



Rural Payments
Agency

Countryside Stewardship: Higher Tier manual for agreements starting on 1 January 2023

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Countryside Stewardship: Higher Tier manual for agreements starting on 1 January 2023

This manual applies to all Higher Tier multi-year agreements starting on 1 January 2023

Are you and your land registered?

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

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

Key dates for Countryside Stewardship Higher Tier

Important dates for Countryside Stewardship Higher Tier.

Date	Details
8 February	Start of CS 2022 application period for agreements that will start on 1 January 2023
31 March (midnight)	Deadline for requesting a CS 2022 Higher Tier application pack online, by email or phone
Before 29 April	If woodland is included in CS application, Woodland Management Plan must be approved or approved in principle before Higher Tier initial application is submitted
29 April (midnight)	Deadline for submitting Higher Tier 2022 initial application

Date	Details
By early June	Customer notified of success or failure of their Higher Tier 2022 initial application
June to August	Higher Tier 2022 final application development with customer
31 August	All necessary consents, permissions and evidence must be arranged by this date Woodland Management Plans, where needed for mixed applications, must be fully approved with any associated felling licence in place by this date
30 September	Deadline for RPA to receive any requested 'baseline' (BEHTA) evidence Deadline for RPA to receive any changes to the Higher Tier woodland only 2022 final application. Woodland Management Plans, where needed for woodland only applications, must be fully approved with any associated felling licence in place by this date

1 Introduction

This manual explains the rules and application process for Countryside Stewardship Higher Tier agreements that will start on 1 January 2023

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

This manual explains what you need to do to apply for

- Higher Tier agreements

It also explains the additional requirements and processes that you need to follow. Any references in this manual to 'us' or 'we', refer to RPA.

Countryside Stewardship scheme overview

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

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

Other outcomes supported are:

- protection against flooding and coastal erosion
- maintaining the historic environment
- improved landscape character
- climate change adaptation and mitigation
- manage and maintain geodiversity features

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

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

- Higher Tier agreements for land that requires more complex management tailored to the individual site and now includes woodland maintenance
- Mid Tier agreements that provide a range of options and capital items that together help to deliver a broad range of environmental benefits
- four Wildlife Offers that provide a simpler set of options to help improve the wildlife on farms
- Capital Grants that provide grants for boundaries, trees and orchards; water quality and air quality
- Woodland Creation Maintenance Payments maintain new woodland, funded by the Countryside Stewardship Woodland Creation grant
- Woodland Management Plan grant to help create a UK Forestry Standard (UKFS) compliant 10-year woodland management plan Woodland Tree Health grant to help restore and improve tree health
- Facilitation Fund that supports individuals who bring together groups of farmers, foresters and land managers to collaboration to improve the environmental outcomes in their area
- Countryside Stewardship Protection and Infrastructure grant which provides grants for woodland infrastructure

Wildlife Offers, Woodland Tree Health, and Higher Tier and Mid Tier organic grants are not competitive.

More information

This manual applies to Higher Tier only. For supporting information and guidance and Countryside Stewardship forms read the [Countryside Stewardship pages](#) on GOV.UK. You can also read more information on GOV.UK about the different elements of Countryside Stewardship that are listed above.

Agricultural Transition

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

Countryside Stewardship will eventually be replaced with three new schemes that reward the delivery of environmental benefits: the Sustainable Farming Incentive, Local Nature Recovery and Landscape Recovery. This will follow piloting involving farmers and land

managers. By 2025, we will have fully introduced our three new environmental land management schemes.

Signing up to a Countryside Stewardship agreement now will put you in the best possible position to join future schemes. What's more, it will give you a viable, long-term source of income for providing environmental benefits as Basic Payment Scheme payments are reduced.

Anyone in a Countryside Stewardship agreement that started on or after 1 January 2021 will be able to end their agreement early, at agreed points, where they have secured an agreement in one of our environmental land management schemes.

Sustainable Farming Incentive Pilot Scheme

You cannot apply for Countryside Stewardship options on land parcels included in the Sustainable Farming Incentive Pilot Scheme.

There is a separate Countryside Stewardship Capital Grants offer for Sustainable Farming Incentive pilot participants to support delivery of the pilot standards. If you are a pilot participant, please read the GOV.UK pages [Sustainable Farming Incentive pilot](#) for more information.

Sustainable Farming Incentive 2022

We will launch the first round of the Sustainable Farming Incentive in 2022. Only those farmers who are eligible for payments under the Basic Payment Scheme (BPS) will have these standards open to them. The scheme will also be open to those who are eligible for BPS and already have an existing CS Higher Tier (or other agri-environment) agreement. However, the Sustainable Farming Incentive standard chosen must be compatible with their existing CS agreement and would not result in them being paid twice for similar activities.

You can enter land parcels into both a Higher Tier CS agreement and a Sustainable Farming Incentive 2022 agreement if the actions under option do not overlap. For example, if you are already being paid for establishing a cover crop under a Countryside Stewardship option on land that is at risk of soil erosion or surface runoff, then you will not be able to also enter that same land into the Sustainable Farming Incentive arable and horticultural soils standard where similar activities are required. You may however be able to establish cover crops on land on other parts of your holding, where appropriate.

We will publish more information about Sustainable Farming Incentive later in the year. This will include how CS agreement holders can take part and what they need to do to meet the rules for both schemes.

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. You can read [more information on how the scheme will work](#) on GOV.UK

We will publish more information about the scheme, including how CS agreement holders can take part, later this year.

Landscape Recovery

Customers with a Higher Tier Countryside Stewardship agreement can also apply for a Landscape Recovery agreement. Defra will work with Landscape Recovery applicants during the development phase, advising how to transition to the Landscape Recovery and avoid double funding. You can read [more information on how the scheme will work](#) on GOV.UK

Scheme changes for Countryside Stewardship agreements that start on 1 January 2023

The Woodland Creation Grant has been replaced by the [England Woodland Creation Offer on GOV.UK](#). If you have land that has previously been included in a Countryside Stewardship capital agreement, you can continue to claim the woodland maintenance payment WD1 for the duration of your agreement.

Lowland Peat

This year we are introducing two new options for managing lowland peat soils, one for arable or cropped land (SW17) and the other for grassland (SW18). The aim of the new options is to prevent the further degradation. This will reduce the amount of carbon dioxide released when peat soils are broken down as well as improving soil health, natural flood management and biodiversity.

You can only include these management options in your Higher Tier application on land designated as lowland peat soils. Speak to your NE adviser for more information on eligibility.

New Woodland Supplements

From the 2023 scheme year, applicants with Higher Tier Woodland Only or Mixed agreements, may be eligible for new Woodland Supplements.

Additionally, the WD2 (Woodland improvement) payment has been increased to a minimum of £1000 per year - please see [‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK for more information.

Woodland supplements are to support:

- WS1 - Deer control and management
- WS2 - Plantations on Ancient Woodland Sites restoration and maintenance
- WS3 - Squirrel control and management
- WS4 - Access for people

For information on the above supplements, please see Annex 5 of this manual.

More multi-year options are now available alongside WD2.

These options are:

- HS1 - Maintenance of weatherproof traditional farm buildings
- HS4 - Scrub control on historic and archaeological features
- HS6 - Maintenance of designed / engineered water bodies
- HS8 - Maintenance of weatherproof traditional farm buildings in remote areas
- BE6 – Veteran Tree Surgery

More Capital Items are now available alongside WD2: These items are:

- HE1 - Historic and archaeological feature protection
- HE3 - Removal of eyesore

WD2 has been changed to be a minimum of £1000 per year for new agreements only (applications from 2022).

Threshold	Payment
3-10 hectares (Ha)	£1000 per year
Over 10 Ha	£100 per Ha

Option changes

- WD9 (Livestock exclusion supplement) can now be used with UP1 (Enclosed rough grazing), UP2 (Management of rough grazing for birds) and UP3 (Management of moorland)
- PA2: Feasibility study – Can be used in preparation for peatland restoration projects and for creating/extending agreements on common land
- We have introduced two new options specific to lowland peatland related to arable (SW17) and permanent grassland (SW18) to raise water levels to prevent further degradation of peat
- SW12 (Making space for water) is now compatible with TE3 and TE4 (tree planting)
- CSF approval for water and air pollution management options has been extended to both high and medium priority areas
- SW8 (Management of intensive grassland adjacent to a water course) can now be used above the Severely Disadvantaged Area (SDA) line RP6 - (Installation of piped culverts) specification changed to allow alternatives to concrete for use in woodlands
- TE3 (Planting a tree) now allows planting of fruit trees on permanent pasture
- SP9 (threatened species supplement) now includes stone curlew and no longer requires prior approval when used with turtle doves
- TE4 (tree planting) allows use of tree spirals to be optional where other measures are in place
- FG1, FG2 (fencing) specification of preservative has changed and alternative fence posts material is now allowed

- ED1 – (Educational access) now allows children up to the age of 18
- SW4 (12-24m buffer strip) and SW7 (Arable conversion to grassland) can now be used with nitrogen sensitive habitats
- SW5 (Enhanced management of maize) - now allows cover crop to be sown under maize and can be used with part parcel options (SW1 and SW4)
- WD6 and WD12 (Creation of wood pasture) can now be used on arable or grassland with NE advisor approval
- CT3 (Management of coastal salt marsh) – now includes a stocking calendar to help manage areas of grazing pressure
- WD2 (Woodland improvement) is now compatible with historic options and veteran tree surgery (BE6)
- WD1 and WD2 (Woodland creation and improvement) now allows (under specific circumstances) livestock to control vegetation and encourage woodland condition.

A minimum payment of £1000 per year has been introduced for the Woodland Improvement (WD2) multiannual option: there will be minimum payment for each agreement between 3ha and 10ha of £1000 per year (an equivalent of 10ha). You won't need to do anything additional to secure the minimum payment – every WD2 that is less than 10ha will automatically receive an annual payment of £1000.

The aim of the WD2 increase is to support woodland owners to actively manage small woods, reaching woodlands that would not normally enter the scheme, allowing the expansion of woodlands in England being brought into active woodland management.

For more information on these options please use the [‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK.

When you have completed your capital works in your Higher Tier agreement, and you have submitted your final claim for these works, you can apply for a separate Capital Grant application. You do not have to wait for your Higher Tier agreement to end to apply for a separate Capital Grant application. [Capital grants manual](#)

Payment rate changes

Defra has recently reviewed CS revenue payment rates based on current costs.

This means that revenue payment rates have increased for many options but there are some options where the payment rates have decreased.

If you are applying for a CS agreement (including a CS mirror agreement) to start in 2023 and you have previously had a CS agreement, the revenue rates that you will have had in your agreement may have changed.

Read more information about the [CS payment rate changes](#) on GOV.UK.

Important information

Mirror agreements

A Countryside Stewardship mirror agreement is a new agreement under domestic regulations that will mirror an existing Countryside Stewardship agreement that is due to expire on 31 December 2022.

If your agreement started in 2018 and is due to expire on 31 December 2022, we may be able to offer you an opportunity to apply for a Countryside Stewardship mirror agreement under domestic regulations. These agreements will last for 5 years.

You can't use a mirror agreement offer to add, remove, or replace options in the current agreement, although some options (such as woodland options in mixed agreements) may be removed. If you want to add, remove or replace revenue options, you should submit a new Higher Tier application following the usual application process.

If you are not eligible to apply for a mirror agreement, we will let you know in time for you to apply for a new Countryside Stewardship agreement following the usual application process.

The payment rates that will apply to a mirror agreement are the same as set out in this manual, see Annex 2a.

You can read about [Countryside Stewardship: mirror agreements](#) on GOV.UK.

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 as a result, but the information needed is the same.

Scheme approach

Site visits

During Higher Tier site visits, we will assess how the environmental aims are delivered under the options you have in your agreement. We will also check that you have not carried out any prohibited activities. Where there is uncertainty about whether or not the environmental aims have been delivered, we will take into account any records or evidence you may have kept to demonstrate delivery of the environmental aims.

This will include any steps you've taken to follow the recommended management, which you can find by using 'Countryside Stewardship grants' (known as the 'grant finder') on GOV.UK. It is your responsibility to keep records demonstrating that you have followed the recommended management, if you want to rely on these to support your claim.

Recoveries

If there is a difference between the amount you have claimed and the amount you are due to receive, your claim will be reduced, once we have completed our checks. If we have already paid you, we will recover the difference. Additional penalties will not be applied, but reductions will still apply to late payment claims.

We do not apply penalties to domestic Countryside Stewardship agreements which started from 1 January 2021 onwards, but in certain circumstances we may withhold payments or apply reductions. This includes action that we may need to take following a site visit.

If we think there is an issue that can be resolved, we will offer advice and guidance.

In some cases, we may write to tell you what you need to do to improve, and we may also suspend your payments until you make the improvements. If appropriate, we may also offer you advice or guidance to help you meet the requirements of your agreement. Once you can demonstrate the improvements have been made, we will pay you. If you do not fulfil your obligations under the agreement we will reduce or withhold your payment or seek recovery. In some cases, we may terminate your agreement, and/or refuse support for other Defra grant schemes for up to 2 years for example, if we find intentional non-compliance or fraud.

We may not check all your agreement, especially where we find good practice and that you have met the environmental aims. However, we may investigate if we find that requirements are not being met.

More detailed guidance and communications with you

We want to help Agreement Holders meet their agreement and option requirements. To support this, we will provide regular and timely communications to farmers and land managers during the year, where the timing of activities is important, to help deliver the aims of options.

The Countryside Stewardship agreement

A Countryside Stewardship agreement comprises of:

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

Mandatory parts of the Higher Tier Manual

The [Annex 1 Terms and Conditions](#) refer to the mandatory elements of this manual that Agreement Holders must comply with.

The mandatory elements of the manual are:

- Section 3: Who can apply and what land is eligible
- Section 5: Scheme requirements and procedures
- Section 6: Agreement Management: including how to claim, reductions and amending your agreement
- Annex 6: Common land and shared grazing: additional requirements
- Annex 8: Livestock record-keeping requirements on arable and grassland

For applications involving Woodland improvement and infrastructure (FY2): multi-year option (WD2) and capital items, Annex 5 sets out the procedure to follow when applying.

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 unless from our main email addresses which are:
 - ruralpayments@defra.gov.uk
 - rpa@notifications.service.gov.uk
 - FETFEnquiries@rpa.gov.uk
 - FETFClaims@rpa.gov.uk
 - FTF@rpa.gov.uk
- be cautious about what information you share externally, particularly on social media.

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

- RPA's Fraud Referral Team on 0800 347 347 or FraudInConfidence@rpa.gov.uk
- Action Fraud (the UK's national reporting centre for fraud and cyber-crime) on 0300 123 20402 How Countryside Stewardship Higher Tier works.

2 How Countryside Stewardship Higher Tier works

Read about the main elements of the Countryside Stewardship Higher Tier scheme.

2.1 Introducing the Higher Tier

The Higher Tier:

- offers grant payments to support our most environmentally significant sites and woodlands
- allows you access to a greater range of Countryside Stewardship grants
- offers some flexibility to tailor requirements to suit your local environment

Grants are available as:

- management options – multi-year grants, most options last for 5 years, but some options can be 10 or 20 years long
- capital items – a range of grants for specific capital works or items – work must be completed within 2 years

The Higher Tier is competitive so your application will be scored and ranked.

If your initial application is successful, Natural England and/or the Forestry Commission will help you develop it into a complete final application by providing recommendations.

If your final application is successful, we will make an agreement offer to you. If you accept the agreement offer, your Countryside Stewardship Agreement will start on 1 January 2023.

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

2.2 The grants available in Higher Tier

There are grants available to support habitat creation, restoration, and on-going management. The grants available vary by habitat.

There are grants to support:

- species rich grasslands, wet grassland and water meadows
- heathland and moorland
- coastal sand dunes, vegetated shingle, saltmarsh, inter-tidal and saline habitats
- fens, reedbeds, ponds and ditches
- wood pastures and parklands, orchards, hedges and scrub
- woodland

The Higher Tier also gives you access to a wider range of grants to:

- protect vulnerable or threatened species
- manage hedgerows, dry-stone walls, stock fencing and gates
- improve local water quality and manage flood risk in your local area
- convert and manage land to organic certification standards
- protect and enhance historic, archaeological and geodiversity features
- support educational access
- improve air quality and reduce ammonia emissions.

2.2.1 Organic management and conversion options

You can apply for organic management and conversion options in combination with other grants.

We do not score the organic management and conversion options within your application. Read Section 5.4.3 for further information on applications that include organic options.

You should apply for the [Mid Tier](#) on GOV.UK if you want to choose only organic options.

2.2.2 Choose a Wild Pollinator and Farm Wildlife Package (WPFWP)

You may be able to improve your application's score by choosing WPFWP. The package groups management options together. This will help you to provide farmland wildlife with the essential resources they need to thrive and breed successfully.

If you meet the minimum criteria for the package, your score will automatically increase. You can find full details in Annex 4.

2.3 Eligibility

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

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

2.4 Scoring

The Higher Tier is competitive which means your application will be scored then ranked. Agreements will be offered to those with the highest scoring, eligible applications and will depend on the budget available.

- You can read how to improve your application score in section 4.7
- A guide to woodland scoring is included in Annex 5
- All other application scoring information is in Annex 3.

2.5 Making an application and important dates section

There are two stages in applying for the Higher Tier, an initial application stage and then the development of your final application.

When to apply

You can apply for Higher Tier from 8 February to 29 April 2022. We will not accept any applications we receive after this date.

Important dates for all Higher Tier applications:

Initial application stage	Deadline
Application period opens	8 February
Last date to contact us by email, phone or online to request an application pack	31 March
Invitations sent to applicants who have land previously included in an existing CS Woodland Creation Grant agreement or a combined Woodland Creation and Maintenance Agreement	25 April – 31 May
Last date to submit initial application	29 April
Customer notified of success or failure of initial application	by early June
Final application development	Deadline
Final application development with customer	June to August

Initial application stage	Deadline
All necessary consents, permissions and evidence must be arranged by this date. Woodland Management Plans, where needed for mixed applications, must be fully approved with any associated felling licence in place by this date	31 August
Deadline for RPA to receive any requested 'baseline' (BEHTA) evidence Deadline for RPA to receive any changes to the Higher Tier woodland only 2022 final application. Woodland Management Plans, where needed for woodland only applications, must be fully approved with any associated felling licence in place by this date	30 September
Woodland only applications final scoring	October
Agreement offer and declaration sent to customer to sign	by 31 December

2.6 Making an initial application

You will need to request an application pack. You must do this by 31 March. Sections 4.1 to 4.5 explain how to do this.

Once you have received your application pack, you will need to fill in your initial application. Sections 4.6 to 4.8 explain the initial application process.

In Section 4 you can also find tools and information that will help you to:

- understand which habitats and species are a priority in your local area
- review the best grants for your site and your local environment
- find out about the management commitments required by each grant
- improve your score
- understand whether you need consent or permission from Natural England, or other organisations
- identify what evidence you need to submit with your application.

Annexes 2a, 2b and 2c include a list of all grants with payment rates for each option.

Once we have received your initial application, we will score it and then rank it against other applications. The highest scoring applications will go to the next stage. We will tell you if your initial application has been successful.

2.7 Develop your final application

If your initial application is successful, you then need to develop it into a complete final application. Natural England and/or Forestry Commission will help you to do this by providing recommendations.

Sections 4.10 to 4.14 explain this process.

2.8 Agreements and agreement duration

If you accept your agreement offer, this will become your Countryside Stewardship Agreement. Agreements begin on 1 January 2023. To accept an agreement offer you must sign the declaration and return it to us by post using the contact details in Annex 9.

2.8.1 Agreement duration

- Most Higher Tier agreements last 5 years from the agreement start date.
- Higher Tier agreements may be longer if they contain long-lasting options or are on common land. You can find a full list of longer-lasting options in Section 4.7.9.
- You must complete the capital works within a Higher Tier agreement in the first 2 years of your agreement (read Section 6 for more information). Some capital items may have specific deadlines.

2.8.2 Changes to agreements

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

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

You may, in limited circumstances, make changes to your agreement but we must approve these in writing in advance. Read Section 6 for more information.

2.8.3 Natural England/Forestry Commission support

Once your agreement has started Natural England and/or the Forestry Commission will offer you after-care support. We will tell you if there are any changes in the support available.

2.9 Payments and Agreement claims

You will need to complete and submit a claim form to receive payments. You will need to do this each year of the agreement if you want to receive a payment for that year. Read Section 6 for information about which options or capital items you can claim for, and the deadlines for making payment claims.

3 Who can apply and what land is eligible

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

The Higher Tier of Countryside Stewardship is open to land managers who are one of the following:

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

3.1 Eligible land

3.1.1 What land can be entered into the scheme

To be eligible for Higher Tier, land must be one of the following:

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

- woodland defined as an area of land that:
 - is at least 0.5 hectares
 - has an average width of at least 20 metres
 - is under groups/lines of trees that are, or will reach, at least 5 metres in height and with a crown cover of more than 20% of the ground area.

Land that meets the definition of woodland given above, must also meet the following requirements:

- open space in the woodland should:
 - be no more than 20% of the total woodland area – this may be increased to 30% in exceptional, fully justified cases
 - be no more than 0.5 hectares for any individual space –larger open areas will only be considered as woodland in exceptional circumstances
 - include forest tracks, rides, wayleaves and other permanent open areas.

If you have declared the land for grazing on the Basic Payment Scheme (BPS), it is not eligible for Woodland Improvement (WD2) options.

There is no minimum area that you must enter into the scheme, although there are minimum areas for individual options and capital items. Check [Countryside Stewardship grants](#) on GOV.UK for the minimum area requirements for individual options and capital item grants before you apply for them.

If you want to apply for a Countryside Stewardship Higher Tier agreement on woodland, you must have a Forestry Commission approved, or approved 'in principle', Woodland Management Plan (WMP). If you do not have a WMP, you need to submit your draft WMP for approval by 31 December in the year before your Higher Tier initial application is submitted. Read Annex 5 for WMP information including deadlines.

3.1.2 Ineligible land

The following land is not eligible for the scheme:

- developed land and hard standing, including permanent caravan sites and areas used for permanent storage.

Eligible exceptions include:

- traditional farm buildings that are eligible for grants under Countryside Stewardship
- yards, tracks and farm buildings proposed for management through Countryside Stewardship capital items
- land parcels that have solar panels for generating electricity for use off-farm – read Section 3.1.9
- areas (1 hectare or more) of permanent standing or running water
- land already entered into another scheme, read Section 3.4
- land that is already subject to another obligation that is incompatible with Countryside Stewardship
- land parcels that are not entirely within England
- land where you do not have management control for the period of the agreement, and you are not able to have your application countersigned by the landowner – read Section 3.2.
- land within the HS2 safeguarding zone.

3.1.3 Applications from land managers operating multiple farm businesses

You can submit more than one application for a Higher Tier agreement in the same year. The applications must cover different land parcels as you cannot include an individual land parcel in more than one agreement at any time, unless the existing agreement is for 10 or 20 years, and the Options are compatible.

Each application will be scored separately on its own merit.

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

3.1.4 Application and Agreement Land

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

- any land parcel that will contain a paid management option or capital item at any time during the agreement period
- any eligible land parcel that is designated as Site of Special Scientific Interest (SSSI) land or land within a Scheduled Monument (SM) whether or not there are paid management options or capital items associated with that land.

These land parcels will become the Agreement Land and must meet the requirements set out in Section 5.2.

If you have land previously included in an existing CS Woodland Creation Grant agreement or a combined Woodland Creation and Maintenance Agreement, you will continue to be invited to apply for the multi-annual element of woodland creation – WD1. When you have submitted your last woodland creation claim to us by the end of April, you will be invited to submit your application for the Woodland Creation Maintenance agreement. If successful, the agreement will start the following January and last 10 years.

3.1.5 Sites of Special Scientific Interest (SSSI) and Scheduled Monuments (SMs)

All land that is eligible for Countryside Stewardship and contains a designated SSSI or SM must be included in your application. This SSSI or SM land must be appropriately managed and any paid management options or capital items must not cause damage.

If your land contains a SSSI, you can apply for Countryside Stewardship through the Higher Tier or Mid Tier (but not for one of the Wildlife Offer agreements).

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

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

If your land contains an SM but not a SSSI, you can apply through the Higher Tier or Mid Tier including the Wildlife Offers.

Your local Natural England adviser can advise on:

- SSSI management
- whether to make a Mid Tier, Wildlife Offer or Higher Tier application
- what to do if there are no suitable grants available.

For more information read '[Sites of specific interest: managing your land](#)' on GOV.UK.

[Historic England](#) can provide free advice on SM Management.

When you apply for Countryside Stewardship Higher Tier:

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

Your application will be rejected if it:

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

All SSSI and SM management needs formal consent from Natural England or Historic England as appropriate. You must apply to your local Natural England or Historic England adviser for this consent. (Read Section 4.11.1).

Your Natural England adviser will talk to you about your SSSI, they will consider land parcels in the application that have:

- any live SSSI consents
- Site Management Statements
- Section 15 (of the Countryside Act 1968) management agreements
- other agreements with Natural England or its founding organisations.

If any of these are no longer appropriate or relevant, the adviser will ask you to consider a voluntary surrender of the consent as part of the agreement offer.

Applications for woodland Higher Tier agreements will make sure of SSSI and SM management within the woodland. Their management must be considered through the UK Forestry Standard Woodland Management Plan which is a pre-requisite for a Higher Tier application. Read [Create a Woodland Management Plan](#) on GOV.UK.

3.1.6 European sites

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

If you are planning activity on, or next to, a European site before any agreement offer can be made, Natural England or the Forestry Commission must complete a Habitats Regulation Assessment.

An application will be rejected if the assessment finds the proposed activity would have an adverse impact on the European site.

Applications that include conservation of special features on European Sites will usually be accepted. However, some multi-year options or capital items may be assessed in more detail.

3.1.7 Protected species

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

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

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

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

3.1.8 Organic Land

If you have land that is registered as organic or in conversion to organic status, it is eligible for Countryside Stewardship, provided other eligibility criteria are met. The scheme provides funding for Organic Management and Conversion. Read Section 5.4.3 for details.

3.1.9 Land parcels with solar panels

Land parcels that contain solar panels for generating electricity for use off-farm are not eligible for Countryside Stewardship.

You cannot erect panels on Agreement Land where there are management options. If the panels are concentrated at one end of a field, the rest of the land can be eligible if the 2 areas are registered as individual land parcels and separated by a permanent boundary. For further information read the [RLE1 guidance](#) on GOV.UK.

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

3.1.10 Integrated pest management

Many of the CS options can contribute to an Integrated Pest Management approach, enabling you to benefit wildlife by reducing the use of chemicals and pesticides whilst still achieving your yields. The options that do this are listed at annex 8d and would greatly enhance the wildlife and biodiversity on your holding.

3.2 Management control: eligibility and scheme rules

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

If you do not have full control of the land and all such activities, you must get the written consent of all other parties who have management control of the land and activities for the entire period of the agreement. Read below for more details on how to do this. (You should also read Section 3.3.2 about 'dual use').

3.2.1 Tenants

If you are including land in a Countryside Stewardship application that you occupy under a tenancy, including under the Agricultural Holdings Act 1986, Agricultural Tenancies Act 1995 (a Farm Business Tenancy) or equivalent, you must have:

- management control of this land for the duration of any commitments, which may extend beyond the agreement period
- control of all the activities needed to meet the scheme requirements for the chosen Countryside Stewardship multi-year options and capital items
- security of tenure for the full period of the Countryside Stewardship agreement – if you will have security of tenure for less than 5 years starting from 1 January 2023, you must get the countersignature of your landlord as part of your application (use the [Land Ownership and Control Form](#) on GOV.UK). If that is not possible, that part

of your land is not eligible to be included in your Countryside Stewardship application.

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

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

3.2.2 Landlords

If you are a landlord and can show that you have management control over the land, which has been let to a tenant, and the activities, you can include that land in a Countryside Stewardship application.

As the Agreement Holder, you must give your tenant a copy of the Countryside Stewardship agreement. You may need to provide written 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. If your tenant will be using the same land to claim for the Basic Payment Scheme, read Section 3.3.2 about 'dual use.'

3.2.3 Partnerships

If you are in a business partnership, you can apply for Countryside Stewardship. The person submitting the application must have the appropriate permission levels in the [Rural Payments service](#). Read section 4.3 for more information.

3.2.4 Licensors

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

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

3.2.5 Licensees

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

However, if in practice, your agreement with the land owner 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 EU and Exchequer funds
- grant from another public body
- any other form of legal aid from any 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 that otherwise 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	Comments
Government departments, executive agencies and NDPBs (for example, Ministry of Defence, Forestry Commission)	Ineligible	Not applicable
Other public bodies (for example, local authorities, National Park authorities and public corporations)	Eligible	Provided the work does not form part of their obligations as a public body.

Body/Organisation	Eligibility	Comments
Parish Councils and former college farms	Eligible	Not applicable
Tenants of eligible public bodies	Eligible	Ineligible where the work is already a requirement of the tenancy agreement. The public body must countersign the application if the tenant does not have security of tenure for the full term of the agreement.
Tenants of ineligible public bodies	Eligible	Ineligible where the work is already a requirement of the tenancy agreement. Tenants must have security of tenure for the full term of the agreement, as the public body cannot countersign the application.

3.2.7 Common land and shared grazing

Common land and shared grazing is only eligible for the Higher Tier of Countryside Stewardship. Commoners/graziers 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/graziers.

Before applying, you must read Annex 6 which contains the important additional requirements relevant to a Higher Tier application that includes common land and shared grazing.

3.2.8 Business Viability Test

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

Applications involving capital expenditure over certain limits will require additional evidence and undergo additional checks. Read Section 4.12.2 for more information.

3.3 Relationship with the Basic Payment Scheme (BPS)

If you are using land to claim BPS, you may also enter that same land into a Countryside Stewardship Higher Tier agreement.

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

You must read the latest BPS rules on GOV.UK.

It is your responsibility to make sure you have correctly declared BPS land use codes appropriate for the CS options you're applying for. Options will be removed from your application if they are not compatible with the declared land use/cover.

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

It is the BPS land use declared in the year you apply that we will check for your Countryside Stewardship Higher Tier application, even though the Countryside Stewardship agreement start date is 1 January 2023.

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

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

- land used to grow grasses or other herbaceous forage naturally or through cultivation, and that has not been included in the crop rotation for five years or more, should be declared as permanent grassland and is not eligible for arable options. If the land converts from temporary grassland to permanent grassland during your agreement, the arable option will become ineligible. The exceptions to this are where arable options are intended to create or revert land to permanent grassland.

You can find information on the compatible land use classes for each option using [‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK.

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

The soil and water options can only be used to provide a level of protection over and above that required by cross-compliance. For more information about the BPS rules or for guidance on declaring land that is in both Countryside Stewardship and BPS read the relevant [BPS rules](#) on GOV.UK or contact us on 03000 200 301.

Find the Rural Payments service land use codes on [BPS 2022](#) on GOV.UK.

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

3.3.1 Applying for Countryside Stewardship where someone else is claiming BPS on the same land (‘dual use’)

In certain circumstances, it is possible for a land parcel to be used by one applicant’s 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 need 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 (this will be 16 May in 2022) that is signed and dated by both parties. This written record could be a tenancy agreement, a letter, or both, which shows:

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

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

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

3.3.2 Lump Sum Exit Scheme

We plan to offer optional lump sum payments in 2022 for farmers who are BPS claimants and who wish to leave the industry. The lump sum will be in place of any further Direct Payments to the recipient during the remainder of the agricultural transition.

If you are considering applying for any Countryside Stewardship agreements to start in 2023 and wish to apply for the Lump Sum Exit Scheme, you may need to amend or withdraw your application, as it may no longer be valid.

Detailed rules on the Lump Sum Exit Scheme will be announced in due course and will be available on GOV.UK.

3.4 Land receiving other funding

You cannot use a grant for capital works which you are required to carry out under other legally binding obligations, including private contractual 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 cannot use Countryside Stewardship to pay for any environmental management that is already required:

- by statutory duty, as detailed in Section 3.2.6
- through payment from Exchequer funds
- through grant aid from any other public body under any other grant scheme or obligation
- through any other form of legally binding obligation, including private contractual obligations, including private contractual obligations for which you are receiving or have received funding from other sources.

3.4.1 Environmental Stewardship

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

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

If your Environmental Stewardship agreement comes to an end in 2022, you can apply during 2022 for a Countryside Stewardship agreement to start on 1 January 2023.

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

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

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

It is not usually possible to transfer early or convert from Environmental Stewardship (or Higher Level Stewardship) to Higher Tier Countryside Stewardship.

You can only do this in exceptional circumstances and specific situations:

- It must prevent:
 - serious environmental deterioration; or
 - long-term loss of a management policy that gives the best environmental benefits possible for that land.
- For land in a Higher Level Stewardship (HLS) agreement where the agreement has been extended, read [How will woodland be affected by HLS Extension?](#) on GOV.UK.

3.4.2 Countryside Stewardship Scheme Compatibilities

If you already have a 10 year Higher Tier Countryside Stewardship agreement covering some of your land parcels, you can now apply for another Higher Tier Countryside Stewardship agreement on the same land parcel, provided there is no conflict in the requirements for each agreement and there is no duplication of the management required under different options.

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

For both Countryside Stewardship Mid Tier, Higher Tier and Capital Grants, you can apply for the eligible land parcels you manage under each SBI. An SBI can have an agreement under CS Mid Tier or Higher Tier and CS Capital Grants at the same time, as they are separate offers. You cannot apply for capital items on land parcels in an existing Capital Grants agreement until the capital works are completed and you have submitted your final claim.

- You can have a Mid Tier Wildlife Offer and a separate Countryside Stewardship Capital Grant agreement on the same land parcel
- If you have written endorsement from a Forestry Commission Woodland Officer or Natural England Adviser, you may apply for a:
 - Countryside Stewardship Implementation Plan (PA1)
 - Feasibility Study (PA2)
 - Woodland Management Plan (PA3) or Woodland Tree Health grant agreement on the same land parcels as an existing Higher Tier agreement
 - Higher Tier capital only agreement on parcels with woodland multi-year options in place
 - Higher Tier woodland agreement (WD2) on parcels already in an agreement with woodland capital items
 - Countryside Stewardship Protection and Infrastructure grant on parcels already in a Higher Tier woodland multi-year option.

3.4.3 Conservation Enhancement Scheme, Wildlife Enhancement Scheme or Section 15 Management agreements

If you have land that is classed as a SSSI, you may be receiving payments under Natural England's Conservation Enhancement Scheme (CES), Wildlife Enhancement Scheme (WES) or a Section 15 (S15) management agreement.

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

3.4.4 English Woodland Grant Scheme (EWGS) and England Woodland Creation Offer (EWCO)

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

You cannot apply for Countryside Stewardship options on land parcels covered by a multi-annual English Woodland Grant Scheme (EWGS) agreement, Farm Woodland Payment (FWP), England Woodland Creation Offer (EWCO), Farm Woodland Premium Scheme (FWPS) or Farm Woodland Scheme (FWS) while you are still receiving annual payments for them. The only exception to this is where a Countryside Protection and Infrastructure Grant is applied for, to support EWCO.

3.4.5 Heritage Lottery Funding (HLF)

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

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

3.4.6 Scheduled Monuments (SMs)

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

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

3.4.7 Fruit & Vegetables Producer Organisation Aid Scheme

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

3.4.8 Inheritance Tax or Capital Gains exemptions

If you have a business (with an SBI) that is subject to an Inheritance Tax exemption agreement with HM Revenue & Customs (HMRC), it may be eligible for the Higher Tier.

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

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

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

3.4.9 National Park Authority and Areas of Outstanding Natural Beauty (AONBs) grant schemes

National Park Authority or Areas of Outstanding Natural Beauty (AONBs) grant schemes can include both annual payments for land management and capital works. Generally, you cannot combine Countryside Stewardship with other sources of funding for the same annual land management or capital works in the same location.

However, National Park Authority and AONB grant schemes such as the Farming in Protected Landscapes programme are designed to fund management not covered by Countryside Stewardship or other schemes, or for measures over and above the requirements of other schemes. Please contact your National Park Authority or AONB for details.

3.4.10 Capital Grants under Countryside Productivity, Growth Programme, LEADER, Water Environment Grant, Woodland Carbon Fund, HS2 Woodland Fund, Farming Recovery Fund, Nature for Climate Fund, Farming Investment Fund and other capital grants

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

Equipment funded from these schemes can be used to undertake the work specified within the Countryside Stewardship scheme.

3.4.11 Land that is under another obligation such as planning permission or Section 106 requirements

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

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

3.5 Agricultural activity in woodland areas

You must not use any woodland in an agreement for any agricultural activity during the period of that agreement, unless your Woodland Officer has granted you permission. This will be in exceptional circumstances only. Read Section 3.1.1 for the definition of woodland.

4 How to apply for Higher Tier

This section gives you the information you need to apply for Countryside Stewardship Higher Tier.

There are 3 types of application in Higher Tier. Before starting the application process, you must decide which type of Higher Tier agreement to apply for.

1. 2022 Woodland only – for applications in woodland only parcels with multi-annual options and/or supporting capital items. If you have scheduled monuments within your woodland parcels, this would still be classed as a woodland only application.
2. Agri-environment only – for applications on farmland and habitats not including woodland creation or improvement. You can choose to apply for both management options and capital items.
3. Mixed – applications that include both woodland and agri-environment options and capital items, which include SSSIs within either woodland or agricultural land and Scheduled Monument (SM) only, on the agricultural land.

From 2022, WD1 applications will be invited once the capital works in an existing woodland creation capital agreement have been completed and claimed for. For more information read Annex 5, section (h).

4.1 Higher Tier initial application: step by step guide

The initial application is the first stage of the application process. You identify the high priority Countryside Stewardship management opportunities on your holding and tell us which ones you will focus on. The detail needed in your initial application depends on the type of Higher Tier agreement you apply for.

Step 1 – Before you apply:

- read the guidance in Section 4.2 for details on how to find general support and guidance
- Discuss potential HT applications containing agri-environment options with your local Natural England adviser before applying. The NE adviser will discuss the proposed application and what are the best next steps. Contact NE by email: enquiries@naturalengland.org.uk telephone: 0300 060 3900 (See general support section 4.2).
- consider which land to include. You should include the most significant environmental features and/or issues on your holding. You must include any SSSIs or SMs, where eligible. This will help you decide which type of Higher Tier application is suitable for your land: woodland only, agri-environment only, or mixed (containing both)
- applications for the Higher Tier woodland creation maintenance option (WD1) that follow a Countryside Stewardship Woodland Creation Grant capital agreement, only relate to the area of new woodland. For this reason, these applications do not need to include any SSSI land and SMs on the holding. Applications for option WD1 are by invitation only
- if your application includes woodland, you must have a Woodland Management Plan (WMP) approved, or approved in principle, by the Forestry Commission. You must have this by the initial application deadline (29 April). You need to submit your draft WMP for approval by 31 December in the year before you submit your Higher Tier initial application so that you get the approval in time. You must make sure that any relevant tree felling consents are also in place for your WMP to be approved. If your application is for WD1 only you do not need a WMP
- register in the Rural Payments service if you have not already done so. Read Section 4.3
- make sure that all land parcels you want to include in your application are registered in the Rural Payments service and linked to your SBI. Read Section 4.3.1
- if you prefer to use an agent, you will need to authorise them to act for you. Read Section 4.4
- if you're in a Countryside Stewardship Facilitation Fund Group, you can contact your facilitator for advice. Read Section 4.7.1.

Step 2 – Request a Higher Tier application pack

- Request your Higher Tier application pack online in the Rural Payments service – read Section 4.5 for details.
- If you are unable to request your application online, call us on 03000 200 301 you will need your SBI.
- You can request your application pack from 8 February but your request must be received by 31 March.
- If you have Scheduled Monuments or other historic features on your land, you will need a Historic Environment Farm Environmental Record (HEFER) that is less than 3 years old and covers all the land parcels in your application– If your initial application is successful we will request one for you. This will take 20 working days from the date we request it – read Section 4.10.1.

Step 3 – When you receive the application pack:

- make sure you have received all the documents listed in the application pack covering letter
- check all details are correct for each land parcel, on Annex 1 and/or Annex 2 and your maps
- check that all land parcels you want included in your agreement are in your application pack. For land parcels to be included they must be registered in the Rural Payments service. If you need new land parcel numbers, fill in an RLE1 form and send it to us with sketch maps. Read Section 4.3.1
- if applicable, download copies of the Countryside Stewardship Land Ownership and Control form(s) and/or Countryside Stewardship common land and shared grazing supplementary application form from [Countryside Stewardship forms](#) on GOV.UK

Step 4 – Complete the Farm Environment Record (FER) map (not applicable to Woodland-only applications)

- Read Section 4.6 and read the guidance received with your application pack. Use this information to help you complete your FER for all agri-environment land that you include in your application.
- Use the information in your completed FER to help you decide which Countryside Stewardship priorities to include in your application. Read Section 4.7.
- This forms part of your initial application.

Step 5 – Start to fill in your initial application:

- follow the guidance received with the application pack to fill in your Higher Tier initial application
- what you need to decide at this stage depends on what type of Higher Tier agreement you are applying for
- read Section 4.7 for advice on choosing what to include in your initial application.

Step 6 – Submit the initial application form to RPA

- You must make sure that the declaration is signed – if you send your initial application form by email, you do not need to sign it but you must make sure that you have the correct permission levels in the Rural Payments service to do this.
- Attach any required supporting documents. The initial application form guidance will help you decide what is needed, for example, this could include a Land Ownership and Control form(s) and/or common land and shared grazing supplementary application form.
- You may have identified evidence that is needed but we have not asked you to send it with your initial application. You must keep this evidence as we may ask to see it.
- If you already have a valid Historic Environment Farm Environment Record (HEFER), include it with your initial application. Read Section 4.10.1.

- You can email your initial application to us at the email address shown below. If you are unable to email your initial application then you can post it to us using the contact details in Annex 9.
- To email your initial application to us:
 - make sure that you have the correct permission levels in the Rural Payments service
 - make sure that the email address you use to send the initial application is registered for the business in the Rural Payments service
 - reply to the email we sent you when you requested your application form. Attach your completed initial application to your reply email – you no longer have to print and sign your initial application. By replying to our email rather than sending a new email, your initial application will be automatically forwarded to the correct team rather than waiting in a queue to be sorted manually
 - if you cannot reply to the original email, then put 'Initial Application – CS – Higher Tier' in the subject heading of your email to us and note your SBI and Initial Application ID number in your email
 - send your email to ruralpayments@defra.gov.uk.
- If you are unable to email your initial application and need to return a paper application, you must sign your application form and send it with any supporting documents using the contact details in Annex 9. You must submit the original form that was sent to you as we cannot accept a copy.
- You must put your SBI and Application ID number on everything you send to us.
- We recommend that you get proof of postage for any documents you send to us by post. You should keep a copy of your completed application form and your FER and Options maps.
- We must receive your initial application form by 29 April.

4.2 General support and guidance

You can read all [Countryside Stewardship guidance](#) on GOV.UK. For general Higher Tier enquiries, contact us by:

email: ruralpayments@defra.gov.uk telephone: 03000 200 301 post: Rural Payments Agency (CS), PO Box 324, Worksop, S95 1DF

You can get technical advice on Higher Tier applications from a local Natural England adviser. They can advise whether a Higher Tier or Mid Tier application may be more appropriate.

They can give advice for agri-environment applications or the agri-environment part of mixed applications. They cannot advise on the woodland part of mixed applications or woodland only applications.

If your initial application is successful and includes agri-environment land, they will support you in the further development of your application.

You can contact Natural England by:

email: enquiries@naturalengland.org.uk telephone: 0300 060 3900

You can get technical advice on the woodland part of Higher Tier applications from the Forestry Commission. They can give advice for woodland only applications or the woodland part of mixed applications. If your initial application is successful and includes woodland, they will support you in the further development of your application.

You can find [contact details for the Forestry Commission](#) on GOV.UK

You may be able to get advice from Catchment Sensitive Farming (CSF) on addressing water quality issues in your application. Read Section 4.7.7. If you have land in a National Park, you can contact the National Park Authority as they may be able to help you make your application more competitive.

4.3 Register with Rural Payments

You must register in [the Rural Payments service](#) on GOV.UK before you can request a Countryside Stewardship application pack or apply online, if you have not already done so. When you register you will receive a Customer Registration Number (CRN) and an SBI. Agents applying for you must also register in the Rural Payments service. Read Section 4.4.

4.3.1 Registering land parcels

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

For example:

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

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

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

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

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

To request changes to your land information, you must fill in an [RLE1 form](#) and send it to us by email or post. You must send your completed form straight away. This will prevent significant delays in sending an agreement offer or your application being rejected.

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

Find the Rural Payments service land use codes on [BPS 2022](#) on GOV.UK.

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

4.5 Request an application pack

You can request an application pack online.

- Sign in to the [Rural Payments service](#).
- Check that your personal details include the email address you are currently using; we'll send the application pack to your email address.
- If necessary, select the SBI you want an application pack for.
- From the Business Overview screen for the SBI, select 'Countryside Stewardship' and then 'Applications'.
- Select the appropriate button to request your Higher Tier application pack (your pack may be created overnight in periods of high demand).
- You can download your application pack as soon as it has been successfully created. It will also be sent automatically to the email address included in your personal details in the Rural Payments service. • If your land parcel details change and you need to refresh the details in your pack or you wish to download your application pack directly you can do this by opening the pack and selecting 'generate' or 'download'.

You must request your application pack online by 31 March.

There will be some cases where you will not be able to request an application pack online. This could be because you want to include options on common land or because you do not have internet access. In these cases you need to call us on 03000 200 301, provide the SBI and request a Higher Tier application pack before 31 March. You should receive your application pack within 5 working days of your request.

4.6 Complete a Farm Environment Record (FER)

You must complete an FER map for all Higher Tier agri-environment only and mixed applications to map the location of the environmental features of interest on your holding. This will help to indicate what management may be suitable.

You need to print 2 copies of your Options/FER map. This is so that you can show your options choices on one copy, and show the environmental features on your holding on the other copy. After you've done this, scan them into your computer.

You must submit your completed FER as part of your initial application. An FER is not required for woodland only applications.

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

- any land parcels on which you intend to apply for Countryside Stewardship grants
- any SSSI land or SMs on your holding, even if you do not intend to apply for Countryside Stewardship grants on them
- any land parcels that are at moderate or high risk of run-off and/or soil erosion.

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

Read the guidance in your application pack about how to complete the FER. If you have any land parcels at risk of run-off and/or soil erosion use the [Runoff and soil erosion risk assessment form](#) on GOV.UK.

4.7 How to choose grants (options and capital items)

You should consider the types of grants to include in your application at an early stage. This will give you time to request any advice, approvals, consents or permissions. Read Section 4.11.

You can choose from a wide range of grants in the Higher Tier scheme. What you need to include in your initial application depends on whether you include agri-environment and/or woodland support. You should use the guidance in your application pack to help you identify what to include and how to fill in your initial application.

You need to consider the following points to help you decide what to include in your initial application:

- how to increase your application's score (Section 4.7.1)
- choosing options that address environmental priorities in your local area (Section 4.7.2)
- understanding the option and capital item management requirements (Section 4.7.3)
- addressing any priorities relating to water quality (Section 4.7.7), priority habitat (Section 4.7.5), priority species (Section 4.7.6) and to organic land (Section 4.7.8) any advice received from CSF (Section 4.7.7) or Countryside Stewardship Funded Facilitator
- any advice received from Natural England about SSSI land (Section 4.7.1)
- addressing any issues or management opportunities identified in your FER (Section 4.6), HEFER (Section 4.10.1) and/or Baseline Evaluation of Higher Tier Agreements Survey (BEHTA) (Section 4.10.2)
- your approved woodland management plan, if you have one.

Make sure the grants you choose are suitable for your land and that you will be able to meet the management requirements for the length of the agreement. Once the agreement has started, changes can only be made in very limited circumstances, with written permission from RPA. Read Section 6.

4.7.1 The effect on your initial application's score

Agri-environment and Mixed Applications

Your choice of grants affects your initial application's score. Priority features which can increase your score include:

- priority habitats
- water quality issues
- historic environment features
- meeting the requirements of the Wild Pollinator and Farm Wildlife Package (WPFWP)
- Section 41 species requiring bespoke management
- species in the Woodland Bird assemblage
- species in the Breeding Wader assemblage.

We will only give a score for these features if they need management that is only available in Higher Tier. You can include features suited to Mid Tier management in your Higher Tier initial application, but they will not contribute to your score. The score received for a feature depends on:

- the type of feature
- the priority level, as described in the Statements of Priorities
- the area of it offered for management, or in the case of Historic Features the number of land parcels it is on.

We will give additional scores for initial applications that:

- include SSSIs – this higher score depends on the area of the SSSI
- include genetic conservation (native breeds at risk)
- include educational access
- meet the requirements of the WPFWP
- are part of a Countryside Stewardship Facilitation Fund Group.

If your initial application is successful you will need to develop your final application. Your final application needs to match the priorities you identified in your initial application. If it does not, it will be scored but may not be successful.

Read Annex 3 for more details.

Woodland Only and Mixed Applications

The score for the woodland in your Higher Tier application, including the woodland in a mixed application, is based on the content of your application. You must provide a score for the woodland elements of your initial application. The Forestry Commission will confirm the woodland element score for the final application.

Read Annex 5 for more details.

Any area to be scored must fit into one of four Countryside Stewardship objectives.

- Priority habitats
- Priority species
- Plantations on Ancient Woodland Sites (PAWS) restoration
- Continuous Cover Forestry (CCF) for Water

All the land included in your application must be eligible under at least one of these objectives.

You must take into account your whole initial application and calculate a total score for each objective. Where more than one objective could apply, you must choose which one to use for scoring. You can only use one objective for an area in your application. You can base your choice of which objective you select on the objective's relative scores.

Supplementary points will be awarded later if your land is covered by more than one objective.

We will increase the score for applications where:

- the area is made up of blocks within or touching a Woodland Bird Assemblage area
- all or part of the application is located within a woodland SSSI
- all or part of the application falls within multiple priority objectives.

4.7.2 Identify local priorities

You should choose grants that focus on the environmental priorities in your local area. You can use Countryside Stewardship [Statements of Priorities and Priority Maps](#) on GOV.UK to identify the priority features and issues targeted in your area. This will help you choose which grants to include in your application.

4.7.3 Find grant details

You can find more information about the grants available in Higher Tier in:

- Annexes 2a, 2b and 2c of this manual - these list all of the grants available in Higher Tier, including payment rates
- Annex 5 of this manual - this includes details of the Woodland Support grants available.

Countryside Stewardship grants

[‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK. lists all the grants available. You can filter the list of grants by type, land use, tier, funding, options, supplements and capital items or search for key

You will see a full description about each grant including value, eligibility requirements and any specific requirements you must follow. This includes details of the evidence and records you should keep for your options.

4.7.4 The Wild Pollinator and Farm Wildlife Package (WPFWP)

Applying for the WPFWP will help you provide a good combination of resources for wildlife on your holding. To include the WPFWP you need to choose management options that meet the requirements of the package. In Higher Tier, these must be at least 5% of the arable, temporary grass or permanent grass area in your application. Packages are available for arable farms, pastoral farms and mixed farms.

The package is suited to holdings where an expiring Higher Level Stewardship agreement has delivered good outcomes for farmland biodiversity, such as by using the Higher Level Stewardship Farmland Bird Package.

Read Annex 4 for more information.

4.7.5 Actions for Priority Habitat

One of the main priorities for Countryside Stewardship is to protect and improve biodiversity. The scheme offers grants to maintain, restore and create priority wildlife habitats on farmed and forested land.

You can find which Countryside Stewardship priority habitats there are in your local area by using the information in Section 4.7.2

You may be able to create new habitat on land currently under arable, intensive grassland or forestry use. Applications for this are most likely to be successful where the new habitat will:

- extend or link existing habitat to connect separate parcels of land and reduce the number of isolated parcels
- improve the condition of river, lake and wetland features affected by diffuse water pollution and/or help reduce flood risk.

4.7.6 Actions for Priority Species

In England, Countryside Stewardship is the main way of supporting changes in land management that are necessary to meet many of our national and international commitments to species conservation. In particular, under:

- the Conservation of Habitat and Species Regulations 2017

- the Government's Biodiversity 2020 commitment to priority species
- the Government's National Pollinator Strategy.

Conservation of most of England's priority species need land management partly or wholly delivered by Countryside Stewardship (and previous schemes).

Meeting these management requirements typically involves:

- setting requirements for options that is specific to the individual case
- using the WPFWP to provide the right combination of options (read Section 4.7.4 and Annex 4)
- using the threatened species supplement.

You can find out which Countryside Stewardship species and habitat priorities there are in your local area using the information in Section 4.7.2.

4.7.7 Addressing water and air quality issues, including run-off and soil erosion risk

Some management options and capital items can be used to help improve the quality of water and air on your farm, and in your local area.

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

You should also use the information in Section 4.7.2 and Annex 7 to identify any areas of your holding in high or medium Countryside Stewardship water quality priority areas.

You may be able to get advice from Catchment Sensitive Farming (CSF) or apply for grants that are only available with its approval. You must contact CSF at least 10 weeks before you intend to submit your initial application. There is no guarantee that your request will be considered.

The approval to include certain options and capital items in your application does not guarantee that the option/capital item will be in any Agreement offer and it does not guarantee an Agreement offer.

4.7.8 Organic conversion and management

Higher Tier provides 16 options that are only available to organic farmers and land managers. These include options for conversion to organic status (OR1 – OR5) and to continue to manage existing organic land (OT1 – OT6 and OP1 - 5).

Other scheme options and items must be included in the agreement but only if they are compatible with organic status. You should apply for the Mid Tier if you want to choose only organic options.

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

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

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

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

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

You must keep all evidence of organic certification and schedules as we may ask to see them.

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

4.7.9 Agreement duration

Some Higher Tier agreements last for more than 5 years. This is the case:

- Where any of the options in the table below are used. This is because these options involve complex changes with long-term impacts on environmental conditions and land use. Only these options remain under agreement for 10 or 20 years. Any other options in the agreement last for 5 years, after which they drop out of the agreement.
- On all commons and shared grazing land. Agreements on this land last for 10 years. These agreements can only include land parcels that are common or shared grazing land. Read Annex 6 for more details and definitions.

Option	Option Duration (years)
Creation of coastal sand dunes and vegetated shingle (CT2)	10
Creation of inter-tidal and saline habitat on arable land (CT4)	20
Creation of inter-tidal and saline habitat by non-intervention (CT5)	20
Creation of inter-tidal and saline habitat on intensive grassland (CT7)	20
Creation of wet grassland for breeding waders (GS11)	10
Creation of wet grassland for wintering waders and wildfowl (GS12)	10
Raised water level supplement (SP2)	10
Making space for water (SW12) 20 Year	20
Management of moorland (UP3)	10
Creation of reed bed (WT7)	10
Creation of fen (WT9)	10
Creation of traditional orchards (BE5)	10

Option	Option Duration (years)
Restoration towards species-rich grassland (GS7)	10
Creation of species-rich grassland (GS8)	10
Creation of grassland for target features (GS14)	10
Restoration of forestry and woodland to lowland heathland (LH2)	10
Creation of heathland from arable or improved grassland (LH3)	10
Woodland creation - maintenance payments (WD1)	10
Restoration of wood pasture and parkland (WD5)	10
Creation of wood pasture (WD6)	10

4.8 Submit the initial application

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

You must request your application pack by 31 March. You then need to complete and submit your initial application by 29 April. Read Section 2.

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

4.9 After your initial application: step by step guide

Step 1 – Initial application checks and scoring

- We will acknowledge receipt of the initial application.
 - We will check each initial application for eligibility.
 - Natural England and the Forestry Commission score and rank applications as described in Annex 3, except applications for organic conversion and management options. Countryside Stewardship is competitive and not all applications are successful.
 - We will tell you if your application has been successful or not.
 - If your application is rejected, we will give you the reason. Read Section 4.14.

Step 2 – Final application development: read Section 4.10

- If your initial application is successful, you need to develop it into a final application by 31 August.
- Natural England and/or Forestry Commission will support you to do this by providing recommendations.
- If your initial application is successful but you have not yet submitted a HEFER, we will request one for you at this point. Read Section 4.10.1.

Step 3 – Get all applicable consents, permissions and evidence

- You must arrange all necessary consents, permissions and evidence that you need for your application by 31 August. You must keep this evidence as we may ask to see it. Read Sections 4.11 and 4.12 for more information.
- You must submit any requested 'baseline' (BEHTA) evidence by 30 September. Read Section 4.10.2 for more information.
- You need to allow plenty of time to arrange these.

Step 4 – Conclusion of Negotiations: read Section 4.13

- We no longer send Conclusion of Negotiations letters or Negotiated Schedules. Natural England and/or the Forestry Commission work with you to develop your final application. When negotiations are completed between Natural England and/or Forestry Commission and you, Natural England and Forestry Commission will send the agreed final application directly to RPA.

Step 5 – Agreements are offered

- When we offer you an agreement, we will send you a declaration to sign. If you want to accept the agreement, sign and return the declaration by post within 20 working days.
- If there is SSSI land in your agreement offer, you must send a copy of the offer, along with a Notice form, to Natural England to request SSSI consent. You can download the [Notice of proposal to cause, carry out or permit an operation requiring Natural England's consent on a site of special scientific interest \(SSSI\) form](#) from GOV.UK. We will withdraw the agreement offer if you do not secure consent from Natural England.
- You can email the copy of the offer and the completed Notice form to Natural England at: ProtectedSites@naturalengland.org.uk. If you are unable to email them then you can post them to:

Natural England
County Hall
Spetchley Road
Worcester
WR5 2NP.

Step 6 – Agreement starts

- If you accept the agreement in time, we will send you a letter to confirm that your agreement will start on 1 January 2023.

4.10 Final application development

If your initial application is successful, you need to develop it into a final application by 31 August. Natural England and/or Forestry Commission will support you to develop your final application.

Depending on your application this support could involve:

- applying the recommendations of the HEFER consultation response. Read Section 4.10.1. You may need to consult with Historic Environment organisations
- Natural England recording the current condition and extent of agri-environment features. Read Section 4.10.2
- Forestry Commission assessing the proposals on the ground to make sure they meet with scheme rules and the UK Forestry Standard finalising the selection of grants, to produce the agreed environmental outcomes. This may be in negotiation with Natural England, Forestry Commission and/or Historic England
- agreeing requirements
- getting quotes for some capital items
- consulting Natural England about any SSSIs
- getting any consents and permissions that are needed. Read Section 4.11
- carrying out soil sampling and analysis, if appropriate. This must be done in time to help you make your final grant choice
- getting other evidence for your application. Read Section 4.12.

4.10.1 Request a Historic Environment Farm Environment Record (HEFER) on your behalf from Historic England

If your initial application is successful, we will request a HEFER from historic environment organisations. This will provide you with free information about the historic environment on your land.

You should receive an email (this will take 20 working days from the date we request it for you) to tell you that the HEFER report is available. You must follow the link in the email to download the HEFER response. This is from the HEFER portal, which includes information

about the Selected Heritage Inventory for Natural England (SHINE). If you do not have an email address, we will send this to you by post. You should use the information provided in the HEFER to help you choose appropriate options and capital items. You must add the information to your FER. If you have any SMs read Section 4.11.1.

HEFERs are valid for 3 years. If you have a HEFER that is less than 3 years old that covers all land parcels in your application, you can use this to support your application. If you are aware of any historic features discovered after the HEFER was made, discuss this with your Natural England and/or Forestry Commission adviser.

4.10.2 Baseline Evaluation Survey

All agri-environment only and mixed applications need a 'Baseline Evaluation of Higher Tier Agreements' (BEHTA). This is not required for woodland-only applications.

The BEHTA records the condition and extent of features at the time the application is made. This provides an environmental baseline that can be used for checking the agreement in the future.

Comparison with the baseline gives a measure of progress in achieving environmental outcomes. This data can also be used to help:

- choose appropriate grants

Where needed, your Natural England adviser will complete the BEHTA. This usually includes a survey of the land included in your application. Where there is suitable existing baseline evidence, a full survey may not be necessary.

4.11 Get consents and permissions

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

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

You can find guidance in this section and by using the [Countryside Stewardship grants](#) (known as the grant finder) on GOV.UK. Read Section 4.7.3.

To make sure you submit a valid application:

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

You may be unaware of some of the consents and permissions you need until after you have received advice or reached a certain stage in your application development. You should contact the relevant organisations as soon as you are aware of these requirements.

4.11.1 Consents

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

Site of Special Scientific Interest (SSSI)

If your Higher Tier application includes SSSI land, you will need to request any necessary SSSI consents from Natural England. You can only request SSSI consent once you receive your agreement offer. You must send a copy of the agreement offer, along with a Notice form, to Natural England. You can download the form, [Notice of proposal to cause, carry out or permit an operation requiring Natural England's consent on a site of special scientific interest \(SSSI\)](#) from GOV.UK.

You can email the copy of the offer and the completed Notice form to Natural England at: ProtectedSites@naturalengland.org.uk. If you are unable to email them then you can post them to:

Natural England
County Hall
Spetchley Road
Worcester
WR5 2NP.

If you do not secure consent, your application will be rejected and your agreement offer will be withdrawn.

Natural England can also advise on management or changes needed to keep or bring the SSSI land into favourable condition through Countryside Stewardship.

Contact Natural England as early as possible to discuss this.

Scheduled Monuments (SMs)

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

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

If you have an SM you must:

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

If the SM has been classed as 'essential' by Historic England, you must include options to achieve the specified outcome. You must not choose options that are damaging to HEFER features.

You can get advice on whether you can do the work so that it avoids a negative impact on the SM. Historic England can also advise whether proposed works are acceptable in relation to:

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

Protected Species

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

Work affecting water

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

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

You do not need consent to establish arable margins.

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

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

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

You will need to get consent from EA for any work associated with the following:

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

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

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

Tree planting

When planting trees, they must not be planted where they could damage areas of ecological (in-particular species rich grassland or breeding wader habitat), archaeological or historic interest (read section 4.11.1) and will need approval from Catchment Sensitive Farming.

Any applications including tree planting must follow the [EIA Regulations](#) for Forestry and you must consult the UK Forestry Standard for good practice for creating woodlands. Any match-funding with other sources of tree planting/woodland creation grant funding should follow the rules for Exchequer funding.

Work on trees and hedges

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

You may need a Forestry Commission Felling Licence to remove trees or manage hedges. This applies whether they are in woodland or not.

You can fell up to 5 cubic metres and sell up to 2 cubic metres of timber without a felling licence each calendar quarter. If you plan to fell or sell more, you must get a felling licence before your agreement offer can be issued. Read more information about [tree felling licences](#) on GOV.UK.

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

Consultation for woodland schemes

Proposals for tree felling or creating new woodland are published on [the public registers](#) on GOV. UK for a period of 28 days. During this time comments on the proposals can be made. Statutory bodies with an interest in the project area are also consulted directly, as required.

Responses from consultation will also help the Forestry Commission decide whether a proposal is a relevant project which will need an Environmental Statement, as required under the EIA (Forestry) Regulations (England and Wales) 1999. Read more about [Environmental Impact Assessments for woodland](#) on GOV.UK.

When an EIA Opinion is made or Consent is granted by the Forestry Commission, the outcome is published on the EIA Register. [Access the public register for environmental information](#) on GOV. UK.

Listed buildings

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

Conservation Areas

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

Work affecting Public Rights of Way

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

Common land

If you include common land or shared grazing, in your application you must check if the work requires consent. Before applying for consent, you must consult stakeholders. For details, read Annex 6. If the work also needs an Environmental Impact Assessment (EIA) and/or planning permission, you must usually:

- carry out discussions as above, before seeking these permissions
- get these permissions before seeking consent for work on the common.

4.11.2 Permissions

Planning permission or General Permitted Development Order (GPDO) consent

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

Most routine agricultural operations do not need planning permission because:

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

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

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

You do not need to provide evidence of planning permission or GPDO consent, or evidence that such permission is not needed, with your application. However, if you apply for FY2, you do need to let us know that planning permission is not required. If required, you will need to have permission or consent in place before you carry out any work. You will need to submit this evidence when you make a claim for this work.

4.11.3 Environmental Impact Assessment (EIA) Regulations

Agriculture

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

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

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

If activities or works which increase the productivity of uncultivated or semi-natural land are part of a proposed Countryside Stewardship application, you must contact Natural England for further advice. Contact the Environmental Impact Assessment helpline on 0800 028 2140 or email eia.england@naturalengland.org.uk.

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

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

Forestry EIA

What projects need a forestry EIA?

There are four types of forestry project where you may apply for a forestry EIA:

- Afforestation
- Deforestation (including change of land use by felling trees that are too small to need a felling licence)
- Forest Roads
- Forest Quarries

Each project requires a separate EIA application. For instance, if compensatory planting is required (in a different location) for your deforestation project, the planting will need its own EIA afforestation application form. If you are planning a forest road within an afforestation project, the road will need its own EIA forest road or quarry application form.

Afforestation proposals under 0.5 ha

Planting or natural regeneration of less than 0.5 hectares will not normally be considered afforestation under the forestry [EIA regulations](#) therefore, you do not need to apply for a 'stage 1' EIA from the Forestry Commission for afforestation proposals less than 0.5 hectares, unless your proposal is adjacent to another afforestation project completed within the last five years. See [adjacent projects](#).

Contact your local Forestry Commission adviser for guidance. [Contact details for the Forestry Commission](#) are available on GOV.UK along with general guidance on [Environmental Impact Assessments for woodland](#).

4.12 Other evidence required at application stage

4.12.1 Identify the evidence and supporting documents you need

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

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

4.12.2 Business viability test

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

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

4.13 Conclusion of negotiations

Natural England and/or Forestry Commission will support you to develop your final application. When these negotiations are completed, Natural England and/or the Forestry Commission will send your final application direct to RPA. We no longer send a Conclusion of Negotiations letter or Negotiated Schedule to you. No further changes can be made to the application after 31 August.

We will check the application and any required evidence before we make an agreement offer. We will send the agreement offer to you with a declaration slip for you to sign and return by post within 20 working days of the date of the letter to accept the offer.

4.14 Why applications may be rejected

We may reject an application at any stage if it:

- does not meet eligibility criteria
- does not score highly enough to meet the minimum threshold
- does not score highly enough to be prioritised against the available budget
- is likely to cause harm to the environment
- is incomplete by the final submission date of 31 August.
- does not have all necessary supporting evidence by 31 August.

You have the right to appeal, as set out in Section 6.10.

5 Scheme requirements and procedures

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

5.1 Entering into an agreement

If your application is successful, we will send you an agreement offer, by post (if you applied with an application pack) or using the Rural Payments portal (if you applied online). If you want to accept the agreement, return the signed acceptance declaration to us within 20 working days of the date on the letter.

All Higher Tier agreements start on 1 January 2023. For capital items you should not undertake work or incur costs for capital items before you have accepted your agreement offer, even if these form part of your agreement. The agreement must not include any work that has already been carried out or any financial commitment already made before 1 January 2023. If it does, the agreement may be terminated.

If you are successful in securing a place in one of the environmental land management schemes, you can terminate your Countryside Stewardship agreement early without penalty, at the end of an agreement year, so you can participate in the new environmental land management schemes.

5.1.1 Entering – and ending – an agreement: Option delivery and relationship to the cropping cycle

Any options that must be established and present in place in the spring/summer of year 1 (such as AB5 Nesting plots for lapwing (and in Higher Tier, stone curlew) and AB9 Winter bird food) must be established/in place during the management period to be eligible for payment. You do not need to destroy crops which are in the ground at the start of an agreement (1 January 2023) to establish a chosen option, you can manage and harvest them as normal farm crops.

However, some options may have restrictions on their management from 1 January 2023. For example, where the option requires that you do not use any fertiliser, pesticide sprays or other inputs. This will be detailed in your agreement.

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

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

5.2 General scheme requirements

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

You must deliver your capital item(s) and/or the Multi-Year Option(s) in accordance with the standards and requirements set out in your Agreement Document and this Manual (including any relevant time limits) and in the agreed location(s) as identified on the Agreement Map(s).

‘Agreement Land’ is the land parcels defined in the Agreement Document and identified on the Agreement Map(s), and any land parcels where rotational options are active in a particular year, as defined in clause 1 of the [Annex 1 Terms and Conditions](#).

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

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

5.2.1 General management requirements

You must not:

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

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

5.2.2 Protecting historic features

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

You must not do any of the following:

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

- damage, demolish or remove building material from substantially complete ruined traditional farm buildings, historic boundaries or from boundaries of parcels containing known archaeological features or areas of historic interest.

5.2.3 Hedgerows

In any one calendar year, you must not cut more than 50% of all hedges on or bordering Agreement Land. This includes all parcels under agreement, including land parcels which have been selected for rotational options but where rotational options are not sited during that year.

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

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

5.2.4 Grazing management

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

Option code	Grazing management
AB1	Nectar flower mix
AB6	Enhanced overwinter stubble
AB7	Whole crop cereals
BE4	Management of traditional orchards
BE5	Creation of traditional orchards
CT1	Management of coastal sand dunes and vegetated shingle
CT2	Creation of coastal sand dunes and vegetated shingle on arable land and improved grassland

Option code	Grazing management
CT3	Management of coastal saltmarsh
CT4	Creation of inter-tidal and saline habitat on arable land Woodland Management Plans where needed for woodland only applications, must be fully approved with any associated felling licence in place by this date
CT5	Creation of inter-tidal and saline habitat by non-intervention
CT6	Coastal vegetation management supplement
CT7	Creation of inter-tidal and saline habitat on intensive grassland
GS1	Take field corners out of management
GS3	Ryegrass seed-set as winter food for birds
GS4	Legume and herb-rich swards
GS6	Management of species-rich grassland
GS7	Restoration towards species-rich grassland
GS8	Creation of species-rich grassland
GS9	Management of wet grassland for breeding waders
GS10	Management of wet grassland for wintering waders and wildfowl
GS11	Creation of wet grassland for breeding waders
GS12	Creation of wet grassland for wintering waders and wildfowl
GS13	Management of grassland for target features
GS14	Creation of grassland for target features
GS15	Haymaking supplement
GS17	Lenient grazing supplement
HS7	Management of historic water meadows through traditional irrigation

Option code	Grazing management
LH1	Management of lowland heathland
LH2	Restoration of forestry and woodland to lowland heathland
LH3	Creation of heathland from arable or improved grassland
OP1	Overwintered stubble
SP1	Difficult sites supplement
SP6	Cattle grazing supplement
SP7	Introduction of cattle grazing on the Isles of Scilly
SP8	Native breeds at risk supplement
SW3	In-field grass strips
SW4	12m to 24m watercourse or nitrogen sensitive terrestrial habitat buffer strip on cultivated land
SW7	Arable reversion to grassland with low fertiliser input
SW8	Management of intensive grassland adjacent to a watercourse
SW9	Seasonal livestock removal on intensive grassland
SW10	Seasonal livestock removal on grassland in Severely Disadvantaged Areas on land next to streams, rivers and lakes
SW12	Making space for water
SW13	Very low nitrogen inputs to ground waters
UP1	Enclosed rough grazing
UP2	Management of rough grazing for birds
UP3	Management of moorland
UP6	Upland livestock exclusion supplement

Option code	Grazing management
WD4	Management of wood pasture and parkland
WD5	Restoration of wood pasture and parkland
WD6	Creation of wood pasture
WD7	Management of successional areas and scrub
WD8	Creation of successional areas and scrub
WD9	Livestock exclusion supplement - scrub and successional areas
WT7	Creation of reedbed
WT9	Creation of fen
WT12	Wetland grazing supplement

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

- Avoid over-grazing and under-grazing across the whole grazed area of the holding. Distribute stock across the grazed area of the holding to make sure this is the case.
- Stock no more than the rates given in your Agreement Document on average over the year across all agricultural land on the farm or production unit where the agreement is located.

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

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

Read Annex 8 for more information about record keeping, how to convert livestock numbers to livestock units and what to do when you take over additional land.

5.2.5 Nitrate Vulnerable Zones

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

5.2.6 Farming Rules for Water

You must meet the requirements of the [Farming Rules for Water](#) on GOV.UK.

5.2.7 Maintaining capital items

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

For capital works which form part of a multi-year agreement this requirement lasts for the whole time that the land parcel where the capital item is located, is under agreement.

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

5.2.8 Heather and grass burning

Where you have the legal right to carry out burning, and intend to do so, you must comply with all relevant legislation, which includes the Heather and Grass etc. Burning (England) Regulations 2007 and the Heather and Grass etc. Burning (England) Regulations 2021. You can find details of the requirements and information on when to apply for a licence at [Heather and grass burning: rules and applying for a licence](#) on GOV.UK.

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

If heather or grass burning is included in your Countryside Stewardship application, your Natural England adviser will discuss a restoration plan with you.

5.3 Cross Compliance: requirements

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

Cross compliance is a set of rules which applies to all farmers and land managers receiving payments from the Basic Payment Scheme, Countryside Stewardship Mid Tier and Higher Tier, Environmental Stewardship and other land based multi-annual schemes such as the England Woodland Grant Scheme.

If you have woodland parcels included in your agreement, cross compliance only applies to the woodland that you receive revenue payments for. It is only the Statutory Management Requirements (SMRs) that apply not the Good Agricultural and Environmental Conditions (GAECs) in most cases. GAECs only apply as well as SMRs if you are paid for WD1 and BPS.

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

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

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

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

This is only a summary of the cross compliance requirements. You can find full details about the requirements that you must follow, in the latest version of [The Guide to Cross Compliance in England](#) on GOV.UK. We will publish any changes to the requirements and any replacement for cross compliance on GOV.UK.

5.4 Evidence: Record keeping and site visit requirements

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

You must keep evidence to show that:

- you are eligible to apply for the scheme
- capital works have been carried out to the required specification.

During Higher Tier site visits, we will assess how the environmental aims are delivered under the options you have in your agreement. We will also check that you have carried out any specific requirements set out in your agreement.

You must follow any requirements for management options and adhere to any specifications for capital items and retain any records that are required to support your claim. You can find more details of the steps you need to take to meet management options, capital items or supplements by using '[Countryside Stewardship grants](#)' (known as the 'grant finder') on GOV.UK

Keeping appropriate records is an important part of an effective farm or woodland management system. Records will help demonstrate that you have carried out the activities in your agreement and that the funded activity is taking or has taken place. It also helps demonstrate that public money is being spent effectively and is delivering the intended results.

5.4.1 When is evidence required?

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

You can find a list of evidence requirements for individual options and capital items at '[Countryside Stewardship grants](#)' (known as the 'grant finder') on GOV.UK. These records should demonstrate that you have done the required work. If you cannot provide evidence when asked, or the evidence you do provide is inaccurate or incomplete, we will treat this as a breach of your agreement and may apply reductions (read Section 6.4).

1. Evidence to support your application You must keep evidence to show that you, your business, your land, multi-year management options or capital items are eligible as you may have to show this if you are chosen for a site visit.
2. During the agreement period You may need to provide evidence to show that you have carried out the required actions. Evidence may be needed:
 1. a) to support a claim, in particular capital item claims. More information is set out in Section 5.4.4, and where relevant further information will be sent with the claim form covering letter
 2. b) during or after an environmental outcome site visit, for our administrative checks or other checks as described in Section 6.5.
3. After the agreement has ended The Terms and Conditions explain that you must keep all invoices, receipts, accounts and other relevant documentation relating to the expenditure of the grant for at least 7 years from the end of the agreement.

5.4.2 Consents and permissions

It is your responsibility to obtain all consents, approvals or permissions that you may need due to your specific circumstances and to carry out the particular multi-year option or capital item (Section 4.11). These consents and permissions must remain effective – and records kept – for the duration of the agreement.

5.4.3 Organic certification

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

This is an eligibility requirement and failure to comply could result in a breach of your agreement. This means a reduction may be applied or, in certain cases, this could lead to your agreement being suspended or terminated – read Section 6.4 for further details.

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

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

Fully organic

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

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

Organic Conversion payments

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

- your Conversion Plan approved by the OCB
- a valid organic certificate and schedule.

New conversion

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

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

5.4.4 Photographic evidence

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

You can use photographs with an automatic date stamp or write the date the photograph was taken on the reverse.

The need for dated photographic evidence depends on the multi-year option or capital item. Check the individual option or capital item requirements using [‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK. to see if this is the case.

For photographic evidence the following general principles apply.

Application stage

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

Check the individual option or capital item requirements using [‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK. to see if this is the case.

During work stage

For the capital works listed below, you will need to keep and submit contracts, invoices, or other documents confirming that the technical specification for the completed works have been met. If you are unable to provide this, you will need to keep and submit dated photographs of the site during the different stages of the construction or build to show that the minimum specification has been met. If you have capital works that cannot be visually checked after the work has been completed, such as concreting or underground pipework, you will need to take photographs during construction.

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

Code	Capital Item
RP3	Watercourse crossings
RP4	Livestock and machinery hardcore tracks
RP6	Installation of piped culverts in ditches
RP7	Sediment ponds and traps
RP8	Constructed wetlands for the treatment of pollution
RP9	Earth banks and soil bunds
RP12	Check dams
RP13	Yard - underground drainage pipework
RP14	Yard inspection pit
RP15	Concrete yard renewal
RP24	Lined biobed plus pesticide loading and washdown area
RP25	Lined biobed with existing washdown area
RP26	Biofilter
RP27	Sprayer or applicator load and washdown area
WN3	Ditch, dyke and rhine restoration
WN5	Pond management (100 square metres or less)
WN6	Pond management (more than 100 square metres)
WN8	Timber sluice
WN10	Construction of water penning structures

Claim stage

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

Follow individual capital item guidance. It is your responsibility to retain sufficient evidence to show that the investment or required management has taken place.

5.4.5 Photographic evidence quality

All photographs must meet the following standards. Requirements apply equally to digital photographs or those supplied as paper photographs. We cannot accept data storage devices for security reasons, digital photos must be sent to us by email.

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

5.4.6 Clearly label photographs

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

The OS map sheet reference and National Grid reference should relate to the land parcel on which the feature, multi-year management option or capital item is sited or for boundary features the adjacent land parcel. For example, if you need to take 'before and after' photographs to show evidence that work has taken place for Gateway relocation (RP2), the image should be labelled as XX12345678_ RP2_1 and XX12345678_ RP2_2.

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

5.5 Keeping farm records

We strongly encourage you to keep appropriate records, as it is an important part of an effective farm or woodland management system. We recommend that you obtain and keep evidence to show that you have followed the requirements for options in your agreement, to support your claim or to support a site visit.

Records will help demonstrate that you have carried out the activities in your agreement and that the funded activity is taking or has taken place.

Where the option includes a requirement not to carry out certain activities during the year (for example no grazing, no pesticide application), you do not need to record the absence of these activities.

However, you will need to fill in a declaration on the annual claim form to confirm that you have met this requirement.

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

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

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

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

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

5.5.1 Stocking records

If any of your options contain requirements relating to grazing management (including 'do not graze' or 'exclude livestock'), you must keep livestock records as they may act as evidence to support your claim.

You can find more information about livestock record-keeping requirements in Annex 8. You can find templates that you can use to keep these records at [Livestock record keeping](#) on GOV.UK.

5.5.2 Nutrients

If any of options require you to keep a nutrient management plan, you should keep relevant records. Commercial nutrient recording systems for fertilisers and manures normally meet this requirement.

You must keep any required nutrient records on farm and make them available during site visits if we ask for them.

You must plan each application of manure or fertiliser on your land as set out under the Farming Rules for Water.

You can find more information at [Rules for farmers and land managers to prevent water pollution](#) on GOV.UK.

5.5.3 Recommended fertiliser management system

The following Countryside Stewardship options strongly recommend that you use a recommended fertiliser management system across the farm to achieve the environmental aims:

Code	Option
GS4	Legume and herb-rich swards
GS9	Management of wet grassland for breeding waders
GS10	Management of wet grassland for wintering waders and wildfowl
GS11	Creation of wet grassland for breeding waders
GS12	Creation of wet grassland for wintering waders and wildfowl
SW7	Arable reversion to grassland with low fertiliser input
SW8	Management of intensive grassland adjacent to a watercourse
SW12	Making space for water
SW13	Very low nitrogen inputs to groundwaters
SW14	Nil fertiliser supplement
UP2	Management of rough grazing for birds

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

Demonstrate that you are using a recommended fertiliser management system across the farm.

Seek advice to adopt a recommended fertiliser management system within 18 months of the agreement start date.

Demonstrate that you qualify for exemption as a low intensity farmer. We explain below how 1, 2 and 3 are defined.

1) Demonstrate the use of a recommended fertiliser management system

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

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

You must be able to show these records when we ask to see them or as part of a site visit. You can find more information about planning tools and advice for recommended fertiliser management systems in Note 1 below.

2) Seek advice to adopt a recommended fertiliser management system

If you cannot demonstrate that you are already following a recommended fertiliser management system, you will need to get advice, so that you can start one across your farm within 18 months of the start of the agreement. You can get advice from the [Farming Advice Service](#) on GOV.UK. You will need to demonstrate that you are actively carrying out a fertiliser management planning system throughout the life of the agreement and send us these records if we ask to see them or show them to us during a site visit. You can ask for advice (at your own expense) but it must be from a suitably skilled agronomist or adviser. You can find more information about potential tools and advice in Note 1 below.

3) Demonstrate exemption as a low intensity farmer

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

- at least 80% of the land is grassland
- you apply no more than 100kg N per hectare per calendar year as organic manure, including what is applied directly to the field by animals
- you spread no more than 90kg N per hectare per calendar year as manufactured fertiliser and no organic manure is brought onto the farm site.

When calculating the fertiliser application rate, you must exclude any area of the farm site where you do not spread fertilisers or cultivate soil (for example rough grazing).

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

You can find more information on:

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

Note 1: Guidance on using recommended fertiliser management systems and advice offered

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

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

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

- PLANET: a software tool to help with field level nutrient management
- MANNER NPK: a software tool that provides a quick estimate of crop available nitrogen, phosphate and potash from applications of organic manure.
- ENCASH: a software tool that calculates the nitrogen in manure produced by different types of permanently housed pigs and poultry.
- All 3 software tools are on the [PLANET website](#).
- There may be other packages providing a similar service.

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

5.5.4 Keeping woodland records

You need to keep certain records for all your woodland management options, for certain capital items and woodland supplements. You must send these with your grant claims when we request them. Typical activities that should be recorded include:

- deer management and cull figures
- squirrel management
- red squirrel monitoring
- open space
- ride management
- thinning, felling and coppicing
- regeneration
- any other general woodland management which could include Operational Site Assessments

You need to produce a monitoring report with your claim in years 3 and 5 of your agreement.

5.6 Soil sampling

If you're applying manure or fertiliser to cultivated agricultural land (including grassland), you must plan the application of manure and fertiliser by using the results of soil tests.

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

check [‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK. to see if this is the case.

Cultivated agricultural land is both or one of the following:

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

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

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

Soil test results must be no more than 5 years old at the time of application. Contact the [Environment Agency](#) if you need more advice.

5.6.1 Soil Sampling on Scheduled Monuments

If land parcels contain an SM, you must avoid this when taking soil samples. If you cannot avoid this because the SM occupies a significant proportion of the land parcel, you must get consent from Historic England before taking soil samples.

Make sure you do this to avoid a potential offence under the 1979 Ancient Monuments and Archaeological Areas Act. In these situations use the [Consent for soil sampling on scheduled monuments form](#) on GOV.UK.

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

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

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

5.7 Specifications and cost quotations

A small number of payments for capital items are based on the actual cost and are paid as a % of the cost.

You need to get quotes for these particular capital items. You must get a minimum of 3 quotes in writing. You need to submit your quotes with your application. An adviser will discuss with you the RPA contribution towards the costs of the work and will confirm this in writing.

In exceptional circumstances involving highly specialised works fewer than 3 quotations may be accepted, but this must be agreed in writing by RPA in advance.

Actual cost works must be agreed with RPA and either Natural England or Forestry Commission before you include them in your application. In these cases the capital item may also require a bespoke specification to be developed for the work, for example when using capital item FM1 on geodiversity features.

Each specification will be tailored to the requirements for the individual option and capital item in discussion with the Natural England or Forestry Commission adviser. As a guide, the specifications are likely to include the following:

- technical design drawings to illustrate the extent of the work or schedule of works to provide an itemised list of the component parts and/or process for implementation; and
- describe the standards to which each category of work is to be carried out.

You can find out more information on capital item specifications using [‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK.

5.8 Measuring Countryside Stewardship option areas and widths

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

We will publish any changes on GOV.UK.

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

- Countryside Stewardship options cannot be used to deliver mandatory requirements under BPS – Countryside Stewardship options must go beyond the requirements of cross compliance.
- Cross compliance requirements apply to all Countryside Stewardship Agreement Holders whether or not you receive BPS payments. However cross compliance will not apply to agreements covering only stand-alone capital items where BPS is not claimed.

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

This section applies to Countryside Stewardship buffer strip options SW1-4, WD3, and WT12 as listed below. The general principle is that the Countryside Stewardship buffer strip may not overlap with the cross compliance strip.

Arable situations:

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

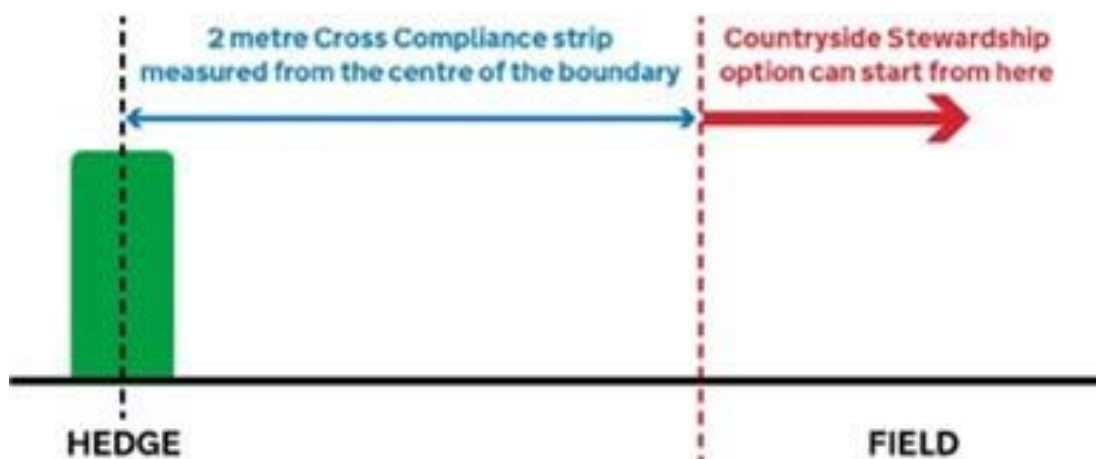
Permanent grassland situations:

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

Countryside Stewardship options adjacent to a hedge

Diagram 1: Where to start measuring Countryside Stewardship options in relation to cross compliance requirements where the boundary feature is a HEDGE

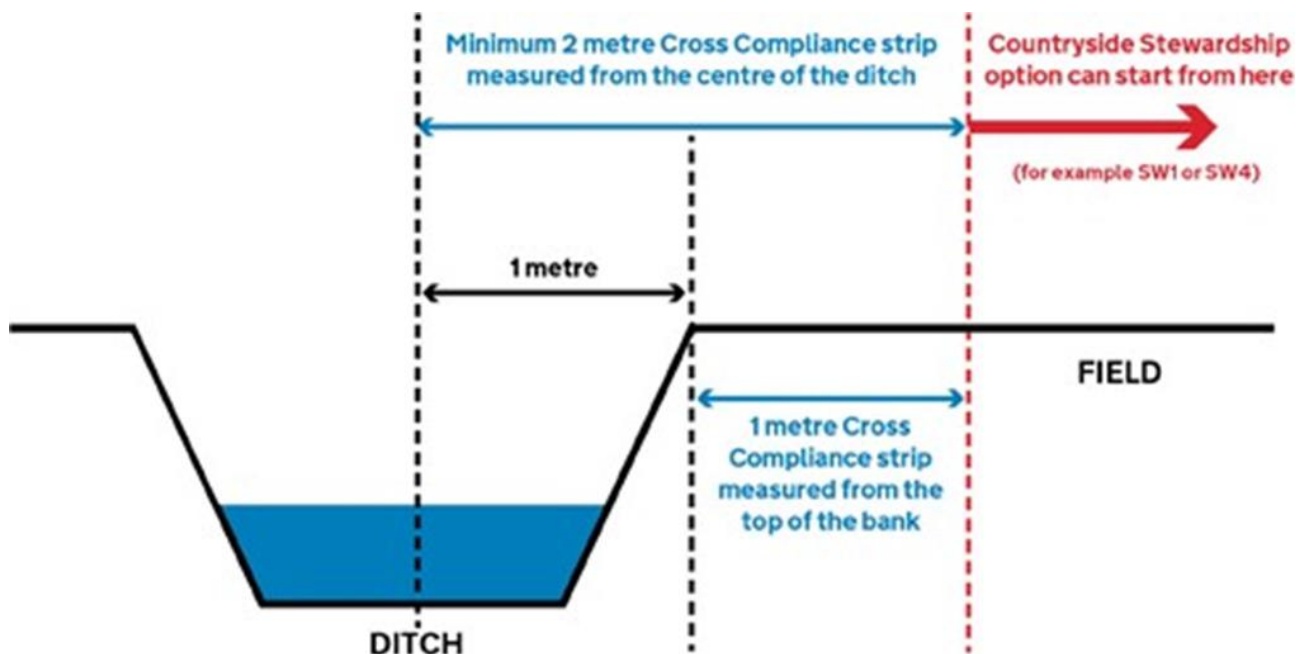
In Arable and Permanent Grassland situations



NOTE: The 2m cross compliance strip, measured from the centre of the boundary, still applies where there is a fence adjacent to the hedge. Where a fence is less than 2m from the centre of the hedge, the Countryside Stewardship option can still only start at 2m from the centre of the hedge (there will be a gap between the fence and the Countryside Stewardship option). Where the fence is more than 2m from the centre of the hedge, the Countryside Stewardship option can start from the fence.

Countryside Stewardship arable options adjacent to a ditch

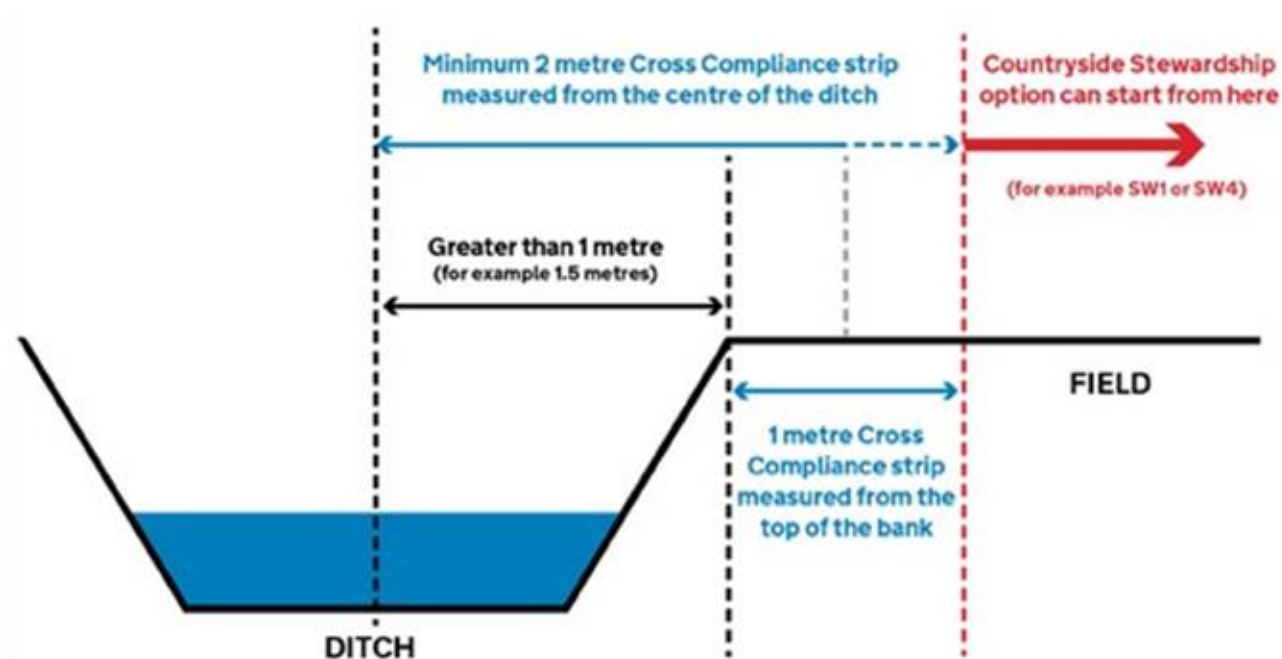
Diagram 2: Ditch measures 2m maximum width Where to start measuring Countryside Stewardship options in relation to cross compliance requirements where the boundary feature is a DITCH and the distance from the centre to the top of the bank is 1m.



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

Diagram 2a: Ditch wider than 2m

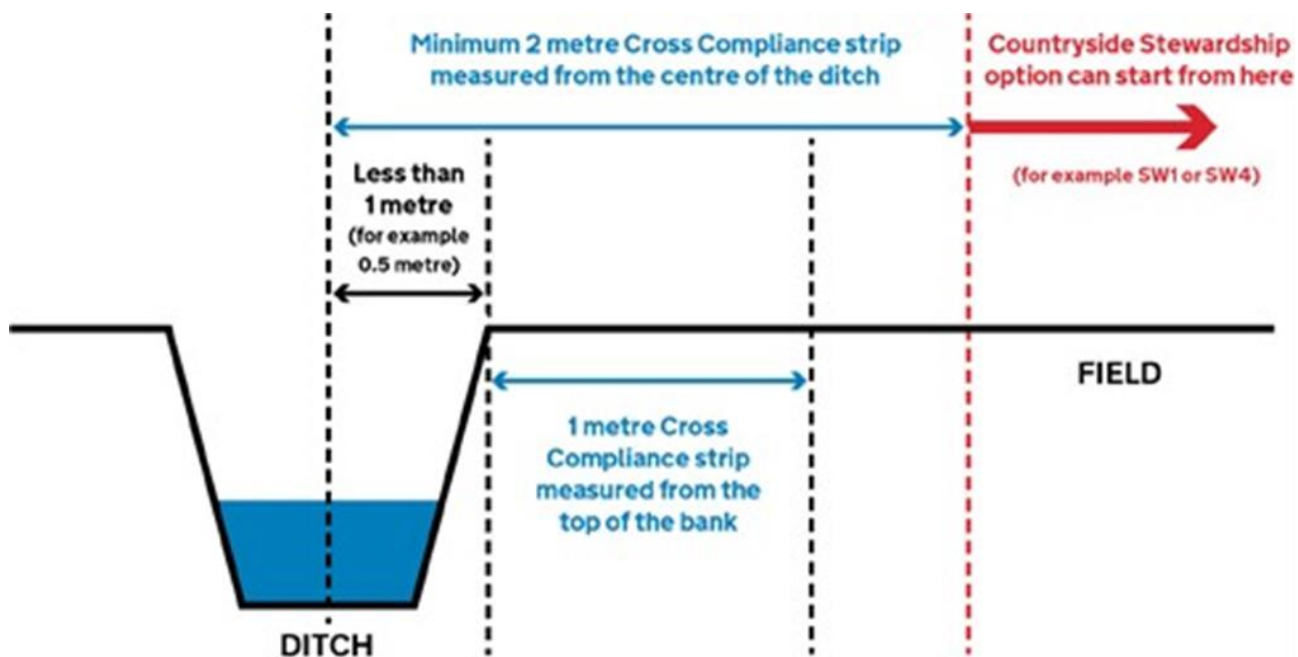
Where to start measuring Countryside Stewardship options in relation to cross compliance requirements where the boundary feature is a WIDE DITCH and the distance from the centre to the top of the bank is more than 1m.



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

Diagram 2b: Ditch less than 2m

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

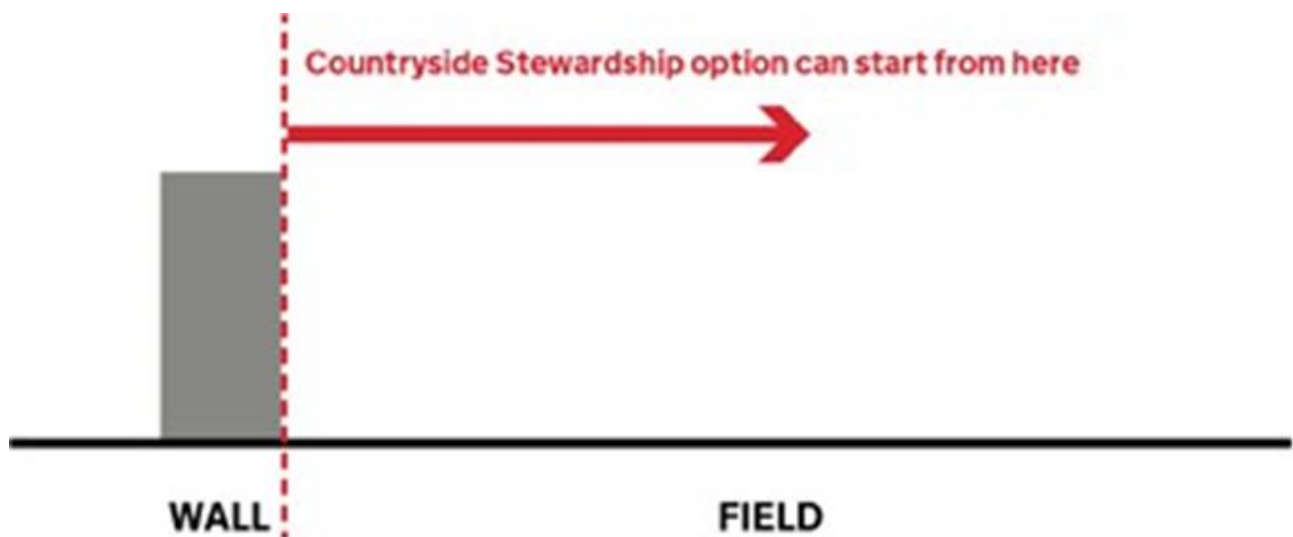


In this example the cross compliance strip would be 2.0m wide from the centre of the ditch.

Countryside Stewardship options adjacent to a wall or fence

Diagram 3: Wall or fence where there is no cross compliance strip required

There are no cross compliance requirements where the boundary is a WALL or FENCE. In Arable and Permanent grassland situations:



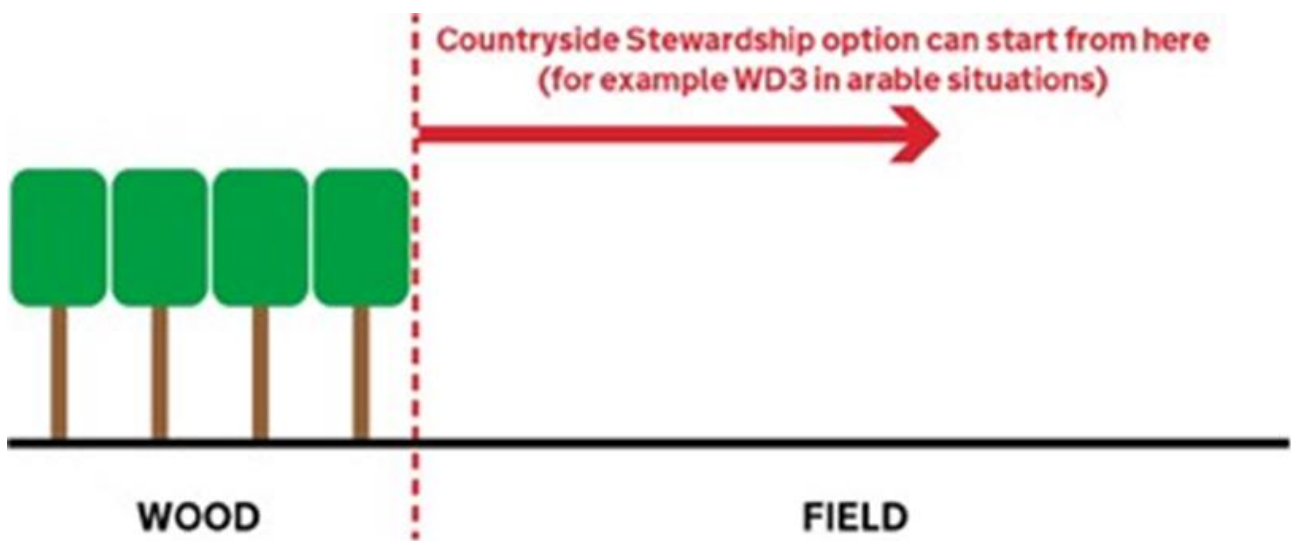
Countryside Stewardship option can start immediately next to the wall or fence (but allowing access around the field as necessary).

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

Countryside Stewardship options adjacent to a wood

Diagram 4: There are no cross compliance requirements where the boundary feature is a WOOD

In Arable and Permanent Grassland situations:

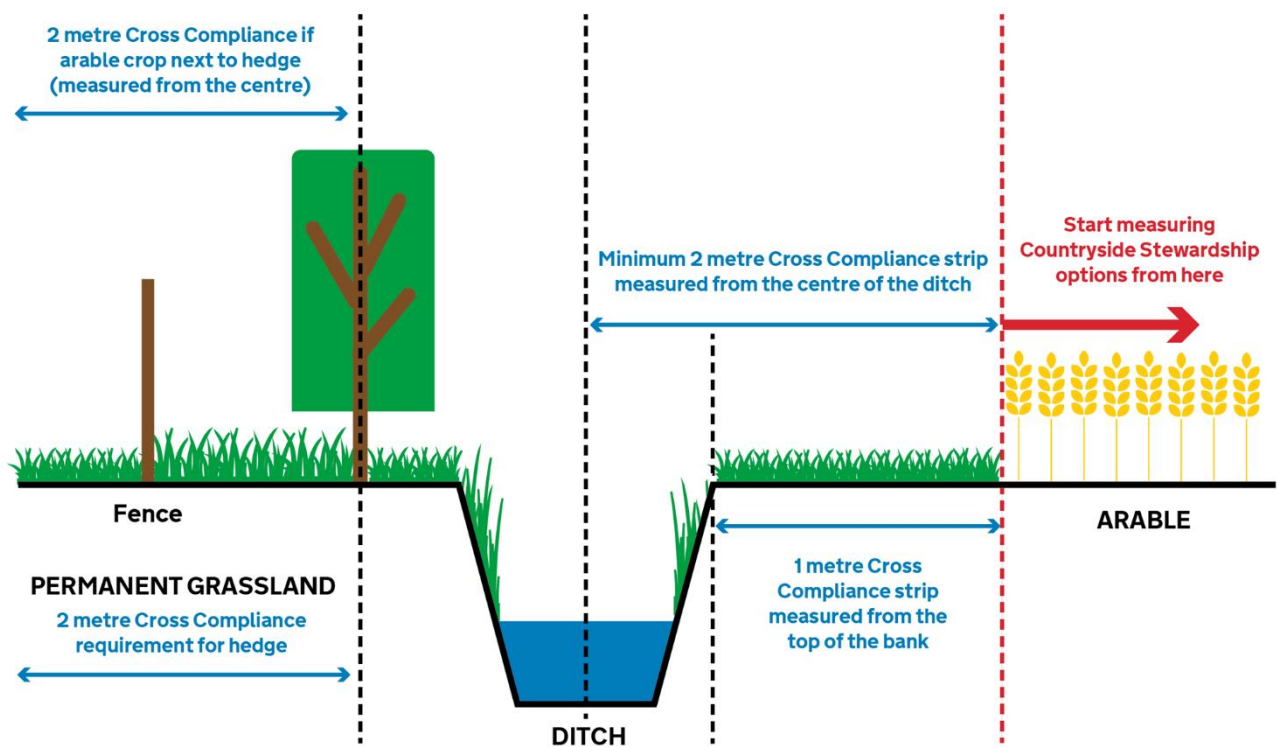


Countryside Stewardship option can start immediately next to the wood - WD3 is Woodland edges on arable land (6m).

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

Real world example

Diagram 5: Cross compliance in an arable situation against a ditch and hedge



5.8.2 The relationship between Countryside Stewardship options and Cross Compliance: examples of where to start measuring Countryside Stewardship options

Countryside Stewardship buffer strips must not overlap with cross compliance requirements.

Countryside Stewardship options adjacent to a ditch

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

Countryside Stewardship options adjacent to a watercourse

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

5.8.3 The relationship between Countryside Stewardship options and Cross Compliance

For whole parcel Countryside Stewardship options, the required option management goes further and requires management in addition to any cross compliance requirements. This means you don't need to reduce the areas of the option for cross compliance strips when claiming for whole parcel options.

For a part-parcel, CS options should not be on the same area as cross compliance strips. If a combination of part-parcel options covers the whole parcel, you need to make sure the cross compliance strip is not included in the area of any of the options.

Also, when a CS strip (for example an arable buffer strip, grass margin) is in the same parcel as a CS option applied on a part parcel, (such as basic overwinter stubble (AB2), you will need to deduct the cross compliance zone, the CS strip and any other ineligible areas, to work out the remaining parcel area.

5.9 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.

5.10 Metal detecting requirements

Metal detecting is not allowed on SMs, SSSIs and known archaeological sites on Agreement Land. These are identified on the FER, and the HEFER. We will write to tell you about any new sites that are discovered that will also be covered by these terms.

On all other Agreement Land, you must make sure that metal detecting does not conflict with the requirements of your agreement, in particular where proposed metal detecting may affect your ability to meet recommended management of an option.

For example, options supporting ground-nesting birds, priority habitats, or rare arable plants are incompatible with ground disturbance, and such activities may cause a breach of agreement and result in recovering monies already paid, withholding future payments, or interest payments – read Section 6.4.

Any metal detecting that you allow on Agreement Land should follow best practice as set out in the current [Code of Practice for Responsible Metal Detecting in England and Wales \(2017\)](#). You must report all finds to the [Portable Antiquities Scheme](#) .

5.11 Archaeological fieldwork requirements

If archaeological fieldwork (such as survey, test pitting or excavation) is proposed on Agreement Land that would cause, or may cause, ground disturbance or damage to any known archaeological sites or other environmental assets, you will need to request approval from us via a Minor and Temporary Adjustment - read Section 6.9.3.

Any proposed fieldwork must also have the written support of the local authority [Historic Environment](#) Service .

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

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

5.12 Alternative fencing

Where traditional stock proof fencing is not appropriate on your holding due to landscape or access issues, and you are considering other methods, you should discuss this with your Natural England adviser.

5.13 Farm Environment Record, Historic Environment Farm Environment Record and Baseline Evaluation of Higher Tier Agreements

As set out at Section 4.6, it is a mandatory requirement to retain all the features identified in the FER, the HEFER and the BEHTA, and to protect them from damage or removal for

the period of the agreement. An adviser from RPA, Natural England or Forestry Commission will explain these requirements to you.

Removal or damage to a feature identified on the FER, HEFER, or BEHTA is a breach of your agreement unless this is allowed by your agreement. An example where it is allowed is arable land (BEHTA code A01) is being managed to re-create a species-rich grassland. Read Section 6.4 for more information on agreement breaches.

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

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

5.15 Subsidy control rules

Countryside Stewardship Payments may be subject to subsidy control or equivalent rules. We will publish further information on GOV.UK.

6 Agreement Management: including how to claim, reductions and amending your agreement

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

A Countryside Stewardship agreement is made up of:

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

6.1 Submitting a claim

You should sign into the Rural Payments service and submit a claim online.

You can find guidance on [How to make a capital or revenue claim for Countryside Stewardship](#) on GOV.UK.

You must submit your claim in accordance with the instructions provided in this manual and on the claim form.

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

6.1.1 Submitting claims for multi-year management options

These are agreements that contain management options and last for 5, 10 or 20 years. The deadline for multi-year Countryside Stewardship payment claims (annual revenue claims) in 2022 is midnight on 16 May.

We must receive your claim by then. We must also receive any paperwork we ask for to support the management options part of the claim when you make the payment claim. If your agreement includes rotational options, and you are unable to include the location of these options on your claim, you must send us the location no later than 1 September.

It is your responsibility to make sure we receive your annual claim by the claim deadline. If you have any issues submitting your claim, either online or using a paper form, you must contact us and let us know before the claim deadline.

If you do not make a claim by midnight on 16 May your payment may be reduced. If you do not make a claim by midnight on 10 June, you will not receive a payment apart from in cases of good reasons for a breach.

Read Section 6.4 - Reductions and Section 6.9.4 - good reasons for a breach.

6.1.2 Multi-year claims from land managers with multiple agreements

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

6.1.3 Capital items within multi-year agreements

A Higher Tier agreement can include a 2 year programme of capital works. You must complete all capital works within 2 years of the agreement start date, unless they are specifically identified to be completed in Year 1. You then have 3 months to submit any final claim.

You can submit a capital item claim for reimbursement at any time of the year. To do this, the approved work must have been completed in line with the agreement and you must have incurred the costs. This means you must be able to show that you have been charged or invoiced for the full payment, before you submit your capital item claim. If you cannot show that you have incurred the costs for works undertaken, your claim may be rejected.

If your claim is part of a multi-year agreement, you can make a claim in stages for certain capital items according to the schedule in your Agreement Document. The minimum value of any single claim is £500, except for the final claim, which can be less than £500.

Read your Agreement Document for details of 'Claim-by' dates.

6.1.4 Single claim water capital items

We cannot accept part claims for the water capital items listed below:

Capital Item	Name
AQ1	Automatic slurry scraper
AQ2	Low ammonia emission flooring for livestock housing
RP4	Livestock and machinery hardcore tracks
RP7	Sediment ponds and traps
RP8	Construction of wetland for the treatment of pollution
RP11	Swales
RP13	Yard – underground drainage pipework
RP15	Concrete yard renewal
RP17	Storage tanks underground
RP18	Above ground tanks
RP22	Sheep dip drainage aprons and sumps
RP24	Lined biobed plus pesticide loading and washdown area
RP25	Lined biobed with existing washdown area
RP27	Sprayer or applicator load and wash-down area
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores, silage stores)
RP29	Self-supporting covers for slurry and anaerobic digestate stores
RP30	Floating covers for slurry and anaerobic digestate stores and lagoons

6.2 Evidence required to support your claim

6.2.1 Using contractors for multi-year management options and capital works

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

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

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.

6.2.2 Invoices for actual costs

You will need to provide invoices for some capital items. You can check this in your Agreement Document or in [‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK

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

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

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

- Provide original receipted invoices for the purchase of every item claimed.

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

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

6.2.3 VAT for actual costs

If your Countryside Stewardship agreement includes actual cost capital items:

- if you are registered with HM Revenue & Customs (HMRC) for Value Added Tax (VAT) - you cannot include the cost of the VAT charged on your capital items in your capital items claims
- if you are not registered with HMRC for VAT and you can provide evidence of this, such as a statement from a registered accountant (for example, a chartered accountant or certified accountant) - then you can include the VAT charge in your actual cost claims.

If you submit a statement from an accountant, the accountant will need to provide a letter on headed paper which confirms the following:

- they are a registered accountant
- they act as the accountant for the agreement holder's business
- they can confirm that you as the agreement holder are not registered with HMRC for VAT.

6.2.4 Using your own or a farm employee's labour for capital works

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

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

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

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.

6.2.5 Using your own machinery for capital works

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

Your records must include:

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

6.3 When will I get paid?

6.3.1 The impact of transfers on claims

If you are in the process of buying or selling land that is under an agreement, or entering and ending a tenancy arrangement on the land, you need to consider the rules on who should submit a claim. Read Section 6.8 of this manual if you are:

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

Depending on whether the land transfer takes place before, on, or after 16 May 2022, may affect who should submit claims and who will receive payment.

For BPS, the payment is made to whoever submits the BPS application by 16 May.

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

If you tell us about a transfer by 16 May, the transferee can claim BPS.

However, if you tell us after 16 May, we make:

- the BPS payment to the transferor
- the Countryside Stewardship payment to the transferee.

6.3.2 When will I get paid for multi-year management options?

For eligible revenue claims, we normally start making payments for multi-year management options in the December following the claim, up until June, once processing of your claim has been completed.

We check your claim to make sure that it is correct. We may visit you to review and assess delivery of the option or options in your agreement. If your claim is correct we will pay you. If we need to make reductions to your claim, then these will be applied to your payment. We normally make annual payments for multi-year management options in one instalment.

6.3.3 Payments for all agreements

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

6.4 Reductions

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

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

We can only pay you for work carried out according to your agreement and the scheme rules.

6.4.1 When reductions may apply

We can only pay you for work carried out according to your agreement and the scheme rules.

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

- have given false or misleading information
- have claimed payment on land which is not eligible or is not under your management control
- have not met the aims of the options chosen
- have over-claimed for capital works
- have not followed the scheme rules
- have not met the cross compliance rules where applicable
- have submitted a multi-year agreement claim late
- have submitted a change to a multi-year agreement claim late – this includes changes to supporting information/evidence.

This is not a complete list and there may be other examples of where we will apply reductions. In cases of good reasons for a breach, obvious errors and notified errors, we will consider the facts on a case- by-case basis before deciding whether to pay or reduce a claim (read Section 6.9.4 for more information).

6.4.2 Late payment claims for multi-year agreements

You can make a late claim after 16 May up until midnight on 10 June but you will receive a reduction to your payment. The size of the reduction will be 1% for each working day the claim is late.

You cannot make claims after midnight on 10 June apart from in cases of good reasons for a breach (read 6.9.4).

6.4.3 Changing a payment claim relating to a multi-year agreement after it has been submitted

You can change a claim up to midnight on 31 May without receiving a reduction to your payment.

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

You cannot change a claim after 10 June, apart from:

- in cases of good reasons for a breach (read Section 6.9.4 for more information)
- where you withdraw all or part of your claim (read Section 6.4.4 for more information)
- obvious error (read Section 6.4.5 for more information)

6.4.4 Withdrawing all or part of a payment claim for a multi-year agreement

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

- you have already been told about an error in the payment claim (or the relevant part of the payment claim)
- you have had a site visit (or you receive advance warning of a site visit)
- a visit reveals a breach of the rules
- errors were found by us when we cross checked information against other relevant funding records for your land.

6.4.5 Obvious errors

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

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

6.4.6 Notified errors

If you have made a mistake on your payment claim, you can notify us at any time in writing. However, this may affect the payment you receive, particularly if you have already been told of any non-compliances in your payment claim or you have received advance warning of a site visit.

6.4.7 Claiming on land that is not eligible or option not present

If you declare land that is not eligible (as set out in Section 3.1.2) or does not have the relevant option present on it in your payment claim, we will reduce your claim. We can only pay for the eligible land/options identified during administrative checks or site visits.

If we find that land is ineligible, you will not receive a payment for it. We may also recover previous payments if we find land was ineligible for payment in previous years. In certain cases, if we find significant breaches, your agreement may be terminated and all payments recovered.

If you have not met all of the option requirements, we may reduce or suspend your payment or we may recover the full amount of the payment.

6.4.8 Cross compliance

If we find a breach of cross compliance rules anywhere on your holding (including associated common land) by any of the following:

- you
- employees
- workers and family members

then you will be held liable for their actions.

If we find a breach by any of the following:

- agents
- contractors
- agronomists

then you might be held liable for their actions.

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

6.4.9 Delivering the aims of your options

If there is uncertainty about whether or not the aims of the options have been delivered, we will take into account any records or evidence you may have kept to demonstrate delivery of the aims of the options.

This includes any steps you've taken to follow the requirements of options, which you can find by ['Countryside Stewardship grants'](#) (known as the 'grant finder') on GOV.UK. It is your responsibility to keep such records if you want to rely on these to support your claim.

In some cases we may write to tell you what you need to do to improve, and suspend your payments until you make the improvements. If appropriate, we may also offer you advice or guidance to help you meet the requirements of your agreement. Once you can demonstrate the improvements have been made, we will pay you.

If you do not fulfil your obligations under the agreement, we will reduce or withhold your payment or seek recovery. In some cases, we may terminate your agreement and/or

refuse support for other Defra grant schemes for up to 2 years, for example, if we find intentional non-compliance or fraud.

The hectareage of rotational arable options you signed up to in your agreement is the hectareage to be delivered every year of the agreement term. It is part of your agreement to make sure that you do this. By making sure that you deliver the agreed hectareage, you will be able to claim the full amount under your agreement.

6.4.10 Breaches of agreement

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. These representations will be taken into consideration before a decision is made on whether it is appropriate to apply reductions or withhold payments.

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

We will assess what has happened due to the breach/non-compliance, consider the objectives of the agreement or options and the short or long-term impacts. For example, ploughing a priority habitat would be classed as a severe breach.

Factors considered and assessed for severity and level of reduction are:

- circumstances, nature and consequences surrounding the breach
- failure to cooperate with site visits, or further investigations
- 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
- to what extent the breach can be rectified
- issue a letter explaining that we've assessed the breach and what you have to do
- amend your agreement.

If there's a breach of your agreement or the regulations, we may ask you to correct the breach.

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
- end your agreement

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.

6.4.11 Refusal or withdrawal of support claimed

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

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

We will also take into account:

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

6.5 Scheme control: administrative checks and site visits

We are required to make sure that Countryside Stewardship is properly controlled, to protect public money. To support this we undertake administrative checks and site visits to monitor Agreement Holder compliance with the rules governing their agreements (and cross compliance on the whole holding) and the success of Countryside Stewardship overall.

We undertake 3 main checks:

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

You must allow RPA (or their authorised representatives or auditors) to access your land or premises to carry out Countryside Stewardship site visits. Other UK public authorities may also visit you to make sure you are meeting cross compliance requirements. Natural England, the Forestry Commission or Historic England may also visit your site to monitor environmental progress or check you are following specific management.

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. 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.

6.5.1 Administrative record checks

We will check all stages of the application and claim processes, including your application form, claim forms and, where appropriate, the nature and quality of any supporting evidence, such as receipts and 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. It is your responsibility to keep such records if you want to rely on this to support your claim.

6.5.3 Agreement monitoring visits

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

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

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

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

6.5.4 Site visits

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

If we select you for a site visit, we will check that you are meeting the aims of the management options. We may also check some specific areas, for example your use of fertilisers and/or pesticides, seed mixes, or stocking levels on land.

If we can see that you have met the aims of management options, we'll not ask you to provide additional evidence to show this.

Unless we have reasons to suspect that you are in breach of your agreement, 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. If there is uncertainty about whether or not the aims of the options have been delivered, we will take into account any records or evidence you may have kept to demonstrate delivery of the aims of the option.

This includes any steps you've taken to follow the recommended management set out in ['Countryside Stewardship grants'](#) (known as the 'grant finder') on GOV.UK.

We recommend that you obtain and keep evidence to show you have followed the recommended management of your agreement to support your claim or to support a site visit. Records will help demonstrate that you have carried out the activities in your agreement and that the funded activity is taking or has taken place.

It also helps demonstrate that public money is being spent effectively and is delivering the intended results.

It is your responsibility to keep such records if you want to rely on these to support your claim.

For capital items, you must follow the requirements for the specific item, including any specifications you need to adhere to and retain any records that are required to support your claim.

If at the visit we find a breach of the rules, we may apply reductions (read Section 7.4). You can find more information on visits at [Agreement holders' information](#) on GOV.UK.

6.6 Terminating agreements early

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

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

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

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

6.7 Break Clause

If you have an agreement that lasts 10 years or more, it may be possible for either you or RPA to terminate the agreement after 5, 10 or 15 years (the 'break point dates').

A break clause only allows the entire agreement to be terminated: amendment or re-negotiation of the agreement is not available.

Where an agreement contains the 10 year woodland creation – maintenance payments (WD1) option, no break clause is available at the 5 year point as the funded management must be in place for the full ten years.

Either RPA or you can terminate the agreement by giving written notice to the other party at least one month before the 'break point date'.

If this right is used, grant payments already paid to you will not have to be repaid, unless you are in breach of scheme requirements or rules.

6.8 Transfers of land under agreement

6.8.1 Selling or transferring land to another party

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

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

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

The agreement will also expire at the end of the original agreement term.

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

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

The new owner/occupier (transferee) should contact us for a Transfer Request Form, to fill in and return to us, using our details at Annex 9.

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

If either of the following apply:

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

we will terminate the agreement for that land.

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

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

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

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

6.8.2 Changes to customer details or businesses

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

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

6.8.3 When will agreement transfers take effect?

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

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

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

6.8.4 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.

6.9 Amendments to the agreement

6.9.1 Changes requested by the Agreement Holder

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

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

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

- amend or reschedule approved capital items
- amend or add multi-year options to a live agreement.

You should contact us if you would like to discuss an amendment to your agreement. If you want to change the deadline for completing capital items, you must contact us before the end of the original agreement period to complete them. This is usually 31 December of the second year of the agreement.

We must agree to the request before you make any changes to option location or management. All amendments to multi-year agreements come into effect from 1 January of the next calendar year. We will write to confirm if your request is successful.

The amendment will not be valid until you have received a letter from us agreeing to the amendment and advising you of the date from which it will take effect. You must continue to manage your agreement under the existing options requirements until the date the amendment takes effect.

6.9.2 Variation of agreements

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

Where the changes will significantly affect the land management required, or financial aspects of the agreement, we will tell you.

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

6.9.3 Minor and temporary adjustments to agreement management

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

Examples include:

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

You can request a minor and temporary adjustment to the management requirements set out in the agreement by filling in a [Minor and Temporary Adjustment form](#) on GOV.UK.

Once you have filled in the form, you need to return it to us by email to ruralpayments@defra.gov.uk. If you are unable to access the internet you can call us and request a paper form. We'll send you a form to fill in and return to us by post (see Annex 9 for our contact details).

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

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

If you act without written or conditional permission, recoveries and/or reductions for a breach of agreement may be applied – read Section 6.4 for more information.

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

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

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

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

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

6.9.4 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.

6.10 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 9 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 Countryside Stewardship Terms and Conditions

The terms and conditions of Countryside Stewardship

Parties

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

Background

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

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

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

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

(E) Additional Scheme requirements and more detailed information and guidance are set out in the Countryside Stewardship Manual and supplements available on www.gov.uk. The Agreement Holder must familiarise themselves with this document and ensure compliance with all mandatory elements of the relevant Countryside Stewardship Manual and supplements as a condition of receiving the Grant.

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

1 Definitions and interpretation

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

Definition	Interpretation
2020 Act	Agriculture Act 2020 c.21 as amended from time to time
Agreement	Has the meaning given to it in paragraph (D) of the Background to these terms and conditions
Agreement Document:	the document accompanying these terms and conditions, which describes the Grant to be paid to the Agreement Holder and the Capital Items and/or Multi-Year Options to be undertaken.
Agreement End Date:	the date on which the Agreement comes to an end, as set out in the Agreement Document.
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
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:	<p>i) the UK GDPR and any applicable national implementing Laws as amended from time to time;</p> <p>ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy;</p> <p>iii) all applicable Law about the Processing of personal data and privacy</p>

Definition	Interpretation
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
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.
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

Definition	Interpretation
Managing Authority:	the Department for Environment, Food and Rural Affairs (DEFRA), which has overall responsibility for the Countryside Stewardship scheme.
Multi-Year Option(s):	the land management the Agreement Holder is required to undertake, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map).
Natural England:	a non-departmental public body, established under the Natural Environment and Rural Communities Act 2006, which has responsibility for advising the Managing Authority on the protection of the natural environment in England, and providing technical advice to the Authority in support of the Scheme.
Option End Date:	the date on which the relevant Multi-Year Option comes to an end, as set out in the Agreement Document.
Option Start Date:	the date on which the relevant Multi-Year Option commences, as set out in the Agreement Document.
Payment Claim:	a claim submitted by the Agreement Holder for payment of all or part the Grant where applicable.
Personal Data:	has the meaning given to it in the Data Protection Legislation
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) 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.

3.4.11 Land that is under another obligation such as planning permission or Section 106 requirements

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

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

3.5 Agricultural activity in woodland areas

You must not use any woodland in an agreement for any agricultural activity during the period of that agreement, unless your Woodland Officer has granted you permission. This will be in exceptional circumstances only. Read Section 3.1.1 for the definition of woodland.

Annex 2a List of Higher Tier multi-year options

List includes the code, name and payment rate for each Higher Tier multi-year option.

Code	Option Name	Option Payment Rate
AB1	Nectar flower mix	£579/ha
AB2	Basic overwinter stubble	£58/ha
AB3	Beetle banks	£636/ha
AB4	Skylark plots	£20/ha (£10 per plot, minimum 2 plots/ha)
AB5	Nesting plots for lapwing and stone curlew	£566/ha
AB6	Enhanced overwinter stubble	£493/ha
AB7	Whole crop cereals	£554/ha
AB8	Flower-rich margins and plots	£628/ha
AB9	Winter bird food	£640/ha
AB10	Unharvested cereal headland	£640/ha
AB11	Cultivated areas for arable plants	£544/ha
AB12	Supplementary winter feeding for farmland birds	£657 per tonne (for every 2 hectares of winter bird food)
AB14	Harvested low input cereal	£236/ha
AB15	Two year sown legume fallow	£569/ha
AB16	Autumn sown bumblebird mix	£608/ha
BE1	Protection of in-field trees on arable land	£475/ha
BE2	Protection of in-field trees on intensive grassland	£260/ha

Code	Option Name	Option Payment Rate
BE3	Management of hedgerows	£9 per 100 meters for 1 side of a hedge
BE4	Management of traditional orchard	£247/ha
BE5	Creation of traditional orchards	£342/ha
BE6	Veteran tree surgery	£326 per tree
BE7	Supplement for restorative pruning of fruit trees	£96 per tree
CT1	Management of coastal sand dunes and vegetated shingle	£299/ha
CT2	Creation of coastal sand dunes and vegetated shingle on arable land and improved grassland	£420/ha
CT3	Management of coastal saltmarsh	£90/ha
CT4	Creation of inter-tidal and saline habitat on arable land	£594/ha
CT5	Creation of inter-tidal and saline habitat by non-intervention	£420/ha
CT6	Coastal vegetation management supplement	£117/ha
CT7	Creation of inter-tidal and saline habitat on intensive grassland	£422/ha
ED1	Educational access	£309 per visit
GS1	Take field corners out of management	£333/ha
GS2	Permanent grassland with very low inputs (outside SDAs)	£132/ha
GS3	Ryegrass seed-set as winter food for birds	£426/ha

Code	Option Name	Option Payment Rate
GS4	Legume and herb-rich swards	£358/ha
GS5	Permanent grassland with very low inputs in SDAs	£71/ha
GS6	Management of species-rich grassland	£182/ha
GS7	Restoration towards species-rich grassland	£205/ha
GS8	Creation of species-rich grassland	£374/ha
GS9	Management of wet grassland for breeding waders	£323/ha
GS10	Management of wet grassland for wintering waders and wildfowl	£197/ha
GS11	Creation of wet grassland for breeding waders	£480/ha
GS12	Creation of wet grassland for wintering waders and wildfowl	£403/ha
GS13	Management of grassland for target features	£131/ha
GS14	Creation of grassland for target features	£372/ha
GS15	Haymaking supplement	£37/ha
GS16	Rush infestation control supplement	£77/ha
GS17	Lenient grazing supplement	£23/ha
HS1	Maintenance of weatherproof traditional farm buildings	£4.03 per square metre
HS2	Take historic and archaeological features out of cultivation	£459/ha

Code	Option Name	Option Payment Rate
HS3	Reduced-depth, non-inversion cultivation on historic and archaeological features	£88/ha
HS4	Scrub control on historic and archaeological features	£163/ha
HS5	Management of historic and archaeological features on grassland	£39/ha
HS6	Maintenance of designed / engineered water bodies	£480/ha
HS7	Management of historic water meadows through traditional irrigation	£480/ha
HS8	Maintenance of weatherproof traditional farm buildings in remote areas	£6.86/ per square metre
HS9	Restricted depth crop establishment to protect archaeology under an arable rotation	£199/ha
LH1	Management of lowland heathland	£335/ha
LH2	Restoration of forestry and woodland to lowland heathland	£214/ha
LH3	Creation of heathland from arable or improved grassland	£577/ha
OP1	Overwintered stubble	£156/ha
OP2	Wild bird seed mixture	£640/ha
OP3	Supplementary feeding for farmland birds	£756 per tonne (for every 2 hectares of wild bird seed mixture)
OP4	Multi species ley	£115/ha
OP5	Undersown cereal	£233/ha

Code	Option Name	Option Payment Rate
OR1	Organic conversion – improved permanent grassland	£150/ha
OR2	Organic conversion – unimproved permanent grassland	£76/ha
OR3	Organic conversion – rotational land	£256/ha
OR4	Organic conversion – horticulture	£602/ha
OR5	Organic conversion – top fruit	£960/ha
OT1	Organic land management – improved permanent grassland	£20/ha
OT2	Organic land management – unimproved permanent grassland	£31/ha
OT3	Organic land management – rotational land	£109/ha
OT4	Organic land management – horticulture	£380/ha
OT5	Organic land management – top fruit	£960/ha
OT6	Organic land management – enclosed rough grazing	£48/ha
SP1	Difficult sites supplement	£71/ha
SP2	Raised water level supplement	£127/ha
SP3	Bracken control supplement	£175/ha
SP4	Control of invasive plant species supplement	£340/ha
SP5	Shepherding supplement	£8/ha
SP6	Cattle grazing supplement	£39/ha

Code	Option Name	Option Payment Rate
SP7	Introduction of cattle grazing on the Scilly Isles	£279/ha
SP8	Native breeds at risk supplement	£142/ha
SP9	Threatened species supplement	£154/ha
SP10	Administration of group managed agreements supplement	£6/ha
SW1	4-6m buffer strip on cultivated land	£419/ha
SW2	4-6m buffer strip on intensive grassland	£213/ha
SW3	In-field grass strips	£624/ha
SW4	12-24m next to terrestrial sites which are sensitive to nitrogen	£578/ha
SW5	Enhanced management of maize crops	£159/ha
SW6	Winter cover crops	£124/ha
SW7	Arable reversion to grassland with low fertiliser input	£321/ha
SW8	Management of intensive grassland adjacent to a watercourse	£202/ha
SW9	Seasonal livestock removal on intensive grassland	£106/ha
SW10	Seasonal livestock removal on grassland in SDAs next to streams, rivers and lakes	£63/ha
SW11	Riparian management strip	£480/ha
SW12	Making space for water	£640/ha
SW13	Very low nitrogen inputs to groundwaters	£348/ha
SW14	Nil fertiliser supplement	£148/ha

Code	Option Name	Option Payment Rate
SW15	Flood mitigation on arable land	£488/ha
SW16	Flood mitigation on permanent grassland	£272/ha
SW17	Raised water level on cropped or arable land on peat soils	£449/ha
SW18	Raised water levels on grassland on peat soils	£417/ha
UP1	Enclosed rough grazing	£43/ha
UP2	Management of rough grazing for birds	£110/ha
UP3	Management of moorland	£51/ha
UP4	Management of moorland vegetation supplement	£10/ha
UP5	Moorland re-wetting supplement	£23/ha
UP6	Upland livestock exclusion supplement	£18/ha
WD1	Woodland creation – maintenance payments	£300/ha
WD2	Woodland improvement	Minimum £1000 per year for 10ha or less £100 ha per year for over 10ha
WD3	Woodland edges on arable land	£376/ha
WD4	Management of wood pasture and parkland	Lowland payment rate (outside the SDA) £148/ha
WD5	Restoration of wood pasture and parkland	Lowland payment rate (outside the SDA) £329/ha
WD6	Creation of wood pasture	Lowland payment rate (outside the SDA) £499/ha

Code	Option Name	Option Payment Rate
WD7	Management of successional areas and scrub	£83/ha
WD8	Creation of successional areas and scrub	£128/ha
WD9	Livestock exclusion supplement – scrub and successional areas	£74/ha
WD10	Management of wood pasture and parkland	Upland payment rate (inside the SDA) £212/ha
WD11	Restoration of wood pasture and parkland	Upland payment rate (inside the SDA) £316/ha
WD12	Creation of wood pasture	Upland payment rate (inside the SDA) £333/ha
WT1	Buffering in-field ponds and ditches in improved grassland	£275/ha
WT2	Buffering in-field ponds and ditches on arable land	£563/ha
WT3	Management of ditches of high environmental value	£42 per 100 metres (for the management of both sides of the ditch)
WT4	Management of ponds of high wildlife value (100 sq m or less)	£114 per pond
WT5	Management of ponds of high wildlife value (more than 100 sq m)	£202 per pond
WT6	Management of reed bed	£80/ha
WT7	Creation of reed bed	£323/ha
WT8	Management of fen	£35/ha
WT9	Creation of fen	£507/ha
WT10	Management of lowland raised bog	£178 per hectare

Code	Option Name	Option Payment Rate
WT11	Wetland cutting supplement	£480/ha
WT12	Wetland grazing supplement	£407/ha

Annex 2b List of Higher Tier capital items

List includes the code, name and payment rate for each Higher Tier capital item.

Code	Capital Item Name	Capital item Payment Rate
AQ1	Automatic slurry scraper	£2760 per passageway/channel
AQ2	Low ammonia emission flooring for livestock buildings	£72 per square metre
BN1	Stone-faced bank repair	£31 per metre
BN2	Stone-faced bank restoration	£86 per metre
BN3	Earth bank creation	£13.50 per metre
BN4	Earth bank restoration	£7 per metre
BN5	Hedgerow laying	£9.40 per metre
BN6	Hedgerow coppicing	£4 per metre
BN7	Hedgerow gapping-up	£9.50 per metre
BN8	Hedgerow supplement – casting up	£3 per metre
BN9	Hedgerow supplement – substantial pre-work	£4.10 per metre
BN10	Hedgerow supplement – top binding and staking	£3.40 per metre
BN11	Planting new hedges	£11.60 per metre
BN12	Stone wall restoration	£25 per metre
BN13	Stone wall – top wiring	£3.60 per metre
BN14	Stone wall supplement – stone from quarry	£44 per metre

Code	Capital Item Name	Capital item Payment Rate
BN15	Stone wall supplement – difficult sites	£7.90 per metre
FG1	Fencing	£4 per metre
FG2	Sheep netting	£4.90 per metre
FG3	Permanent electric fencing	£4.90 per metre
FG4	Rabbit fencing supplement	£2.50 per metre
FG5	Fencing supplement – difficult sites	£1.24 per metre
FG7	Anti-predator combination fencing	£11.10 per metre
FG8	Anti-predator temporary electric fencing	£2.85 per metre
FG9	Deer fencing	£7.20 per metre
FG10	Temporary deer fencing	£5.20 per metre
FG11	Deer exclosure plot	£136 per unit
FG12	Wooden field gate	£390 per gate
FG13	Stone gate post	£280 per post
FG14	Badger gates	£135 per gate
FG15	Water gates	£240 per gate
FG16	Deer pedestrian gate	£271.50 per gate
FG17	Deer vehicle gate	£344.60 per gate
LV1	Cattle grid	£835 per item
LV2	Livestock handling facilities	up to 80% of costs
LV3	Hard bases for livestock drinkers	£110 per base
LV4	Hard bases for livestock feeders	£170 per base
LV5	Pasture pumps and associated pipework	£220 per pump

Code	Capital Item Name	Capital item Payment Rate
LV6	Ram pumps and associated pipework	£1,480 per pump
LV7	Livestock troughs	£110 per trough
LV8	Pipework for livestock troughs	£2.65 per metre
PA1	Implementation plan	£1,100 per plan
PA2	Feasibility study	up to 100% of actual costs
RP1	Resurfacing of gateways	£92 per gateway
RP2	Gateway relocation	£340 per gateway
RP3	Watercourse crossings	£300 per crossing
RP4	Livestock and machinery hardcore tracks	£33 per metre
RP5	Cross drains	£245 per drain
RP6	Installation of piped culverts in ditches	£340 per culvert
RP7	Sediment ponds and traps	£10 per square metre
RP8	Constructed wetlands for the treatment of pollution	50% of costs
RP9	Earth banks and soil bunds	£155 per unit (one unit equals 100m of bund)
RP10	Silt filtration dams or seepage barriers	£75 per unit
RP11	Swales	£5.95 per square metre
RP12	Check dams and woody debris structures	£42 for each dam
RP13	Yard – underground drainage pipework	£5.50 per metre
RP14	Yard inspection pit	£200 per unit
RP15	Concrete yard renewal	£27.14 per square metre
RP16	Rainwater goods	£11.40 per metre

Code	Capital Item Name	Capital item Payment Rate
RP17	Storage tanks underground	£350 per cubic metre
RP18	Above ground tanks	£100 per cubic metre
RP19	First-flush rainwater diverters/downpipe filters	£125 per unit
RP20	Relocation of sheep dips and pens	£3,675 per unit
RP21	Relocation of sheep pens only	£1,830 per unit
RP22	Sheep dip drainage aprons and sumps	£18.25 per square metre
RP23	Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	£68 per unit
RP24	Lined biobed plus pesticide loading and washdown area	£118 per square metre
RP25	Lined biobed with existing washdown area	£77 per square metre
RP26	Biofilters	£990 per unit
RP27	Sprayer or applicator load and wash-down area	£40 per square metre
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores, silage stores)	£62 per square metre
RP29	Self-supporting covers for slurry and anaerobic digestate stores	£30.50 per square metre
RP30	Floating covers for slurry and anaerobic digestate stores and lagoons	£5.60 per square metre
RP31	Equipment to disrupt tramlines in arable areas	£1,500 per machine

Code	Capital Item Name	Capital item Payment Rate
RP32	Small leaky woody dam (1m to 2.99m) Indicative designs for small leaky woody dams are in Annex 2c	£461.39 per dam
RP33	Large leaky woody dam (3m to 5m) Indicative designs for large leaky woody dams are in Annex 2c	£764.42 per dam
SB1	Scrub control and felling diseased trees	There is a separate table below with these rates
SB2	Scrub control - difficult sites	80% of actual costs
SB3	Tree removal	£144 per tree
SB4	Chemical bracken control	£170/ha
SB5	Mechanical bracken control	£169/ha
SB6	Rhododendron control	£2,800/ha to £4,400/ha depending on slope of site and height of plant
TE1	Planting standard hedgerow tree	£8.80 per tree
TE2	Planting standard parkland tree	£24.50 per tree
TE3	Planting fruit trees	£22.50 per tree
TE4	Supply and plant tree	£1.28 per tree
TE5	Supplement for use of individual tree-shelters	£1.60 per unit
TE6	Tree guard (tube and mesh)	£4 per guard
TE7	Tree guard (wood post and rail)	£59.50 per guard
TE8	Tree guard (wood post and wire)	£84 per guard
TE9	Parkland tree guard - welded steel	£170 per tree

Code	Capital Item Name	Capital item Payment Rate
TE10	Coppicing bank-side trees	£52 per tree
TE11	Tree surgery	£96.50 per tree when cutting limbs up to and including 20cm in diameter
TE12	Stump grinding	£24 per stump
TE13	Creation of dead wood habitat on trees	£175 per tree
TE14	Identification of orchard fruit tree varieties	£29 per variety
AC1	Access capital items	Up to 100% of actual costs
AC2	Countryside Educational Visits Accreditation Scheme (CEVAS)	£175 once per agreement
FM1	Management of geodiversity features	Up to 100% of actual costs
FM2	Major preparatory work for priority habitats (creation and restoration) and priority species	Up to 100% of actual costs
HE1	Historic and archaeological feature protection	Up to 100% of actual costs
HE3	Removal of eyesore	£290 per item
WB1	Small wildlife box	£28.50 per box
WB2	Medium wildlife box	£39 per box
WB3	Large wildlife box	£100 per box
WN1	Blocking grips or drainage channels	£14.80 per block
WN2	Creation of scrapes and gutters	£2.80 per square metre
WN3	Ditch, dyke and rhine restoration	£7.30 per metre
WN4	Ditch, dyke and rhine creation	£8.40 per metre

Code	Capital Item Name	Capital item Payment Rate
WN5	Pond management (100 square metres or less)	£270 per pond
WN6	Pond management (more than 100 square metres)	£170 per 100 square metres
WN7	Restoration of large water bodies	Up to 100% of actual costs
WN8	Timber sluice	£315 per sluice
WN9	Brick, stone or concrete sluice	£2,480 per sluice
WN10	Construction of water penning structures	Up to 100% of actual costs
FY1	Deer high seat	£300 per unit
FY2	Woodland infrastructure	40% of actual costs

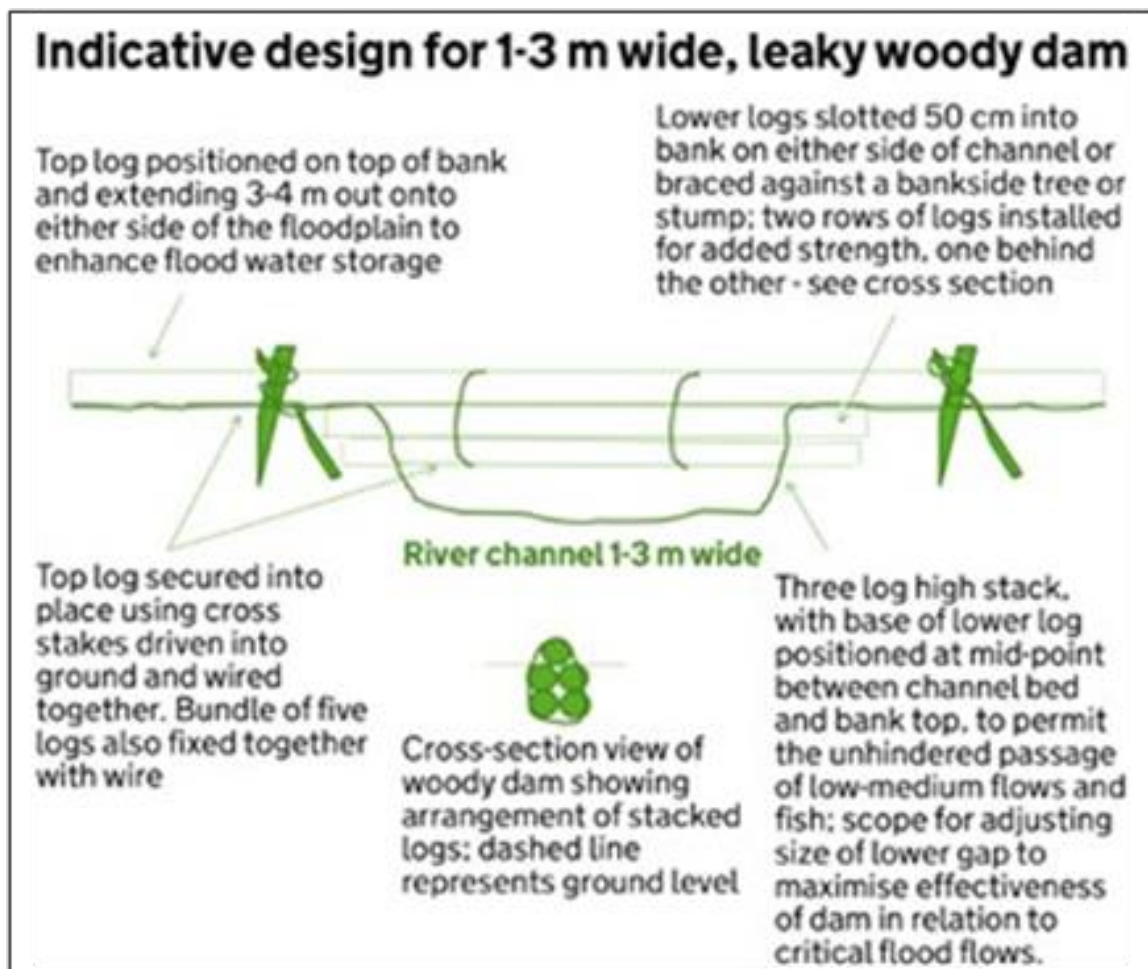
Annex 2c Indicative designs for leaky woody dams

Examples of a small and a large leaky woody dam.

Small leaky woody dam (RP32): 1m to 2.99m wide

Indicative design for 1 to 3 metres wide, leaky woody dam 1. A cross section view of a 3 log high woody dam shows the arrangement of the stacked logs – 2 logs at the base with another 2 logs directly on top of them. The final log is at the top of the log stack, positioned in the dip between the 2 logs below it. Ground level is shown as being between the second row of logs from the bottom and the top log.

1. The base of the lower logs is positioned at mid-point between the channel bed and bank top, to permit the unhindered passage of low-medium flows and fish. There is scope for adjusting the size of the lower gap to maximise the effectiveness of the dam in relation to critical flood flows.
2. The lower logs are slotted 50cm into the bank on either side of the channel or braced against a bankside tree or stump. There are 2 rows of logs installed for added strength, one behind the other.
3. The top log is positioned on top of bank and extends 3 to 4 metres out onto either side of the floodplain to enhance flood water storage
4. The top log is secured into place using cross stakes driven into the ground and wired together. Bundle of 5 logs also fixed together with wire.



Large leaky woody dam (RP33) – 3m to 5m wide,

Indicative design for 3 to 5 metres wide, leaky woody dam

1. A cross section view of a 4 log high woody dam shows the arrangement of the stacked logs – 2 logs at the base with another 2 logs directly on top of them, then another 2 logs directly on top of those. The final log is at the top of the log stack, positioned in the dip between the 2 logs below it. Ground level is shown as being between the second and third row of logs from the bottom.
2. The base of the lower logs is positioned at mid-point between the channel bed and bank top, to permit the unhindered passage of low-medium flows and fish. There is scope for adjusting the size of the lower gap to maximise the effectiveness of the dam in relation to critical flood flows.

3. The lower logs are slotted 50cm into the bank on either side of the channel or braced against a bankside tree or stump. There are 2 rows of logs installed for added strength, one behind the other.
4. The top 2 logs are positioned on top of bank and extend 5 to 6 metres out onto either side of the floodplain to enhance flood water storage. There are 2 rows of logs used at ground level for added stability.
5. The top 2 logs are secured into place using cross stakes driven into the ground and wired together. Bundle of 7 logs also fixed together with wire.

Annex 3 Scoring Higher Tier Applications

All eligible initial applications for Higher Tier are scored, apart from where they only include organic management and conversion options.

Agri-environment only

We score these applications, as shown in Tables 1 to 3 below, and then rank them by score. A national threshold is set based on the budget that is available. If your application scores above this threshold, a Natural England adviser will offer support to help you develop a final application. At Defra's discretion, Natural England may be able to offer support to develop some applications that score below the national threshold.

We give a score only for features that need management that is only available in Higher Tier. You can include features suited to Mid Tier management in your Higher Tier application, but they will not contribute to your score.

If we reject your application following Higher Tier scoring, Mid Tier may be more suitable for your holding.

Organic management and conversion options are not scored. If your application contains these options and you meet the eligibility requirements, we will offer you an agreement. If your Higher Tier application fails the overall scoring process, you will be given the option to continue with an agreement that contains just the organic management and conversion options.

Woodland only

If you are applying for Higher Tier woodland improvement (WD2 or capital items), you will need to score your initial application yourself. Follow the guidance in Annex 5 and in 'How to complete the Countryside Stewardship Higher Tier application form' that is included with your application pack. The Forestry Commission ranks the applications by score and a national threshold is set. If your application scores above this threshold, a Forestry Commission adviser will offer support to help you develop a final application. The adviser will confirm the final score for your application for woodland improvement while working with you.

Once the deadline for submitting final applications has passed, applications will be ranked by their agreed scores and a threshold set. If your application scores above this threshold, we will offer you an agreement.

Mixed

Natural England and/or the Forestry Commission use a combination of the methods detailed above to score an initial application that contains both agri-environment and woodland parts. If the agri-environment part of your mixed application is rejected, you might be able to continue with a woodland only application or the Mid Tier may be more suitable for your holding. If the woodland part is rejected you may be able to continue with an agri-environment only application.

Table 1: Higher Tier scoring process for agri-environment only and mixed initial applications

Step 1 – Basic score for land-based features

This is for Priority Habitats, Water Quality and Historic Environment features/issues. To receive a score they must be included in the initial application and require management only available under Higher Tier. Most Priority Habitats also have a minimum area requirement below which they are not scored – see Table 2.

Criteria:

- Each of these features on the holding has a priority level of High, Medium or Low. These are taken at the Rural Payments service land parcel level. They are as described in local priority statements and targeting maps and in Table 2. Each priority level has an associated Baseline Priority Score.
- Historic Environment features simply score their Baseline Priority Score for each parcel (field) offered supporting that feature.
- Each Priority Habitat feature or Water Quality issue has its own 'Value per unit' to consider in addition to the Baseline Priority Score. These values are based on the priority level, location and comparative rarity of each feature. These are shown in Table 2 and in most cases the units are hectares. For each of these features/issues, the score is calculated as:

Baseline Priority Score + (number of units x value per unit).

- Where multiple features/issues appear in a parcel, that parcel can score for each feature/issue.

The sum of all these scores provides the Basic Score for land-based features. Where Priority Habitats occur on SSSIs an additional score will be applied (see Additional Scores below).

Scoring Process

Priority Level	Baseline Priority Score
High	1,000
Medium	100
Low	10

Example 1: Priority Habitat

Four hectares of lowland heathland Priority Habitat.

Lowland heathland is a High priority so its Baseline Priority Score is 1000 points.

Its Value per unit is 100 points per hectare.

The score is calculated as: $1000 + (4 \times 100) = 1,400$ points.

Example 2: Historic Environment (HE)

One High Priority HE feature across 2 parcels and 3 Medium Priority HE features on 3 parcels.

The score is calculated as: $(2 \times 1,000) + (3 \times 100) = 2,300$ points.

Step 2 – Species score

This is for the:

- WPFWP Section 41 (S41) Species requiring bespoke management (as defined in the NERC Act)
- Woodland Bird assemblage and Breeding Wader assemblage (as referred to in the statement of priorities).

To receive a score they must be included in the initial application. These features have minimum area requirements, below which they are not scored – see Table 3.

Criteria

These are scored in the same way as Priority Habitats in Step 1:

Baseline Priority Score + (value per unit x the number of units).

Except that if the area has already been scored for biodiversity, the Baseline Priority Score alone is counted.

Check the information in Table 3 for the priority levels and value per hectare scores for these features. They are all High Priority features so the Baseline Priority Score is 1,000 points for all of them.

For the Wild Pollinator and Farm Wildlife Package (WPFWP) the Value per unit is 30 points per unit. The unit to be scored is the area, in hectares, of the arable, temporary grass and permanent grassland parcels to be included, excluding any areas of Priority Habitat grassland.

For S41 species requiring bespoke management, Woodland Bird assemblage and Breeding Wader assemblage the value per unit is 100 points per unit. The unit to be scored is the area in hectares being managed for the species or assemblage.

Three species in the Breeding Wader assemblage are also S41 species requiring bespoke management. These species score as above as an S41 species and additionally receive the Baseline Priority Score (1,000 points) for the assemblage.

The sum of the individual species category scores provides a Species Score.

Scoring Process

Species category	Species Score Calculation
WPFWP	Baseline Priority Score + (value per unit x units)
S41 or Woodland Bird assemblages or Breeding Waders on Priority Habitat	Baseline Priority Score
S41 or Woodland assemblage Birds or Breeding Waders on non-Priority Habitat	Baseline Priority Score + (value per unit x units)
S41 and Breeding Waders	Baseline Priority Score + S41 score

Species Score = sum of Species category scores

Example 1: WPFWP

Farmed land (50 hectares) proposed for the WPFWP in a target area. Baseline priority score (high) = 1000 points. Value per unit = 30 points per hectare Score = $1000 + (30 \times 50) = 2,500$ points.

Example 2: Curlew (an S41 species)

Rough grazing land (20 hectares) proposed for management to benefit Curlew.

Curlew is an S41 species requiring bespoke management and is in the Breeding Wader Assemblage.

S41 species Baseline priority score = 1,000 points.

S41 species Value per unit = 100 points per hectare.

S41 score = $1000 + (100 \times 20) = 3,000$ points.

The score for the Wader Assemblage is only the Baseline priority score (1,000 points) because the area has already been scored for S41 species.

Step 3 – Calculate the Total Basic Score

The Total Basic Score is calculated by adding together the Basic score for land based features and the Species Score.

Total Basic Score = Basic score for land based features + Species Score.

Step 4 – Calculate the Additional Score

SSSI: Applicant has included SSSI features:

Add 10% of Total Basic Score, but only for the SSSI area

Genetic conservation:

- Applicant has included priority habitats where native
- Breeds at risk are appropriate and have been proposed.

Add 5% to the Total Basic Score.

Educational access proposed.

Add 5% to the Total Basic Score.

Facilitation fund: Applicant confirmed as being part of a Facilitation Fund group.

Add 5% to the Total Basic Score.

Step 5 – Calculate the Final Score

The Final Score is calculated by adding the Total Basic Score and any Additional Scores.

Where no Higher Tier features are proposed the application will be ineligible and a score of 0 will be applied.

Final Score = Total Basic Score + any Additional Scores

Step 6 – Ranking of all initial applications

If resource limitations require a threshold to be set, the final score is used to rank all the initial applications in the 'pipeline' for Higher Tier agreements.

Step 7 – Final applications

These are scored in the same way as the initial application.

If there is an issue resourcing the final agreements the scores between the final application and initial application are compared to confirm the offer remains the same.

Step 8 – Ranking of all applications

If resources are available all eligible final applications will be taken forward.

Table 2: Value scores for habitats, water quality and historic environment

Priority habitats

Habitat	Option Type	Minimum Area	Priority Level	Value/Ha score
Lowland calcareous grassland	Management/ restoration	0.5ha	High	100
Lowland calcareous grassland	Creation	0.5ha	High	90
Lowland dry acid grassland	Management/ restoration	0.5ha	High	100
Lowland dry acid grassland	Creation	0.5ha	High	90
Purple moor-grass and rush pasture	Management/ restoration	0.5ha	High	100
Purple moor-grass and rush pasture	Creation	0.5ha	High	90

Habitat	Option Type	Minimum Area	Priority Level	Value/Ha score
Lowland meadows	Management/ restoration	0.5ha	High	200
Lowland meadows	Creation	0.5ha	High	180
Upland hay meadows	Management/ restoration	0.5ha	High	200
Upland hay meadows	Creation	0.5ha	High	180
Calaminarian grassland	Management/ restoration	0.5ha	High	200
Calaminarian grassland	Creation	0.5ha	High	180
Upland calcareous grassland	Management/ restoration	2 ha	High	100
Upland calcareous grassland	Creation	2ha	High	90
Lowland heath	Management/ restoration	2ha	High	100
Lowland heath	Creation	2ha	High	90
Upland heath (heather moorland)	Management/ restoration (no creation option)	5ha	High	10
Blanket bog	Management/ restoration (no creation option)	part of upland heath	High	67
Mountain heath and willow scrub	Management/ restoration (no creation option)	part of upland heath	High	100

Habitat	Option Type	Minimum Area	Priority Level	Value/Ha score
Inland rock outcrop and scree	N/A - Inland rock and scree does not score separately, but it is scored - as part of the upland heath/heather moorland mosaic	-	N/A	N/A
Limestone pavement	Management/ restoration (no creation option)	2ha	High	100
Upland flushes, fens and swamps	Management/ restoration (no creation option)	0.5ha	High	100
Lowland fens	Management/ restoration	0.5ha	High	100
Lowland fens	Creation	0.5ha	High	90
Reedbeds	Management/ restoration	2ha	High	100
Reedbeds	Creation	Creation	High	90
Lowland raised bogs	Management/ restoration (no creation option)	Management/ restoration (no creation option)	High	200
Coastal and floodplain grazing marsh where part of a wetland complex identified in the Breeding Wader Strategy as an important focus area	Management/ restoration	Management/ restoration	High	67

Habitat	Option Type	Minimum Area	Priority Level	Value/Ha score
and either currently supports, or is capable of supporting, breeding waders; or on individual sites which support breeding wader assemblages and where water level management is part of proposal; or on areas with networks of ditches of high nature conservation value				
Coastal and floodplain grazing marsh (as above)	Creation	5ha	High	60
Maritime cliff and slope	Managed as grassland or heathland	250m	High	4 per metre (length of cliff not height)
Coastal saltmarsh	Management/ restoration	5ha	High	67
Coastal saltmarsh	Creation	5ha	High	60
Coastal sand dunes	Management/ restoration	5ha	High	67
Coastal sand dunes	Creation	5ha	High	60
Saline lagoons	No direct management		Would score as a scheme priority	N/A

Habitat	Option Type	Minimum Area	Priority Level	Value/Ha score
	options under the scheme		under water quality measures below, if applicable	
Wood pasture and parkland	Management/ restoration	5ha	High	20
Wood pasture	Creation	5ha	High	18
Traditional orchards	Management/ restoration	2ha unless part of orchard network	High	500
Traditional orchards	Creation	2ha unless part of orchard network	High	450
Riparian habitats associated priority lakes and rivers	Management/ restoration	0.5ha	High	100
Riparian habitats associated priority lakes and rivers	Creation	0.5ha	High	90
Woodland - high priority	Management/ restoration	0.5ha	High	100
Woodland - medium priority	Management/ restoration	0.5ha	Medium	10
Woodland - low priority	Management/ restoration	0.5ha	Medium	1

Water quality

Water Quality and Flood Risk management	Minimum Area	Priority Level	Value/ha Score
Nitrogen	none defined	High	50
Phosphorous	none defined	High	50
Sediment	none defined	High	50
Faecal coliforms	none defined	High	50
Pesticides	none defined	High	50
Flood risk management	none defined	High	50
Nitrogen	none defined	Medium	5
Phosphorous	none defined	Medium	5
Sediment	none defined	Medium	5
Faecal coliforms	none defined	Medium	5
Pesticides	none defined	Medium	5
Flood risk management	none defined	Medium	5
Nitrogen	none defined	Low	0.5

Water Quality and Flood Risk management	Minimum Area	Priority Level	Value/ha Score
Phosphorous	none defined	Low	0.5
Sediment	none defined	Low	0.5
Faecal coliforms	none defined	Low	0.5
Pesticides	none defined	Low	0.5
Flood risk management	none defined	Low	0.5
Unmanaged Conifer to meet UKFS within catchments subject to eutrophication and acidification to reduce pressure on the water environment	0.5ha	High	100

Historic environment

Historic Environment	Priority Level	Value per parcel Score
Heritage at risk - designated HE features that appear on the EH register as 'High Risk'	High	1,000
Prioritised historic buildings - high priority for restoration	High	1,000
SHINE 4 high significance	High	1,000
National designations at medium and low risk - designated HE features that are currently rated as 'medium' or 'low' risk on the EH register.	High	1,000
SHINE medium and low significance	Medium	100

Historic Environment	Priority Level	Value per parcel Score
Designated and undesignated traditional farm buildings in need of maintenance	Medium	100
Priority undesignated historic parklands	Medium	100

Table 3: Value scores for biodiversity priorities

Biodiversity Priority	Minimum Area	Priority Level	Value/ha Score
Wild pollinator and farm wildlife package	5% of relevant land under WPFWP options	High	30
<p>S. 41 species with bespoke management needs (The 100 points/ha area score and 0.5 hectares minimum threshold only apply to bespoke species occurring on non-Priority Habitats and outside WPFWP areas where we have sufficiently detailed data - in 2015 this was for birds and butterflies.</p> <p>Where bespoke species occur on Priority Habitat they will score the area score for that habitat and will need to meet the minimum threshold for that habitat, which may be different, as listed earlier in the annex.)</p>	0.5ha	High	100

Biodiversity Priority	Minimum Area	Priority Level	Value/ha Score
Woodland bird assemblage	0.5ha	High	No area score
<p>Breeding wader assemblages (The 0.5 hectares minimum threshold only applies to breeding wader assemblages occurring on non-Priority Habitats.</p> <p>Where breeding wader assemblages occur on Priority Habitat they will need to meet the minimum threshold for that habitat, which may be different, as listed earlier in the annex.)</p>	0.5ha	High	100/ha unless area already scored for PH, WPFWP or S. 41

Annex 4 Applying for the Higher Tier Wild Pollinator and Farm Wildlife Packages

The Higher Tier Wild Pollinator and Farm Wildlife Package (WPFWP) groups selected management options together. These options help you to provide farmland wildlife with the essential resources they need to thrive and breed successfully.

If you include the WPFWP in your application, it will increase your application's score. Applications with a higher score are more likely to be offered an agreement.

Benefits for wildlife

A Higher Tier WPFWP will help you to support your local wildlife, including:

- wild pollinators - such as solitary bees and bumble bees
- farmland birds - such as grey partridge, skylark and yellowhammer
- other farmland wildlife - such as rare arable plants, great crested newts, bats and brown hare.

How it works

The package focuses on the farmed land on your holding and includes a range of management options. These options help you to provide essential resources for wildlife.

- Essential Resource 1: Nectar and pollen sources for insect pollinators and insect-rich foraging for birds
- Essential Resource 2: Nesting, hibernation and shelter for insect pollinators and birds
- Essential Resource 3: Winter food for seed-eating birds.

You can read the details of these options in Table 1. You can also choose from the list of additional options in Table 2. Choosing more options is usually better for wildlife because you will provide a greater range of habitats and food/nesting resources. As with all Higher Tier, you must meet the management requirements for each of the options you choose.

Section 4.2 sets out the support that is available when choosing options. The minimum requirements for the package are as follows:

- you must meet the minimum requirements for each of the essential resource categories. These are expressed in hectares (or in metres for the hedge and ditch options)
- make sure that the area covered by the package options is at least 5% of the total area of farmed land included in your application. Depending on the options you choose you may be required to commit more than 5%.

You can add a range of other management options and capital items in addition to your WPFWP package with Higher Tier.

Who can apply for Higher Tier WPFWP

You must meet one of the following criteria to be considered for the Higher Tier WPFWP:

1. Have an Environmental Stewardship agreement that is coming to an end. Your agreement must have included management options that focused on farmed wildlife. Your agreement must have been successful based on the quality of options delivered and/or evidence of biological responses by key farmland species.
2. Have a holding that meets the qualifying criteria for range-restricted farmland bird assemblages and/or wild bee species. You should check your holding on Magic maps on the MAGIC website. To qualify, your holding must be partly or wholly located in tetrad (2 x 2 kilometres recording square) that supports one or both of the following:
 - 3 of the 6 range-restricted farmland bird assemblages
 - 7 of the 13 wild bee species associated with the wider countryside.

Scoring and the WPFWP

If you meet the minimum requirements of the WPFWP, your application score will automatically receive an increase.

You can read information on scoring in Annex 3.

Eligible land

The WPFWP can only be located on BPS declared arable land, temporary grassland and permanent grassland. All other land uses are excluded from this package. You must also meet the eligibility criteria for the Higher Tier. Read Section 3.

Tools to help you decide how much land to include

You can use the information in the tables on the following pages to make your calculations.

- Not all land needs to be included in your application for WPFWP, it can cover either the whole or part of your farm.
- You must meet the minimum requirements of the package.
- You can choose to include more land than the minimum in your application.

Maximise the benefit for farmed wildlife

To increase the impact of the WPFWP package:

- choose more options and spread the location of the options across the farm
- select both legume and perennial flower-based mixes as these will provide nectar and pollen sources for a longer period of time over the summer and autumn
- spread options delivering nectar and pollen across the farm, so that it benefits as many wild pollinators and birds as possible
- choose the hedgerow management option. Well-managed hedgerows can provide valuable spring foraging for wild pollinators, as well as good nesting habitat for birds
- create a mixture of habitats, from tussocky, uncut grass to areas of warm, dry, bare ground that remain undisturbed for the breeding cycle. These will provide wild pollinators and farmland birds places to nest and, shelter and overwinter/hibernation areas for pollinators
- provide both annual and biennial wild bird seed mixes as they will benefit a broader range of farmland birds
- place skylark plots over some/all of the area of winter cereal crops

- stubble works best if the preceding crop is barley and spring- sown

consider selecting one or more additional options to focus on particular species or features

- you can find some typical option combinations for arable, pastoral and mixed farms in Table 3.

How to build a Higher Tier Wild Pollinator and Farm Wildlife Package

1. Work out the area of land that is eligible and decide how much to include in your application.
2. Use Table 1 below to choose your options. You must choose options that meet the minimum requirements for each Essential Resource.
3. Make sure that you manage any Scheduled Monuments appropriately
4. Choose how many hectares you want to enter into each option (how many metres for hedgerows and ditches). You must meet the minimum requirements for each Essential Resource.
5. Generally choosing more options is better for farmed wildlife. Consider whether you can include more than the minimum requirements. You may wish to include additional options from Table 2.
6. Check carefully that you have met the minimum requirements of the package. You can use the information in the tables below to make your calculations.
7. Fill in your Higher Tier application form as set out in Section 4, adding in any other options and capital items that you wish to apply for.

Using the Wild Pollinator and Farm Wildlife Package tables

Read the guidance above to understand how the package works. There is a table below for each of the Essential Resources, and a table for additional options.

The minimum and maximum amounts of each resource (for 100 hectares of eligible land) are given in the tables. You should adjust these on a 'pro rata' basis. For example, if you have 250 hectares of eligible land, then multiply the quantities by 2.5.

Table 1: Essential resources to be provided in every Higher Tier Wild Pollinator and Farm Wildlife Package agreement

Essential resource 1: Nectar and pollen sources for insect pollinators and insect-rich foraging for birds. You must meet the minimum quantity for BOTH spring flowering AND summer/autumn flowering.

A – Spring Flowering

The following options can be used on their own or in combination to achieve the minimum. Example combination – 250m of BE3 and 0.25ha of AB11.

Option	Minimum quantity per 100 hectares
BE3 Management of hedgerows	500m
WT3 Management of ditches of high environmental value	500m
WT1 Buffering in-field ponds and ditches in improved grassland	0.5ha
WT2 Buffering in-field ponds and ditches on arable land	0.5ha
WD3 Woodland edges on arable land	0.5ha
AB11 Cultivated areas for arable plants (autumn-cultivated only)	0.5ha

B – Summer/Autumn Flowering

The following options can be used on their own or in combination to achieve the minimum. Example combination – 0.5ha each of AB1, AB8 and AB11.

Option	Minimum quantity per 100 hectare
AB1 Nectar flower mix	1.5ha
AB8 Flower-rich margins and plots	1.5ha
AB11 Cultivated areas for arable plants	1.5ha
AB15 Two-year sown legume fallow	1.5ha
AB16 Autumn sown bumblebird mix	1.5ha
GS4 Legume and herb-rich swards (or OP4 Multi-species ley)	1.5ha

Essential resource 2: Nesting, hibernation and sheltering habitat for insect pollinators and birds.

You must choose at least one of the following options to meet the minimum quantity.

Option	Minimum quantity per 100 ha
SW1 4-6m buffer strip on cultivated land	1ha
SW4 12-24 m next to terrestrial sites which are sensitive to nitrogen AB3 Beetle banks	1ha
AB5 Nesting plots for lapwing and stone curlew	1ha
AB11 Cultivated areas for arable plants	1ha
AB14 Harvested low input cereal	1ha
GS1 Take field corners out of management (outside SDA)	1ha
GS13 Management of grassland for target features	1ha
GS17 Lenient grazing supplement	1ha

Essential resource 3: Winter food for seed-eating birds.

You can choose to deliver this option through:

AB9 Winter bird food (or OP2 Wild bird seed mixture) – minimum quantity per 100ha = 2ha.

Or

You can combine AB9 Winter bird food (or OP2 Wild bird seed mixture) – minimum quantity per 100 ha = 1ha with one of the options below. This is based on the following formula:

1ha of AB9/OP2, AB10 or GS3 = 2.5ha of AB6/AB16 = 5ha of AB2/OP1/AB7.

Option	Minimum quantity per 100 hectares
AB10 Unharvested cereal headland	1ha
GS3 Ryegrass seed-set as winter/spring food for birds	1ha
AB6 Enhanced overwinter stubble	2.5 ha
AB16 Autumn sown bumblebird mix	2.5 ha
AB2 Basic overwinter stubble (or OP1 Overwintered stubble)	5ha
AB7 Whole crop cereals	5ha

Table 2: Additional options focussing on specific species or features on the holding that may require management

The options below are voluntary. You can use them to help you to manage specific species on your holding. You can improve your application overall by adding these options.

Species or feature requiring management:	Select one or more of the following options:
In-field trees	BE1 Protection of in-field trees on arable land BE2 Protection of in-field trees on intensive grassland
Ponds	WT4 Management of ponds of high wildlife value (100 square metres or less) WT5 Management of ponds of high wildlife value (more than 100 square metres)
Supplementary food for seed-eating birds	AB12 Supplementary winter feeding for farmland birds (or OP3 Supplementary feeding for farmland birds)
In-field breeding habitats for skylarks in landscapes dominated by winter cereals	AB4 Skylark plots
Traditional orchards	BE4 Management of traditional orchards
Nest/roost boxes for insects, tree sparrows and bats	WB1 Small wildlife box WB2 Medium wildlife box WB3 Large wildlife box (all are capital items)

Table 3: Example Higher Tier Wild Pollinator and Farm Wildlife Package option combinations for different holding scenarios

Holding scenario 1

Arable holding on medium–heavy land (all winter cropping) with good hedgerows. Coming out of an HLS agreement that was effectively delivering the HLS Farmland Bird package and is within 3/6 farmland bird tetrad.

Criteria (plus additional priorities) - meets both criteria A and B (No bespoke species present but within an area of high ELS/Mid Tier uptake).

The percentage of farmed land covered by options for this scenario is 4.5%.

The total value of the agreement per annum per 100ha of farmed land entered into the agreement for this scenario is Total cost pa = £3,519

Notes:

- 100m of extra hedgerow negotiated
- Flower-rich margins, nectar mix and buffer strips should be spread around the holding, adjacent to managed hedgerows where possible
- Winter bird food should be a mix of annual and biennial mixtures

Options (areas are per 100 hectares of farmed land entered into the agreement)	Rate	Essential resources – Food/fuel and insect food	Essential resources – Nesting	Essential resources – Winter bird food	Additional options
1500m BE3 Management of hedgerows of high environmental value (both sides)	270	spring	X		
0.5ha AB8 Flower rich margins and plots (0.5 * £628)	314	Summer/ autumn	X		
1ha AB1 Nectar flower mix	579	Summer/ autumn			
1ha SW1 4-6m buffer strip on cultivated land	419		X		
2ha AB9 Winter bird food (2*£640)	1280			X	

Options (areas are per 100 hectares of farmed land entered into the agreement)	Rate	Essential resources – Food/fuel and insect food	Essential resources – Nesting	Essential resources – Winter bird food	Additional options
AB12 supplementary feeding on 2ha of Winter bird food	657				X

Holding scenario 2

Mixed holding on light soil which retains some spring cropping and unimproved grassland, but with no decent hedgerows. Coming out of an HLS agreement that was effectively delivering the HLS Farmland Bird package, including fallow plots which support breeding lapwing, and is within 3/6 farmland bird tetrad.

Criteria (plus additional priorities) - meets both criteria A and B (Lapwing present and there is a small area of decent unimproved grassland).

The percentage of farmed land covered by options for this scenario is 10% of arable although 5ha as stubble still in production with spring cropping; plus 1% of grassland (but still productive).

The total value of the agreement per annum per 100 ha of farmed land entered into the agreement for this scenario is Total cost pa = £3,686.50

Notes:

- Cultivated plots are autumn-sown
- Cultivated arable plant plots, fallow plots and grassland provide multiple nesting opportunities for pollinators
- Lapwing nesting plots should, ideally, be located near to unimproved grassland (provided arable fields are suitable)

Options (areas are per 100 hectares of farmed land entered into the agreement)	Rate (£) per annum	Essential resources – Food/fuel and insect food	Essential resources – Nesting	Essential resources – Winter bird food	Additional options
1ha AB1 Nectar Flower mix	579	summer/autumn			
0.5ha AB11 Cultivated areas for arable plants	272	spring	X		
0.5ha AB8 Flower rich margins and plots	314	summer/autumn			
1ha AB9 Winter Bird Food	640			X	
5ha AB2 Basic overwinter stubble (5 * £58)	290			X	
AB12 supplementary feeding on 1ha of Winter bird food	328.5				X
2ha AB5 Nesting plots for lapwing and stone curlew (2*£566)	1132		X		
1ha GS13 Management of grassland for target features	131		X		

Holding scenario 3

A 100% grass holding that has some fields cut for silage and some high quality hedgerows and ponds, and areas of semi/unimproved grassland. Within 7/13 pollinator tetrad.

Criteria (plus additional priorities) - meets criteria B. (Decent unimproved grassland, bats present and has several decent ponds.)

The percentage of farmed land covered by options for this scenario is 5.5% of grassland, but only 0.5% taken completely out of production (as field corners). Only 3.5% if rye-grass seed-set option is not used (read 'Notes').

The total value of the agreement per annum per 100ha of farmed land entered into the agreement for this scenario is Total cost pa = £2,190.00 extra hedgerow and pond buffering negotiated.

Notes:

Rye grass set-seed option could be removed on farms outside of farmland bird target areas.

Options (areas are per 100 hectares of farmed land entered into the agreement)	Rate (£) per annum	Essential resources – Food/fuel and insect food	Essential resources – Nesting	Essential resources – Winter bird food	Additional options
1000m BE3 Management of hedgerows of high environmental value (both sides)	180	spring			
1.5ha GS4 Legume and herb-rich swards	537	summer/ autumn			
1 WT4 Maintenance of ponds of high	114				X

Options (areas are per 100 hectares of farmed land entered into the agreement)	Rate (£) per annum	Essential resources – Food/fuel and insect food	Essential resources – Nesting	Essential resources – Winter bird food	Additional options
wildlife value <100 sq m					
1ha of WT1 Buffering in-field ponds on improved grassland	275	spring			
0.5ha GS1 Take field corners out of management (outside SDA)	166.50		X		
0.5ha GS13 Management of grassland for target features	65.5		X		
2ha GS3 Ryegrass seed-set as winter/spring food for birds	852			X	

Annex 5 Woodland improvement

Multi-year options including Woodland Improvement (WD2) and capital items including Woodland Infrastructure (FY2).

Purpose

This annex provides information to support Higher Tier applications for woodland improvement using multi-year options and/or capital items.

a) Requirements for a Woodland Management Plan

If you're applying for a Countryside Stewardship Higher Tier agreement on woodland, you must have a Forestry Commission approved Woodland Management Plan (WMP) covering all the woodland in your agreement.

You must have an approved WMP throughout the 5 year period of your Higher Tier agreement, so if your WMP ends before your Higher Tier agreement, you will need to apply for a WMP for the remaining time. You can apply within the last year of your existing WMP, but to avoid double funding, there must be no overlap of WMP start and end dates.

Your WMP must be fully approved with any associated felling licence in place by 31 August.

If your land contains a SSSI, in or outside of woodland, you must contact Natural England (NE) before the CS agreement starts as NE must approve any new WMP alongside a SSSI 'supplementary notice of operations'. If the SSSI is found to be in poor condition, a feasibility study (PA2) may also be required before a Higher Tier application can begin.

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

Where your CS application includes historic environment multi-year options, or capital items within the woodland, work related to Scheduled Monuments may require Historic England consent. This can either be obtained separately, or alongside the Forestry Commission's approval of your WMP.

Historic Environment options and capital items, and Veteran Tree Surgery are now eligible with the woodland improvement option WD2. This means your application will remain woodland only.

For woodland applications please complete:

- Historic Environment capital option(s) on Annex 2c
- Historical Environment and Veteran Tree Surgery multi-year option(s) on Annex 2h

If your Higher Tier application includes any Agri-Environment element, it is a mixed application, as the Historic Environment capital items and multi-annual option(s), and veteran tree surgery multi-annual option(s) will be applied to land parcel(s) outside woodland.

For mixed applications please complete:

- Annex 1b, Non-Rotational Options for Historical Environment (HS1, HS4, HS6 and HS8) and Veteran Tree Surgery (BE6) multi-annual options.
- Annex 1e for Historical Environment Capital Items HE1 and HE3

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

Your WMP must support your Higher Tier application requirements under the WD2 or historic environment options and show why you need the capital items included in your application.

You can read more information about WMPs including information about funding and download the templates from [Create a woodland management plan](#) on GOV.UK.

You can use other templates needed for a Forestry Commission approved UKFS compliant WMP, for example, a WMP produced to gain access to the UK Woodland Assurance Scheme (UKWAS), but only Forestry Commission templates must be used for your WMP using the [Countryside Stewardship Woodland Management Plan grant](#).

Amending Woodland Management Plans to support Countryside Stewardship applications

You may find your current WMP does not support your Countryside Stewardship Higher Tier application. For example, an older WMP might not:

- accurately reflect the current woodland management objectives
- fully address the current constraints and threats affecting woodland management
- be compliant with the current UKFS standard (revised 2017).

You may be able to make amendments to your WMP as part of making your Higher Tier application, depending on the type needed. You need to discuss any changes with your Woodland Officer as soon as possible as Forestry Commission approval is needed by 31 August.

To get this approval you might have to:

- hold discussions with relevant stakeholders
- apply for and get additional felling permissions
- arrange for any other consents needed.

Submit your amended WMP to your local Forestry Commission Woodland Officer allowing enough time for approval.

It is unlikely that major amendments to an existing funded PA3 WMP could be approved in time. Forestry Commission Woodland Officers can advise if you are eligible for new PA3 or not and on the likelihood of amendments being approved in time.

Key points:

- a Forestry Commission WMP must be approved or approved in principle to support an eligible Countryside Stewardship application by the initial application submission deadline of 29 April
- where a WMP is approved in principle at the deadline for initial applications, the felling consents and permissions must be completed and a felling licence in place by the final application deadlines given above
- where the WMP needs an amendment so that it supports management options/item requests (for example if using WD2 to support a priority objective that is not within the existing WMP), the WMP must be amended and approved by the final application deadlines given above
- For applications of less than 10 hectares, you will receive a minimum payment of £1000 per year for 5 years

b) Eligible Area and Value Thresholds

To be eligible for Higher Tier the total area of woodland in your application must be 3 hectares or more (unless the woodland is a Site of Special Scientific Interest, in which case this threshold is lowered to 1 hectare). The total area for the application can be made up of separate blocks of woodland, but the minimum size for these blocks is 0.5 hectares.

To be eligible for Higher Tier Woodland Improvement, the land parcels must be registered with a land use of WO12 – woodland, on the Rural Payments service. Read Forestry Commission [Operations Note 42](#) for more information about this.

If you are making a mixed application for both agri-environment and woodland options, the 3-hectare minimum application size still applies, but this can be made up of land containing both woodland and agri-environment options and/or items. The 0.5-hectare minimum block size for woodland still applies.

The table below lists the minimum agreement and block sizes, as well as the minimum total value of capital items within a single agreement.

Higher Tier woodland applications minimum requirements

Area/Capital item	Minimum area for individual block (hectare)	Minimum agreement requirement (hectare)
Overall area	0.5	3ha woodland-only 1ha woodland SSSI 0.5ha of woodland within a mixed application
Capital items (including infrastructure applications)	0.5	Minimum value £500

c) Application timeline for Higher Tier woodland applications

All woodland applications must be made using the map and application pack available on request from us – Annex 9 lists contact details. Guidance and sample forms referred to in this manual are available at [Countryside Stewardship](#) on GOV.UK.

The timeline for woodland applications is:

You must send your application to us by 29 April. We won't accept applications after this date so apply as early as possible.

Applicant action	Timeline
Request an agreement map and Higher Tier application pack	As soon as possible and by 31 March at the latest. This is to allow initial applications to be received by 29 April
Sign and submit application form, including woodland annex and agreement map	By 29 April
Develop your initial application with a Forestry Commission Woodland Officer, including a site visit, to create a final application, with maps, scoring form and work specifications agreed	After submission of an eligible initial application
Sign and submit completed final application with all requested supporting documentation to Forestry Commission Woodland Officer, including maps, quotes, agreed revised score forms and work specifications	Applications by 31 August
Confirm your acceptance of the agreement offered	From November onwards

d) Woodland Improvement multi-year option (WD2), other multi-year options, Woodland Infrastructure (FY2) and capital items

Countryside Stewardship provides support for woodland improvement under the Higher Tier through the woodland improvement option (WD2) and/or capital items, including woodland infrastructure (FY2).

You can apply for WD2 and/or capital item(s) where work will support the following priority objectives:

- enhancing priority habitats
- enhancing priority species
- restoring plantations on ancient woodland sites
- improve resilience to climate change through continuous cover forestry.

Woodland Improvement option (WD2)

This is a multi-year option with a minimum £1000 per year for 10ha or less, or £100/ha for 10ha or more, per year for 5 years. You can find the WD2: [Woodland improvement guide](#) to support this option on GOV.UK.

Other multi-year options (HS1, HS4, HS6, HS8, BE6)

These are multi-year options which can be used to support the management of historic environment features in your woodland parcels. These are compatible and can be combined with WD2 to support a range of objectives compliant with the UK Forestry Standard. Work included within these multi-year options (e.g. scrub control under HS4) must not be included within the WD2 Prescriptions (e.g. P2007 “manage successional scrub”) or capital items (e.g. support for scrub control via SB1 or SB2) applied to that parcel.

The multi-year option BE6 veteran tree surgery is to be linked with the individual trees included within the WD2 prescription with P2010.

The use of these multi-year options and supporting capital items is at the discretion of the Forestry Commission. The use of historic environment multi-year options will be required if your HEFER (see section 4.10.1) identifies essential work to Scheduled Monuments in woodland parcels.

For more information on these options, please use the [‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK.

Capital items

A number of capital items can be applied for to support woodland improvement. Some of these can be applied for on their own, and others have to be applied for with other capital items or the WD2 option.

Find more information in the following table.

Further details for each capital item can be found using the [Countryside Stewardship grants](#) (known as the ‘grant finder’) on GOV.UK

Capital items that can be used stand alone or in association with WD2	Capital items that can only be used in association with WD2	Supplementary capital items that can only be associated with other capital items
BN12 – Stone wall restoration	RP5 – Cross drains	FG4 – Rabbit fencing supplement
BN13 – Top Wiring – stone wall	WN5 – Pond management (100 square metres or less)	FG5 – Fencing supplement - difficult sites
BN14 – Stone wall supplement – stone from quarry	WB1 – Small wildlife box	FG12 – Wooden field gate
FG1 – Fencing	WB2 – Medium wildlife box	FG14– Badger gate
FG2 – Sheep netting	WB3 – Large wildlife box	FG15 – Water gates

Capital items that can be used stand alone or in association with WD2	Capital items that can only be used in association with WD2	Supplementary capital items that can only be associated with other capital items
FG9 – Deer fencing	RP3 – Watercourse crossings	
FG10 – Temporary deer fencing	RP6 – Installation of piped culverts in ditches	
FG11 – Deer exclosure plot	FY1 – Deer high seat	
FG16 – Deer pedestrian gate	WN8 – Timber sluice	
FG17 – Deer vehicle gate	SB4 – Chemical bracken control	
	HE1 - Historic and Archaeological Feature Protection	
	HE3 - Removal of Eyesore	
FY2 – Woodland infrastructure	SB5 – Mechanical bracken control	
RP32 – Small leaky woody dam (1m to 2.99m)		
RP33 – Large leaky woody dam (3.0m to 5m)		
SB1 – Scrub control and felling diseased trees		

Capital items that can be used stand alone or in association with WD2	Capital items that can only be used in association with WD2	Supplementary capital items that can only be associated with other capital items
SB2 – Scrub control - difficult sites		
SB6 – Rhododendron control		

Multi-year and capital woodland improvement options and items can be applied for on the same land if they are complementary and not used to fund the same work.

Evidence and quotes for capital items

If you apply for woodland capital items, you might need photographs that show the proposed location of the capital item object or operation. You must keep this evidence as we may ask to see it.

If you apply for any of the capital items listed below you will need photographs to show the absence of the items you are applying for. You must keep this evidence as we may ask to see it.

Code	Capital item
BN12	Stone wall restoration
BN13	Top wiring – stone wall
BN14	Stone wall supplement – stone from quarry
FG1	Fencing
FG2	Sheep netting
FG4	Rabbit fencing supplement
FG5	Fencing supplement – difficult sites
FG12	Wooden field gate

Code	Capital item
FG14	Badger gates
FG15	Water gates
RP32	Small leaky woody dam (1m to 2.99m)
RP33	Large leaky woody dam (3m to 5m)
SB1	Scrub control and felling diseased trees
SB2	Scrub control – difficult sites
SB4	Chemical bracken control
SB5	Mechanical bracken control
WN5	Pond management (100 square metres or less)
WB1	Small wildlife box
WB2	Medium wildlife box
WB3	Large wildlife box
HE1	Historic and archaeological feature protection
HE3	Removal of eyesore

If you apply for the capital item Woodland Infrastructure (FY2) you will need to give 3 quotes in your final application.

We recommend that you check all requirement details for all capital items at [Countryside Stewardship grants](#) (known as the ‘grant finder’) on GOV.UK.

Woodland infrastructure (FY2)

Applications for FY2 Woodland Infrastructure will be open all year round.

This capital item supports woodland management by making the woodland accessible by road, allowing timber and other forest products to be moved or stored for transport more

easily. Your WMP or WCP must identify the need for the proposed access or you should have an agreement from your Woodland Officer.

We will pay 40% of actual costs for this item (including VAT and agents' fees, where applicable). You must submit at least 3 written quotations with your final application. Each quote should clearly show an itemised specification of the proposed work (for example, length of road, construction method and length).

If you want to use your own labour and machinery to carry out the work, you will still be required to provide at least 3 written quotations, with the quotation for your own work based on labour costs, hourly rates and the cost of using your own machines with an explanation to support the rates.

Your application maps must clearly show the location of the proposed infrastructure. You will need to prepare a detailed specification for the road/infrastructure, tailored to the site and explain why the specification has been chosen. Your specification needs to:

- set out the work that will be carried out on site showing how the soil conditions have been considered.
- meet national legislation, following the Construction, Design and Management (CDM) regulations for forest roads and tracks. You can read further information in Forestry Commission [Operations Note 25](#) on GOV.UK.

You need to give clear reasons in your application why the road specification you've chosen is appropriate. This will be assessed by the Forestry Commission.

Before applying for this item, you must:

- notify the local planning authority and the relevant highways authority so they can decide whether the work can be classified as a permitted development. Read [Planning permission for Farms](#). This requires you to submit a description of the work to the Local Authority
- get consent for work from the local planning authority (or internal drainage boards within an internal drainage district) where the road crosses a watercourse or uses culverts during construction, use or maintenance. Where a new road in a forest needs access to the public highway the relevant highways authority may need to be notified too. You must send a copy of the local planning authority's advice and any permits with your initial application.

If the work can be classified as permitted development, you will need to inform the Forestry Commission, who will decide whether the work will require consent under the

Environmental Impact Assessment (Forestry) Regulations. This depends on whether the proposal is likely to have a significant effect on the environment.

Read [FY2: Woodland infrastructure](#) on GOV.UK for guidance to support this item.

Scrub control – difficult sites (SB2)

This capital item supports scrub control on sites that either need specialist operations or machinery, or where scrub control is included in your FC approved WMP. Up to 80% of actual costs will be paid (including VAT, where applicable). You must provide at least 3 written quotations with your final application. Read [SB2: Scrub control - difficult sites](#) on GOV. UK for guidance to support this item.

e) Work required under WD2

To support delivery of the priority objectives in Section (b) there are both mandatory and optional sets of requirements and evidence.

Monitoring and recording evidence

Compliance with UK Forestry Standard

Prescription 2008	Evidence needed
Management time – evidence of activities undertaken: monitoring, photography, marking.	Retention of monitoring reports at years 3 and 5 where identified below as we may ask to see them. Retention of other supporting documents, for example, Operational Site Assessments, sales receipts to be available on request during site visits.

Compliance with UK Forestry Standard

Prescription 2012	Evidence needed
UKFS compliant operational activities evidenced by completion of an Operational Site Assessment or similar.	Retention of Operational Site Assessment or similar to be available during site visits.

Monitor change

Prescription 2006	Evidence needed
Provide monitoring reports in years 3 and 5 to confirm progress (for example providing before and after photographs, a record of the number of deer culled, and the results of squirrel monitoring).	Retention of reports in years 3 and 5 to include photographic evidence. We may ask to see this evidence.

The following will also apply to woodland improvement activity unless they are not relevant to the woodland. This will be agreed with your Forestry Commission Woodland Officer:

Thin or selectively fell trees

Prescription 2011	Evidence needed
Thin or selectively fell [X] hectares of trees.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence.

Regeneration felling

Prescription 2013

Evidence needed

Undertake regeneration felling to encourage crown development and/or natural regeneration.

On site visual checks to show compliance with management plan proposals.

Regeneration planting

Prescription 2003	Evidence needed
If, in spaces exceeding 0.25ha, 2 years after the removal of conifers, natural regeneration of native species has not begun, or conditions to support natural regeneration of native species are not in place, replant with [species] at 1100 trees per hectare (note: there is a regulatory requirement that felled areas are restocked.)	On site visual checks to show compliance with management plan proposals.

Silvicultural transformation

Prescription 2004	Evidence needed
Implement silvicultural transformation as informed by the Woodland Management Plan.	On site visual checks of conversion activity and associated record keeping to show compliance with management plan proposals.

Reduce conifers

Prescription 2018	Evidence needed
By year 5 reduce the percentage of coniferous species from [x%] to [y%].	On site visual check that percentage reduction has been achieved through sampling.

Manage successional scrub

Prescription 2007	Evidence needed
Manage successional scrub through cyclical cutting.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence. On site visual check that management has been undertaken.

Coppicing

Prescription 2009	Evidence needed
Re-coppice [x]ha of [y] species.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence. On site visual check that re-coppicing has taken place.

Squirrel monitoring

Prescription 2016	Evidence needed
Within red squirrel strongholds monitor red and grey squirrel presence through current best practice, for example, hair tubes.	Retention of monitoring reports in years 3 and 5 as we may ask to see them.

Veteran trees

Prescription 2010	Evidence needed
Release [x] existing and/or recruitment veteran trees from competing tree growth.	<p>Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence.</p> <p>On site visual check to show compliance with management plan proposals.</p>

Deer control

Prescription 2015	Evidence needed
<p>Where deer control has been identified as required in the woodland management plan, by the end of year 1 of the agreement have in place a deer management plan.</p> <p>Manage deer populations to allow the establishment of appropriate ground flora and understory, preferably by means of lethal control but if this is not effective through fencing deer out of the woodland.</p> <p>Monitor such management and provide reports including, for example, deer cull numbers and photographic evidence from deer exclusion plots in years 3 and 5.</p>	Retention of monitoring reports in years 3 and 5 as we may ask to see them.

Remove non-native/invasive species

Prescription 2014	Evidence needed
Vegetation management - remove [x] hectares of competing and/or non-native or invasive vegetation of [y] species by appropriate mechanical or chemical control.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence. On site visual check to show compliance with management plan proposals.

Permanent open space

Prescription 2000	Evidence needed
Create and/or manage [x] hectares of permanent open space.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence. On site visual check to show compliance with management plan proposals.

Access Tracks

Prescription 2001	Evidence needed
Create and/or manage [x] metres of access rides.	On site visual check to show compliance with management plan proposals.

Ride management

Prescription 2006	Evidence needed
Manage [x] metres of ride edges through an [x] zone cutting regime.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence. On site visual check to show compliance with management plan proposals.

Deadwood

Prescription 2002	Evidence needed
Create and/or maintain appropriate levels of deadwood habitat in line with UKFS.	Retention of reports in years 3 and 5 to include before and after photographic evidence. We may ask to see this evidence. On site visual check to show compliance with management plan proposals.

Grey squirrel control

Prescription 2016	Evidence needed
Where grey squirrels are identified as a threat in the woodland management plan they will be controlled by live or lethal trapping. Trap type and trapping methods must follow any best practice with respect to legality, checking frequency and dispatch method. In areas with red squirrels, only live trapping is permitted. Shooting may be undertaken as an additional method of control.	On site visual check to show compliance with management plan proposals.

Operational Site Planning

Prescription	Evidence needed
UKFS compliant operational activities evidenced by completion of an Operational Site Assessment (OSA) or similar.	Retention of Operational Site Assessment or similar to be available during site visits.

Key points:

- If you include deer control in your agreement, you must have a deer management plan in place at the end of the first year of your agreement.
- You need to produce monitoring reports in years 3 and 5. Your reports should contain information for each of the prescriptions in your agreement, as identified in the table above. You must keep this evidence as we may ask to see it.
- From the start of the Higher Tier window opening in 2022, FY2 will be available as a standalone grant. Please see the FY2 pages on the Countryside Stewardship grants on Gov.uk.
- You need to keep other evidence such as Operational Site Assessments, deer management plans and invoices. You will need to have this evidence available for any site visit that may take place during the life of your agreement.

f) Maps

Agreement Maps

An Agreement Map for Woodland Improvement must be created and submitted with every initial application by 29 April. You will be sent a map with the application pack you requested. You may then choose to use the supplied map as a base on which to mark items, boundaries and/or other details.

If you want to you can create your own Agreement Map using GIS software or you can [request a map from the Forestry Commission](#) using their [map request form](#) on GOV.UK.

However you create your map, the Agreement Map must meet the minimum mapping standards outlined below. Whether you use the supplied map or create your own Agreement Map, you must create 2 copies of your Options/FER map.

You must show your options choices on one copy and show the environmental features on your holding on the other copy. After you've done this, scan them into your computer.

When you request an application pack, we will ask you to confirm the presence of any existing Environmental Stewardship agreements on the land. If you use the Forestry Commission map request form, you can highlight any existing ES agreements on the land parcels you want included in a Higher Tier agreement.

This means we can discuss initial eligibility issues with you. We will carry out more detailed eligibility checks throughout the application process.

For more information on Environmental Stewardship and Higher Tier agreements, please read section 3.4.1 of this manual.

The woodland option WD2 is only available for established woodland. To make sure this requirement is met land must be both:

- fully established – your Woodland Officer will check this during their site visit, we expect trees in newly planted woodland to be at least 15 years old to qualify
- no longer receiving either Farm Woodland Payments (FWP), Farm Woodland Premium Scheme (FWPS) or Farm Woodland Scheme (FWS).

In established woodland, if there is a live multi-annual English Woodland Grant Scheme (EWGS) agreement on the land, you should speak to your Forestry Commission Woodland Officer to confirm if the land is eligible to be included in your application.

When we receive your initial application we will check if the land included in your application is eligible.

When contacting us, you must have the following information to hand:

- applicant's Single Business Identifier (SBI).
- applicant's personal details.
- County Parish Holding (CPH) number.
- land parcel numbers for the land you want to include in your application.

- whether or not a live Environmental Stewardship agreement is present on any land parcels in the application.

Minimum mapping standards for your Agreement Map

If you use the map we sent you, you'll need to:

- colour the location of the proposed area of WD2 and/or any capital items using a coloured pen. List the capital item code(s) next to the areas you mark
- make sure that the map's key includes areas of WD2 and capital items
- make sure that your land parcel numbers are clearly shown
- mark fence lines – make a note on the map to show the type of fence (code) you are applying for
- write on the top right corner of each map:
 - your SBI
 - the business name (this is the name registered with the SBI in the Rural Payments service)
 - application year and agreement title (as detailed on the application form)
- use black ink when you write on the Agreement Map
- if you make a mistake do not use correction fluid, strike through the mistake instead.

If you create a map using GIS software, instead of using the map supplied by us, you need to meet the following minimum standards in addition to those listed above:

- if there are no numbered Ordnance Survey (OS) grid lines, you must note the 6 figure OS grid reference for the centre of the map on the bottom left of the map
- the scale of the map must be clearly shown.

You will be responsible for providing updated maps following any agreed changes to the proposed annual or capital items.

Annotated maps

You must submit a supplementary set of high quality, colour maps when you are developing your Higher Tier initial application. You must write/mark on the maps:

- the locations of the capital items
- the specific locations where the work will be carried out - for example, ride management, coppice management, veteran trees – other examples are given in Annex 2
- the specification of the work if required, for example, 2 and 3 zone ride mowing. You must include a clear and concise key on your map so that we understand your marks and notes.

You can make your annotated maps by using one of the following:

- a copy of the base map we sent you
- an appropriate OS map.

Your map, or maps, can show a mixture of information but must be clear and easy to read. Create a series of maps if you need to add too many items to show clearly on one map. A single annotated map, or a series of maps, must cover all of the WD2 elements included in your application.

Some examples of this include:

- ride creation/management - clarifying where each type of ride will be created
- open space creation and management
- veteran trees identification and management
- areas of thinning/regeneration felling – clarifying where each felling operation will be carried out.

The full list of WD2 elements can be found in Annex 5, section e) of this manual. You must have annotated maps for the Forestry Commission Woodland Officer's site visit. They need the maps to discuss and agree your final application and to help prepare your agreement with RPA.

When you submit your final Agreement Map and the annotated map(s), it is your responsibility to make sure that areas marked on the maps are accurate and agree with

the details of your application. We will identify any mapping discrepancies through our environmental outcome site visits and checks.

Reductions or recoveries may be applied – read Section 6.4 of the manual.

g) Scoring

Overview

For all CS Higher Tier applications please read the [‘How to complete your Countryside Stewardship Higher Tier application’ guide](#) - gives helpful tips about how to complete your application. You can also watch the Forestry Commission video on YouTube:

Countryside Stewardship is a targeted, competitive scheme. We will give priority for funding to those offering the greatest environmental benefits particularly in relation to biodiversity, the restoration of PAWS sites, improvements to water quality / flood prevention. Not all eligible applications will be offered an agreement.

Woodland applications and the woodland elements of mixed applications, will be scored on the basis of:

- if your application deals with an environmental priority for your area – if it does, we will give it a higher score
- how your plans will help the environmental priorities for your area.

The capital items you apply for must go with the WD2 specifications you include on your application. Your application must show how you will deal with one or more of the 4 priority objectives (priority habitat, priority species, restoring plantations on ancient woodland sites and improve resilience to climate change through continuous cover forestry).

All scoring has an area-based element so you will need to identify:

- which priority objective(s) for your area you will deal with in your application
- which land parcels in your application you will use for this priority objective.

You can check this by visiting [Land Information Search \(LIS\)](#) on GOV.UK.

Process

Action	Responsibility	When
Complete and submit score form (Annex 2e of the application form)	Applicant	By 29 April
Confirm that the self-score meets or exceeds 1,100 points	RPA	On receipt of initial application
Initial Ranking + Threshold Setting	Forestry Commission National Office	By early June
Final Ranking + Threshold Setting	Forestry Commission National Office	After 31 August

- You must submit a completed, self-scoring form as part of your woodland application by 29 April.
- We will rank initial applications against a nationally determined threshold score. This threshold score will take into account the value of initial applications submitted and the funding available to support agreements for that year.
- After the initial application deadline has passed (29 April) we will rank all applications received by their scores. We will tell you if it is likely that your application will be considered in the final ranking in October.
- Your Final application must include a final score, agreed with the Woodland Officer, by the deadline for submitting final applications (31 August).
- We will rank final applications against a nationally determined threshold score that takes into account the value of final applications submitted and the funding available to support agreements for that year.
- The woodland and agri-environment elements of your application will be ranked separately. Natural England will carry out the ranking for agri-environment elements and Forestry Commission will carry out the ranking for the woodland elements. If you have a mixed application, it will need to pass the initial ranking for each element.

Scoring multi-year options and capital items

If you declare multi-year options and capital items on the same piece of land, we will score only the multi-year option.

Multi-year options

We will give a base score and an additional area-based score. We may give a supplementary score if your application includes a woodland bird assemblage and/or a woodland SSSI and/or it deals with more than one priority objective.

Formula: base score + (area based score x hectare of activity) + supplementary score(s) = total score

Scoring capital items

‘Stand-alone’ capital items will be scored if they are not on the same area of land as a multi-year option. The area-based element of the score is determined using an ‘area of influence’.

Formula: base score + (area-based score x hectare of influence) + supplementary score(s) = total score. The table below shows the ‘area of influence’ for each ‘stand-alone’ capital item:

Capital item	Description of area of influence
BN12 – Stone wall restoration	The area of woodland protected by the wall
BN13 - Top wiring	The area of woodland protected by the top wiring
BN14 – Stone wall supplement – stone from quarry	The area of woodland protected by the wall
FG1 – Fencing	The area of woodland protected by the fence
FG2 - Sheep netting	The area of woodland protected by the netting

Capital item	Description of area of influence
FG9 – Deer fencing	The area of woodland protected by the fence
FG10 – Temporary deer fencing	The area of woodland protected by the fence
FG11 – Deer enclosure plot	The area of woodland around the enclosure(s) where deer impact is being assessed. You will need enough plots to allow the impacts of deer to be assessed across the woodland.
FY2 – Infrastructure	The area of woodland that the infrastructure will provide access to and bring into management
SB1 – Scrub control	The area of land receiving support for scrub control
SB2 – Scrub control – difficult sites	The area of land receiving support for scrub control
SB4 – Chemical bracken control	The area of land receiving support for bracken control
SB5 – Mechanical bracken control	The area of land receiving support for bracken control
SB6 – Rhododendron control	The area of land receiving support for rhododendron control

h) Woodland Maintenance payments (WD1)

The [Woodland Maintenance payment \(WD1\)](#) is a Countryside Stewardship Higher Tier option to support the maintenance of newly created woodland resulting from a Countryside Stewardship Woodland Creation Grant agreement.

WD1 is a multi-year option that is for a period of 10 years. You submit an annual claim and will then receive an annual payment. If your application is successful, the agreement will start on 1 January 2023. It will end on 31 December of the tenth year.

The grant is only available if you are an existing Countryside Stewardship Woodland Creation Agreement Holder. If you are, when your capital grant agreement ends, we will

send you a WD1 application pack. You can then apply for a WD1 agreement if you meet the following eligibility requirements:

- you met your Woodland Creation objectives and your final claim will be paid
- the land is not owned by a public authority - this includes land owned by the state, the Crown, county councils, district councils and local authorities

The WD1 application is separate from the other Higher Tier applications so may have a different deadline for returning it to us. You will find the deadline date in the application pack sent to you.

You can find more information on woodland maintenance payments on [‘Countryside Stewardship grants’](#) (known as the ‘grant finder’) on GOV.UK.

i) Woodland Supplements

A relevant prescription(s) should be chosen for woodland improvement option WD2 to allow application (and eligibility) of specific woodland supplement(s). For example, you should apply for P2015 under WD2 in order to supplement its delivery with the WS1.

WS1 – Deer Control and Management

Aim: Achieve effective deer management

How much will you be paid: £90 /ha

Where to use this item:

- Where deer are identified in the Woodland Management Plan as a threat to semi-natural woodlands, regeneration and/or where deer browsing negatively impacts on woodland features, ground flora or structure.

Where this item cannot be used:

- If deer hasn’t been identified as a threat to woodlands.

How will this item benefit the environment?

Effective use of supplement will:

- Reduce deer browsing and grazing impacts to woodlands, ground flora and vulnerable features in the wider landscape enabling damaged ecosystems to recover
- Improve woodland structural and species diversity helping to increase resilience to climate change, pest and diseases
- Ensure sustainable numbers of deer appropriate to the habitat.

Management Requirements:

- In addition to P2015 under WD2 (baseline option), Deer Management Plan (DMP) production should be in collaboration and agreement with your local Deer Officer/Woodland Officer and be submitted by the end of year one. Within the DMP we expect to see [baseline deer habitat impact and activity assessment](#) to have been undertaken to inform the deer management planning. Your DMP will build on the draft plan that you will submit with your Final Application documents
- You should erect the agreed number of additional deer monitoring exclosures starting with year 1 of your Higher Tier Agreement to be complete in full by the end of year 2. Please follow the advice and specifications outlined in [Operational Note](#) to erect monitoring exclosure plots. Photographic monitoring evidence of plots should be submitted to your local Deer officer/Woodland officer at the beginning and years 3 and 5 of your agreement
- Carry out agreed levels of culling activity (as agreed with Deer Officer/Woodland Officer in your Deer Management Plan). Provide evidence of culling activity and cull returns to the Deer Officer/Woodland Officer annually following the guidance and template provided on GOV.UK.
- Provide annual habitat impact assessments that will be recorded in a report (link to be added) (supported with a graded (high/medium/low) impact and activity summary and photographic evidence of the survey), following the guidance and templates provided. Habitat impact assessments should be carried out in all significant woodland habitats and structure types. Each woodland across the landholding within the agreement as soon as possible in year 1 (to support the DMP) and then in years 3 and 5.

Supporting mechanisms:

- Deer Officers in conjunction with the National Deer Advisor will publish and maintain templates for deer habitat impact assessments, cull data, and Deer Management Plan templates
- Deer Officers will offer support and advise applicants individually or through group events, on the deer management planning and other elements to deliver the supplement successfully
- Deer Officers will offer awareness sessions on deer management requirements, and training in the use of habitat impact monitoring (deer impact and activity assessments). It is expected that applicants will be invited to attend one of the sessions held. These will be organised and run at several locations within each area during each year (Specific details to be confirmed and published nearer the time)
- [Operational Note](#) to erect monitoring enclosure plots outlines specifications on deer enclosure plots. For specialist advice please consult with your local deer officer/woodland officer

Keeping records

At the application stage:

- Supply a draft Deer Management Plan (DMP) with your Final Application Documents.

You must keep the following records and supply them on request:

- Any bank statements, receipted invoices, consents, or permissions connected with the work
- Records of all management activity on the option area for each parcel, including an operational site assessment, or similar, to show UKFS compliant operational activities
- A Forestry Commission approved management plan that justifies the need for this option
- A Deer Management Plan in place by the end of the first year

- Monitoring reports for year 3 and 5 of the agreement to confirm progress (for example providing before and after photographs, a record of the number of deer culled, and the results of squirrel monitoring)
- Evidence of activities undertaken through monitoring, photography and marking

WS2 – PAWS Restoration and Maintenance

Aim: Restore and maintain plantations on ancient woodlands sites

How much will you be paid: £70 /ha

Where to use this item:

- In ancient woodland ([identified on Natural England's ancient woodland inventory](#)) - download the data or view it on the [Magic map system](#) (zoom in to see local detail) - to maintain the restoration of PAWS where tree felling work is selected under WD2.

Where this item cannot be used:

- On the land that does not meet the spatial eligibility criteria unless advised by Forestry Commission Woodland Officer.

How will this item benefit the environment?

Supplement will help restore plantations on ancient woodland sites to:

- Ensure the existing native component of the canopy is being maintained and, in most situations, increased aiming for at least 80% native species
- Be resilient and able to adapt to climate change
- Safeguard and enhance the public benefits provided by ancient woodland
- Address and mitigate threats to the woodland resource

Management Requirements:

- Keep all newly planted trees or natural regeneration free from competing vegetation for 5 years (throughout the duration of your CS Agreement) by using approved manual methods e.g., mulch, or a clearing saw, hook or scythe
- Replace any trees that die

- Use enrichment planting if natural colonisation fails
- If not already identified as mandatory under [WD2, complete an operational site assessment](#) – OSA by year 1 of your Agreement. FS OSA example

The agreement will set out what must not be done. It is likely successful applicants will not be allowed to:

- Use any herbicides if there is a recognisable surviving semi-natural ground flora for example; wild herbs, grasses, ferns and mosses

Keeping records;

- Any bank statements, receipted invoices, consents, or permissions connected with the work
- Records of all management activity on the option area for each parcel

Advice and suggestions for how to carry out this item

Practise Guide: [Choosing stand management methods for restoring planted ancient woodland sites](#)

WS3 – Squirrel Control and Management

Aim: Achieve effective squirrel management

How much will you be paid: £50 /ha

Where to use this item:

- where the sites are identified as being threatened by grey squirrels

Where this item cannot be used:

- if squirrels have not been identified as a threat to woodlands

How will this item benefit the environment?

Effective use of supplement will:

- limit tree damage and support red squirrel populations where present
- increase control of invasive species

- support conservation of composition of native woodland

(Management) Requirements:

- Produce a Squirrel Management Plan (SMP) by year 1. You should work collaboratively with your deer officer/woodland officer to produce the plan and outline activities within. (Activities should include trapping and/or shooting, or as agreed with your Deer Officer). SMP should be submitted electronically to your local deer officer/woodland officer by the end of year 1 of your agreement to secure the annual funding for WS3. Your SMP will build on the draft plan that you will submit with your Final Application documents
- Undertake training in Grey Squirrel control – courses to be discussed with your local deer officer/woodland officer
- Erect an agreed number of traps within your woodland as per your Squirrel Management Plan (SMP)
- Provide squirrel control evidence by year 2, 3, 4 and 5: Photographic evidence of effort/activity and outcomes to be submitted electronically to your local deer officer/woodland officer.

Supporting mechanisms:

- National Deer Advisor will provide templates for squirrel management plans
- Deer Officers or other specialist staff will offer support and advise applicants individually or through group (training) events, on management planning and other elements for scheme requirements

Keeping records

At the application stage:

- Supply a draft Squirrel Management Plan with your Final Application Documents.

You must keep the following records and supply them on request:

- Any bank statements, receipted invoices, consents, or permissions connected with the work
- Records of all management activity on the option area for each parcel, including an operational site assessment, or similar, to show UKFS compliant operational activities

- A Forestry Commission approved management plan that justifies the need for this option
- A Squirrel Management Plan by the end of year 1
- Monitoring reports for year 3 and 5 of the agreement to confirm progress (for example providing before and after photographs, a record of the number of squirrels culled, and the results of squirrel monitoring)
- Evidence of activities undertaken through monitoring, photography and marking

Advice and how to carry out this item, [controlling grey squirrels forests and woodlands](#)

WS4 – Access for People

Aim: Enable permissive access (by foot) across the whole woodland

How much will you be paid: £50 /ha

Where to use this item:

- Where people would benefit from gaining access to woodlands

Where this item cannot be used:

- Outside the spatial eligibility unless agreed with Woodland Officer
- Where woodland owner/manager already has a legal obligation to provide access by foot due to their existing commitments or where legal rights already exist, for example open access land

How will this item benefit the environment?

Access for people incentive will:

- Create greater opportunities for public to access woods
- Contribute to public's health and mental well-being
- Create alternative outdoor activities
- Create educational opportunities to better understanding woodlands
- Encourage and foster engagement with nature

Management Requirements:

- Enable permissive access to the woodland through identifiable paths and routes: management and maintenance of the path network, to allow public access throughout the year for access by foot, and where reasonable, including mobility aids and pushchairs/buggies
- Erect appropriate signage for public to be aware that they are welcome to visit the woods
- Carry out a necessary number of site inspections on an annual basis to ensure the woodland is H&S compliant.

Keeping records:

- Any bank statements, receipted invoices, consents, or permissions connected with the work
- Records of all management activity on the option area for each parcel, including an operational site assessment, or similar, to show UKFS compliant operational activities
- Evidence of activities undertaken through monitoring, photography and marking

Advice and suggestions for how to carry out this item

[Open access land management rights and responsibilities](#)

And [public rights of way landowner responsibilities](#)

Agreement Management

Agreement Holders must comply with the mandatory elements set out in Section 6 of this manual. They must also be familiar with the [Annex 1 Terms and Conditions](#).

Work can start on or after the 1 January 2023 agreement start date, you can find more information on the required record keeping in the [WD1: Woodland creation - maintenance payments guidance](#) on GOV.UK.

Claims process – multi-year agreements

Revenue Claims (for Woodland Creation Maintenance): must be received by midnight on 15 May of the relevant claim year (except where 15 May falls on a Bank Holiday, other public holiday or weekend. In such cases the deadline is the next working day).

Agreement Holders can make a late payment claim for annual maintenance payments after the deadline of 15 May each year, until midnight on 10 June (except where 10 June falls on a Bank Holiday, other public holiday or weekend. In such cases the deadline is the next working day) but they will incur a penalty.

For each working day the payment claim is late, the size of the penalty will be 1%. Agreement Holders cannot make payment claims after midnight on 10 June (apart from in cases of good reasons for a breach). For more information about the claims process, read Section 6.1 of this manual.

You must keep the evidence listed under 'Keeping records' in the [WD1: Woodland creation - maintenance payments guidance](#) on GOV.UK.

We may ask to see this evidence.

Payments for all agreements

RPA will make all payments directly into the Agreement Holder's nominated bank account.

Annex 6 Common land and shared grazing: additional requirements

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

Introduction

This annex contains important additional requirements relevant to a Higher Tier Countryside Stewardship application on common land and shared grazing.

If you want to apply for Countryside Stewardship on common land or shared grazing you must read this annex along with the relevant sections of the Higher Tier Manual. Where the common land or shared grazing application process requires a different approach, you must follow the requirements set out in this annex.

Definitions

In the context of this manual 'common land' means either:

- land registered as common land in a register of common land kept under Part 1 of the Commons Act 2006, or
- land to which Part 1 of that Act does not apply and which is subject to rights of common within the meaning of that Act.

This is taken from the definition of 'common land' given in schedule 5 of the Commons Act 2006. 'Shared grazing' means communal pasture where graziers have a legal entitlement to graze (for example, a pasture used jointly by tenants) where the land is not registered as common land.

In the term 'commons association' the word 'association' is used to cover landowners, sporting tenants and graziers working together in an association or group unless otherwise stated.

Main points

- Common land and shared grazing agreements are only available through Higher Tier Countryside Stewardship and for a term of 10 years.
- Agreements can only include land that is part of the common. Any non-common land parcels must be applied for as part of a separate Mid or Higher Tier application.
- Agreements may consist of one or more whole or part commons, provided they form a single grazing unit.
- An internal agreement must be set up, signed by all the parties to the Countryside Stewardship application, listing each person's responsibilities and the payments they may expect to receive (read more about this below)
- The parties to the Countryside Stewardship application must appoint a representative to be the main business contact for the Countryside Stewardship application and subsequent Countryside Stewardship agreement. Throughout the remainder of this annex this person will be referred to as 'the applicant or you'.
- You must download copies of the [Common land and shared grazing supplementary application form](#) from GOV.UK.
- You need to fill in the form and send it with your final Countryside Stewardship Higher Tier application unless you are the owner of the whole common and have sole use and rights to the land. If you do, then you can enter the common as your holding or include it with your holding in your own Countryside Stewardship application.
- A Natural England adviser will work with you to build a suitable application.
- Organic maintenance and conversion options in Countryside Stewardship are not available for common land or shared grazing.
- We now accept applications that include land where invisible fencing is used or will be used during the period of the Agreement, however we do not pay for invisible fencing.

Commons Association and/or Internal Agreement

Setting up an effective internal agreement between applicants is a requirement of a Countryside Stewardship agreement offer. You must have a signed copy of the agreement, including financial information, before the Countryside Stewardship agreement can begin. You must send a signed copy of the internal agreement to us before the Higher Tier agreement's start on 1 January 2023.

Natural England or RPA cannot be involved in drafting the document or in any dispute about its operation.

The internal agreement must be fit for purpose, fair and reflect the respective parties' contribution to the scheme. If it is not and parties cannot agree on amendments, then we may not offer a Countryside Stewardship agreement. During the agreement term, we may ask to see formal evidence that the internal agreement operates effectively, for example, minutes of recent meetings and distribution of funds.

In all cases where there are 5 or more parties benefiting from or contributing to the delivery of the Countryside Stewardship agreement, a more formal Commons Association must be set up with officers to manage the association. You must keep evidence that shows that this formal Commons Association has been set up. We may ask to see this evidence.

If there is already an association in place, it can continue as long as it meets the minimum requirements set out in this annex. If an existing commons association covers a number of commons, a separate group of members must be set up (under the umbrella of the association) to create an internal agreement for the common that is the subject of the Countryside Stewardship application.

Requirements of an internal agreement or Commons Association

The association must effectively represent all those who have a legal and active interest in the management of the land:

- the landowner,
- all the active commoners or graziers, and
- the people who may have a legal or active interest in managing the common or shared grazing, for example the owner of the shooting rights.

You must consult with them when preparing the Countryside Stewardship application. Some landowners may not wish to be involved, but prefer to be represented by their agents or their tenants who are permitted to graze or utilise rights. You should always consider the landowners' surplus in any negotiations.

The internal agreement must involve all the active rights holders but you must also consider inactive rights holders, especially those who can use their rights, as they may wish to do so during the period of the agreement. You must also consider that some rights holders may lease their rights. Rights of common attached to land cannot be leased for a term longer than 2 years (although the lease can be renewed at the end of each term). An RPA Field officer or other inspector or auditor may ask to see evidence of any lease.

You must also contact anyone who does not want to participate in the Countryside Stewardship agreement or anyone who has a grievance.

You must consider their existing management practices and proposals for changes in case they put the objectives and requirements of the internal agreement and Countryside Stewardship application at risk. It may be possible to address their concerns and make them a party to the internal agreement and Countryside Stewardship application. Or, as they can legally exercise their rights on the common, it may be necessary to negotiate ways to fulfil their aims without risking the internal agreement and Countryside Stewardship application.

You must keep a record of any decisions so you can deal with any disputes that occur at a later date.

To make sure all potential participants, landowner, sporting rights holders and graziers in the Countryside Stewardship agreement are consulted and briefed, you can consult the potential participants in the Countryside Stewardship agreement individually, in small groups, or at a general meeting.

A general meeting can also serve to brief individuals and organisations that have an interest in the land, for example Natural England (if the land or part of it is a Site of Special Scientific Interest (SSSI)), or members of the community. You can place notices in local newspapers and at access points to the common.

Where the group will have 5 or more members, you must appoint officers to manage the association – a chairman, secretary and a treasurer are essential. These must not all be from one family or enterprise (for example, they must have separate single business identifiers (SBIs)), and they must reflect the range of beneficiaries in the agreement.

The written constitution must authorise these officers and the applicant to carry out certain specified business on behalf of the association, for example to open and operate a bank account.

You must agree a formula to allocate payments to members of the association or group. This formula can make payments according to their contribution and levels of responsibility.

You must have a written constitution. Whilst any bodies or individuals providing assistance may be able to provide a draft or template constitution, you must make sure that the constitution meets the needs of the particular circumstances of the group. The constitution must:

- describe membership requirements and list the members
- list responsibilities and officers
- set out governance for decision making and meetings
- identify group commitments
- set out how the Countryside Stewardship agreement payments will be paid
- describe how the multi-annual options and requirements for capital items will be complied (met) with on the common or shared grazing
- describe a management mechanism for decision making and the resolution of disputes, and
- set out how changes in membership will be dealt with.

The internal agreement must make provision for increases in grazing livestock numbers by those not involved in the Countryside Stewardship agreement.

Where there is a maximum level of stocking set in the Countryside Stewardship agreement, you must add a clause in the internal agreement to state that the graziers already involved in the Countryside Stewardship agreement will, if necessary, reduce their stock numbers in order for the overall level of stocking to stay within this maximum.

Negotiation of the internal agreement can provide the opportunity to agree husbandry practices that help participants work together to manage the common or shared grazing.

You must keep full records of all the meetings at which the decisions set out above were agreed.

Compliance with the Countryside Stewardship agreement will be the shared responsibility of those who are party to the internal agreement, but day to day administration will be the particular responsibility of the applicant.

No known landowner

Where there is no known landowner, and ownership is recorded as unknown on the commons register, you should contact us to discuss the circumstances. Where there is no known landowner, ownership will almost always be with the local authority.

In addition, responsibility for management of some commons is with the local authority under a scheme for the regulation and management of a common made under the Commons Act 1899, including in some cases where the common has no known owner. In these cases, you will need agreement for your application from the local authority.

Where the landowner cannot be identified or contacted, you will need to give us a full explanation for the application to progress.

Part-commons

Part-common agreements are only allowed under exceptional circumstances, on a case-by-case basis, as agreed with us.

Normally commons coincide with habitat and management boundaries, but exceptionally parts of a single common may be managed in different ways. In such circumstances, it may be more appropriate to progress applications representing 'part-commons'.

Part-commons agreements must satisfy all the requirements for commons agreements:

- they must cover a defined area of land with its own Rural Payments service land parcel number(s)
- the agreement area must either be visibly distinct or be bounded by a physical barrier to mark it out from the non-agreement area
- they must be subject to a separate and binding association and group internal agreement.

In addition, part-commons agreements must also:

- be managed as a separate and single grazing unit, where land management practices on the remaining part of the common will not put delivery of the agreement at risk.
- have an audit trail justifying splitting the common, and a clear explanation as to how the Countryside Stewardship agreement works that also covers any non-participation by any rights holders.

Areas of common cannot be left out of a Countryside Stewardship agreement to create 'sacrifice places' for unsuitable supplementary feeding (which can be within the limits of cross compliance tolerances), or to provide grazing areas for non-signing commoners which may then not be compliant with the Countryside Stewardship agreement whilst the rest of the common is compliant.

We keep a central register of all part-common agreements.

Before making an application

In addition to the requirements outlined elsewhere in this manual, to make an application in respect of common land or shared grazing you must carry out each of the steps set out below.

Step 1: consult stakeholders

Where a common has not previously been subject to an agri-environment agreement, or where consultation is required to bring the land owner(s), rights-holders and other stakeholders together in support of the management proposals, activities to develop awareness, understanding and agreement across these interest groups will be required before you can make a Countryside Stewardship application.

The extent of public engagement required will depend upon the level of management change which is being considered within the Countryside Stewardship agreement.

You can find more guidance on this in Note A at the end of this annex.

Step 2: select a representative or agreement signatory

Once potential applicants have read this guidance, and have decided to pursue a Countryside Stewardship application, they will need to agree on the person who will make the application on their behalf. We need a letter of authority signed by all potential participants in the Countryside Stewardship agreement: landowner, sporting rights holders and graziers.

This person (who can be an agent) will be the main business contact for the Countryside Stewardship application and subsequent Countryside Stewardship agreement. This person will sign the Countryside Stewardship agreement on behalf of the group or association, act on behalf of the association and receive the payments.

Step 3: start to establish a group with an internal agreement

Establish a Commons Association or internal agreement, in line with the requirements set out above. If there is already an association in place, you can continue with it, as long as it can fulfil the minimum requirements set out in this annex.

If help is needed to set up an association, this may be available from farmers' representative bodies, a federation of commoners, commons councils, a land or agricultural agent or surveyor, or a solicitor specialising in rural practice. Associations may be able to apply for the [Administration of group managed agreements supplement \(SP10\)](#) on GOV.UK to cover some of these administrative costs in establishing and managing a Countryside Stewardship agreement where there are 2 or more parties involved.

Step 4: open a bank account

Open a bank account on behalf of the association.

Step 5: contact us and complete an application form

Contact either RPA and/or Natural England in good time to discuss your Countryside Stewardship application. If the common or shared grazing is in an existing agri-environment agreement, you will need to check this annex to make sure that you are able to meet the new agreement requirements.

If you are not an existing Higher Level Stewardship Agreement Holder, contact us to discuss your proposed application. The application would then follow the same timetable as any other Higher Tier application.

Potential applicants should read the Higher Tier Countryside Stewardship Manual so that they can consider their options and begin discussions within their association at an early stage.

If you decide to proceed, you must submit an application form by 29 April 2022. If the application is successful and you subsequently accept an agreement offer your Countryside Stewardship agreement will start on 1 January 2023.

Step 6: register a Single Business Identifier and check the Land Management System

There must be a separate Single Business Identifier (SBI) for the association (even if members of the association already have their own SBIs). The individual beneficiaries who are part of the association will also need to be registered with us in the [Rural Payments service](#) on GOV.UK.

You should make the application to register the commoners' or graziers' association with us. You will need to check that the common is registered correctly in the Rural Payments service, liaising with the other participants to agree how to enter the land into a Countryside Stewardship agreement. You will have to resolve any boundary issues with neighbouring commons and farms before you apply.

Step 7: negotiate an application with Natural England and RPA

We will work with you and Natural England to develop the details of the proposed agreement. In doing so, we will need to see the details of the internal agreement, as this may affect the options for inclusion in the agreement.

You must fill in the [Common land and shared grazing supplementary application form](#) from GOV.UK and send it with your final application. On this form you must be able to declare on the supplementary form that:

- the landowner of the common or shared grazing consents to the Countryside Stewardship agreement, and

- the RPA customer registration (SBI) for the common or shared grazing includes the names and SBIs of all people who will benefit from or contribute to the delivery of the Countryside Stewardship agreement.

You must send us this final application (and accompanying documentation) by 31 August. As with any successful Higher Tier application, we will issue an agreement offer, with a declaration for you to sign and return.

You must send a signed copy of the internal agreement to us before the Higher Tier agreement starts on 1 January 2023.

Step 8: Site of Special Scientific Interest consent

Where the land includes an area of SSSI, the Countryside Stewardship agreement offer will be subject to a formal notice and consent process.

If new members wish to join the association during the Countryside Stewardship agreement period, to deliver management as part of the Countryside Stewardship agreement, the association must refer the matter to Natural England, since the changes may need to be covered by a consent.

Anyone carrying out activities on an SSSI without consent may be acting in breach of the Wildlife and Countryside Act 1981.

Note A: public engagement

The extent of public engagement required will depend upon the management change which is being considered within the Countryside Stewardship agreement and the impacts that the changes may have on features of interest on the common and on local and national stakeholders. Almost all commons have features of public interest, these include but are not limited to:

- geodiversity features
- public access rights
- historic features
- landscape
- nature conservation

Guidance [Carrying out works on common land](#) is available on GOV.UK. This sets out the type of work that requires consent from the Planning Inspectorate, exemptions and how to apply.

Where work is proposed that needs consent from the Planning Inspectorate you must follow the principles set out in the guide called '[A common purpose: a guide to agreeing management on common land \(CP1\)](#)' on Historic England's website.

Where management changes do not require consent from the Planning Inspectorate public consultation is still required. In these circumstances you do not need to follow the principles in 'A common purpose' but it may be helpful to do so, particularly where there is considerable public interest in your site, for example, if there are significant numbers of visitors.

You should identify relevant stakeholders, contact them, supply information about the proposed scheme, what the intended outcomes will be (for example for biodiversity), and give them the opportunity to give feedback, especially if the proposals would affect them.

It may be helpful to prepare a summary of the scheme proposals, including maps and pictures that you can send to stakeholders, posted on relevant websites and handed out at public meetings.

You should consult:

- the owners of the land
- the commons council or association (if there is one)
- others with a legal interest, for example tenants, anyone who has easements or other rights and covenants over the land
- all known commoners (whether they're actively using their rights or not)
- any parish, district, city or county council in the same area as the land
- [Natural England](#)
- [Historic England](#)
- [National Park Authority](#) (if the area you want to work on is in a National Park)
- [Area of Outstanding Natural Beauty \(AONB\) Conservation Board Joint Advisory Committee](#) (if the area of land you want to work on is in an AONB)

- the [Open Spaces Society](#)
- the [Local Authority Historic Environment Record \(HER\)](#)

You may also need to talk to:

- [Wildlife Trusts](#)
- [Local Access Forums](#)
- [Campaign to Protect Rural England](#)
- [Ramblers' Association](#)
- local amenity societies if there are any in the area where the land is
- anyone living on the land or on neighbouring land who could be affected by your planned works.

You should hold public meetings in local venues and invite stakeholders to hear more about the proposals and comment upon them.

You should keep a record of feedback and comments received about the proposals. You should consider how concerns from stakeholders about the proposals could be addressed by alterations to the scheme and implement these if they do not significantly compromise the outcomes sought. You should be able to demonstrate how you have adapted the scheme proposals where this is appropriate.

These are some examples of changes to scheme proposals which could be made in response to feedback:

- agreement on limitation of use of existing tracks in bad weather to reduce potential damage to track surfaces so as not to inconvenience other users
- agreement to retain certain trees (for example on heathland) where these are of significance to the local community
- alteration of grazing calendar to reduce conflict with public recreation
- avoidance of operations on non-protected historic features
- provision of new/improved access points where a common is already fenced
- provision of seating at a viewpoint

- alteration of felling proposals to retain screening of buildings, roads or industry adjacent to the common
- alteration of the location of tree planting proposals to provide screening of buildings, roads or industry
- agreement to tie back gates when these are not required to secure livestock.

Annex 7 Options and capital items to address water and air quality issues and for flood and coastal risk

Information about appropriate options and capital items to address water quality issues.

You can identify the types of options and capital items that you can use to deal with the above-mentioned priorities in your local area by using:

- the tables in this annex
- the water quality sections of the [Statements of Priorities](#)
- [Countryside Stewardship grants](#) on GOV.UK

You can get relevant information for your land on [the MAGIC website](#) by following the steps below:

1. 'Countryside Stewardship Targeting & Scoring Layers', then
2. 'Water', then
3. 'Countryside Stewardship Water Quality Priority Areas' (you can make this layer transparent by using the slider under 'Countryside Stewardship Targeting & Scoring Layers')
4. navigate to your land
5. use the 'Identify' tool in order to check the information specific to your land parcels.

Catchment Sensitive Farming (CSF) can provide advice to farmers on the appropriate use of the options and items listed below. For details visit [Catchment Sensitive Farming: reduce water and air pollution](#) on GOV.UK.

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

Code/Action	Impact on pollutants affecting water and air quality in protected areas	Flood and Coastal Risk Management and Physical Modification
AB1 - Nectar flower mix	Phosphate and Sediment – Surface Water	
AB3 - Beetle banks	Phosphate and Sediment – Surface Water Air quality - ammonia	
AB6 - Enhanced overwinter stubble	Pesticides – Ground Water Pesticides – Surface Water	
AB15 - Two year sown legume fallow	Pesticides – Ground Water Pesticides – Surface Water Phosphate and Sediment – Surface Water Air quality - ammonia	
GS1 - Take field corners out of management	Phosphate and Sediment – Surface Water Air quality - ammonia	
GS2 - Permanent grassland with very low inputs (outside SDA)	Faecal Indicator Organisms – Bathing water Nitrate - Surface Water, Phosphate and Sediment – Surface Water Air quality - ammonia	
GS5 - Permanent grassland with very low inputs in SDAs	Faecal Indicator Organisms – Bathing water Nitrate - Surface Water, Phosphate and Sediment – Surface Water Air quality - ammonia	

Code/Action	Impact on pollutants affecting water and air quality in protected areas	Flood and Coastal Risk Management and Physical Modification
HS2 - Take historic and archaeological features currently on cultivated land out of cultivation	Nitrate – Ground Water Nitrate - Surface Water,	
OR1 - Organic conversion - improved permanent grassland	Pesticides – Ground Water Pesticides – Surface Water	
OR2 - Organic conversion - unimproved permanent grassland	Pesticides – Ground Water Pesticides – Surface Water	
OR3 - Organic conversion - rotational land	Pesticides – Ground Water Pesticides – Surface Water	
OR4 - Organic conversion - horticulture	Pesticides – Ground Water Pesticides – Surface Water	
SW1 - 4-6m buffer strip on cultivated land	Phosphate and Sediment – Surface Water Air quality - ammonia	
SW10 - Seasonal livestock removal on grassland in SDAs next to streams, rivers and lakes	Faecal Indicator Organisms – Bathing water Nitrate - Surface Water Phosphate and Sediment – Surface Water	X
SW11 - Riparian management strip	Faecal Indicator Organisms – Bathing water Nitrate - Surface Water Phosphate and Sediment – Surface Water Air quality - ammonia	X

Code/Action	Impact on pollutants affecting water and air quality in protected areas	Flood and Coastal Risk Management and Physical Modification
SW14 - Nil fertiliser supplement	Nitrate – Ground Water Nitrate - Surface Water Air quality - ammonia	
SW2 - 4-6m buffer strip on intensive grassland	Phosphate and Sediment – Surface Water Air quality - ammonia	
SW3 - In-field grass strips	Phosphate and Sediment – Surface Water Air quality - ammonia	X
SW4 - next to terrestrial sites which are sensitive to nitrogen	Phosphate and Sediment – Surface Water Air quality - ammonia	X
SW5 - Enhanced management of maize crops		X
SW6 - Winter cover crops	Nitrate – Ground Water	X
SW7 - Arable reversion to grassland with low fertiliser input	Nitrate – Ground Water Pesticides – Ground Water Pesticides – Surface Water Nitrate - Surface Water Phosphate and Sediment – Surface Water Air quality - ammonia	X
SW8 - Management of intensive grassland adjacent to a watercourse	Nitrate - Surface Water Phosphate and Sediment – Surface Water Air quality - ammonia	X

Code/Action	Impact on pollutants affecting water and air quality in protected areas	Flood and Coastal Risk Management and Physical Modification
SW9 - Seasonal livestock removal on intensive grassland	Faecal Indicator Organisms – Bathing water Nitrate - Surface Water Phosphate and Sediment – Surface Water	X
WT1 - Buffering in-field ponds and ditches in improved grassland	Pesticides – Surface Water Nitrate - Surface Water Phosphate and Sediment – Surface Water Air quality - ammonia	
WT2 - Buffering in-field ponds and ditches in arable land	Pesticides – Surface Water Nitrate - Surface Water Phosphate and Sediment – Surface Water Air quality - ammonia	
RP4 - Livestock and machinery hardcore tracks	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	
LV7 - Livestock troughs	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
RP18 - Above ground tanks	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Nitrate - Surface Water Phosphate and sediment – surface water Air quality - ammonia	X
RP26 - Bio filters	Pesticides – Ground Water Pesticides – Surface Water	

Code/Action	Impact on pollutants affecting water and air quality in protected areas	Flood and Coastal Risk Management and Physical Modification
RP12 - Check dams	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
RP15 - Concrete yard renewal	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Pesticides – Ground Water Pesticides – Surface Water Phosphate and Sediment – Surface Water Air quality - ammonia	
RP5 - Cross drains	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
RP9 - Earth banks and soil bunds	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
FG1 - Fencing	Faecal Indicator Organisms – Bathing water Air quality - ammonia	
RP19 - First flush rainwater diverters or downpipe filters	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Pesticides – Ground Water Pesticides – Surface Water Nitrate - Surface Water	X
RP30 - Floating covers for slurry and anaerobic digestate stores and lagoons	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Nitrate - Surface Water Air quality - ammonia	

Code/Action	Impact on pollutants affecting water and air quality in protected areas	Flood and Coastal Risk Management and Physical Modification
RP2 - Gateway relocation	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
LV3 - Hard bases for livestock drinkers	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
LV4 - Hard bases for livestock feeders	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
RP23 - Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	Pesticides – Ground Water Pesticides – Surface Water	
RP6 - Installation of piped culverts in ditches	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	
RP24 - Lined bio bed plus pesticide loading and wash down area	Pesticides – Ground Water Pesticides – Surface Water	
RP25 - Lined bio bed with existing wash down area	Pesticides – Ground Water Pesticides – Surface Water	
LV5 - Pasture pumps and associated pipework	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
FG3 - Permanent electric fencing	Faecal Indicator Organisms – Bathing water	

Code/Action	Impact on pollutants affecting water and air quality in protected areas	Flood and Coastal Risk Management and Physical Modification
LV8 - Pipework associated with livestock troughs	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
RP16 - Rainwater goods	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Pesticides – Ground Water Nitrate - Surface Water Pesticides – Surface Water Phosphate and Sediment – Surface Water	
LV6 - Ram pumps and associated pipework	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
RP20 - Relocation of sheep dips and pens	Pesticides – Ground Water Pesticides – Surface Water	
RP21 - Relocation of sheep pens only	Pesticides – Ground Water Pesticides – Surface Water	
RP1 - Resurfacing of gateways	Phosphate and Sediment – Surface Water	
RP28 - Roofing (sprayer wash down area, manure storage area, livestock gathering area, slurry stores, silage stores)	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Pesticides – Ground Water Pesticides – Surface Water Nitrate - Surface Water Phosphate and Sediment – Surface Water	
RP7 - Sediment ponds and traps	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X

Code/Action	Impact on pollutants affecting water and air quality in protected areas	Flood and Coastal Risk Management and Physical Modification
RP29 - Self-supporting covers for slurry and anaerobic digestate stores	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Nitrate - Surface Water Air quality - ammonia	
RP22 - Sheep dip drainage aprons and sumps	Pesticides – Ground Water Pesticides – Surface Water	
FG2 - Sheep netting	Faecal Indicator Organisms – Bathing water	
RP10 - Silt filtration dams or seepage barriers	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
RP27 - Sprayer or applicator load and wash down area	Pesticides – Ground Water Pesticides – Surface Water	
RP17 - Storage tanks underground	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Nitrate - Surface Water Phosphate and sediment Air quality - ammonia	X
RP11 - Swales	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	X
FG15 - Water gates	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Pesticides – Ground Water Pesticides – Surface Water Nitrate - Surface Water Phosphate and Sediment – Surface Water	X

Code/Action	Impact on pollutants affecting water and air quality in protected areas	Flood and Coastal Risk Management and Physical Modification
RP3 - Watercourse crossings	Faecal Indicator Organisms – Bathing water Phosphate and Sediment – Surface Water	
RP13 - Yard - underground drainage pipework	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Pesticides – Ground Water Pesticides – Surface Water Nitrate - Surface Water Phosphate and Sediment – Surface Water	
RP14 - Yard Inspection pit	Faecal Indicator Organisms – Bathing water Nitrate – Ground Water Pesticides – Ground Water Pesticides – Surface Water Nitrate - Surface Water Phosphate and Sediment – Surface Water	

Annex 8 Livestock record-keeping requirements on arable and grassland

You must read and meet the requirements detailed in this annex as these are mandatory for all Higher Tier agreement holders.

This annex provides the detail of the livestock record keeping requirements that apply to Countryside Stewardship agreement holders. This will help you show that you are managing the land in accordance with your agreement.

The requirements are in addition to those set out in Sections 5.2.4 and 5.5.1 of this manual.

If you have a Countryside Stewardship agreement that has options with requirements relating to grazing management (including 'do not graze' or 'exclude livestock') the requirements for these options may require you to keep livestock records. The individual option requirements are in your Agreement Document, or can be found at [Countryside Stewardship grants](#) on GOV.UK.

If you do not keep the required livestock records

It is a breach of the option management rules and we may apply reductions – read Section 6.4 of this manual.

How to keep livestock records

At parcel level

You must keep livestock records for each land parcel or grassland unit that includes at least one of the options in 1A or 2A of Annex 8A and at least one of the options in 3A of Annex 8B (if you choose to graze livestock). You do not need to keep land parcel specific records for land parcels that do not contain these options. If you manage several adjacent land parcels as one grassland unit, in a block or on rotation, you may keep one record for that grassland unit as long as any stocking limits that apply (usually set out in a calendar) have been set for the unit or block as a whole.

Where there's a minimum stocking level, it is acceptable for there to be no grazing animals in an individual land parcel at a given time, as long as the minimum level is met when averaged across the block as a whole. You should also keep farm level livestock records unless that grassland unit represents your whole farm (see definition of farm below).

At farm level

If your agreement contains at least one of the options in 1B or 2B of Annex 8A or 3B of Annex 8B, you must make sure there is no over or undergrazing, or intensification of grazing, due to carrying out the option management requirements. Read Section 5.2.4 for more information.

You must keep livestock records as evidence that you have kept to the maximum stocking density required on your farm. The maximum stocking density is:

Mid Tier: do not stock more than:

- 2.5 livestock units (LU) per hectare on non-Severely Disadvantaged Area (SDA) land and
- 2.0 LU per hectare on SDA land

on average over the year across all agricultural land on the farm or production unit where the agreement is located.

Higher Tier: do not stock at more than the rates specified in the Agreement Document on average over the year across all agricultural land on the farm or production unit where the agreement is located.

Recording and retention of livestock records

You can keep livestock records either electronically or on paper. However, your records must include all the required information (see below) as you may be asked to produce these during a site visit.

Use the livestock tables and spreadsheets published at [Livestock record-keeping](#). When you have filled these in, they will give you information to help you explain how you have met your agreement requirements at both the land parcel level and farm level.

It is important to keep your records up-to-date, so that you can produce them if requested.

You must keep these records for the period of your agreement and for at least 7 years after it ends. If a problem occurs you can use your records as evidence of when the problem started, and its extent. This may limit any reductions.

Information you must record

Your records must include:

- the agreement reference number, agreement holder's name and the calendar year (so the data can be linked to a particular agreement and the correct year)
- the name of the person who entered the record (to make it easier to check if there is a difference)
- the date of the record (to show the data has been recorded in a timely way).

Your parcel level records must clearly show:

- the land parcel number(s) so that the data is linked to the relevant land parcel (or parcels - when adjacent land parcels are managed as one unit)
- the option code that applies to the land parcel(s) so that the data is compared with the relevant requirement
- the area of the relevant option within that land parcel(s) so that livestock density calculations are carried out correctly
- the dates when grazing takes place and (where appropriate) the livestock present on the option land parcel to show that grazing has taken place within the prescribed periods and (where appropriate) that the livestock density has been calculated correctly.

You may need to record the following information:

- the species, age bracket and number of livestock on each option land parcel - if your agreement includes a minimum or maximum livestock density or a livestock calendar
- the breed - if you have the native breeds supplement (SP8).

You only need to keep records for the livestock types set out in Annex 8C. You will need to consider the age of the livestock so that you can convert livestock numbers into Livestock Units. You can assess the age of the animals visually or use any other records available.

Your farm level records must include:

- livestock present on farm on the 15th of each month - to show that livestock density calculations are carried out correctly. You will need to record the species, age bracket and number of all the livestock on your farm with the exception of housed stock that never graze land parcels included in your agreement. Making a record each month will mean you can calculate an annual stocking density. You only need to keep records for the livestock types set out in Annex C. You will need to consider the age of the livestock so that you can convert livestock numbers into Livestock Units. You can assess the age of the animals visually or use any other records available
- area of farm - to make sure that livestock density calculations are carried out correctly, the area of your 'farm' is the agricultural area (the area of arable land, permanent grassland and permanent pasture, and/or permanent crops) of all agricultural land on the farm or production unit where the agreement is located (temporary grazing/summer grass keep does not count towards the 'area of the farm').

If you take on more agricultural land you must email or write to us within 90 calendar days of taking over the land. We will then check that the change has not affected the stocking density requirement. (You should also make sure that the land has been registered with us.)

Options with restrictions

You only need to keep land parcel level livestock records for the period when the restrictions on grazing apply. You will find these periods in your option recommended management.

How often you should update your records

Options listed in 1A of Annex 8A

Each time you move animals on or off a land parcel or grassland unit covered by an option listed in Annex 8A 1A, you should update your records to show the new total number, species and age bracket of the animals present.

Options listed in 2A of Annex 8A

You should update your records to show when grazing periods start and stop. This will provide evidence that you are meeting the required numbers in the recommended management of the option.

Options listed in Annex 8B (options that require exclusion of livestock)

You will make an annual declaration on your Countryside Stewardship claim form that you have met the requirements of your agreement, which will be evidence that the exclusion has taken place. If your agreement allows you to graze, and you choose to graze, at some point in the year then you need to follow the guidance for options listed in 2A.

Agreements on common land

If you are the agreement holder on a common (the signatory to the Countryside Stewardship agreement), you will need to make sure that livestock records are kept for the whole common. It is up to you how you get the necessary information from individual graziers on the common. In most cases there will already be a requirement on graziers to keep their own records. The number of animals on the common, at different times of the year, will be set out in the individual agreement.

Records on commons should treat the common as a single grazing unit and records do not need to be broken down to the level of the individual land parcel or grassland unit.

If your Countryside Stewardship agreement requires a minimum stocking level on the common, and stock are moved off the common, you will need to make sure that there is no breach of the required minimum stocking density.

Annex 8A Countryside Stewardship livestock record keeping requirements

Countryside Stewardship options with a livestock calendar; and/or a livestock density requirement

(Use the Parcel level [record-keeping template](#))

1A – Parcel level records

A limited number of Countryside Stewardship options may require you to keep a stocking record to show how you have complied with the stocking rate requirements of an option (for example, minimum and maximum stocking rates by grazing animal type by month).

For those options that include this requirement you will need to keep records that are detailed enough to identify the stocking density on the relevant parcels during these periods.

If your option recommended management does not include this requirement then your records should follow the conditions set out in tables 2 or 3 (whichever applies).

GS9, GS11, SP5, SP6, SP7, SP8, UP2, UP3, UP6

Your records must include the agreement reference number, Agreement Start Date, Agreement Holder's name, the calendar year and the date of each record.

For each parcel, your records must link together the parcel number with the Countryside Stewardship option code, the area of the Countryside Stewardship option within the parcel, the number, species and age bracket of livestock present, and the dates when they are present.

This data will allow you to calculate the livestock density on each parcel and thereby determine how you have met your stocking requirements. For SP6, SP7 and SP8 this data will allow you to determine the ratio of cattle to sheep.

Your records will need to take into consideration the age of the livestock to allow livestock numbers to be converted into Livestock Units. For this purpose you can make a visual assessment of the age of the animals concerned or use any other records available.

Parcel level livestock records only need to be kept for the period when the restrictions on grazing, within the option, apply. You will find these periods in your option recommended management.

If you are managing parts of a parcel differently – for example by using temporary fencing to exclude grazing from a buffer strip - your records need to reflect the relevant requirements for each part parcel.

If you run several adjacent parcels together as one grassland unit, in a block or on rotation, you may keep one record for that grassland unit provided that any associated stocking limits, (usually set out in a calendar), have been set for the unit or block as a whole.

If an option also has a stock exclusion period then your annual declaration on your Countryside Stewardship claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place (see 3A).

If you have an option and a supplement(s) such as SP6 (cattle grazing supplement) on an area of GS10 (Management of wet grassland for wintering waders and wildfowl) you will need to keep records that are relevant to both the underpinning option and the supplement on each parcel (or parcels if managed as a single unit).

1B – Farm level records

(Use the Parcel level [record-keeping template](#))

GS9, GS11, SP7, SP8, UP2, UP3, UP6

Section 5.2.4 of the Countryside Stewardship manual explains the maximum stocking density requirement for your farm. The maximum livestock density for your farm will be included in your Agreement Document.

Your records must demonstrate that you have kept within that limit. The methodology for calculating a farm livestock density is:

The maximum livestock density is an annual average figure and should be calculated by adding together the density for each month of the calendar year and dividing by 12.

This means that you could exceed the maximum at times during the calendar year as long as there are other times when you are sufficiently below the maximum.

Your records will need to include the age of the livestock on the farm or production unit where the agreement is located. You can then convert these livestock numbers into Livestock Units to calculate the livestock density. For this purpose you should make a visual assessment of the age of the animals concerned but you might find it easier to use other records that are available.

For calculating the livestock density on your farm the area of your farm is the agricultural area (the area of arable land, permanent grassland and permanent pasture, or permanent crops) of all agricultural land on the farm or production unit where the agreement is located.

2 - Countryside Stewardship options with simple grazing requirements

2a - Parcel level records

Some Countryside Stewardship options have simple grazing requirements that are not density specific. For example AB8 includes: 'cut (and remove if dense) or graze, 90% of the area between 15 August and 31 October' or GS6 which includes: 'manage the grassland by grazing, hay cutting, or a mixture of both' – if you choose to graze then your records need to show evidence of when this took place.

If you choose to manage the land without grazing then there is no need to keep a grazing record for the parcel (but you will need to meet the relevant control requirements which might apply).

AB8, BE4, BE5, CT1, CT2, CT6, GS1, GS4, GS6, GS16, GS17, HS7, LH1, LH2, OP4, SP1, SP3, SW13, UP1, WD7, WD8, WT12

If you have managed the option land by grazing then you need to keep parcel level livestock records. These must include the agreement reference number, Agreement Start Date, Agreement Holder's name, the calendar year and the date of each record. For each parcel, or grassland unit, the dates, between which, grazing took place should be recorded.

If the option includes prescription P706 - 'keep a monthly record of stock numbers grazing on parcels in this option', you must also record livestock numbers present on the parcel or grassland unit.

If an option has a stock exclusion period then your annual declaration on your Countryside Stewardship claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place (see 3).

Parcel level Livestock Records only need to be kept for the period when the restrictions on grazing, within the option, apply. You will find these periods in your option recommended management.

2B – Farm level records

If your agreement allows you to graze at some point in the year and you choose to graze you will need to keep a livestock record for your farm, as set out in Table 1B. This will show that you have complied with the maximum stocking density for your farm and that you therefore have not intensified livestock production.

If you do not graze this land at all during the calendar year you do not need to keep farm level records unless another option in your agreement requires that these records should be kept.

If you use grazing in some years to manage your options, but not in others, your requirement to keep farm level records might change from year to year.

BE4, BE5, CT1, CT2, CT6, GS1, GS4, GS6, GS17, HS7, LH1, LH2, SP1, SW13, UP1, WD7, WD8, WT12

Annex 8B Options that require exclusion of livestock

Includes options that require exclusion of livestock for a part or the whole of the year. Also explains when to keep parcel level livestock records and farm level records.

3 - Countryside Stewardship Livestock exclusion options

3A – Parcel level records

There is a group of options which require the exclusion of livestock for a part or the whole of the year.

AB1, AB6, AB7, CT3, CT4, CT5, CT7, GS3, GS7, GS8, GS10, GS12, GS13, GS14, GS15, LH3, OP1, SW3, SW4, SW7, SW8, SW9, SW10, SW11, SW12, WD4, WD5, WD6, WD9, WT7, WT9.

If you have complied with the exclusion requirements then you do not have to keep parcel level livestock records. Instead, the annual declaration on your Countryside Stewardship claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place.

If your agreement allows you to graze at some point in the year and you choose to graze, then you need to keep parcel level livestock records as set out in 2A.

3B – Farm level records

If your agreement allows you to graze at some point in the year and you choose to graze you will need to keep a livestock record for your farm, as set out in 1B. This will show that you have complied with the maximum stocking density for your farm and that you therefore have not intensified livestock production.

If you do not graze this land at all during the calendar year you do not need to keep farm level records unless another option in your agreement requires that these records should be kept.

If you use grazing in some years to manage your options, but not in others, your requirement to keep farm level records might change from year to year.

AB1, AB6, AB7, CT3, CT4, CT5, CT7, GS3, GS7, GS8, GS10, GS12, GS13, GS14, GS15, LH3, OP1, SW3, SW4, SW7, SW8, SW9, SW10, SW12, WD4, WD5, WD6, WD9, WT7, WT9.

Annex 8C Convert livestock numbers into Livestock Units

Use the table to convert livestock numbers into Livestock Units.

Animal numbers are converted into livestock units as follows:	LUs
Cattle over 2 years	1
Cattle over 6 months to 2 years	0.6
Lowland ewe and lamb/Ram	0.12
Store lamb, hill ewe and lamb/Hogg/Teg	0.08
Horse	1
Pony / Donkey	0.8
Goat	0.12

Annex 8D Integrated Pest Management (IPM)

Integrated pest management (IPM) emphasises the growth of a healthy crop with the least possible disruption to agro-ecosystems and encourages natural pest control mechanisms.

The following options can form part of an IPM approach to prevent the establishment of pests, weeds and diseases. If successful, appropriate and within proximity of cropped areas, these may limit the need for the use of Plant Protection Products and enhance wildlife and biodiversity on your holding. More information on IPM can be found at [AHDB](#) and [LEAF](#)

Code	Option Name	Option Payment Rate
AB1	Nectar flower mix	£579/ha
AB2	Basic overwinter stubble	£58/ha
AB3	Beetle banks	£636
AB6	Enhanced overwinter stubble	£493/ha
AB7	Whole crop cereals	£554/ha
AB8	Flower-rich margins and plots	£628/ha
AB9	Winter bird food	£640/ha
AB10	Unharvested cereal headland	£640/ha
AB11	Cultivated areas for arable plants	£544/ha
AB14	Harvested low input cereal	£236/ha
AB15	Two year sown legume fallow	£569/ha
AB16	Autumn sown bumblebird mix	£608/ha
BE1	Protection of in-field trees on arable land	£475/ha
BE2	Protection of in-field trees on intensive grassland	£260/ha

Code	Option Name	Option Payment Rate
BE3	Management of hedgerows	£9/100m for 1 side of a hedge
BN11	Planting new hedges	£11.60/m
FM2	Major preparatory works for priority habitats (creation and restoration) and priority species	
GS1	Take field corners out of management	£333/ha
GS2	Permanent grassland with very low inputs (outside SDAs)	£132/ha
GS4	Legume and herb-rich swards	£358/ha
GS5	Permanent grassland with very low inputs in SDAs	£71/ha
GS6	Management of species-rich grassland	£182/ha
GS7	Restoration towards species-rich grassland	£205/ha
GS8	Creation of species-rich grassland	£374/ha
GS13	Management of grassland for target features	£131/ha
GS14	Creation of grassland for target features	£372/ha
OP2	Wild bird seed mixture	£640/ha
OP4	Multi species ley	£115/ha
OP5	Undersown cereal	£233/ha
OR1	Organic conversion – improved permanent grassland	£150/ha
OR2	Organic conversion – unimproved permanent grassland	£76/ha
OR3	Organic conversion – rotational land	£256/ha
OR4	Organic conversion – horticulture	£602/ha
OR5	Organic conversion – top fruit	£960/ha

Code	Option Name	Option Payment Rate
OT1	Organic land management – improved permanent grassland	£20/ha
OT2	Organic land management – unimproved permanent grassland	£31/ha
OT3	Organic land management – rotational land	£109/ha
OT4	Organic land management – horticulture	£380/ha
OT5	Organic land management – top fruit	£960/ha
OT6	Organic land management – enclosed rough grazing	£48/ha
SB1	Scrub control and felling diseased trees	Variable
SB5	Mechanical bracken control	£169/ha
SP3	Bracken control supplement	£175/ha
SW1	4-6m buffer strip on cultivated land	£419/ha
SW2	4-6m buffer strip on intensive grassland	£213/ha
SW3	In-field grass strips	£624/ha
SW4	12-24m watercourse or nitrogen sensitive terrestrial habitat buffer strip on cultivated land	£578/ha
SW5	Enhanced management of maize	£159/ha
SW6	Winter cover crops	£124/ha
SW11	Riparian management strip	£480/ha
TE4	Supply and plant tree	£1.28/tree
TE13	Creation of dead wood habitat on trees	£175/tree
WB1	Small wildlife box	£28.50/box
WB2	Medium wildlife box	£39/box

Code	Option Name	Option Payment Rate
WB3	Large wildlife box	£100/box
WD2	Woodland improvement	£100/ha
WD3	Woodland edges on arable land	£376/ha
WD7	Management of successional areas and scrub	£83/ha
WD8	Creation of successional areas and scrub	£128/ha
WT1	Buffering in-field ponds and ditches in improved grassland	£275/ha
WT2	Buffering in-field ponds and ditches on arable land	£563/ha
WT3	Management of ditches of high environmental value *5 for the management of both sides of the ditch	£42/100m *5

Annex 9: Contact details

Contact details for the Countryside Stewardship Higher Tier

Visit our website

www.gov.uk/rpa

For more information about the Countryside Stewardship Higher Tier scheme in 2022, go to www.gov.uk/rpa/cs

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

Email

ruralpayments@defra.gov.uk

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

Pre-populated application forms

To request a Higher Tier application form you can:

- use the [Rural Payments service](#)
- email or call us using the details above

Completed Countryside Stewardship application forms

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

To contact Natural England

Natural England County Hall
Spetchley Road
Worcester
WR5 2NP

email: enquiries@naturalengland.org.uk
telephone: 0300 060 3900

To contact the Forestry Commission

You can find [Contact details for Forestry Commission](#) on GOV.UK

To contact Historic England

You must contact your Historic England [local office](#).

To contact Catchment Sensitive Farming

You can find a list of [Catchment Sensitive Farming contacts](#) on GOV.UK