

This grant agreement is made between:

- (1) You the Grant Recipient (as identified in the Offer Letter(s)); and
- (2) Forestry Commission, of 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ.

BACKGROUND

- (A) Forestry Commission is the authority responsible for managing the Scheme.
- (B) Forestry Commission has agreed to pay you a Grant subject to the Terms and Conditions in the Agreement (as defined below).
- (C) The Grant is paid as a contribution to the cost of preparing sensitive and well-balanced proposals to plant woodland.
- (D) These Terms and Conditions apply to the Scheme and should be read in conjunction with the details of the Grant set out in the Offer Letter(s), which are personal to you.
- (E) The documents together form the Agreement between you and Forestry Commission.

1 DEFINITIONS AND INTERPRETATION

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

Agreement: the agreement relating to the Grant between you and Forestry Commission, which consists of these Terms and Conditions (set out below), the Offer Letter(s), and where applicable, the Standard Brief. If there is any conflict between the Offer Letter(s), the Standard Brief and these Terms and Conditions, the Terms and Conditions will prevail.

Commencement Date: the date of your written acceptance of the Stage 1 Offer Letter.

Data Protection Legislation: (i) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

Declaration Form: the Grant Recipient's signed declaration of intent to support the submission of the application element of the Woodland Creation Planning Grant Application and Plan.

Design Concept Plan: an annotated spatial plan(s) showing an outline proposal or proposals that account for the woodland's objectives, site appraisal and any other relevant survey work.

DPA 2018: the Data Protection Act 2018.

Exit Day: shall have the meaning in the European Union (Withdrawal) Act 2018.

Final Woodland Creation Design Plan: A spatial plan that accompanies the completed Woodland Creation Planning Grant Application and Plan and shows the preferred design option for the woodland proposal, including detail on the species selection, fencing and protection, ground preparation, stocking density, location of open ground and woodland edge transitions, watercourses, notable features, proposed infrastructure (including any recreational facility proposed), and access points.

Fixed Payment: a payment of £1,500.

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679).

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Grant: the maximum amount of £30,500 to be paid to you in accordance with this Agreement under the Scheme.

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

Land Holding: the area of land under the ownership of the same landowner.

Landowner: the individual, or entity or corporation that owns the land.

Offer Letter(s): the Stage 1 Offer Letter and if applicable, the Stage 2 Offer Letter and the Supplementary Payment Offer Letter(s) (including any accompanying documents in the Offer Letters) accompanying these Terms and Conditions, which gives details of the Grant.

Personal Data: has the meaning given to it in the Data Protection Legislation.

Prohibited Act:

- a) offering, giving or agreeing to give to any servant of Forestry Commission or the Crown any gift or consideration of any kind as an inducement or reward for:
 - i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with Forestry Commission; or
 - ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with Forestry Commission;
- b) committing any offence:
 - i) under the Bribery Act 2010;
 - ii) under legislation creating offences in respect of fraudulent acts; or
 - iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Forestry Commission; or
- c) defrauding or attempting to defraud or conspiring to defraud Forestry Commission.

Scheme: the Woodland Creation Planning Grant managed by Forestry Commission.

Site Appraisal Plan: a map or maps that clearly show how the constraints and opportunities have informed the woodland's design. This will include a bar and written scale, north sign and clear annotation. The scale of the plan will ensure the key features and their character are clearly legible and it is possible to see the relationship between them.

Special Payments: means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

Stage 1 Work: (i) a desk-based review of datasets to complete Stage 1 of the Woodland Creation Planning Grant Application and Plan and recording of the results (including the key features and constraints affecting the woodland's design, presentation of the key features and in a map(s)) and (ii) any additional supporting documents produced that provide further information to support (i) above.

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Stage 1 Offer Letter: the offer letter accompanying these Terms and Conditions, which gives details of the Stage 1 Work.

Stage 2 Work: the: (i) field survey and analysis to validate the data collected through the Stage 1 Work, production of a Site Appraisal Plan and a Design Concept Plan, (ii) completion of Stage 2 of the Woodland Creation Planning Grant Application and Plan and production of the supporting Final Woodland Creation Design Plan, and (iii) any additional supporting documents produced that provide further information to support (i) and (ii) above. Where the Stage 1 Work identifies the presence of existing semi-natural habitat, a Phase 2 Habitat survey will be required.

Stage 2 Offer Letter: where applicable, the offer letter accompanying these Terms and Conditions, which gives details of the Stage 2 Work.

Standard Brief: a specification for survey or assessment work which Forestry Commission will provide, where required, and support under a Supplementary Payment.

Standard Payment: the payment based on the area under the Scheme as further detailed in clause 4.2.

Supplementary Outputs: any specialist surveys, assessments, and/or reports obtained by means of Supplementary Payment and, if applicable, in accordance with the Standard Brief.

Supplementary Payment: a contribution to the actual costs of the Supplementary Work at the rate of support set out in Clause 4.5.

Supplementary Payment Offer Letter: where applicable, the letter accompanying these Terms and Conditions, which gives details of the Supplementary Payment.

Supplementary Work: the specialist work, which goes beyond the Stage 1 Work or the Stage 2 Work, to gather and analyse information and prepare the Supplementary Outputs and which is required to complete the Woodland Creation Planning Grant Application and Plan. Where applicable this work will be required to meet the requirements of any Standard Brief provided by Forestry Commission.

Woodland Creation Planning Grant Application and Plan (WCPG AAP): the document provided by Forestry Commission to complete: (i) the initial Application to the Woodland Creation Planning Grant (ii) Stage 1 Work to receive the Fixed Payment (and where applicable, any Supplementary Payment(s)) and, (iii) if a Stage 2 Offer Letter has been sent to you, the Stage 2 Work to receive the Standard Payment (and where applicable, any Supplementary Payment(s)). The WCPG AAP is available on the Forestry Commission website:

<https://www.gov.uk/guidance/woodland-creation-planning-grant>.

Working Day: any day other than a Saturday, a Sunday or a public holiday in England.

- 1.2 References to **clauses** are to the clauses of these Terms and Conditions. Clause headings shall not affect the interpretation of these Terms and Conditions.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 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 genders.

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- 1.5 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.
- 1.6 A reference to a public organisation includes a reference to any successor of that public organisation.
- 1.7 Any reference in this Agreement which immediately before Exit Day was a reference to (as it has effect from time to time) EU Legislation which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU legislation as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time;
- 1.8 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 DECLARATIONS

- 2.1 As a condition of receiving the Grant you confirm that:
- (a) the declarations made in your declaration form as part of your application for the Grant remain true and accurate to the best of your knowledge and belief;
 - (b) you have full capacity and authority to enter into the Agreement;
 - (c) you are not aware of any circumstances which would prevent you from fulfilling your obligations under the Agreement;
 - (d) if there are any changes (financial or otherwise) to your circumstances which could affect your eligibility or suitability for the Grant or your ability to fulfil your obligations under the Agreement, you will notify Forestry Commission in writing without delay;
 - (e) you have not received and will not receive any duplicate funding or allowances from other public sources in respect of the same obligations you are required to undertake under the Agreement;
 - (f) your obligations under the Agreement do not duplicate and will not duplicate any other legal obligations you would otherwise be required to undertake;
 - (g) you shall make your own enquiries as to the accuracy and adequacy of any information on which you rely in connection with the Agreement;
 - (h) you shall use any payments made under the Grant only for the purposes set out in this Agreement and in accordance with this Agreement;
 - (i) you have not committed, nor shall commit, any Prohibited Act;
 - (j) you will, at all times, comply with all relevant domestic and EU legislation in the performance of your obligations under the Agreement, and;
 - (k) you shall not use the Grant for expenditure on any activities: in breach of applicable legislation or regulations on state aid and/or subsidies; and
 - (l) you shall not carry out any activities that could be constituted as state-aided and/or subsidies and nor shall you pay illegal state aid to any organisation or individual.

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2.2 You confirm that the following eligibility criteria apply:

- i) the total net area of proposed new woodland is at least five hectares and the minimum area of each proposed block of new woodland is 0.5 hectares with a width of at least 20 metres;
- ii) the overall suitability score for the chosen species is 'very suitable' or 'suitable' on the Ecological Site Classification ("ESC") system, which is available at www.forestresearch.gov.uk or from Forestry Commission upon request. If a species proposed by you for planting is a species not recorded or listed in the ESC system, you will provide a proposal with satisfactory evidence showing why the species is suitable for planting in the relevant area. It will then be at the absolute discretion of Forestry Commission whether to approve the proposal and offer the Grant for the planting of the species proposed;
- iii) your proposal to plant trees is not subject to either a requirement for Consent under the Environment Impact Assessment (Forestry) (England and Wales) Regulation 1999 (the EIA regulations)(as amended) or a formal request for further information under an application for an Opinion under the EIA regulations;
- iv) your proposal to plant trees is not a requirement to mitigate the impacts of development under a planning consent;
- v) your proposal to plant trees is not subject to a formal request for further information as part of a Habitat Regulations Assessment under the Conservation of Habitats and Species Regulations 2010;
- vi) the land in respect of which the Grant is to be paid is eligible land and that there are no legal or other restrictions affecting the eligible land which prevent the completion of the approved activities, and;
- vii) you have permission from the landowner to apply for the grant.

3 TERM

3.1 The Agreement shall commence on the Commencement Date and, subject to any earlier termination in accordance with Clause 5 or 12, it shall continue in force until all approvals by Forestry Commission have been made and all payments validly due and payable in accordance with the Terms of the Agreement have been paid.

4 AMOUNT OF GRANT

4.1 Subject to Clause 4.4, Forestry Commission will pay the Fixed Payment upon Forestry Commission's approval of the valid and completed Stage 1 Work. Forestry Commission may then, at its absolute discretion, proceed to send you the Stage 2 Offer Letter. For the avoidance of doubt:

- i) there is no obligation on Forestry Commission to proceed any further with you after completion of the Stage 1 Work, and;

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- ii) only the Fixed Payment will be paid in accordance with this Clause 4.1 if Forestry Commission does not proceed any further with you.
- 4.2 Forestry Commission will pay the Standard Payment upon Forestry Commission's approval of the valid and completed Stage 2 Work. The Standard Payment will be based on the area of the proposed woodland under the Scheme. If your area of proposed woodland under the Scheme is:
- i) at least thirteen point three four (13.34) hectares, the Standard Payment will be calculated, subject to clause 4.3, at a rate of £150 per hectare, reduced by the Fixed Payment.
 - ii) at least five hectares but less than thirteen point three four (13.34) hectares, £500. The Fixed Payment will also be paid.
- 4.3 The area used to calculate the Standard Payment will:
- i) only include woodland blocks with an area over 0.5 hectares and greater than 20 metres in width.
 - ii) be capped at the (net) area proposed for tree planting plus 20% of the woodland's final proposed gross area. This allowance is to account for designed open space and land left unplanted to be managed for environmental objectives.
- 4.4 If your area of proposed woodland under the Scheme is on a Land Holding where a Fixed Payment has already been paid under another Agreement under the Scheme, Forestry Commission may, at its absolute discretion, pay only the Standard Payment for completion of the Stage 1 Work and Stage 2 Work. In such case, Forestry Commission will only pay the Standard Payment upon Forestry Commission's approval of the valid and completed Stage 1 Work and Stage 2 Work. The Standard Payment will be calculated on your area of proposed woodland under the Scheme in accordance with clauses 4.2 and 4.3.
- 4.5 Forestry Commission will support the cost of a Supplementary Payment where the Forestry Commission deems it necessary for the design of the woodland. The Grant Recipient must choose to either provide three independent quotes or opt to accept the set standardised costs where available. Once the Grant Recipient has selected the preferred funding option then it is at the Forestry Commission's discretion whether the Grant Recipient may switch funding options.
- i) where the Grant Recipient chooses to provide three independent quotes Forestry Commission will pay 70% of the actual costs for the Supplementary Work. Forestry Commission will have absolute discretion over which quote is selected. Where necessary, the Grant Recipient will need to use the Standard Brief made available by the Forestry Commission for the Supplementary Work to collect the quotes. Where a Standard Brief applies, the Grant Recipient will ensure any contractors and sub-contractors who undertakes the Supplementary Work on the Grant Recipients behalf comply with the requirements and terms in the Standard Brief.
 - ii) the Standardised cost is non-negotiable and is only available as an option where indicated in the Survey Brief. If no standardised cost option is available then the Grant Recipient must provide three quotes in accordance with paragraph i).

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- 4.6 The Supplementary Payment will be paid upon Forestry Commission's:
- (i) approval of the completed Supplementary Work detailed in either the Stage 2 Offer Letter or in the Supplementary Payment Offer Letter (whichever is applicable), and the completed Stage 2 Work, and;
 - (ii) receipt of a copy of the Supplementary Outputs and a copy of the receipted invoice for the Supplementary Work.
- 4.7 Subject to Clauses 4.13 Forestry Commission may, at its absolute discretion, pay a claim for Supplementary Payment made before the completion of either the Stage 1 Work or the Stage 2 Work if a Supplementary Payment Offer Letter has been sent to you.
- 4.8 Subject to Clause 4.15, the total amount of the Grant under this Agreement (including any Fixed Payment, Standard Payment and Supplementary Payment) will not exceed a total of £30,500.
- 4.9 (Subject to Clause 4.4 where applicable), the Stage 1 Work with any supporting documents and the associated claim for Fixed Payment must be submitted by any deadline specified in the Stage 1 Offer Letter. The Stage 2 Work with any supporting documents and the associated claim for Standard Payment must be submitted by any deadline specified in the Stage 2 Offer Letter. Any Supplementary Work supported under a Supplementary Payment(s) and the associated claim must be submitted with the Supplementary Outputs by any deadline specified in the Stage 2 Offer Letter or Supplementary Payment Offer Letter (whichever is applicable). If you fail to meet the deadline specified in the relevant Offer Letter, the respective payment under that Offer Letter may not be paid. You may request, in writing, an extension to any deadline specified by Forestry Commission. It will be at Forestry Commission's absolute discretion to accept or reject any such request.
- 4.10 (Subject to Clause 4.4 where applicable), Forestry Commission will endeavour to pay any claim of a Fixed Payment to you within 30 Working Days of receiving the completed Stage 1 Work and any supporting documents, provided these are approved by Forestry Commission. Forestry Commission reserves the right to raise queries and/or request further information from you in relation to your completed Stage 1 Work and supporting documents for its approval prior to making the Fixed Payment.
- 4.11 Forestry Commission will endeavour to pay any claim for a Standard Payment to you within 30 Working Days of receiving the completed Stage 2 Work (and Stage 1 Work, where applicable in accordance with Clause 4.4) and any supporting documents, provided these are approved by Forestry Commission. Forestry Commission reserves the right to raise queries and/or request further information from you in relation to your completed Stage 2 Work (and Stage 1 Work, where applicable in accordance with Clause 4.4) and supporting documents for its approval prior to making the Standard Payment.
- 4.12 The Forestry Commission will endeavour to pay any claim for Supplementary Payment to you within 30 Working Days of receiving the completed Stage 2 Work and any supporting documents and the completed Supplementary Work (including the Supplementary Outputs) provided the Stage 2 Work and the Supplementary Work are approved by Forestry Commission. Forestry Commission reserves the right to raise queries and/or request further information from you in relation to the completed Stage 2 Work and any supporting documents and the Supplementary Work (including the Supplementary Outputs) prior to making the Supplementary Payment.

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- 4.13 Where Forestry Commission agrees to pay a claim for Supplementary Payment before completion of the Stage 1 Work or the Stage 2 Work under clause 4.6, Forestry Commission will endeavour to pay any claim to you within 30 Working Days of Forestry Commission: (i) receiving and approving the completed Supplementary Work (including the Supplementary Outputs) as meeting the requirements detailed in the Supplementary Payment Offer Letter, and where applicable, the Standard Brief; and (ii) a copy of the receipted invoice for the Supplemental Work. Forestry Commission reserves the right to raise queries and/or request further information from you in relation to the Supplementary Work (including the Supplementary Outputs) prior to making the Supplementary Payment.
- 4.14 The Grant Recipient should not begin work before a Grant Offer Letter for either Stage 1 Work, Stage 2 Work and/or Supplementary Payment Work has been received and accepted. Forestry Commission will be under no obligation to approve funding for any works submitted to Forestry Commission prior to an offer being issued and accepted. Any works received by Forestry Commission before an offer has been issued and accepted will be submitted at the Grant Recipient's own risk. In such instances the funding outcome will be assessed on a case by case basis and either:
- i) be approved for funding once retrospective acceptance of the relevant Grant Offer Letter has been received by Forestry Commission and the work has been deemed as satisfactory;
 - ii) be considered for Special Payment;
 - iii) be rejected for funding with the Grant Offer being withheld.

All three funding outcomes will not preclude the Grant Recipient from continuing with their woodland creation proposal, but any work undertaken will be done so at the Grant Recipient's own risk.

- 4.15 Valid due and payable payments under the Grant will be paid directly to your nominated business bank account situated in the UK via BACS transfer by the Authority, in pounds sterling.
- 4.16 You agree and accept that any payments under the Grant can only be made to the extent that the funds are available. The amount of the Grant, whether in the Fixed Payment, Standard Payment or Supplemental Payment shall not be increased in the event of any overspend by you.

5 WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 5.1 If at any time it is found you did not meet the eligibility criteria (in Clause 2.2 above) or, you breach or fail to comply (by act or omission) the Terms and Conditions of the Agreement, or commit or committed a Prohibited Act, or if there is a change in circumstances affecting your eligibility to receive the Grant, Forestry Commission reserves the right to suspend, reduce, withhold or reclaim (require repayment of) the Grant, in full or in part.
- 5.2 If any sum becomes repayable under the Agreement, it shall be treated as a debt owed by you to Forestry Commission until such time as the outstanding amount is repaid. A recovery order will be issued to you specifying the amount to be repaid and the date by which repayment must be made.

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- 5.3 If you fail to make a repayment within 60 days of the date of the relevant recovery order, Forestry Commission reserves the right to charge interest on the outstanding debt at a daily rate equivalent to the Bank of England base rate plus 1%.
- 5.4 Where any sum is repayable under the Agreement and you have failed to repay the outstanding amount within the period specified in the recovery order, Forestry Commission reserves the right, at its absolute discretion, to deduct the outstanding debt from future payments due to you under this Agreement and any other agreement Forestry Commission may have with you, and/or terminate the Agreement in accordance with clause 12.
- 5.5 If you receive any overpayment or any payment to which you are not entitled (including in the event of an administrative error), the overpaid or undue amount must be repaid. It is your responsibility to check all payments you receive and notify Forestry Commission immediately if you have any reason to believe that an error has occurred.

6 ACCESS TO DOCUMENTS AND INFORMATION

- 6.1 You agree that you shall, upon request, supply any documents, information, data, reports or written or verbal explanations which may be required by Forestry Commission or any other UK public authority (including their authorised representatives and auditors) in connection with this Agreement.

7 SITE VISITS

- 7.1 Forestry Commission (or its authorised representatives) shall be entitled (and you will facilitate and grant full access to Forestry Commission) to inspect your land or premises, at all reasonable times and on reasonable notice, for the purpose of ensuring that the Terms and Conditions of this Agreement have been complied with.

8 MAINTENANCE OF ACCOUNTS AND RECORDS

- 8.1 You shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant and evidence of your compliance with this Agreement.
- 8.2 You 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 three years from termination or expiry of this Agreement. Forestry Commission shall be entitled (and you shall facilitate and grant full access to Forestry Commission) for the purpose of reviewing your accounts and records relating to the Grant and to take copies of such accounts and records.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights (whether registered or not) whatsoever owned by or licensed to either you or Forestry Commission before the Commencement Date or developed by either party under the Agreement, shall remain the property of that party.
- 9.2 Where any documents or materials (including without limitation, any surveys or assessments) are provided to Forestry Commission or other public bodies under this Agreement, you shall ensure that Forestry Commission and those bodies are entitled to use such documents or materials. Where you (or your contractors or sub-contractors) own any Intellectual Property Rights in such documents or materials, you hereby grant (and undertake that your contractors

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and sub-contractors grant) a non-exclusive, royalty-free, perpetual licence (with a right to sub-licence) to Forestry Commission and those other public bodies to use such Intellectual Property Rights to the extent necessary to give effect to this clause.

- 9.3 You agree to make any Supplementary Outputs and any data gathered (by you or any of your sub-contractors) available to Forestry Commission and any other public authority in connection with this Agreement without any further payment and for an indefinite period, to use for any purposes, including publication. To that end you (and you undertake that your contractors and sub-contractors) shall (i) grant to Forestry Commission and other public bodies a non-exclusive, perpetual, royalty-free, worldwide and irrevocable licence (including any Intellectual Property Rights) to use the Outputs for any purposes, including publication; and (ii) ensure any third party owner of any Intellectual Property Rights in any Supplementary Outputs grants to Forestry Commission and other public bodies a non-exclusive, perpetual, royalty-free, worldwide and irrevocable licence to use the Supplementary Outputs for any purposes, including publication.

10 DATA AND INFORMATION

- 10.1 The parties shall comply with all relevant UK and EU Data Protection Legislation in delivering their obligations under the Agreement.
- 10.2 You acknowledge that Forestry Commission is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 10.3 Forestry Commission shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIRs.
- 10.4 Forestry Commission is the Controller of any Personal Data the Grant Recipient gives to Forestry Commission. For information on how Forestry Commission handles personal data search for 'Forestry Commission Personal Information Charter' on GOV.UK.
- 10.5 To the extent that the Grant Recipient and Forestry Commission share any Personal Data for the purposes of this Grant, the parties accept that they are each a separate independent Controller in respect of such Personal Data. Each party:
- (i) shall comply with applicable Data Protection Legislation in respect of its processing of such Personal Data;
 - (ii) shall be individually and separately responsible for its own compliance; and
 - (iii) does not and shall not process any Personal Data as Joint Controllers.

11 LIMITATION OF LIABILITY

- 11.1 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.
- 11.2 Forestry Commission accepts no liability for any consequences, whether direct or indirect, arising from the Agreement or your use of the Grant or from withdrawal or your repayment of the Grant.
- 11.3 Subject to clause 11.1 and 11.2, Forestry Commission's total aggregate liability in connection with the Agreement shall not exceed the amount due and payable to you under and in accordance with the terms of the Agreement.

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- 11.4 You shall indemnify Forestry Commission against all claims (including any third party claims), demands, actions, costs, expenses, losses, damages and all other liabilities arising as a result of your breaches (including breach of statutory duty), misrepresentation(s), negligence, actions, inactions or omissions in connection with and under the Agreement.

12 TERMINATION

- 12.1 Forestry Commission reserves the right to terminate the Agreement on written notice to you if:
- (a) you have breached the Terms of the Agreement or there is a change in circumstances affecting your eligibility to receive the Grant; or
 - (b) you have failed to repay any sum which has become recoverable under the Agreement.
- 12.2 You may terminate the Agreement at any time prior to receiving any payments under the Grant by giving written notice to Forestry Commission.

13 CONSEQUENCES OF EXPIRY OR TERMINATION

- 13.1 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.
- 13.2 Expiry or termination of the Agreement shall not affect the continuing rights and obligations of the parties under clauses 5 (Withholding, suspending and repayment of Grant), 6 (Access to Documents and Information), 7 (Site Visits), 8 (Maintenance of Accounts and Records), 9 (Intellectual Property Rights), 10 (Data and Information), 11 (Limitation of Liability), 13 (Consequences of Expiry or Termination), 15 (Severability), 16 (Waiver), 17 (Notices), 18 (Dispute Resolution), 20 (Third Party Rights), 21 (Governing Law) or any other provision in the Agreement 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.

14 VARIATION

- 14.1 Forestry Commission reserves the right to vary these Terms and Conditions. Any variation will be effected in writing and notified to you in advance. Forestry Commission shall endeavour to give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences for you.

15 SEVERABILITY

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

16 WAIVER

- 16.1 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.

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17 NOTICES

- 17.1 All notices in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) using the contact details set out in the Offer Letter (or any updated address which is subsequently notified by one party to the other). It is your responsibility to notify Forestry Commission of any change to your contact details.
- 17.2 If personally delivered or if e-mailed all such notices shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such notices shall be deemed to have been given and received on the second Working Day following such mailing.

18 DISPUTE RESOLUTION

- 18.1 Any dispute arising between the parties, or any complaint or appeal by you concerning Forestry Commission's actions in connection with the Agreement, shall be resolved according to Forestry Commission's actions complaint procedure which is set out here: <https://www.gov.uk/government/organisations/forestry-commission/about/complaints-procedure>. Information on this process can also be obtained from: The Executive Office, England National Office, 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ. Tel: 0300 067 4000 or by email at nationalenquiries@forestrycommission.gov.uk.

19 NO PARTNERSHIP OR AGENCY

- 19.1 The Agreement shall not create any partnership or joint venture between Forestry Commission and you, 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.

20 THIRD PARTY RIGHTS AND ASSIGNMENT

- 20.1 This Agreement does not and is not intended to confer any contractual benefit on any person who is not a party to the Agreement. You shall not transfer, assign, sub-contract, charge, or otherwise dispose of any part of the Grant, Scheme or any of your obligations under this Agreement to a third party without Forestry Commission's prior written approval.

21 GOVERNING LAW

- 21.1 The Agreement shall be governed by and construed in accordance with the law of England and without prejudice to the Dispute Resolution set out in Clause 18 above, the parties irrevocably submit to the exclusive jurisdiction of the English courts.