

Local Authority Treescapes Fund  
Memorandum of Understanding between

THE FORESTRY COMMISSION

And

[Lead Local Authority]

In relation to the  
Local Authority Treescapes Fund

Amended June 2024 - affects LATF Agreements issued from June 2024

This Memorandum of Understanding (MoU) is made between:

(1) the Forestry Commission (FC); and

(2) the Lead Local Authority (“Lead LA”), on behalf of individual Local Authorities (LA)

(each a “Party” and together the “Parties”).

<b>Definitions</b>	
Agreement	The Lead LAs signed Offer of Funding Letter, Grant Determination Letter, Project Cost Calculator and signed MoU form the LATF Agreement.
BPS Payments	Payments made under the Basic Payments Scheme for land (owned by either the Lead LA or a Third Party) on which the Funded Activities will be undertaken.
Code of Conduct	A set of principles under <a href="#">HMG Grants Functional Standard</a> that outline the expectations placed on recipients of government grants.
Funded Activities	The actions undertaken to deliver the LATF that are supported by the LATF Grant Funding as set out in clause 2.1, including tree planting, relevant actions relating to Natural Colonisation and maintenance activities, and any the LATF EPREC.
Funding Period	The period the Lead LA receives capital Grant Funding for both planting activities and maintenance payments.
Grant	The grant awarded under the LATF.
Grant Claim	The submission by the recipient to FC for payment of Grant Funding.
Grant Manager	Individual/s responsible for designing the grant programme and determining Grant Funding needs.
Grant Payments or Grant Funding	Payments made to the Lead LA to cover costs of trees, planting activities and Maintenance Payments.
Grant Recipients	Lead LA & other local authorities covered by the grant application.

LATF Application Form	The form used by the LATF applicants to apply for the LATF.
LATF Claim Form and LATF Claims Declaration Form	Forms used by the Lead LA to claim costs awarded for trees, planting and maintenance activities.
LATF Extraordinary Payment for Restocking in Exceptional Circumstances (EPREC)	Under clause 14, a discretionary payment of Grant Funding by the FC if it determines that the LA is prevented from complying with its obligations under clause 13.8 due to exceptional circumstances, such as extreme weather conditions, and the land where the failed planting occurred otherwise qualifies.
LATF Grant Determination Letter	Correspondence to the Applicant detailing the Grant decision, Grant determination number, and total Grant Funding awarded.
LATF Offer of Funding Letter	Correspondence to the Applicant detailing an indicative Grant decision for the full Grant Funding Period, subject to review based on performance.
LATF Post-Planting Report (PPR)	A report submitted by the Lead LA detailing evidence of planting works completed and submitted within the financial year that planting activities are completed.
Lead LA	The Lead Local Authority that applies for funding, agrees to the MoU and receives the funds.
Maintenance Payments	Establishment payments to support the cost of weeding, watering and checking trees during multiple visits over a 3-year period.
Natural Colonisation	The process by which trees colonise new ground from existing local tree development, typically over several decades.
Maintenance Period	A period of three (3) years after the final grant payment is made by FC to the Lead LA.
Parties' Representatives	Individuals acting or purporting to act on behalf of the Lead LA or FC.
Payment 1	50% payment for first year planting costs made upon claim by the Applicant, following receipt of the signed LATF MoU.

Payment 2	Up to the balance payment for first year planting costs made upon claim by the Applicant, following submission of the PPR.
Payment 3	50% payment for second year planting costs made upon claim by the Applicant. This only applies if the Lead LA has a two-year planting period.
Payment 4	Up to the balance payment for second year planting costs made upon claim by the Applicant, following submission of the PPR. This only applies if the Lead LA has a two-year planting period.
Performance Improvement Plan	A formal document issued by the FC used to address failures and support the Lead LA to fulfil the funded activities. This is incorporated into the Site Inspection Report.
Representative	Person/s authorised to act and speak on behalf of the Lead LA or the FC.
Project Cost Calculator	The Project Cost Calculator is a Microsoft Excel document which asks the applicant for the quantity and unit value of trees (standards, feathers and whips) and other items which support the project. It forms part of the agreement once the Offer of Funding is accepted, the Grant Determination Letter is issued, and the MoU is signed and returned.
Tree Survival Rate	An expected level of loss with tree replacements to be funded by the Lead LA.
Third Party	A person or group besides the FC and Lead LA involved in delivering the LATF activities.
UK Forestry Standard	The UK Forestry Standard (UKFS) is the reference standard for sustainable forest management in the UK.
Woodlands	Woodlands are defined as groups of trees of 0.5 ha and over with a minimum width of 20 m and canopy cover of 20% or greater. Woodland planting is not eligible under the LATF.

## 1. BACKGROUND

- 1.1 The Secretary of State for Defra has determined under Section 31 of the Local Government Act 2003 that a Grant should be paid to the LA or Lead LA.
- 1.2 The Treasury has consented to payment of this Grant. An agreement is made between the FC and the Secretary of State for Defra pursuant to section 78 of the Natural Environment and Rural Communities Act 2006 (“NERC”) authorising the FC to deliver the Grant funding on behalf of the Secretary of State.
- 1.3 The Parties commit to working in partnership on the successful delivery of the Local Authority Treescapes Fund (the LATF). The Parties agree that failure to meet any of the obligations in the Agreement could lead to Grant payments being stopped.
- 1.4 The Lead LAs accept that payment of Grant will only be made to the Lead LA. It is the responsibility of the Lead LA to apply for the LATF Grant Funding, to sign the Offer of Funding Letter and the MoU and to receive and transfer funds to any other LAs or third parties for the Funded Activities as appropriate.
- 1.5 The FC accepts no liability for any consequences, whether direct or indirect, that may arise from the Lead LA delivering the Funded Activities, the use of the Grant, withholding future LATF Grant Payments or suspension of the Grant Funding.

## 2. PURPOSE AND DURATION OF THE GRANT

- 2.1 The Grant covers the following Funded Activities: capital expenditure relating to tree planting (or supported Natural Colonisation) and related aftercare (Maintenance Payments) and any discretionary EPREC payments to supply and plant trees to replace those lost due to failed planting in specified circumstances. The Parties agree that the Grant will be used for the purpose of delivering of the Funded Activities.
- 2.2 The Grant Funding Period starts upon FC receipt of the signed MoU (the Commencement Date) and ends after the final maintenance claim payment, unless terminated earlier in accordance with this MoU.
- 2.3 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the provisions of the MoU. The Parties enter this Agreement intending to honour all their obligations and responsibilities within the MoU. The process that will be followed by the Parties should any party not fulfil these obligations is set out below in Paragraph 12.

## 3. PAYMENT OF GRANT AND ROLES & RESPONSIBILITIES

- 3.1 The Lead LA specified a bid value to deliver the planting and maintenance detailed in the LATF Project Cost Calculator submitted at point of application. The FC have determined the total to be awarded within the LATF Offer of Funding Letter and the LATF Grant Determination Letter.

3.2 The capital funds awarded are within the costs expected by the FC for this planting and have been accepted.

3.3 The Parties agree that:

3.3.1 Once the FC is in receipt of the signed MoU, the FC will provide Grant Funding in stages. In the first financial year of its active Agreement, the FC will make payments to the Lead LA. The first instalment (Payment 1) of Grant Funding will be made in advance of year 1 planting, having received a signed and valid LATF Claim Form and LATF Claims Declaration Form. Where possible the payment will be made within 30 working days of receipt of the LATF Claim Forms

3.3.2 Following submission and review of the year 1 planting Post-Planting Report & Claim Form (PPR), photographic evidence and maps of the planting locations, the FC will provide a second instalment (Payment 2) of Grant Funding to the Lead LA, having received a signed and valid LATF Claims Declaration Form. This will be up to the balance of the agreed payment for works carried out in the first year. Where possible the payment will be made within 30 working days of receipt of the LATF Claim Forms. The FC may also make on-site visits to check planting activity has been undertaken.

3.3.3 If the Lead LA has a two-year planting Agreement, in the second financial year of planting, the FC will make another payment to the Lead LA. This will be 50% of the agreed payment for works carried out in the second year. This third instalment (Payment 3) of Grant Funding will be made in advance of year 2, having received a signed and valid LATF Claim Form and LATF Claims Declaration Form. Where possible the payment will be made within 30 working days of receipt of the LATF Claim Forms.

3.3.4 If the LA has a two-year planting Agreement, following submission and review of the year 2 planting Post-Planting Report & Claim Form (PPR), photographic evidence and maps of the planting locations, the FC will provide a fourth instalment (Payment 4) of Grant Funding to the Lead LA, having received the signed and LATF Claims Declaration Form. This will be up to the balance of the agreed payment for works carried out in the second year. Where possible the payment will be made within 30 working days of receipt of the LATF Claim Forms. The FC may also make on-site visits to check planting activity has been undertaken.

3.3.5 The FC will pay the Lead LA up to three annual Maintenance Payments following submission of a signed and valid LATF Claim Form, LATF Claims Declaration Form and any supporting evidence by the Lead LA and subsequent FC confirmation that maintenance activity has been undertaken. The FC will request a LATF beat up survey in the final year of the Maintenance Period or ahead of the Year 3 Maintenance Payment (where applicable). The FC can request on site visits to check maintenance activity has been undertaken.

3.3.6. On request, the Grant Recipient will provide the Authority with evidence of the costs, which are classified as Eligible Expenditure in paragraph 6, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.

- 3.4 The Parties agree that the FC may adjust any Funding payments downwards if the planting within the PPR differs from the planting numbers detailed in the LATF Cost Calculator and the MoU. This reduction mechanism for future payments will be set out in the LATF Amendment Letter detailing the adjustment and will amend and reissue the LATF Grant Determination Letter (Annex 1) if the value of the Grant Funding is amended. The FC will not adjust the Grant Payments upwards should the cost of delivery increase.
- 3.5 Unless otherwise stated in this MoU, the Grant payments will be made within 30 working days of the FC receiving a valid LATF Claim Form and LATF Claims Declaration Form. The FC reserves the right not to consider any Grant Claim submitted after the claim deadline or in the case of a Grant Claim that is incomplete, incorrect, or submitted without the full supporting documentation. If the Agreement is subject to inspection, the Grant Claim payments may be reduced and/or delayed.
- 3.6 Where a Lead LA enters a contract with a Third Party in connection with the Funded Activities, the Lead LA will be responsible for payment to the Third Party, and all Lead LA obligations under the MoU will remain.

#### 4. POST-PLANTING REPORT

- 4.1 As part of the PPR, the Lead LA will provide written, photographic & map-based evidence of planting activities from the Lead LA on completion of planting activities and before second payment. The PPR submission will include:
- 4.1.1 Species, location, tree size, total area of planting locations and number of trees planted and date planted. This will meet the plans set out in the LATF application form, the LATF Cost Calculator and in the MoU.
  - 4.1.2 Evidence that planting has met minimum standards set by the activity prescriptions detailed by the Lead LA in the LATF Application Form and any associated annexes.
  - 4.1.3 Evidence of a minimum 75% Tree Survival Rate for trees planted, or that all reasonable actions have been taken in order to deliver this survival rate.
  - 4.1.4 Evidence of any Funded Activities to support Natural Colonisation.
- 4.2 Tree Survival Rate below 75% will be subject to FC Performance Improvement Plans except where FC agree the Lead LA is eligible for EPREC. All losses will be expected to be funded by the LA in order to meet the Tree Survival Rate and receive Maintenance Payments except where FC agreed the Lead LA is eligible for EPREC.
- 4.3 The FC reserves the right to carry out inspections of planting and maintenance throughout the Agreement period to inform subsequent payments in line with Paragraph 5.6.
- 4.4 The Lead LA agrees to submit details of Tree Survival Rates at the end of the Maintenance Period (as part of their final maintenance claim if applicable).

## 5. INSPECTION

- 5.1 The Lead LA shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved. This includes EPREC funded replanting activities where applicable.
- 5.2 The FC will implement a risk-and-random inspection regime according to an annual selection process.
- 5.3 Where activities funded under the LATF have occurred on land owned by the Lead LA, the Lead LA must provide access to such land at any time, where tree planting under the LATF has occurred, for the purposes of an inspection by FC.
- 5.4 Where Funded Activities have taken place on a Third Party's land, the Lead LAs will take reasonable steps to ensure the FC can access the land for the purposes of inspection.
- 5.5 The FC will notify the Lead LA and Third Party (where relevant) no more than 48 hours in advance of an inspection. A Representative of the Lead LA does not need to be present at the time of inspection. The Lead LA agrees that the Lead LA (or their confirmed agent) will sign the FC's subsequent inspection report to confirm that they understand the inspection outcome and the reasons for it. Failure to sign the report by either Party will be handled in line with Section 12 of this MoU: Dispute Resolution and Appeals.
- 5.6 In cases where an inspection determines that remedial works are required to fulfil the obligations of this MoU and the objectives of the Funded Activities, the FC may withhold all or part Grant Payment until a further inspection shows that the Lead LA or its sub- contractors have undertaken the work required to correct the issues found at the initial inspection (either qualitative or quantitative). A Performance Improvement Plan may be developed to support the Lead LA to fulfil the activities in this MoU or undertake any remedial work.
- 5.7 Inspections will look for evidence of defrayal, necessary consents, licences and permissions (in particular, that they were in place prior to the Funded Activities taking place), and evidence that the Grant funded works have been undertaken in accordance with the MoU and published prescriptions, and to an acceptable standard.
- 5.8 The Lead LA agrees to provide the FC with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the FC may require, from time to time, to establish whether the Lead LA has used the Grant in accordance with the MoU.

## 6. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 6.1 Funding will not be awarded for work undertaken prior to the effective date of this the LATF MoU (the date when the MoU has been signed by the Lead LA and received by the FC).
- 6.2 The Capital Grant paid to the local authority will be used only for **capital purposes** in accordance with regulations made under section 11 of the Local Government Act 2003. If



the Lead LA is found to be non-compliant with this provision, the Lead LA shall return the Capital Grant element to the FC.

6.3 The Lead LA will use the Grant for delivery of the Funded Activities. Eligible costs within this valuation will include:

6.3.1 Capital costs associated with initial planting of trees (young trees, stakes, shelters, other authorised capital items).

6.3.2 Capital costs associated with supported Natural Colonisation (ground preparation, herbivore fencing, supplementary planting, other authorised capital items).

6.3.3 Capital Maintenance costs to support establishment including the cost of weeding, watering and checking trees during multiple visits over a three (3)-year period.

6.3.4 Capital costs associated with purchasing replacement trees awarded via the LATF Extraordinary Payment for Restocking in Exceptional Circumstances (EPREC)

## 7. CONFLICTS OF INTEREST

7.1 Neither the Lead LA nor its Representatives shall engage in any personal, business, or professional activity which conflicts or could conflict with any of their obligations in relation to the MoU.

7.2 The Lead LA will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## 8. STATUTORY DUTIES

8.1 The Parties will comply with all relevant legislation, including all relevant environmental legislation and public procurement legislation.

8.2 The Lead LA will provide all necessary assistance and cooperation which is reasonably requested by the FC for the purposes of complying with its obligations under the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). If the FC requires the Lead LA to supply information pursuant to a FOIA/EIR request, the Lead LA will supply all such information which is within its possession or control within five (5) working days (or such other period as is reasonably required).

8.3 If the Lead LA receives a FOIA/EIR request from a member of the public in connection with the LATF, it will notify the FC within two (2) working days of receipt. The FC expects the Lead LA to consider the exception under regulation 12(5)(f) (the interests of the person who provided the information) regarding information it received from the FC and seek consent for disclosure of information provided by the FC.

8.4 The Lead LA will undertake all required actions in relation to subsidy control obligations. The Lead LA will ensure that delivery of the Funded Activities do not put the FC in breach of the UK's international obligations in respect of subsidies.

- 8.5 The Lead LA will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the FC to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 8.6 The Lead LA will follow internal processes regarding governing debt and double payment.

## 9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1 The Lead LA will always comply with all applicable legislation relating to anti-bribery and anticorruption, including but not limited to the Bribery Act 2010.
- 9.2 The Lead LA must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Lead LA shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3 All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the FC within 10 working days. The Lead LA shall explain to the FC what steps are being taken to investigate the irregularity and shall keep the FC informed about the progress of any such investigation. The FC may however request that the matter (which the Lead LA is obliged to carry out) is referred to external auditors or other Third Party as required.
- 9.4 The FC will have the right, at its absolute discretion, to insist that the Lead LA address any actual or suspected fraud, theft, or other financial irregularity and/or to suspend future payment of the Grant to the Lead LA on the grounds of reasonable suspicion of financial irregularity (even if unproven). Grounds for reasonable suspicion shall include what the Lead LA, acting with due care, should have suspected.
- 9.5 The Lead LA agrees and accepts that it may become ineligible for Grant and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of His Majesty's Revenue and Customs.
- 9.6 For the purposes of paragraph 9.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the MoU. The Lead LA may be required to provide statements and evidence to the FC or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.
- 9.7 If, having agreed to Statement 10 in the Declarations Section of the LATF Application Form and having received Grant Funding, and the Lead LA is subsequently found to have made serious misrepresentation in relation to offences listed in the ['List of Mandatory and Discretionary Exclusions'](#), the FC may exclude the Lead LA from further funding, immediately suspend funding, and or terminate this MOU.

## 10. CHANGES TO THE FC'S REQUIREMENTS

- 10.1 The FC will notify the Lead LA of any planned changes relating to the administration and monitoring of the LATF.
- 10.2. Where necessary, the FC will go through established governance processes and change control processes prior to making any material changes to the scheme, including a full assurance assessment and approvals process.
- 10.3 The FC reserves the right to vary or amend this MOU. Any variation will be effected in writing and notified to the LA 30 days in advance. The FC shall endeavour to give such notice as is reasonable and proportionate, having regard to the nature of the variation and its consequences to the Lead LA and any onward grant recipients.
- 10.4 The Lead LA will accommodate on a best endeavours basis, any changes to the FC's needs and requirements under this MoU.

## 11. RETENTION OF DOCUMENTS

- 11.1 The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities for the duration of the Funding Period.
- 11.2. The Grant Recipient shall take photographs and retain them for the duration of the Funding Period and, on request of the Authority, make them available to the Authority within five (5) Working Days of such request.
- 11.3 The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for the duration of the Funding Period.

## 12. DISPUTE RESOLUTION AND APPEALS

- 12.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Agreement.
- 12.2 All disputes shall be referred in the first instance to the Parties Representatives.
- 12.3 If the dispute cannot be resolved between the Parties Representatives within a maximum of 60 days, then the matter will be escalated to formal meeting between the Grant Manager and the LA's Chief Executive (or equivalent).
- 12.4 Further escalation of issues or complaints will be handled in line with the FC's complaints and appeals procedure on [gov.uk](https://www.gov.uk).

### 13. CODE OF CONDUCT FOR GRANT RECIPIENTS

- 13.1 The Lead LA acknowledges that by signing the MoU it agrees to take account of the HMG Grants Functional Standard Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the [Code of Conduct](#).
- 13.2 The Lead LA shall immediately notify the FC if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 13.3 The Lead LA acknowledges that a failure to notify the FC of a known or suspected breach of the Code of Conduct may result in the FC immediately suspending or the Grant funding, adjusting the Grant awarded and terminating the MoU.

### 14. ENVIRONMENTAL REQUIREMENTS

- 14.1 The Lead LA shall perform the Funded Activities in accordance with the FC's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 14.2 The Lead LA will ensure all planting or activities to support Natural Colonisation undertaken follow best practice and meets the principles of UK Forestry Standard requirements.
- 14.3 The Lead LA will carry out environmental due diligence in accordance with the planting plan. Including ensuring no planting or natural colonisation on sensitive or unsuitable sites.
- 14.4 The Grant Recipient understands that conversion to another land use after planting may be subject to the Environment Impact Assessment Regulations (Forestry, England and Wales Regulations 1999), as amended, as deforestation and that the current policy in England is that conversion of forest to other land uses shall not occur except in exceptional circumstances.
- 14.5 The Lead LA will have management control or consent and access agreements for all land where Funded Activities have taken place.
- 14.6 The Lead LA agrees that all trees will be sourced from suppliers that can provide evidence that they meet the requirements set out in the Plant Health Management Standard, available at [Plant Health Management Standard 1.1 - Plant Healthy](#). The evidence must be provided in one of two forms at the time of submitting the PPR:
  - Current membership of the Plant Healthy Certification Scheme (Certification Number) or have officially applied to become certified. For nurseries who are not current members of Plant Healthy certification this should be achieved within 12 months.
  - Successful Ready to Plant assessment reference number associated with the Grant Funding Agreement number.

If you are not purchasing your trees from a commercial supplier, you may be granted an Exception to this requirement. To request an Exception please complete and submit a Biosecure Procurement Exception form for FC approval before you purchase stock. Trees that do not qualify for an Exception and do not meet the biosecure procurement

requirement may not be funded.

14.7 The Lead LA will not fund tree felling activities through this scheme.

14.8 The Lead LA will seek to use approaches to minimise plastic waste.

14.9 The Lead LA will take all reasonable actions to deliver over 75% Survival Rate of planted trees.

14.10 For a period of three (3) years after the final Grant Payment is made by FC to the Lead LA under this Agreement the Lead LA shall use reasonable endeavours to ensure the trees planted by the Lead LA as part of the Funded Activities are maintained and become established ('the Maintenance Period'). The Lead LA understands that if the trees are not established successfully by the end of the Maintenance Period the Grant support for such trees may be reclaimed.

14.11 The Lead LA will not include tree planting within this application or MoU that is already funded by other relevant government grant schemes or restocking as required under a Felling Licence. Failure to notify FC of any other government or public funding may result in an adjustment to the Lead LA Grant Award or a request for a return of Grant Funding.

14.12 The Lead LA will ensure any land managers engaged with the LATF that are already receiving BPS payments, will inform the RPA if necessary and follow due process relating to BPS.

## **15. EXTRAORDINARY PAYMENT FOR RESTOCKING IN EXCEPTIONAL CIRCUMSTANCES (EPREC)**

15.1 If the Lead LA is prevented from complying with its obligations due to exceptional circumstances, such as extreme weather conditions, and the land on which the failed planting qualifies as being outside of Woodlands, the FC reserve the right to provide additional Grant Funding in the form of support payments for the replenishment of those trees up to a 75% Tree Survival Rate threshold. This will constitute an EPREC.

15.2. Any EPREC is conditional on the Lead LA providing evidence that all reasonable actions to deliver the original 75% Tree Survival Rate have taken place and that replacement tree planting will need to be completed within the same financial year as the EPREC having been received, unless agreed otherwise by FC.

15.3 Any EPREC is conditional on more than 35% of the trees planted in the winter planting season, across the whole Agreement, having died as a result of this summer's exceptional weather.

15.4 Lead LAs or LAs with up to 25% losses and Lead LAs or LAs with between 25% and 35% losses, no additional support will be provided. The Lead LA or LA is expected to replant 10% at their own cost.

## **16. FORCE MAJEURE**

16.1 If the Grant Recipient is prevented from complying with its obligations under the Agreement due to force majeure or exceptional circumstances, the FC must be notified in writing, within forty (40) Working Days from the date on which the Grant Recipient (or any person authorised to act on behalf of the Grant Recipient) is able to do so.

16.2 Force majeure or exceptional circumstances may include:

16.2.1 a severe natural disaster gravely affecting the Land;

- 16.2.2 the accidental destruction of livestock buildings on the Land;
  - 16.2.3 an epizootic or a plant disease affecting part or all of the Land of the Grant Recipient's trees; or
  - 16.2.4 expropriation of all or a large part of the Land (provided that the expropriation could not have been anticipated at the time the application for funding was made).
- 16.3 If FC will consider the facts on a case-by-case basis in deciding whether the Grant Recipient is relieved of all or part of its obligations under the Agreement and whether all or part of the Grant Funding should be suspended or repaid, due to force majeure or exceptional circumstances under this paragraph.

## 17. TERMINATION RIGHTS

- 17.1 Either Party may terminate the MoU at any time by giving 20 working days written notice to the other Party.
- 17.2 If the FC terminates the MoU, FC payments will be made to the Lead LA to cover the delivery of the Funded Activities performed up to the termination date. These costs will be identified by the Lead LA and may result in inspection by the FC, prior to any reimbursement.
- 17.3 If the Lead LA terminates the MoU, the FC will cease further payment of Grant Funding. The FC will request that the Lead LA repay to the FC an amount equal to such part of the monies as the Lead LA has not spent in the financial year(s) that planting activities were carried out.
- 17.4 The FC will not be liable to pay any of the Lead LA's costs, losses or liabilities or those of any contractor/supplier of the Lead LA.
- 17.5 Expiry or termination of the MoU shall not affect any of the obligations 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.

**For Forestry Commission Use**

<b>SIGNED by:</b> <b>(Signature)</b>	
<b>Name in block capitals:</b>	
<b>for and on behalf of the Forestry Commission</b> <i>(Insert FC Job Title)</i>	
<b>Date of Signature:</b>	

**For [Local Authority] Use**

<b>SIGNED by:</b> <i>(Signature)</i>	
<b>Name in block capitals:</b>	
<b>Lead LA Representative</b> <i>(Job Title)</i>	
<b>for and on behalf of:</b> <i>(Insert name of Lead LA)</i>	
<b>Date of Signature:</b>	

Please send this signed MoU to [LATF@forestrycommission.gov.uk](mailto:LATF@forestrycommission.gov.uk) to commence your LATF Agreement.