



Rural Payments
Agency

Countryside Stewardship (CS) Protection and Infrastructure Manual (from 8 February 2022)

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Countryside Stewardship (CS) Protection and Infrastructure Manual (from 8 February 2022)

Find out how to apply for a Countryside Stewardship Protection and Infrastructure grant.

This manual explains what you need to do to apply for Countryside Stewardship Protection and Infrastructure (CSPI) grant. The CSPI grant will allow customers to apply for a capital grant to support woodland infrastructure FY2 (Woodland Infrastructure) and two capital grants for beaver protection, BC3 (Crop protection mesh wire fencing for permanent crops) and BC4 (Tree guard post and wire capital items). Agreements can start at any time through the year.

Are you and your land registered?

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).

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.

Key dates for Countryside Stewardship Protection and Infrastructure

Key date information

| Date | Information |
|-----------------|---|
| 8 February 2022 | Applications open for FY2 Woodland Infrastructure (capital item) |
| 5 July 2022 | Applications open for BC3 and BC4 Beaver Protection (capital items) |

1 Introduction

This manual explains what you need to do to apply for CS Protection and Infrastructure grant for FY2 (Woodland Infrastructure), BC3 and BC4 Beaver Protection (capital items) and the additional requirements and processes that you must follow if your application is successful.

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

The Countryside Stewardship scheme overview

Countryside Stewardship gives incentives for land managers to look after their environment. Read about the different elements of CS, and new schemes that will be available.

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 air quality
- improved water quality.

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

- Higher Tier agreements for land that requires more complex management tailored to the individual site including 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
- Capital Grants that provide grants for boundaries, trees and orchards, water quality and air quality
- Woodland Tree Health grant to help restore and improve tree health
- Woodland Management Plan grant to help create a UK Forestry Standard (UKFS) compliant 10-year woodland management plan
- Facilitation Fund which supports individuals who bring together groups of farmers, foresters and other land managers to improve the environmental outcomes in their area.

Mid Tier Wildlife Offers, Woodland Tree Health, Higher and Mid Tier organic 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 more about the different elements of [Countryside Stewardship](#) and use [Countryside Stewardship forms](#) on GOV.UK to help with your application.

Agricultural Transition

We will continue to offer Countryside Stewardship agreements in 2023 and 2024. This includes CS Protection and Infrastructure.

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. The future schemes will be in place by 2025.

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.

You may need to keep evidence and provide it when requested. Check Countryside Stewardship grants on GOV.UK for the evidence and record-keeping requirements of grants before you apply for them.

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

Important information for FY2 Woodland Infrastructure

If you are a farmer or other land manager, you can apply for CS Protection and Infrastructure if you have a Woodland Management Plan or a Woodland Creation agreement. If you have a Woodland Creation agreement it must have started before 1 January 2022.

Important information for Beaver Protection capital items BC3 and BC4

CS Protection and Infrastructure grants for capital items are available if you are a farmer or land manager with either a permanent crop or have trees that are located within 100 metres of a water body or watercourse, which require protection from beaver activity.

BC4 capital items must only be used to protect specific trees which have commercial, amenity or ornamental value to qualify for protection within the landscape. An ornamental tree is a tree that is grown only for aesthetic value, for its beautiful appearance and not for harvest of fruit or wood for commercial gain. This option must not be used to protect all trees along a watercourse or within beaver territory, as beavers need access to woody material to feed on during the winter months and to build structures such as dams and lodges.

You can contact [Natural England](#) for further advice about tree eligibility.

If you wish to apply for a range of capital items designed to restore existing farm boundaries, and those that aim to improve water and air quality, either directly or indirectly, these items are available through Countryside Stewardship Capital Grants.

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 Agreement

A Countryside Stewardship agreement comprises of:

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

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

Mandatory parts of the CS Protection and Infrastructure manual

The mandatory elements of this manual are:

- Section 2: CS Protection and Infrastructure overview
- Section 3: Who can apply
- Section 5: How the CS Protection and Infrastructure grant works
- Section 6: Scheme requirements and procedures
- Section 7: 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 do not send emails or text messages with links to websites asking you to confirm your personal details or payment information. We strongly advise anyone who receives such a request not to open the link and delete the item.

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

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

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

This grant is a standalone capital grant available under Countryside Stewardship. It is a new grant provided under domestic legislation.

You can apply for a CS Protection and Infrastructure grant for FY2 Woodland Infrastructure capital items any time after applications open on 8 February 2022. If you accept an offer for a grant, you will enter into an agreement with the Rural Payments Agency (RPA).

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

Beaver Protection capital items

You can apply for a CS Protection and Infrastructure grant for Beaver Protection (capital items) which are BC3 (Crop protection mesh wire fencing for permanent crops) and BC4 (Tree guard post and wire), any time after applications open on 5 July 2022. If you accept a grant offer, you will enter into an agreement with the Rural Payments Agency.

2.1 Agreement period

The CS Protection and Infrastructure agreement is made up of a 2 year capital grant under which you can apply for support to create FY2 Woodland Infrastructure or Beaver Protection (capital items) BC3 and/or BC4.

The agreement runs for a maximum of 2 years from the start date of your agreement. The agreement may not run for the full 2-year period if you finish the works before then.

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

You must not submit your payment claim until you have paid for the capital items on the claim and the payment for them has left your bank account.

You must:

- maintain any capital items funded through the scheme in the same condition and specification set out in your agreement, for 5 years from the start date of the CS Protection and Infrastructure agreement. This is called the 'durability' period of the agreement.

- have management control of the land for the length of the CS Protection and Infrastructure agreement including for the 5 years durability period. See Section 3.2 which explains how this 'durability' requirement applies if you are a landlord or a tenant.

2.2 What the grant cannot pay for

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

- any capital works initiated before the agreement start date
- planning application fees or other transactional fees
- agent fees or other advisory fees
- meeting legal requirements, including planning conditions
- woodland creation for short rotation coppice and/or short rotation forestry
- protection for trees and permanent crops that are more than 100 metres from a water body or watercourse
- for fencing to protect temporary crops.

3 Who can apply

You must read and meet the requirements detailed in this section as these are mandatory for all CS Protection and Infrastructure grant agreement holders.

The CS Protection and Infrastructure grant is open to land managers who are one of the following:

- an owner occupier
- a tenant
- a landlord
- a licensor as long as they have control of all the land and all the activities needed to meet the obligations of the grant for the full duration of the agreement.

3.1 Eligible Land

3.1.1 What land can be entered into the scheme:

- land parcels must be entirely within England
- you must have management control of the relevant parcels for 5 years from the agreement start date or have your application countersigned by the landlord (read section 3.2.1).
- land parcels included in a Forestry Commission approved Woodland Management Plan or Woodland Creation Plan.
- land in a Site of Special Scientific Interest (SSSI) or Scheduled Monument (SM), including the boundaries of these sites.

3.1.2 Ineligible land

The following land is not eligible for the CS Protection and Infrastructure grant – you cannot include it on your application:

- developed land and hard standing (including permanent caravan sites and areas used for permanent storage)
- land that is already included in another scheme or obligation (read section 3.3)
- 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.

3.2 Management Control eligibility and scheme rules

You must have management control of all the land and all the activities needed to meet the requirements of the management options and/or capital items you select for 5 years from the Countryside Stewardship agreement start date, including the durability requirement (read section 2.1).

If you do not have full control of the land and all such activities, you must get the written consent of all other parties who have management control of the land and activities for 5 years from the start of the agreement. Read below for more details on how to do this.

3.2.1 Tenants

If you occupy land under a tenancy, including the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 (a Farm Business Tenancy) or equivalent, and you are applying for an agreement in your own name, this land is eligible if you have:

- security of tenure for at least 2 years from the start of the CS Protection and Infrastructure grants agreement. The land is not eligible if you do not have this minimum period of tenure
- management control of the land for 5 years from the start of the CS Protection and Infrastructure grants agreement. If you do not have management control for 5 years from the start date of the agreement, you must get the countersignature of your landlord as part of your application
- control of all the activities over the land to meet the scheme requirements for the chosen capital items
- the agreement of your landlord before you apply.

It is your responsibility to check that by joining Countryside Stewardship you do not breach the terms of your tenancy agreement.

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

3.2.2 Landlords

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

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

3.2.3 Partnerships

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

3.2.4 Licensors

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

3.2.5 Licensees

If you only have access to land under a licence arrangement, that land will not usually be eligible for Countryside Stewardship. This is because a licensee will not have sufficient management control of the land and will be ineligible.

However, if in practice, your agreement with the landowner gives you wider land management responsibilities, this may mean you are a tenant not a licensee and you may be eligible. If this is the case, you will need to show that you have sufficient management control of the land and activities to be able to apply.

3.2.6 Land owned by public bodies

Land owned or run by a public body 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 Exchequer funds
- grant aid from any other public body
- any other form of legally binding obligation including tenancies.

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

- Ministry of Defence
- Forestry Commission.

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

- Environment Agency
- Natural England
- Historic England
- National Forest Company.
- Parish councils and former college farms are not considered to be public bodies and so are eligible to apply for Countryside Stewardship.

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

| Body/Organisation | Eligibility | More information |
|---|--------------------|---|
| 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 | Can apply provided the work does not form part of their obligations as a public body |
| Parish Councils | Eligible | |
| Tenants of eligible public bodies | Eligible | Ineligible where the work is already a requirement of the tenancy agreement. The public body must countersign the |

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

If you are a tenant of a public body, you may be able to receive payments for the grant. To be eligible, you must have security of tenure for the full period of the agreement. If you do not have security of tenure for the full period of the agreement, you may still be eligible, but both of the following apply:

- your landlord must countersign your application
- your landlord must be eligible.

If you are a tenant of an ineligible public body and your tenure ends before the end of the subsequent 5-year durability period of the agreement; you will not be able to apply for an agreement.

On land owned by public bodies, the durability requirements described in Section 2.1 apply.

This means that tenants must:

- maintain any capital items funded through the scheme in the same condition and specification set out in your agreement, for 5 years from the start of the agreement. This is called the 'durability' period of the agreement
- have management control of the land for the length of the of the agreement including for the 5-year durability period.

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

If you are a tenant of a public body, then please contact RPA or your Forestry Commission Woodland Officer to discuss your application.

3.3 Land receiving other funding or other agreements

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

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

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

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

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

If you are the Countryside Stewardship applicant, you have to meet the Countryside Stewardship eligibility rules, including having 'management control' of the land included in your Countryside Stewardship application.

The BPS applicant must show that they have the same land 'at their disposal' under the BPS rules (and meet BPS eligibility rules).

If you have an agreement with another person who uses the land to apply for BPS, this does not mean that person has the land at their disposal. It is the rights and responsibilities held in relation to the land, and how they operate in practice, which determine this.

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

If you are the Countryside Stewardship applicant, make sure you have a written record before the BPS application deadline of 16 May 2022 that is signed and dated by both parties. This written record could be a tenancy agreement, a letter, or both, which shows:

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

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

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

3.3.2 Environmental Stewardship

Land parcels in Higher Level Stewardship (HLS) are not eligible for (capital item) FY2 Woodland Infrastructure, CS Protection and Infrastructure grant.

Land parcels in Higher Level Stewardship are eligible for Beaver Protection (capital items) BC3 and BC4.

3.3.3 Countryside Stewardship

You can enter land parcels in a Countryside Stewardship Mid Tier or Higher Tier agreement into the CS Protection and Infrastructure grant provided:

- any capital works in those Mid Tier or Higher Tier agreements have been fully completed and paid for and,
- the new capital works are additional works and do not conflict with the existing Mid Tier or Higher Tier agreement.

3.3.4 Environmental Land Management schemes

Sustainable Farming Incentive pilot

You cannot apply for FY2 (Woodland Infrastructure) CS Protection and Infrastructure grant on land parcels that are included in a Sustainable Farming Incentive (SFI) pilot standards agreement. If you have other land parcels not included in your SFI pilot standards agreement, you can apply for CS Protection and Infrastructure grant on those land parcels.

You can apply for BC3 and BC4 Beaver protection (capital items) on land parcels which are included in a SFI pilot standards agreement.

There is a separate CS Capital Grants offer for Sustainable Farming Incentive (SFI) pilot participants to support delivery of the SFI pilot standards. If you are an SFI pilot participant, please see [Capital Grants: Countryside Stewardship](#) for more information.

Sustainable Farming Incentive 2022

There will be no capital payments available under the SFI standards in 2022. Capital payments will be introduced into SFI later in the rollout. We will release more details in due course. In 2022, farmers will still be able to apply under other Defra capital offers (including Countryside Stewardship), alongside an SFI agreement.

Local Nature Recovery

We plan to make an early version of Local Nature Recovery available to a limited number of people in 2023 and expand this as we roll out the scheme more widely by the end of 2024. We will publish more information about the scheme, including how CS agreement holders can take part, later this year.

Landscape Recovery

Customers with a CS Protection and Infrastructure grants offer can also apply for a Landscape Recovery agreement. Defra will work with Landscape Recovery applicants during the project development phase on how to transition CS agreement holders fully into Landscape Recovery and avoid double funding.

3.3.5 English Woodland Scheme

You can apply for Countryside Stewardship items on land parcels covered by an EWGS Management Planning Grant and certain capital grants (for example, Woodland Improvement

Grant - WIG) as long as this does not result in you being paid twice for the same items or activities and the CS items do not conflict with any ongoing EWGS requirements.

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

3.3.6 Farming Recovery Fund

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

3.3.7 Inheritance tax or Capital Gains exemption

Countryside Stewardship options and capital items may be available on land designated by HM Revenue & Customs (HMRC) as conditionally exempt from Inheritance Tax or as the object of a Maintenance Fund, depending on the specific undertakings and proposed options or capital items. Read [Inheritance tax and capital gains exemption: Countryside Stewardship](#) to find out whether capital items available under the CS Protection and Infrastructure grants are always eligible, never eligible, or need checking.

3.3.8 CS Protection and Infrastructure under Countryside Productivity, Growth Programme, LEADER, Water Environment Grant, Farming in Protected Landscapes, Woodland Carbon Fund, HS2 Woodland Fund, Farming Investment Fund and England Woodland Creation Offer

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

3.3.9 Common land and shared grazing

Common land is eligible for the FY2 (Woodland Infrastructure) grants. BC4 (Tree guard post and wire) grants are available on commons where trees are within 100 metres of a water body or watercourse. Commoners need to agree and name one person to sign the application. This person will then be responsible for maintaining the relevant agreement, if accepted, on behalf of all the commoners.

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

If you are thinking about applying for an agreement, the work may need consent from the Planning Inspectorate. Consent is required where the work would prevent or impede access or for works to the surface the land, for example:

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

Consent is not required in certain situations – including erecting fencing for up to 5 years, depending on the purpose of the fencing, such as habitat restoration on moorland. However,

where an exception applies you must still complete a notice of exemption and send it to the Planning Inspectorate.

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

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

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

3.4 Business Viability Test

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

For applications including capital expenditure of over £50,000 in total, 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 chartered 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 etc)
- their understanding of the total value of the capital works in the application. Applications involving capital expenditure over certain limits will require additional evidence and undergo additional checks. Read 4.7.1 for more information.

4 How to apply

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

4.1 CS Protection and Infrastructure Grants application route: step by step guide

- Register your land on the [Rural Payments service](#) if you have not already done so and prepare your application. Application documents are available on GOV.UK.
- Submit your application to RPA by email or by post. Refer to Section 4.7 for further information

For FY2 Woodland Infrastructure

- RPA carry out checks to make sure your application is complete and eligible
- A Forestry Commission Woodland Officer will visit your site, carry out consultation and/or assessment if required and agree any changes to your application with you
- Send your final application and any necessary supporting evidence and documentation to the Forestry Commission. The form must be signed if sending by post, but a signature is not required if sending by email. You do not need to send any consents with your application, but you must obtain consent before you carry out any work where a consent is needed. We may ask to see evidence of this
- You can accept or reject the agreement offer – if you accept you have 2 calendar years to complete capital works from the agreement start date.

For Beaver Protection Capital Items BC3 and BC4

- We carry out checks to make sure your application is complete and eligible
- You can accept or reject the agreement offer – if you accept, you have 2 calendar years to complete capital works from the agreement start date.

4.2 Application deadline

You can apply for a CS Protection and Infrastructure grant at any time. The grant is open throughout the year.

4.3 Register with the Rural Payments service

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

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

4.4 Authorise an Agent

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

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

Read '[Give someone else permission to act on your behalf](#)' on GOV.UK for more information on the different levels of permission. You should also read the information in the Permission levels screen in the Rural Payments service. This lists what is permitted at each level. You are responsible for ensuring that permissions assigned on the Rural Payments service are made correctly and that contact details are all correct.

4.5 Application methods by email or post

You can email or post your application using the [CS Protection and Infrastructure grant application form](#).

To help you fill in the application form read the [Countryside Stewardship: How to apply for CS Protection and Infrastructure](#).

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

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

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

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

4.5.1 Prepare a map to accompany your application

You must complete your map to a required standard. See section 5.1.1 below for information on what is required for a FY2 (Woodland Infrastructure) map.

See section 5.7.3 for information on what is required for Beaver Protection (capital items).

4.6 Getting consent

If any consents are needed, you are responsible for arranging all relevant consents, permissions, exemptions, and any written advice needed for your application as set out in section 4.6.1 - 4.6.2 We may ask to see this evidence.

4.6.1 Planning Consent

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

You do not need to provide evidence of whether planning permission or consent is needed with your application. However, if required, you will need to have permission or consent in place before you carry out any work, and you will need to submit this evidence when you make a claim for this work. You will need to check if any permissions or consents are needed before you begin any work. There is also general guidance on planning available at [Planning practice guidance](#).

You will need to check with the local planning authority and relevant highways authority (if relevant), if permitted development rights apply to any (FY2 Woodland Infrastructure). This will

determine if full planning consent is needed and which authority (Local Planning Authority or the Forestry Commission) will be responsible for a decision on whether consent is needed under the Environmental Impact Assessment Regulations. You will need to advise your local Forestry Commission Woodland Officer that you have contacted your local planning authorities at the time of your application.

Site of Special Scientific Interest (including National Nature Reserves)

One-to-one technical advice for CS Protection and Infrastructure agreements is not available from Natural England, except for any land in a Site of Special Scientific Interest (SSSI) which is contained in the application. Work on land in a SSSI will need consent and you should contact Natural England as early as possible when you are getting your application ready. For further information on SSSI consents go to [Give notice and get consent for a planned activity on a SSSI](#) on GOV.UK.

Scheduled monuments

Your local Historic England officer can provide advice on any management or changes needed to maintain or bring the monument into favourable condition. You may also need Scheduled Monument Consent from the Government (advised by Historic England) for some of the chosen work (such as fencing and gateways).

In these situations, you must speak to Historic England to see whether consent is needed, or how to go about works to avoid or reduce negative impacts on the Scheduled Monument.

If your proposals are about any of the following, Historic England can advise whether they are likely to be acceptable:

- registered parks and gardens
- registered battlefields.

4.6.2 Other consents

You may need to apply for other consents even if you do not need planning consent. If you do, you must keep this evidence as we may ask to see it. Examples of areas where consent is likely to be needed includes where the work affects:

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

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

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

4.6.3 Other considerations

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

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

4.7 Complete and submit your application

A complete application is made up of the following which you need to submit to us.

- an application form
- the application map as at section 5.2
- a Countryside Stewardship: land ownership and control form, if applicable
- any other supporting documents we ask for.

The form is available at [Countryside Stewardship forms](#). You do not need to send the following with your application, but if required, you will need to have permission or consent in place before you carry out any work. You will need to submit this evidence when you make a claim for this work.

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

4.7.1 Before you submit your application

Read this Countryside Stewardship manual and the Terms and Conditions below and:

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

The party/parties that sign the paper application must have full authority and capacity to represent and bind the applicant.

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

4.7.2 Submitting your application

You can email your application and supporting information to: ruralpayments@defra.gov.uk or post it to:

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

Title your email 'Countryside Stewardship, document type, year, SBI number', for example 'Countryside Stewardship Protection and Infrastructure grant application, 2022, [SBI]'.

We also recommend that you get proof of postage for these and any other documents you send to us, keep a copy of your completed application form and map.

4.8 After applying

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

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

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

5 How the CS Protection and Infrastructure grant works

Information about FY2 Woodland Infrastructure and Beaver Protection

5.1 Capital Item FY2 Woodland Infrastructure

Find out more information about FY2 Woodland Infrastructure below:

Overview

| Code | Capital item for use in CS Protection and Infrastructure | Payment rate | Aim | Additional notes mandatory or optional |
|------|--|--|--|--|
| FY2 | Woodland Infrastructure | 40% of actual cost (based on the selected quote) | To be used to support the planting and maintenance of new woodland and the management of existing woodland | Optional |

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

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

We must receive at least 3 written quotes with your application and when you submit your claim you will need to provide receipted invoices that show you have made the payment.

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

Key points

You must identify the need for the proposed access to support the establishment of the new woodland in your Woodland Creation or Woodland Management plan. You can consult a Forestry Commission Woodland Officer for technical advice if you are unsure.

Your application map must also clearly show the proposed location of the infrastructure.

The infrastructure under FY2 (Woodland Infrastructure) does not require scoring as a standalone item when applied for as part of a CS Protection and infrastructure grant.

You can use FY2 (Woodland Infrastructure) on land outside of planting area, for example, for access reasons. However, you must have full management control of the land and the land must be registered to your SBI. You must agree the need for such access with your Forestry Commission Woodland Officer.

If the infrastructure crosses land that is not being planted as part of the new CS woodland creation, then this land needs to be free of any obligation in relation to Environmental Stewardship grants.

You can only apply for FY2 (Woodland Infrastructure) in conjunction with a Woodland Creation agreement if the agreement started before 1 January 2022. You cannot use item FY2 as part of woodland creation under the England Woodland Creation Offer.

Consents and permissions

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

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

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

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

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

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

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

5.2 Prepare a map for your FY2 Woodland Infrastructure application

You need to provide a map which shows all areas of proposed woodland creation and associated capital items with your application. If your application is successful and we offer you an agreement, the map you sent with the application will become the "Agreement Map", so it needs to be clear, legible, and meet the standards set out below (see 5.2.1).

You can create the application map yourself (as long as it meets the standards in 5.2.1), or you can request one from the [Forestry Commission map request service](#). The agreement map needs to reflect the details recorded in the CS Protection and Infrastructure application form, showing:

- all land parcels and their land parcel reference numbers
- any areas of open space within the area proposed for grant support. Integral open space must be limited to 20% of the total woodland area and individual areas of open space

must not be more than 0.5ha. Areas larger than this can only be proposed in exceptional circumstances and you should discuss this with your FC officer. Open space includes forest tracks, rides, wayleaves and other permanent open areas

- other relevant information outlined in section 5.6.1.

As part of your application, supporting maps for the woodland creation plan should contain more detailed information about the woodland creation, for example, stocking density, species, rides and open areas (read section 5.5.1 for more information). Supporting maps should be based on OS based maps and/or Geographical Information System (GIS)-generated digital maps. Maps must be based on a scale of 1:2,500 or 1:5,000 or for large schemes 1:10,000. If you are using a GIS based map, add a scale bar to the map so that this can be used to measure lengths. If you make a mistake strike through it. Do not use correction fluid on your map.

If you send a map that does not meet these requirements or the minimum standards outlined in 5.2.1, the RPA will send you a new base map. You will need to complete this map to the minimum standard.

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

5.2.1 Minimum mapping standards

When creating your application map (or marking capital items on the base map provided) you must comply with the following rules:

- the map (or maps) must be based on a scale of 1:2500 or 1:5000 or for large schemes 1:10000
- the map (or maps) must show the whole land parcel on which the capital items to be included are located
- the map (or maps) must show the location of the proposed capital works (mark the capital items with a coloured pen and list the capital item code(s) next to them). This includes proposed planting areas
- the map (or maps) must show any proposed areas of open space within the proposed planting areas
- the map (or maps) must show fence lines – stating which type of fence (code) you are applying for
- the map (or maps) should have a number (1, 2, 3, and so on). Include this map number and also the total number of maps, for example 1 of 3.

You must also:

- write your Single Business Identifier (SBI) consisting of 9 digits, the application year, and agreement title (as detailed on the application form) on the top right of the map
- write the name of business or applicant – this should be the name (beneficiary) that is registered with us for the SBI, on the right hand side of the map
- write a 6 figure OS grid reference for the centre of the map on the bottom left of the map, if there are no numbered OS grid lines
- if you make a mistake, strike through it. Do not use correction fluid on your map.

If you send a map that does not meet these standards, we will send you a base map to mark up and return.

5.3 Why FY2 Woodland Infrastructure applications may be rejected

We may reject your application at any stage if:

- you have no evidence that poor vehicle access to the woodland is preventing the movement of timber and other forest products.
- the application does not meet the [UK Forestry Standard](#) and associated guidelines and is likely to cause harm to the environment
- you do not provide all necessary supporting evidence within the required timescale or we find an issue at a later date, for example, we find a potential environmental issue after the agreement has been signed.

5.4 Restrictions on agricultural activity in woodland areas

You cannot use any land subject to a Woodland Creation agreement or FY2 (Woodland Infrastructure) grant for any agricultural activity unless you have been granted permission by your Forestry Commission Woodland Officer. This must last for a period of at least 5 years following the final capital payment.

Once the Woodland Creation agreement starts the land is considered non - agricultural (regardless of when the trees are planted) because this is the point at which land is set aside for non-agricultural use. At this point you must submit an RLE1 form to notify the Rural Payments Agency (RPA) and register the land as permanent non-agricultural area with an effective date from the start date of the CS Protection and Infrastructure grant and providing you meet all eligibility requirements you can continue to claim Basic Payment Scheme (BPS) on land in the Woodland Creation agreement.

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

5.5 How we process your application

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

- RPA will check and notify Forestry Commission that your application is valid and eligible and is available for a Forestry Commission Woodland Officer to visit
- a Forestry Commission Woodland Officer must visit your site to review the application with you. They will check that the woodland design is appropriate and meets the UK Forestry Standard and check, that the items you applied for are suitable
- the Forestry Commission will publicise the proposals on Public registers and consult on forestry projects if an Environmental Impact Assessment is being conducted during your application. This is to ensure that the local community knows about and can comment on the proposals

Timescales vary because each application is different, but we will process your application as quickly as possible. An application which involves the amendment of an existing Environmental Stewardship agreement, which requires consent or agreement from other parties because of potential impacts on designated sites and which includes the item FY2 Woodland Infrastructure can take longer.

During peak periods of work – such as when Forestry Commission Woodland Officers are negotiating Higher Tier applications from May to September - it may take longer for us to process your application.

The more preparatory work you can do to provide a detailed woodland infrastructure plan based on prior engagement with key stakeholders the better, as it will help us to process your application. Contact your Forestry Commission Woodland Officer as early as possible to receive advice and guidance to develop your application and understand how long it will take for us to process it.

Site visits needed as part of the application process can be carried out before you send your initial application. We recommend a joint site visit between you, Forestry Commission, and any relevant statutory bodies if the application may need consent or agreement from other parties.

FY2 (Woodland Infrastructure) will require confirmation of whether permitted development rights apply to the proposed road with your local planning authority (and relevant highways authority, as needed) as early as possible. You need to keep evidence that you have done this and send it with your claim.

Where planning permission is required you will need to have this consent before you do the work and provide evidence of this when you submit your claim for FY2 (Woodland Infrastructure).

To apply for FY2 (Woodland Infrastructure) you will also need to provide 3 quotes for the work. You must send this with your final application. If you provide this information earlier, it will help us process your application quicker.

If your application is successful, we will offer you a CS Protection and Infrastructure grant agreement once we have completed the final checks. If your application is unsuccessful, we will let you know.

5.6 Your agreement start

The CS Protection and Infrastructure element of your agreement will start on the first of the month after we have completed our checks.

You should discuss the likely start date with your Forestry Commission Woodland Officer.

5.7 Beaver Protection Capital items

You can apply for CS Protection and Infrastructure Beaver Protection capital items if your land is located in one of the following Catchment areas and there is evidence of beaver activity:

- [East Devon Catchment](#)
- [Stour \(Kent\) Catchment](#)
- [Kent North Catchment](#)
- [Medway Management Catchment](#)
- [Gloucester and the Vale Catchment](#)

- [Tamar Catchment](#)
- [Taw and North Devon Streams Catchment](#)
- [Avon Bristol North and Somerset Streams Catchment](#)
- [Somerset and South and West Catchment](#)
- [Wye Management Catchment](#)

If you have land outside the above catchment areas with known established beaver populations, you can apply for BC3 and BC4 as long as you meet the requirements and send photographic evidence. We will send your application and photographic evidence to Natural England so they can carry out a site visit to confirm beaver activity.

Overview of Beaver Protection Capital Items

| Code | Capital Item | Payment Rate | Item Group classification |
|------|---|-----------------------|---------------------------|
| BC3 | Crop protection mesh wire fencing for permanent crops | £3.20 per metre | Beaver protection |
| BC4 | Tree guard post and wire | £84.00 per tree guard | Beaver protection |

More detailed information on (and the specific requirements for) these items are available on the [Countryside Stewardship online grant finder](#).

5.7.1 BC3 Crop Protection mesh wire fencing for permanent crops

Farmers and land managers can apply for BC3 Crop Protection mesh wire fencing if the permanent crop is growing on land in one of the eligible catchment areas. Please see the list of eligible catchment areas in Section 5.7.

The BPS [definition of permanent crops](#) information provides a list of permanent crops that are eligible for BC3, including Cricket Bat Willow. The permanent crop must be within 100 metres of a water body or watercourse where beavers are foraging, or there is a strong likelihood of foraging.

You may have fencing that has previously been funded under Countryside Stewardship and is still within the ex-post requirements. Ex-post requirements mean that the fencing and posts should remain in place and be kept in the condition and specification for 5 years after the start of the funding agreement. You will need to install the BC3 Crop protection mesh and wire fencing alongside it, or it can be attached to the existing fencing. You can use the existing fencing posts and strengthen them or improve them with new posts where required.

The fence must not:

- be attached to trees or hedgerows
- block or restrict access to open access land
- be located on historic or archaeological features
- be located close to a watercourse

- include electric fencing.

Permissions and Consents

Some activities near rivers which are a flood risk, such as installing fencing perpendicular, or in some instances across a watercourse, may need a permit or consent from the relevant Risk Management Authority. Permits or consent must be in place before your application is submitted.

You will need to contact:

- the relevant Risk Management Authority (RMA) [Flood and coastal erosion: risk management authorities](#) for consents or permissions connected with any beaver capital items
- Natural England for consents or permissions connected with the work if on a SSSI.

Please read the [Flood risk activities: environmental permits guidance](#), to check if you need to apply for an environmental permit, formally known as a flood defence consent, and get the form you need.

Consents and permissions must be submitted with your application form.

For full details of BC3 Crop protection mesh wire fencing for permanent crops, go to [Countryside Stewardship online grant finder](#).

5.7.2 BC4 Tree Guard post and wire

Farmers and land managers can apply for BC4 Tree guard post and wire to protect specific trees that have a commercial, amenity or an ornamental value. An ornamental tree is a tree that is grown only for aesthetic value, for its beautiful appearance and not for harvest of fruit or wood for commercial gain. The trees must be growing on land in one of the eligible catchment areas listed in Section 5.7.

You can contact [Natural England](#) for further advice about tree eligibility.

The tree(s) must be within 100 metres of a water body or watercourse where beavers are foraging or there is a strong likelihood of foraging.

This option must not be used to protect all trees along a watercourse or within a beaver territory, as beavers need access to woody material to feed on during the winter months and to build structures such as dams and lodges.

Guidance on how to use wire mesh to protect trees can be found here: <https://www.nature.scot/doc/protecting-trees-beavers-using-wire-mesh>.

If you have tree guards in place that we have already funded, within ex-post requirements, you can install the new BC4 tree guards and wire mesh items alongside it.

- The tree guard must not:
 - be attached directly to the tree
 - be attached so that they rub against, constrict or damage the tree in any other way
 - block or restrict access to open access land
 - be located on historic or archaeological features.

The use of electric fencing is not acceptable.

Permissions and Consents for BC4 Beaver Protection Capital Items

You will need to contact:

- the relevant Risk Management Authority (RMA), (Environment Agency, Internal Drainage Board or the Lead Local Flood Authority) for consents or permissions connected with any beaver capital items.
- Natural England for consents or permissions connected with the work if on a SSSI site.

Consents and permissions must be submitted with your application form.

5.7.3 Creating a map for your CS Protection and Infrastructure Beaver Protection Application

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

5.7.4 Your agreement start

The CS Protection and Infrastructure beaver protection element of your agreement will start on the first of the month after we have completed our checks.

6 Scheme requirements and procedures

You must read and meet the requirements detailed in this section as these are mandatory for all CS Protection and Infrastructure grant agreement holders.

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

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

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

6.1 Entering into an Agreement

If you want to accept the CS Protection and Infrastructure agreement, you must return the signed acceptance declaration to us within 20 working days of the date of the letter. If you do not accept your offer in time, we will withdraw it.

Your agreement cannot start until the SSSI consent is granted by Natural England.

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

Once you have accepted the offer and entered into an agreement, you cannot modify, extend, or amend the agreement without our written permission.

6.2 Record keeping

You must keep all records relevant to the expenditure of the grant for at least 7 years from the end of the agreement. The 7-year period starts when each agreement has ended.

All records kept must be dated on or after the agreement start date. We will reject claims and will not pay them if, during a site visit, we find that you ordered or bought items before the start of the agreement or you carried out part or all of the work before, or after, the agreement period.

6.3 Evidence: Record keeping and site visit requirements

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

Your evidence must show that:

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

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

Record keeping is an important part of an effective farm, or woodland management system. You can use some existing farm records to meet scheme requirements, but you may also need to keep other records specifically about the management being funded.

The record keeping requirements for each capital item are published in the [Countryside Stewardship online grants finder tool](#).

6.3.1 When is evidence required?

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

Evidence to support your application

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

During the agreement period

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

- to support a claim. More information is set out in the following sections, and where relevant further information will be sent with the claim form covering letter
- during or after an administrative check, an inspection, or other checks as described in section 7.

After the agreement period

The Terms and Conditions (see Annex 1) explain you must keep all invoices, receipts, accounts, and any other relevant documentation relating to the expenditure of the grant for at least 7 years from the end of the agreement.

6.3.2 General evidence requirements for applicants and agreement holders

It is your responsibility to get all consents, approvals, or permissions that you may need due to your specific circumstances and to carry out the particular capital item. These consents, approvals and permissions must remain effective for the duration of the agreement and you must keep records for 7 years from the end of the agreement.

6.4 Photographic evidence

You need to keep dated photographic evidence for capital items to support an application and any claims. You must make this available when we ask for it, for example as part of administrative record checks or during a site visit.

6.4.1 Summary

You must follow the requirements below.

Application stage

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

Claim stage

For a partial or full claim, you must take a dated photograph after the works have been completed and send it with your payment claim. This must show the 'works completed condition'. The 'application' and 'works completed' photographs must be taken from the same position.

6.4.2 Photographic evidence quality

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

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

6.4.3 Clearly labelled photographs

Use the Ordnance Survey (OS) map sheet reference and National Grid reference for the field parcel where the works are taking place, the implemented capital item code, date, agreement holder name and SBI. If you are sending more than one image, also include the image number.

For example, if we ask you to send 'before and after' photographs to support capital items the images should be labelled as OS Ref Capital item code_Date_Name_SBI_Image number.

Save digital images under the label outlined above.

6.5 Publicity requirements

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

6.6 How RPA will use and share Agreement Holder's information

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

6.7 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 written evidence 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.

7 Agreement management

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

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

Important Information

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

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

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

When you have finished the works and you have been charged or invoiced by the contractor or supplier for the items or activities, you can submit your claim.

Part claims are allowed in some cases. See section 7.3.

7.1 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.

7.2 Amendments

You should be able to carry out the capital items under your agreement without difficulty. However, should an exceptional situation arise where you need to change the items or their 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 capital items.

We must agree to the request before you make any changes to the item, 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 written confirmation from us agreeing to the amendment and advising you of the date from which it will take effect.

7.3 Requirements when using own labour or contractors for capital works

7.3.1 Using own labour for capital works

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

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

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

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

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

7.3.2 Using contractors to carry out capital works

You can employ contractors to carry out the work needed for the capital items.

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

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

7.4 Making a claim for payment

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

We will not accept late claims under any circumstances.

When you have finished the works and you have been charged or invoiced by the contractor or supplier for the items or activities, you can submit your claim for payment. The minimum claim value is £500. You can submit a claim for payment at any time of the year. We will pay valid claims within 2 months of receiving them.

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

7.4.1. Submitting claims

Once the capital works are finished and you have been charged or invoiced by the contractor or supplier, you can sign into the Rural Payments service and submit a claim online.

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

If you cannot make a claim online contact us to ask for a claim form – go to Annex 2 for our contact details.

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

You, as the agreement holder, must keep the completed items to the condition and specification for which the aid was granted for 5 years from the start date of the agreement (read Section 2.1). This is a requirement of the agreement.

This also applies to landlords where management of the agreement land reverts from the tenant agreement holder to the countersigning landlord during the durability period (read Section 3.2).

7.5 Scheme checks and site visits

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

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

We carry out a number of checks on claims:

- administrative record checks
- in situ visits
- agreement monitoring visits
- physical or virtual site visits.

You must allow any UK public authority (or their authorised representatives or auditors) to access your land or premises to carry out site visits.

We will seek to agree a date and time for a site visit where possible. If not, you will be notified at least 48 hours in advance of the site visit unless we have reasons to suspect that you are in breach of your agreement.

You must help and co-operate with any person carrying out a site visit (including controls and spot-checks) and shall provide access to any land, premises, plant, equipment, or documents which may be required. Any refusal to do so or obstruction will be treated as a breach of the Countryside Stewardship Terms and Conditions, and you may face recovery, suspension or termination of your agreement. We may also refuse support for other Defra grant schemes for up to 2 years.

7.5.1 Administrative record checks

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

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

7.5.2 In situ visits

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

7.5.3 Agreement monitoring visits

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

7.5.4 Site visits

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

7.5.5 Refusal or withdrawal of support

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.

7.5.6 Cross compliance

If you receive payments for the Basic Payment Scheme (BPS), or a CS Mid Tier or Higher Tier scheme 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 CS Protection and Infrastructure grant are not impacted by breaches in cross compliance rules.

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

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

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

7.6 Payment Reductions

7.6.1 Breaches of Agreement

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

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 visits, we will write to tell you and you will have the opportunity to make written representations if you feel that our findings are incorrect.

In these cases, 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 claims, unless you can demonstrate you were compliant.

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

Severity

We will assess what has happened due to the breach/non-compliance and consider the objectives of the agreement or specifications that were not met. For example, constructing an item in a way that does not deliver what the item was designed for would be classed 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 a number of factors, for example whether a similar event of non-compliance has been found on previous claims 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 have to cancel the agreement. In serious circumstances, you may be forbidden from entering another agri-environment scheme for up to 2 years.

7.6.2 Over-declaration of expenditure

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

7.7 Change of ownership

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

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

If, after completing your CS Protection and Infrastructure agreement, you sell or let all or part of the land previously under your agreement to another party during the subsequent durability period, you may need to repay part of the grant payments you have already received.

7.8 Disputes, appeals and complaints

If you're unhappy with a decision we have taken about your application or agreement, you can submit a complaint.

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 Annex 2 for our contact details. 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.

Annex 1: 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.

| 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. |
| 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. |

| Definition | Interpretation |
|--|---|
| 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). |
| 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 |

| Definition | Interpretation |
|--------------------------------|--|
| Cross Compliance Requirements: | rules that farmers and land managers must follow on their land, as referred to in the Countryside Stewardship Manual and as set out in 'The guide to cross compliance in England' (both as may be re-issued, updated or amended from time to time). We will publish any changes to the requirements and any replacement for cross compliance on www.gov.uk . |
| Data Protection Legislation: | <ul style="list-style-type: none"> i) the UK GDPR and any applicable national implementing Laws as amended from time to time; ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; iii) all applicable Law about the Processing of personal data and privacy |
| Forestry Commission: | a government department responsible for advising the Managing Authority on the protection, expansion and promotion of the sustainable management of woodlands, and providing technical advice to the Authority in support of the Scheme. |
| GOV.UK | The UK government website at www.gov.uk which contains information about the Countryside Stewardship scheme |
| Governing Regulations | means The Agriculture (Financial Assistance) Regulations 2021 |

| 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. |
| Option End Date: | the date on which the relevant Multi-Year Option comes to an end, as set out in the Agreement Document. |

| Definition | Interpretation |
|--------------------|---|
| 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) |
| Working Day: | any day other than a Saturday, a Sunday or a public holiday in England |

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

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

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

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

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

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

2 Agreement Holder's declarations

2.1 The Agreement Holder confirms that:

- a) the declarations made in its application for the Grant remain true and accurate to the best of its knowledge and belief;
- b) it has full capacity and authority to enter into the Agreement;
- c) it is not aware of any circumstances which would 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. (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.

Annex 2: Contact details

Contact details for Countryside Stewardship Protection and Infrastructure grant.

Visit our website

[Rural Payments Agency](#)

For more information about the Countryside Stewardship Protection and Infrastructure grants, go to [Countryside Stewardship](#)

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

Email

ruralpayments@defra.gov.uk

Please quote your single business identifier (SBI) and agreement number for all enquiries.

Call us

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

Write to us

Rural Payments Agency (CS)

PO Box 324

WORKSOP S95 1DF

Completed Countryside Stewardship application forms

Please send your completed Countryside Stewardship application forms for the CS Protection and Infrastructure grant by email to: ruralpayments@defra.gov.uk or by post to:

Rural Payments Agency (CS)

PO Box 324

WORKSOP

S95 1DF

Contact the Forestry Commission

Forestry Commission Woodland Officers provide technical advice on CS Protection and Infrastructure applications after you've submitted your initial application.

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

You can contact [find details about offices and opening hours](#) online.

Contact Natural England

Natural England County Hall

Spetchley Road

Worcester

WR5 2NP

email: enquiries@naturalengland.org.uk

telephone: 0300 060 3900