does, you' will need approval of a new WMP for the remainder of your Higher Tier agreement.

You can submit your draft for a new WMP at any point, but it must be before your existing WMP ends.

If your Higher Tier application relates to a woodland SSSI, you also need Natural England to give their consent on your new WMP. You will be able to submit a SSSI management notice for NE consent if you have WMPs in place for the duration of your woodland CS agreement.

If you intend to include historic environment multi-year options or capital items within the woodland in your CS application for Higher Tier, the work required should be declared in your WMP. Any work related to Scheduled Monuments may require Historic England to provide Scheduled Monument Consent. This can either be obtained separately or in parallel with the Forestry Commission's approval of your WMP.

You can contact Historic England by email: customers@HistoricEngland.org.uk or by phone on: 0370 333 0607.

4.6.3 Creating a draft Woodland Management Plan

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

You can find information on biodiversity and woodland management intended to benefit rare and declining woodland wildlife in the [Woodland Wildlife Toolkit](#).

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

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

A FCWO will contact you and help you to develop the plan for final approval. The final WMP (including any associated felling permissions) needs to be approved by the Forestry Commission before the agreement end date (read section 2.7 for agreement duration).

4.7 Woodland Management Plan agreements and Countryside Stewardship Higher Tier

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

The WMP must be approved (or approved in principle) on or before the deadline for initial CS Higher Tier applications (29 April 2022). If the WMP is only approved in principle at the time the initial CS Higher Tier application is made, the plan must be fully approved (including felling licence in place) by the deadline for final CS Higher Tier applications.

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

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

4.8 Land in Environmental Stewardship agreements

You can make a WMP grant application on land that is already included in an existing Environmental Stewardship (ES) agreement, as long as preparation of a WMP is not a requirement of the ES agreement.

However, you cannot enter land in an existing ES agreement into CS Higher Tier, unless it included HC7 and/or HC8 on Woodland that will end before the Higher Tier agreement starts. Those parcels can be included into CS Higher Tier because those options cannot be included in an ES extension.

5 Scheme requirements, procedures and agreement management

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

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

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

5.1 Entering into an Agreement

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

The agreement start date will be set out in the agreement 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

5.2 Agreement Management

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

5.3 Record keeping

Agreement holders will need to keep the following records and supply them on request:

- any consents or permissions connected with the work
- receipted invoices, or bank statements where a receipted invoice is unavailable

- Forestry Commission Woodland Management Plan approval letter

5.4 Claiming for the Woodland Management Plan

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

- the completed WMP was completed to the standards set out in [Create a Woodland Management Plan](#) within 2 years from the agreement start date (see section 2.7)
- the WMP and associated felling permissions have been approved by a FCWO
- we receive your payment claim no later than 3 months following the agreement end date.

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

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

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

We will make payments directly into your bank account. It is your responsibility to keep your bank details up to date on the Rural Payments service. You do not need to send any evidence that we have approved the WMP with the payment claim.

5.5 Change in circumstances

You must notify us as soon as you can if there is a change in your circumstances that might:

- affect the amount of funding you have been or will be paid
- prevent you from complying with the conditions of your agreement
- prevent you from carrying out the work set out in your agreement, including preventing you from carrying out the work to the agreed standard or in the agreed timeframe
- affect your continued entitlement to agreement funding, for example if you no longer have management control of the land parcels included in your agreement.

5.6 Amendments

If, after you've been offered a grant, you want to change or amend your agreement you need to write to us to ask for permission. We will tell you if we can accept your request and confirm the date the change or amendment will take place. You cannot change or amend your agreement after you've been offered a grant without our written permission. We will write to confirm if your request is successful.

The amendment will not be valid until you have received a letter from us, agreeing to the amendment, and advising you of the date from which it will take effect. You should be able to carry out the management plan under your agreement without difficulty. However, should an exceptional situation arise where you need to change it or the time schedule, you can ask us to amend your agreement. We will only agree to changes that are necessary to achieve the objectives of the scheme. You need written permission from us before you can amend or reschedule approved capital items.

You should contact us if you would like to discuss an amendment to your agreement before the end of the original agreement period to complete the management plan. We must agree to the request before you make any changes to the plan, its location, or timing, and you may need to repay all or part of previous payments that you have received. We will write to confirm if your request is successful. The amendment will not be valid until you have received a letter from us agreeing to the amendment and advising you of the date from which it will take effect.

5.7 Recoveries and reductions

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

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

5.7.1 Late payment claims

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

5.7.2 Cross compliance

If you receive payments for the Basic Payment Scheme (BPS), or a CS Mid Tier or Higher Tier agreement, or an Environmental Stewardship scheme agreement, you must follow the cross compliance rules.

If you do not, your payments may be reduced. Payments for a Woodland Management Plan are not however impacted by breaches in cross compliance rules.

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

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

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

5.7.3 Breaches of Agreement

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

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 to 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

If we find breaches during administrative checks or any site visit, we will write to tell you and you will have the opportunity to make written representations if you feel that our findings are incorrect. These representations will be taken into consideration before a decision is made on whether it is appropriate to apply reductions or withhold payments.

We will work out the level of reduction we need to apply by looking at the severity of the breach and whether it is an isolated or a repeat occurrence. We may apply a reduction to your current year's claim and to previous years' claims (under your agreement), unless you can demonstrate you were compliant in previous years.

A brief explanation of how breaches are assessed is set out below.

Severity

We will assess what has happened due to the breach or non-compliance and consider the objectives of the agreement or options that were not met as a result. For example, if we find an item has been constructed in a way that means it does not deliver what it was designed for, we would class this as a severe breach. As part of this assessment, we will also take into account whether the breach will have short or long-term impacts.

Re-occurrence

The assessment will depend on several factors, for example whether a similar event of non-compliance has been found in previous years of your agreement and whether the re-occurrence concerns the same or a similar type of work.

If we consider that a breach is so serious that it cannot be rectified, we may cancel the agreement. In serious circumstances, you may not be allowed to enter into other agriculture or forestry schemes for up to 2 years.

5.7.4 Refusal or withdrawal of support claimed

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

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

If we have to withdraw support for these reasons, we will terminate the existing agreement and you will not be permitted to re-apply for the scheme or to other Defra grant schemes for 2 years. We may also refuse support for other Defra grant schemes for up to 2 years. If this is the case, we will tell you and you will have the right to appeal against this decision.

5.7.5 Good reasons for a breach

You may be unable to meet your requirements under the agreement because of exceptional circumstances. If this happens, you must write to tell us, within 8 weeks from the date on which you (or any person authorised to act for you) are able to do so.

You will need to provide evidence in writing to show:

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

Good reasons for a breach may include, but are not limited to:

- the death of the Agreement Holder
- serious illness
- a severe weather event
- 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

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

If you are aware of the issue when entering into your agreement, then it is unlikely to be considered a good reason for a breach.

5.7.6 Over-declaration of claim

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

5.8 Disputes, appeals and complaints

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

If you're unhappy with a decision we've taken or service you've had from us, you can ask us to reconsider. If you're still unhappy with the result of our decision, you can appeal.

You can email or write to us, or call us. See [Contact details](#) page for more information.

The full guidance about [how to complain](#) is on GOV.UK. This also includes information on how to request a reconsideration or submit an appeal.

5.9 How we will use and share Agreement Holder's information

The Department for Environment, Food and Rural Affairs (Defra) is the data controller for personal data you give to the Rural Payments Agency (RPA). For information on how we handle personal data search for [Rural Payments Agency Personal Information Charter](#) on GOV.UK.

Contact details

Contact details for the Woodland Management Plan grant

Rural Payments Agency offices

Rural Payments Agency offices are open from 8:30 am to 5:00 pm Monday to Friday, excluding Bank Holidays.

Completed Countryside Stewardship application forms

Please send your completed Countryside Stewardship application forms for the Woodland Management Plan Grant to:

Rural Payments Agency (CS)

PO Box 324

WORKSOP

S95 1DF

Claim forms, agreement management queries or general enquiries

To request a claim form, tell us about a change of circumstances or for general enquiries you can contact us by:

email: ruralpayments@defra.gov.uk or

telephone: 03000 200 301

Forestry Commission contacts

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

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

Area: North West, West Midlands and South West

Forestry Commission

Bullers Hill Office

Kennford

Exeter

EX6 7XR

Email: adminhub.bullershill@forestrycommission.gov.uk

Telephone: 0300 067 4960

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

Forestry Commission

Bucks Horn Oak

Farnham

Surrey

GU10 4LS

Email: adminhub.buckshornoak@forestrycommission.gov.uk

Telephone: 0300 067 4420

Annex 1 Countryside Stewardship Terms and Conditions

The terms and conditions of Countryside Stewardship

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 Agreement Holder identified in the Agreement Document (the Agreement Holder)

Background

(A) The Authority, which is the delivery body for the Countryside Stewardship scheme, has agreed to pay the Grant to the Agreement Holder in accordance with the terms and conditions set out below and in the Agreement Document.

(B) The Authority is responsible for managing Countryside Stewardship, the scheme under which the Grant is paid. The Secretary of State for Environment, Food and Rural Affairs has overall responsibility for the Countryside Stewardship scheme and may directly enforce any terms of the Agreement against the Agreement Holder in accordance with clause 28.2. Countryside Stewardship will be delivered in accordance with Chapter 1, of Part 1 of The Agriculture Act 2020 c.21.

(C) Grants made under Countryside Stewardship pay for Capital Items and/or Multi-Year Options (as defined below). Details of the individual Agreement Holder's Capital Items and/ or Multi-Year Options are set out in the Agreement Document.

(D) These terms and conditions apply to grant agreements made under the Countryside Stewardship scheme and should be read in conjunction with the details of the Grant set out in the Agreement Document, which are individual to the Agreement Holder. These terms and conditions and the Agreement Document (including the supporting documents specified therein) together form the agreement between the Authority and the Agreement Holder ("the **Agreement**").

(E) Additional Scheme requirements and more detailed information and guidance are set out in the Countryside Stewardship Manual and supplements available on www.gov.uk. The Agreement Holder must familiarise themselves with this document and ensure

compliance with all mandatory elements of the relevant Countryside Stewardship Manual and supplements as a condition of receiving the Grant.

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

1 Definitions and interpretation

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

Definition	Interpretation
2020 Act	Agriculture Act 2020 c.21 as amended from time to time
Agreement	Has the meaning given to it in paragraph (D) of the Background to these terms and conditions
Agreement Document:	the document accompanying these terms and conditions, which describes the Grant to be paid to the Agreement Holder and the Capital Items and/or Multi-Year Options to be undertaken.
Agreement End Date:	the date on which the Agreement comes to an end, as set out in the Agreement Document.

Definition	Interpretation
Agreement Land:	the land parcels described in the Agreement Document and identified on the Agreement Map(s), and any land parcels where rotational options are active in a particular year.
Agreement Map(s):	the map(s) accompanying the Agreement Document (or otherwise provided to the Agreement Holder by the Authority), showing the Agreement Land and the agreed location of any Multi-Year Options or Capital Items.
Agreement Start Date:	the date on which the Agreement commences, as set out in the Agreement Document.
Authority	Has the meaning given to it in paragraph (1) of the Parties to these terms and conditions
Break Point Date:	the fifth (5th), tenth (10th) or fifteenth (15th) anniversary of the Agreement Start Date, where applicable.
Capital Item(s):	the capital activities the Agreement Holder is required to carry out, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map).

Definition**Interpretation**

Controller: has the meaning given in Data Protection Legislation

Countryside Stewardship or the Scheme: a scheme run by the Authority on behalf of the Managing Authority in accordance with the Governing Regulations and the 2020 Act.

Countryside Stewardship Manual: document (including any relevant supplements) which sets out additional Scheme requirements, rules that farmers and land managers must follow on the land and further information and guidance for Agreement Holders, which is available on www.gov.uk and as further described in clause 5

Cross Compliance Requirements: rules that farmers and land managers must follow on their land, as referred to in the Countryside Stewardship Manual and as set out in 'The guide to cross compliance in England' (both as may be re-issued, updated or amended from time to time). We will publish any changes to the requirements and any replacement for cross compliance on www.gov.uk.

Definition	Interpretation
Data Protection Legislation:	<p>i) the UK GDPR and any applicable national implementing Laws as amended from time to time;</p> <p>ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy;</p> <p>iii) all applicable Law about the Processing of personal data and privacy</p>
Forestry Commission:	<p>a government department responsible for advising the Managing Authority on the protection, expansion and promotion of the sustainable management of woodlands, and providing technical advice to the Authority in support of the Scheme.</p>
GOV.UK	<p>The UK government website at www.gov.uk which contains information about the Countryside Stewardship scheme</p>
Governing Regulations	<p>means The Agriculture (Financial Assistance) Regulations 2021</p>

Definition**Interpretation**

Grant: the sum to be paid to the Agreement Holder under the Agreement, which may include payment to reimburse expenditure on Capital Items and/or payment in respect of income foregone and additional costs under Multi-Year Options.

Holding: all units of land managed by the Agreement Holder (including the Agreement Land) which are situated in England and (a) used for agricultural activities or (b) forestry land and other non-agricultural land for which rural development payments are claimed.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and know-how however arising for their full term and any renewals and extensions.

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing.

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 Agreement Holder is bound to comply
Managing Authority:	the Department for Environment, Food and Rural Affairs (DEFRA), which has overall responsibility for the Countryside Stewardship scheme.
Multi-Year Option(s):	the land management the Agreement Holder is required to undertake, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map).
Natural England:	a non-departmental public body, established under the Natural Environment and Rural Communities Act 2006, which has responsibility for advising the Managing Authority on the protection of the natural environment in England, and providing technical advice to the Authority in support of the Scheme.

Definition	Interpretation
Option End Date:	the date on which the relevant Multi-Year Option comes to an end, as set out in the Agreement Document.
Option Start Date:	the date on which the relevant Multi-Year Option commences, as set out in the Agreement Document.
Payment Claim:	a claim submitted by the Agreement Holder for payment of all or part the Grant where applicable.
Personal Data:	has the meaning given to it in the Data Protection Legislation
Processor	has the meaning given to it in the Data Protection Legislation
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)

Definition	Interpretation
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Working Day:	any day other than a Saturday, a Sunday or a public holiday in England
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1.1 References to clauses are to the clauses of these terms and conditions. Clause headings shall not affect the interpretation of these terms and conditions.

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

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

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

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

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

2 Agreement Holder's declarations

2.1 The Agreement Holder confirms that:

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

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

(c) it is not aware of any circumstances which would render it ineligible for the Grant or otherwise prevent it from fulfilling its obligations under the Agreement;

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

(e) it has read and understood and will comply with these terms and conditions, the Agreement Document and all mandatory elements of the Countryside Stewardship Manual;

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

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

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

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

(j) all information provided by the Agreement Holder to the Authority in connection with the Agreement is and will remain true and accurate; and

(k) it has disclosed to the Authority all information which would or might reasonably be thought to influence the Authority in making the Grant offer.

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

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

2.4 The Agreement Holder understands that it shall be deemed to be in breach of the conditions of the 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 Agreement and such conduct by the Agreement Holder may result in the Grant

being delayed, reduced, recovered or withheld and/or this Agreement being terminated in accordance with clause 19.

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

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

3 Agreement Holder obligations

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

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

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

3.4 The Agreement Holder shall ensure compliance with the Cross Compliance Requirements where applicable on its Holding for the duration of the Agreement. Any failure by the Agreement Holder to ensure compliance with the Cross Compliance Requirements may result in the Grant being delayed, reduced, recovered or withheld and/or this Agreement being terminated in accordance with clause 19 and if applicable enforcement action being taken by the relevant body responsible for those Cross Compliance Requirements.

3.5 Where applicable, the Agreement Holder shall declare all parcels of land within its Holding. Any failure to do so may result in a reduction being applied to certain payments due to the Agreement Holder. Further details of the requirements (including the procedure for declaring parcels of land) are set out in the Countryside Stewardship Manual.

3.6 The Agreement Holder shall:

(a) Provide any information requested by the Authority in relation to the Agreement;

(b) Submit Claims to the Authority in accordance with clause 8 of these terms and conditions;

(c) Comply with and be subject to all applicable domestic law, including the requirements of the Governing Regulations and any relevant provisions of the 2020 Act; and

(d) 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.

4 Term

4.1 The Agreement shall commence on the Agreement Start Date and, subject to any extension in accordance with clause 4.3 or earlier termination in accordance with clause 19, it shall continue in force until the Agreement End Date.

4.2 Where the Agreement Document specifies Multi-Year Options of varying lengths, the terms of the Agreement shall apply in respect of the relevant Multi-Year Option from the Option Start Date until the Option End Date. Subject to any extension in accordance with clause 7, the Multi-Year Option will expire after the Option End Date and the relevant parcel of land shall no longer form part of the Agreement Land (although it will still remain part of the Holding).

4.3 Where the term of the Agreement is 5 years and includes Multi-Year Options, the parties may agree to extend the Agreement. The party requesting the extension must make their request in writing, no less than one month before the expiry of the Agreement. Neither party shall be under any obligation to agree to an extension requested by the other party. The extension shall take effect once it has been confirmed in writing by the Authority.

4.4 For the avoidance of doubt, expiry or termination of the Agreement shall not affect the parties' continuing obligations in accordance with Clause 20 (Consequences of expiry or termination).

5 The Countryside Stewardship Manual

5.1 The Agreement Holder shall comply with the applicable mandatory elements of the Countryside Stewardship Manual as a condition of receiving the Grant.

5.2 The Authority may produce new versions of or amend the Countryside Stewardship Manual throughout the lifetime of the Scheme. However, subject to clause 5.3, the version applicable to the Agreement Holder shall be the version which was current at the Agreement Start Date.

5.3 In some circumstances the Authority may consider it necessary to amend or update the current or previous versions of the Countryside Stewardship Manual. The Authority will

notify the Agreement Holder in writing of any amendments to the version which is applicable to the Agreement and the date on which such amendment shall take effect.

6 Transfers or acquisitions of land

6.1 The Agreement Holder must notify the Authority in writing within 90 days of the date of transfer if there is a change in management control affecting any part of its Holding, including (without limitation) sale or transfer to a new owner, changes to any lease or tenancy, permanent boundary changes or acquisition of any new land.

6.2 The Agreement Holder acknowledges and accepts that any change in management control affecting its Holding may have consequences for the Agreement. In some circumstances the Authority may be required to recover all or part of the Grant. Further details are set out in the Countryside Stewardship Manual.

7 Amendments

7.1 No amendments to the Capital Items or Multi-Year Options to be undertaken by the Agreement Holder shall be permitted unless expressly agreed in writing by the Authority.

7.2 Further details of the circumstances in which amendments may be permitted and the process to be followed are set out in the Countryside Stewardship Manual.

8 Payment Claims

8.1 The Agreement Holder shall submit Payment Claims and supporting documents to the Authority in accordance with the instructions provided in the Agreement Document, the Countryside Stewardship Manual and on the claim form.

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

8.3 Any failure by the Agreement Holder to submit a Payment Claim in accordance with the instructions and by the specified deadline (including the provision of any supporting documents necessary to enable the claim to be processed) may result in payment of the Grant being delayed, reduced, recovered or withheld.

8.4 If the Agreement Holder fails to submit a valid Payment Claim by the specified deadline, the Grant may be subject to a reduction. In the case of severe delays, the Payment Claim may be rejected in its entirety. Further details of when reductions may be applied and how they are calculated are set out in the Countryside Stewardship Manual.

8.5 All Payment Claims will be checked and verified before any sum is paid. If there is any discrepancy between the amount claimed by the Agreement Holder and the amount the Agreement Holder is entitled to claim, the Grant may be delayed, reduced or withheld. In the most severe cases, the Payment Claim may be rejected in its entirety. Further details are set out in the Countryside Stewardship Manual.

8.6 The Authority reserves the right to adjust the payment rate for Multi-Year Options where necessary to prevent the Agreement Holder from receiving double-funding for the same activity on the Agreement Land.

8.7 The amount of the Grant shall not be increased in the event of any overspend by the Agreement Holder in the delivery of its obligations under the Agreement.

8.8 Unless otherwise explicitly permitted in writing by the Authority, the Grant may not be used to reimburse any expenditure incurred by the Agreement Holder prior to the Agreement Start Date.

8.9 The Agreement Holder must notify the Authority, without delay, of any anticipated or actual changes to the Agreement Holder's nominated bank or building society account. Where the Authority has been notified of an actual or anticipated change to the Account Holder'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.

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

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

8.12 If the Agreement Holder breaches the terms of the 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 Agreement Holder, and charge interest.

8.13 The Agreement Holder 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 Agreement Holder 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.

8.14 The Agreement Holder acknowledges and accepts that a notifiable change of circumstances may have consequences for the 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 Agreement and/or recover all or part of the Grant.

9 Breach and Repayment

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 Agreement Holder is entitled, to terminate this Agreement in accordance with clause 19, or to prohibit the Agreement Holder from receiving financial assistance from other 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 :

(i) the Agreement Holder has, at any time, given false or misleading information to the Authority;

(ii) the Agreement Holder is in breach of the terms or conditions of the Agreement;

(iii) the Agreement Holder receives or uses Grant money otherwise than in accordance with the Agreement;

(iv) the Agreement Holder incurs expenditure using the Grant on activities that breach any Law;

(v) the Agreement Holder is in breach of any requirement to which they are subject under the Governing Regulations

(vi) the whole or any part of the sum paid or payable in relation to the Agreement duplicates assistance provided or to be provided out of the monies made available by—

- the European Union,
- Parliament, or
- a body exercising public functions within the United Kingdom;

(vii) the activity for which the sum was paid or is payable is required to be carried out under another legally binding obligation;

(viii) there has been a material change in the nature, scale, costs or timing of any Capital Item and/or Multi-Year Option under the Agreement;

(ix) any Capital Item and/or Multi-Year Option under the Agreement has been or is being delayed or is unlikely to be completed.

Further details are set out in the Countryside Stewardship Manual.

Repayment

9.2 If the Agreement Holder receives any overpayment or any payment to which it is not entitled (including in the event of an administrative error), the undue amount must be repaid. It is the Agreement Holder's responsibility to check all payments it receives from the Authority and notify the Authority immediately if it has any reason to believe that an error has occurred.

9.3 If any sum becomes repayable under the Agreement, it shall be treated as a debt owing by the Agreement Holder to the Authority until such time as the outstanding amount is repaid. A recovery order will be issued to the Agreement Holder specifying the amount to be repaid and the date by which repayment must be made.

9.4 Where the Authority requires any part or all of the Grant to be repaid in accordance with this clause 9 the Agreement Holder shall repay this amount no later than 60 days beginning on the date on which the notification is given. If the Agreement Holder 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 of the Governing Regulations.

9.5 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(i) – 9.1(ix) has occurred. This shall include but is not limited to:

(a) issuing a warning letter to the Agreement Holder;

(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 Agreement Holder to rectify the breach within a specified period

9.6 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 Agreement

10 Access to documents and information

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

11 Site visits

11.1 The Agreement Holder shall allow the Authority or the Managing Authority (or their authorised representatives or auditors) to access its land and/or premises in connection with the Agreement. Where the Authority has reasonable suspicion of a breach of any of the conditions of the Agreement or any other breaches under regulation 17(1)(a) of the Governing Regulations, a site visit may be conducted without notice. Otherwise, site visits and inspections, whether virtual or physical, will be undertaken with a minimum of 48 hours' notice, unless with the prior agreement of the Agreement Holder. The Agreement Holder agrees to assist and co-operate with any person authorised to carry out any site visits, whether virtual or physical, (including controls and spot-checks) and shall provide access to any land, premises, plant, equipment or documents which may be required.

11.2 The Agreement Holder understands that if they intentionally obstruct, or fail to assist or provide information to any person exercising their rights in accordance with clause 11.1 and performing other tasks in connection with the Agreement this may result in the Grant being delayed, reduced, recovered or withheld and/or the Agreement terminated in accordance with clause 19.

12 Maintenance of accounts and records

12.1 The Agreement Holder shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it and evidence of its compliance with its obligations under the Agreement, which shall comply with any applicable standards and requirements set out in the Agreement Document, the Countryside Stewardship Manual and in any separate written instructions issued to the Agreement Holder by the Authority or its authorised representative.

12.2 The Agreement Holder shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least 7 years from termination or expiry of the Agreement. The Authority shall have the right to review the Agreement Holder's accounts and records relating to the Grant and shall have the right to take copies of such accounts and records.

12.3 The Agreement Holder shall comply with and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.

12.4 In addition to its obligations to provide information to the Authority, the Agreement Holder shall provide any of the information referred to in this clause to any other public authority (or their authorised representatives or auditors) upon request.

12.5 The Agreement Holder shall monitor the delivery and success of the Capital Items and/or Multi-Year Options to ensure that the aims and objectives of the Agreement are being met and that the Agreement is being adhered to.

13 Evaluation

13.1 The Agreement Holder acknowledges that as a condition of receiving the Grant funding it may be required to participate in a Scheme evaluation, which may take place during the Agreement or after its expiry or termination.

13.2 The Agreement Holder understands that its contact details may be disclosed to third parties for evaluation purposes and agrees to assist and cooperate with any person authorised by any public authority to carry out such an evaluation.

14 Acknowledgement and publicity

14.1 The Agreement Holder shall comply with all instructions and guidance from the Authority in relation to acknowledgement and publicity of the Grant, including using any materials or templates which are provided by the Authority for this purpose.

14.2 Where the Agreement Holder uses the name and logo of the Authority or Managing Authority, 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.

14.3 The Agreement Holder agrees to participate in and co-operate with promotional activities relating to the Scheme if required to do so by the Authority or Managing Authority.

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

14.5 The Agreement Holder shall comply with all reasonable requests from the Authority or Managing Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority or Managing Authority in its promotional and publicity activities.

14.6 The Agreement Holder agrees that, for each financial year, the Authority shall publish the following information in relation to the Agreement:

a. The full name of the Agreement Holder

b. The post town, post code area and district where the Agreement Holder is resident or located.

c. The total Grant payments received by the Agreement Holder in that financial year; and

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

14.7 Information published under clause 14 shall be published on a searchable database on www.gov.uk and shall remain there for three years from initial publication.

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

14.9 The Agreement Holder shall comply with all instructions and guidance from the Authority in relation to acknowledgement and publicity of the Grant and the Scheme, including using any materials or templates which are provided to it for this purpose. Such acknowledgement and publicity may include, where appropriate, a statement on any website operated by the Agreement Holder for business purposes, and/or a poster, plaque or billboard displayed on the Agreement Holder's land or premises.

15 Intellectual property rights

15.1 The Authority and the Agreement Holder agree that all rights, title and interest in, or to any information, data, reports, documents, procedures, forecasts, technology, knowhow and any other Intellectual Property Rights whatsoever, owned by or licensed to either the Authority or the Agreement Holder before the Agreement Start Date or developed by either party under the Agreement, shall remain the property of that party.

15.2 Where the Authority has allowed the Agreement Holder to use any of its Intellectual Property Rights in connection with the Agreement (including without limitation its name and logo), the Agreement Holder shall, on termination of the Agreement, cease to use such Intellectual Property Rights immediately (subject to any ongoing requirement to use Intellectual Property Rights in compliance with the publicity requirements in clause 14).

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

16 Data protection and information

16.1 The Agreement Holder and the Authority shall comply at all times with their respective obligations under Data Protection Legislation.

16.2 The Managing Authority is the Controller of any Personal Data the Agreement Holder gives to the Authority. For information on how the Authority handles personal data go to GOV.UK and search for '[Rural Payments Agency Personal Information Charter](#)'.

16.3 For the purposes of this clause 16 the terms Personal Data, Processor, Controller, Joint Controllers and Data Subjects have the meaning given to them in the UK GDPR.

16.4 Each party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, that shall, at a minimum, comply with the requirements of the Data Protection Legislation.

16.5 The parties acknowledge and agree that this 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).

16.6 The Agreement Holder agrees the Authority may use Personal Data which they provide about their staff and partners involved in the Capital Items and/or Multi-Year Options to exercise the Authority's rights under this Agreement and or to administer the Grant or associated activities.

16.7 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 Agreement Holder, amend this 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 Agreement.

16.8 The Agreement Holder acknowledges that Managing Authority and the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs").

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

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

16.11 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.

17 Limitation of liability

17.1 Neither party excludes or limits its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.

17.2 The Authority accepts no liability for any consequences, whether direct or indirect, arising from the Agreement, the use of the Grant by the Agreement Holder or the Authority exercising its rights under the Agreement.

17.3 Subject to clause 17.1 and 17.2, the Authority's total aggregate liability in connection with the Agreement shall not exceed the amount of the Grant.

17.4 The Agreement Holder shall indemnify the Authority and any persons acting on the Authority's behalf against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising as a result of the actions or omissions of the Agreement Holder in connection with the Agreement.

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

18 Good Reasons for Breach

18.1 If the Authority determines that the Agreement Holder has breached the Agreement, and the Agreement Holder (or any person authorised to act on the Agreement Holder's behalf) has informed the Authority of good reasons for the breach, and submitted evidence

in support of those reasons, within 8 weeks from the date on which the Agreement Holder is in a position to act, the Authority may decide that no enforcement action is required.

18.2 Such good reasons may include:

(a) the death or long-term professional incapacity of the Agreement Holder;

(b) a severe natural disaster gravely affecting the Holding;

(c) the accidental destruction of livestock buildings on the Holding;

(d) an epizootic or a plant disease affecting part or all of the Agreement Holder's crops, trees or livestock; or

(e) expropriation of all or a large part of the Holding (provided that the expropriation could not have been anticipated at the time the application for funding was made).

18.3 The Authority will consider the facts on a case-by-case basis in deciding whether or not the Agreement Holder is relieved of all or part of its obligations under the Agreement and whether all or part of the Grant should be delayed, reduced, recovered or withheld.

19 Termination

19.1 The Authority reserves the right to terminate the Agreement on written notice to the Agreement Holder without compensation and with immediate effect if:

(a) the Agreement Holder has breached the terms of the Agreement or there is a change in circumstances affecting its eligibility to receive the Grant (whether or not the Authority has taken steps to recover the Grant in accordance with clause 9);

(b) the Agreement Holder has failed to repay any sum which has become recoverable by the Authority in accordance with clause 9.

19.2 If the Authority terminates the Agreement under clause 19.1 above, it reserves the right to prohibit the Agreement Holder 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

19.3 In addition to its right to terminate under clause 19.1 above, the Authority may terminate the Agreement and any future Grant payments on giving the Agreement Holder 6 months' written notice at any time. Provided that the Agreement Holder is not in breach of the Agreement, Grant payments already paid will not be recoverable.

19.4 Subject to clause 19.5 below, where the term of the Agreement is 10 years or more, either party may terminate the Agreement at the Break Point Date by giving not less than one month's prior written notice to the other party. If notice is validly served under this clause, the Agreement will terminate on the Break Point Date, and subject to the Authority's other rights and remedies under the Agreement, Grant payments already paid at the Break Point Date will not be recoverable.

19.5 Where the Agreement includes the Multi-Year Option WD1 (Woodland Creation-Maintenance Payments), the Agreement may not be terminated pursuant to clause 19.4 above, before the Option End Date for the WD1 option.

19.6 The Agreement Holder may terminate the Agreement at any time by giving written notice to the Authority. The Agreement Holder understands that in such circumstances it may be required to repay all or part of the Grant and that its obligations under the Agreement shall not cease until such repayment has been made. Further details of when an Agreement Holder may be required to repay all or part of the Grant pursuant to termination under this clause 19.6 are set out in the Countryside Stewardship Manual.

19.7 If a third party acquires management control of any part of the Agreement Land and is not able or willing to take on the Agreement Holder's obligations under the Agreement, the Authority may terminate the Agreement. In such circumstances the Agreement Holder may not be required to repay the Grant and its obligations under the Agreement will cease as at the date of termination. Further details are set out in the Countryside Stewardship Manual.

20 Consequences of expiry or termination

20.1 Expiry or termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or termination which existed at or before the date of expiry or termination.

20.2 Expiry or termination of the Agreement shall not affect the continuing rights and obligations of the parties under clauses 9 (Breaches and Repayment), 10 (Access to Documents and Information), 11 (Site Visits), 12 (Maintenance of Accounts and Records), 13 (Evaluation), 14 (Acknowledgement and Publicity), 15 (Intellectual Property Rights), 16 (Data Protection and Information), 17 (Limitation of Liability), 20 (Consequences of Expiry or Termination), 22 (Severability), 23 (Waiver), 24 (Notices), 25 (Dispute Resolution), 27 (Joint and Several Liability), 28 (Third Party Rights), 29 (Governing Law) or any other provision in the Agreement or mandatory requirement in the Countryside Stewardship Manual which is expressly stated to survive expiry or termination of the Agreement or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

21 Variation

The Authority reserves the right to vary these terms and conditions or the Agreement Document. Any variation will be effected in writing and notified to the Agreement Holder in advance. The Authority shall endeavour to give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences for the Agreement Holder.

22 Severability

If any term, condition or provision of the Agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality and enforceability of the other terms, conditions or provisions in the Agreement or any other documents referred to in the Agreement.

23 Waiver

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

24 Notices

24.1 All notices in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed, mailed (first class postage prepaid) or faxed using the contact details set out in the Agreement Document (or any updated address which is subsequently notified by one party to the other). It is the Agreement Holder's responsibility to notify the Authority of any change to its contact details.

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

25 Dispute resolution

Any dispute arising between the parties or any complaint or appeal by the Agreement Holder concerning the Authority's actions in connection with the Agreement shall be resolved according to the Authority's complaints procedure and in accordance with the procedure set out in the Countryside Stewardship Manual.

26 No partnership or agency

The Agreement shall not create any partnership or joint venture between the Authority and the Agreement Holder, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for, or on behalf of, the other party.

27 Joint and several liability

Where the Agreement Holder is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into the Agreement on behalf of the Agreement Holder shall be jointly and severally liable for the Agreement Holder's obligations and liabilities arising under the Agreement.

28 Third party rights

28.1 Subject to clause 28.2 below, the Agreement does not and is not intended to confer any contractual benefit on any person who is not a party to the Agreement.

28.2 The terms of the Agreement may be enforced, and recovery of any Grant may be sought by the Managing Authority, who shall be entitled to receive the benefit of the Agreement as if it was the Authority.

29 Governing law

The Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.