



Countryside Stewardship:

Mid Tier Manual

Applies to all Mid Tier multi-year (including Water Capital Items) agreements commencing on 1 January 2018

Published 10 March 2017

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Introduction

This Manual provides the information needed to apply for the Mid Tier elements of Countryside Stewardship (CS) (“the Scheme”), including Mid Tier the Water Capital only agreements and the additional requirements and processes which must be followed.

Mandatory elements of the Mid Tier Manual

A Countryside Stewardship agreement will comprise:

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

The Terms and Conditions refer to, amongst other things, the mandatory elements of this Manual that Agreement Holders must comply with. The chapters of this Manual that contain mandatory text are:

- chapter 3: Who can apply;
- chapter 6: Scheme requirements and procedures; and
- chapter 7: Agreement Management.

See the main Countryside Stewardship page at: www.gov.uk/government/collections/countryside-stewardship-get-paid-for-environmental-land-management.

For Countryside Stewardship forms see www.gov.uk/government/collections/countryside-stewardship-forms.

1 Scheme overview

1.1 Countryside Stewardship priorities

Countryside Stewardship provides incentives for land managers to look after their environment. The Scheme is open to all eligible farmers, woodland owners, foresters and other land managers through a competitive application process.

Unlike previous rural development Schemes, applications for most elements of Countryside Stewardship are competitive, which means that applications will be scored against specific criteria, and that not everyone who applies will be successful.

Targeting and scoring will encourage applicants to choose options that help achieve the environmental priorities in their local area. See chapter 5 for more information about how applications will be scored.

The main priority for Countryside Stewardship is to protect and enhance the natural environment, in particular the diversity of wildlife (biodiversity) and water quality. Other outcomes include:

- flood management;
- the historic environment;
- landscape character;
- genetic conservation; and
- educational access.

The Government has confirmed that it will guarantee funding for Countryside Stewardship grants if these are agreed and signed before the UK's departure from the EU, even if the grant agreements continue after we have left the EU, subject to meeting the following conditions:

- they are good value for money; and
- they are in line with domestic strategic priorities.

Countryside Stewardship is closely aligned to Defra's strategic priorities. It is one of the main mechanisms for delivery of Defra's Strategic Objective of 'a cleaner, healthier environment, benefiting people and the economy'. It also supports the strategic vision for the 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".

Countryside Stewardship also contributes to the Defra Single Departmental Plan, through delivering the following objectives:

- increased biodiversity, improved habitat and expanded woodland areas;
- cleaner water and sustainable usage;
- productive land and soils; and
- UK better protected against flooding and coastal erosion.

Countryside Stewardship is the principle means by which the Government aims to meet its manifesto commitments to spend £3 billion of CAP funding on protecting and improving the countryside and planting another 11 million trees by 2020.

1.2 Organisations delivering and funding the scheme

The Scheme is jointly delivered by Natural England, Forestry Commission England and the Rural Payments Agency (RPA) on behalf of Defra. All supporting Scheme guidance material can be found at: www.gov.uk/government/collections/countryside-stewardship-get-paid-for-environmental-land-management.

This single scheme supersedes the following schemes which are now closed to new applications:

- Environmental Stewardship (ES) including organic and upland strands;
- the English Woodland Grant Scheme (EWGS); and
- Capital Grant Scheme (CGS) from the Catchment Sensitive Farming (CSF) programme.

1.3 Countryside Stewardship elements

There are three main elements within Countryside Stewardship:

- **Mid Tier:** multi-year agreements for environmental improvements in the wider countryside, that include multi-year options and capital items;
- **Higher Tier:** multi-year agreements for environmentally significant sites, commons and woodlands where more complex management requires support from Natural England or the Forestry Commission, that include multi-year options and capital items; and
- **Capital Grants:** a range of 2 year grants specific to outcomes for hedgerows and boundaries, developing implementation plans, feasibility studies, woodland management plans, woodland creation (establishment), and tree health.

The scheme also provides:

- support for organic conversion and management; and
- a Facilitation Fund, which supports groups of land managers to collectively deliver landscape scale objectives.

For land managers interested in other elements of the scheme refer to GOV.UK to access the following information:

- CS: Higher Tier Manual at: www.gov.uk/government/publications/countryside-stewardship-higher-tier-manual
- CS: Hedgerows and Boundaries Grant Manual at: www.gov.uk/government/publications/countryside-stewardship-hedgerows-and-boundaries-grant-manual-2017
- Facilitation Fund at: www.gov.uk/government/publications/guide-to-countryside-stewardship-facilitation-fund

There is a dedicated woodland support page on GOV.UK at www.gov.uk/government/collections/countryside-stewardship-woodland-support where you can find more information specific on woodland support and the following grants:

- Woodland Creation Grant at: www.gov.uk/government/publications/countryside-stewardship-woodland-creation-grant-manual-2017
- Woodland Management Plan Grant at: www.gov.uk/government/publications/countryside-stewardship-woodland-management-plan-grant-manual-2017
- Woodland tree health via: www.gov.uk/government/collections/countryside-stewardship-woodland-support#funding-for-woodland-management-plans-and-tree-health-support

2 How it works

The chapter details how to select multi-year options and capital items and support for organic farming.

2.1 Selecting multi-year options and capital items

Applicants can select from a wide range of multi-year options and capital items which can be reviewed using the Countryside Stewardship online grants tool at: www.gov.uk/countryside-stewardship-grants. Through this tool, applicants can filter the complete list of multi-year options and capital items according to their availability by scheme element, land use or payment rate, and can access full details about what each option or capital item requires.

A summary table of the multi-year options and capital items available under Mid Tier is available – see Annex 2.

These can be applied for in different combinations to address environmental issues in the wider countryside, such as:

- improving the farmed environment for farmland birds and pollinators – see Annex 4 for full details in relation to the Wild Pollinator and Farm Wildlife Package (WPFWP); and
- reducing diffuse water pollution from agriculture – see Annex 5.

Full details of the Mid Tier multi-year options and capital items can also be found as a downloadable PDF booklet at: www.gov.uk/government/publications/countryside-stewardship-mid-tier-including-water-quality-capital-items-manual

Applicants are encouraged to select multi-year options and capital items that are closest to the environmental priorities for their area, as described in the Statements of Priorities at: www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities. These cover the whole of England. Applicants can use them to:

- identify the priority features and issues being targeted in their area; and
- choose which options and / or capital items to include as part of their application.

2.2 Scoring

The Scheme is competitive with Mid Tier applications being scored and ranked according to their score. The highest scoring eligible applications will, subject to the available budget, be offered agreements for the applicant's consideration – see Chapter 5 for further details on Mid Tier scoring.

After scoring, successful applicants will be made an agreement offer and, if the offer is accepted by the applicant, this will become the Countryside Stewardship agreement starting on the following 1 January.

Organic conversion and management options are not scored and applicants will be made an offer subject to the availability of budget and meeting relevant eligibility criteria. The highest scoring applications will be those where the selected multi-year options and capital items meet locally important priorities.

2.3 Water Capital grants (Mid tier capital only agreements)

There is a limited range of water capital items which can be used to create a Mid Tier agreement comprising of only capital items – see sections 4.3.2 and 4.3.3. Annex 2b details which items can form a capital only agreement.

2.4 Organic conversion and management

Organic conversion and management applications are not competitive. All eligible applicants will be offered an agreement, subject to the availability of sufficient budget.

The organic conversion and management options can be used alone by applying through the Mid Tier process, or in combination with other options within the Mid Tier – see section 3.2.7.

2.5 Facilitation Fund

Land managers who are also members of a Facilitation Fund project, may benefit from an uplift in their application score

For more information refer to the Guide to Countryside Stewardship: facilitation fund at: www.gov.uk/government/publications/guide-to-countryside-stewardship-facilitation-fund

2.6 When to apply

The application period for Mid Tier agreements closes on 30 September for agreements starting on 1 January the following year.

All agreement offers must be accepted by signing the declaration and returning it to Natural England.

For all Mid Tier:

Application period opens	10 March
Last date to request an application pack from Natural England	31 July
Application period closes. Valid application and ALL evidence returned to Natural England	30 September

2.7 Agreement duration

All Mid Tier agreements will last 5 years from the Agreement Start Date (which is set out in the agreement document), unless they only comprise water capital items in which case the agreements will last two years.

2.8 Agreement claims

Payments for multi-year options must be claimed by 15 May each year. Payments for capital works may either be claimed in full once the work is completed and paid for or, if part of a multi-year agreement, in stages according to the schedule in the agreement (interim claims must be for a minimum of £500 of work completed and paid for) – see section 7.1 for details.

3 Who can apply

The Countryside Stewardship Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this Manual. These mandatory elements are set out in this chapter and chapters 6 and 7

The Mid Tier of Countryside Stewardship is open to all of the following land managers:

- owner occupiers;
- tenants (including farmers and land managers who may have an agreement with the land owner labelled as a licence but who in practice have wider land management responsibilities);
- landlords; and
- licensors.

3.1 Eligible land

3.1.1 What land can be entered into the scheme

To be eligible for payments under the Scheme the land must be within an agricultural area, which is defined as any area taken up by arable land, permanent grassland or permanent crops.

In addition, the following areas are also eligible:

- protected sites, including Sites of Special Scientific Interest (SSSI) (www.gov.uk/protected-or-designated-areas) or land which is a European site under the Conservation of Habitats and Species Regulations 2010 (which includes Special Areas of Conservation (SAC), proposed SACs and Special Protection Areas (SPA) or proposed SPAs); and Ramsar sites, (www.gov.uk/check-your-business-protected-area#european-sites) and
- land that is a terrestrial Priority Habitat (jncc.defra.gov.uk/page-5718) or supports a Priority Species (jncc.defra.gov.uk/page-5717).

There is no minimum area that must be entered into the Scheme, although there are minimum areas for individual options and capital items. (see the option specific guidance available through the Countryside Stewardship Grants Tool www.gov.uk/countryside-stewardship-grants or [PDF guides](#)).

Financial limits apply to certain types of application:

- for applications comprising only water capital items the maximum grant is £10,000 per agreement.

3.1.2 Ineligible land

The following land is ineligible for the Scheme and must be excluded from an application:

- developed land and hard standing; including permanent caravan sites and areas used for permanent storage. The exceptions to this rule are:
 - traditional farm buildings that are eligible for grants under Countryside Stewardship; and

- yards, tracks and farm buildings proposed for management through Countryside Stewardship capital items;
- areas (1 ha or more) of permanent standing or running water;
- land that is already subject to another scheme; see section 3.4
- land that is already subject to another obligation which is incompatible with Countryside Stewardship;
- any land parcels entered into the Scheme which are not entirely within England. Parcels that are either partly or entirely within Scotland or Wales are not eligible for Countryside Stewardship; and
- land where the applicant does not have management control for the period of the agreement and is unable to have an application countersigned by the landowner – see section 3.2.

Some Basic Payment Scheme (BPS) ineligible features such as ponds or areas of scrub can however be eligible for CS option payments.

3.1.3 Applications from land managers operating multiple farm businesses

If a business manages a number of farms as a single unit, or uses a single vendor or Single Business Identifier (SBI) number, it is treated as one farm business. In most cases the management or production unit and the SBI will be the same farm or woodland area and the beneficiary will submit a single application.

Scheme rules allow a single SBI to submit more than one application for a Mid Tier or Higher Tier agreement in the same year. The applications must cover different land parcels on the SBI as an individual land parcel cannot be in more than one agreement at any time. Each application will be separately scored on its own merit.

If you intend to submit more than one application in any grant round, ensure that Natural England Technical Services are aware of your intention.

3.1.4 Application and agreement land

To be eligible for the Scheme, a land parcel must not be subject to an existing multi-year land management obligation, such as Environmental Stewardship or English Woodland Grant Scheme. Equally, the applicant must have management control of the land for the full period of the agreement, or be able to submit an application countersigned by their landlord or the land owner as appropriate.

Land managers must include within a Mid Tier Countryside Stewardship application:

- any land parcel that will include a paid management option or capital item at any time during the agreement; and
- any land parcel on the holding that contains SSSI land or land within a Scheduled Monument, unless already under an existing agreement.

These parcels will become the Agreement Land and will be subject to the general management conditions set out at Section 6.2.

A Farm Environment Record (FER) must be completed across all these land parcels as part of the application process – see section 4.5.1.

Natural England will check applications to confirm regulatory and scheme rules have been met but it will remain the applicant's responsibility to only apply for and claim for areas and parcels that are eligible. Please refer to clause 2.4 of the Terms and Conditions at Annex 1.

3.1.5 Sites of Special Scientific Interest and Scheduled Monuments

Natural England must ensure that land designated as a Site of Special Scientific Interest (SSSI) or Scheduled Monument (SM) is appropriately managed and assure itself that any paid multi-year options or capital items do not cause damage.

Therefore SSSI or SM designated land **MUST** be included in the application, regardless of whether there are paid options or items associated with that land. Failure to include the designated land will result in the application being rejected.

The applicant must also hold or obtain appropriate consent from Natural England or Historic England to cover management of the SSSI or SM before an agreement can commence.

Existing management, consents and favourable site condition may already be in place and in this situation no further action will be required.

Applicants are expected to apply for a suitable multi-year option or capital item on their SSSI, unless none is available through the Scheme or the site is already in favourable condition or no longer at risk.

Natural England can provide further free advice on SSSI management.

Applicants will receive free of charge additional information about the historic environment features on their land; the Historic Environment Farm Environmental Record. They should use this information to help choose appropriate multi-year options and capital items.

Some publicly funded bodies have legal responsibilities to further the conservation and enhancement of SSSIs and some charitable bodies operate at a national scale. Where an application is being made by such a body, the applicant must contact their Natural England adviser before applying.

Any proposed activity on, or next to a site with a European conservation designation such as a Special Area of Conservation (SAC) will require a Habitats Regulation Assessment to be undertaken before any agreement offer is issued. An application may be rejected if the assessment undertaken by Natural England or the Forestry Commission indicates the proposed activity would adversely impact on the European site – see Section 3.8 for more detail.

Applicants with an SSSI or Scheduled Monument on their land may find it more appropriate to apply for a Higher Tier Countryside Stewardship agreement.

3.2 Management control: eligibility and scheme rules

Applicants must have control of all the land and all the activities needed to meet the requirements of the options and/or capital items they select for the full period of the agreement.

If an applicant does not have full control of the land and all such activities they must obtain the written consent of all other parties who have management control of the land for the entire period of the agreement (but see section 3.3.2 about 'dual use').

3.2.1 Tenants

Tenants applying for an agreement must have:

- control of all the activities needed to meet the Scheme requirements for the chosen Countryside Stewardship multi-year and capital items;
- management control of all the agreement land for the duration of any commitments (which may extend beyond the agreement period); and
- security of tenure for the full period of the agreement. If that is not possible, they must obtain the countersignature of their landlord as part of the application. If a countersigned application is not possible on a part of the tenant's land, that particular area of land must be omitted from the application.

Tenants must have the agreement of their landlord or the landowner before they apply. The applicant must ensure that entering into an Agreement will not breach the conditions of their tenancy.

If an applicant is a tenant under the Agricultural Holdings Act 1986, Agricultural Tenancies Act 1995 (a Farm Business Tenancy) or equivalent, it is their responsibility to check that by joining Countryside Stewardship they do not breach the terms of their tenancy.

If a landlord undertakes to take over a Countryside Stewardship agreement from a tenant once the tenancy has ended, the landlord must be eligible to do so; for example, they must not be an ineligible public body.

3.2.2 Landlords

Provided landlords can demonstrate that they have sufficient management control over the land, they can apply for an agreement on land that has been let to a tenant (but see section 3.2.6 about 'dual use').

As the Agreement Holder, landlords must give their tenant a copy of the Countryside Stewardship agreement. Landlords may be required to provide evidence, if requested, that they have given the tenant a copy of the agreement. It is the landlord's responsibility to make sure that any tenant does not breach the terms of the agreement.

3.2.3 Partnerships

Business partnerships can apply for Countryside Stewardship. All partners in the farm business, or their agents, must sign the application form. One person can be authorised to act as their representative using the Agent Authorisation Form, and this must be recorded when completing and submitting the scheme application forms.

3.2.4 Licensors

If a licensor applies for a Countryside Stewardship agreement, it is the applicant's responsibility to ensure that the licensee does not breach the terms of the Countryside Stewardship agreement.

Applicants must ensure 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 Land owned by public bodies

Land owned or run by a public body would in general not be eligible for Countryside Stewardship. Any tenant applying will need to check with their landlord if the land is eligible for Countryside Stewardship.

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

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

This means that Crown bodies and non-departmental public bodies (NDPBs) are not eligible for the Scheme. This includes those that are Trading Funds or that otherwise do not receive funding direct from the Exchequer. Crown bodies include all government departments and their executive agencies. These include, for example, the:

- the Ministry of Defence;
- the Forestry Commission; and
- the Royal Parks.

Non Departmental Public Bodies are public bodies that have a role in the processes of national government but are not a government department, nor part of one. These include:

- the Environment Agency;
- Natural England;
- Historic England; and
- the 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:

Landowner	Eligibility	Comments
Government departments, executive agencies and NDPBs (e.g. Ministry of Defence, Forestry Commission)	Ineligible	
Other public bodies (e.g. local authorities, National Park authorities and public corporations)	Eligible	Provided the work does not form part of their obligations as a public body
Parish Councils	Eligible	
Tenants of eligible and ineligible 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.
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.

3.2.6 Common land and shared grazing

Common land and shared grazing is only eligible for Countryside Stewardship as part of a Higher Tier Agreement.

3.2.7 Organic conversion and management

The Scheme 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). Other scheme options and items can be included in the agreement if they are compatible with organic status.

Applicants for the Organic Management options must be registered with an Organic Control Body (OCB) at: www.gov.uk/organic-certification-and-standards, for the period of the agreement. Applicants applying for the Organic Conversion options must maintain their organic registration from the start of their organic conversion period through to the end of the agreement. If the organic registration is not in place for the full agreement period, then all the organic payments will be recovered.

Farmers applying for the Organic Management and Conversion options must be registered with the RPA as an active farmer on Rural Payments at: www.gov.uk/rural-payments. If applicants are already claiming BPS, and have already completed the active farmer declaration on Rural Payments, a separate declaration is not required.

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 complete the organic conversion process before the end of the Countryside Stewardship agreement.

In addition, to be eligible for the Organic Conversion options applicants must either:

- have completed a Conversion Plan, which must be approved and signed-off by their OCB; or
- have completed a Viability Plan, for land which doesn't have a signed-off Conversion Plan at the time of the application. Where a Viability Plan is used, the applicant must obtain an approved and signed-off Conversion Plan from their OCB before claiming any conversion option payments.

Organic Conversion payments are not available on land where the applicant's business has previously been entered for, or received any Organic Conversion payments under a previous scheme, such as Organic Entry Level Stewardship (OELS).

3.3 Relationship with the Basic Payment Scheme

Land used to claim the Basic Payment Scheme (BPS) www.gov.uk/government/collections/basic-payment-scheme may also be entered into a Countryside Stewardship agreement by the same person. Land that is ineligible for BPS may be eligible for Countryside Stewardship.

Applicants must read the rules on BPS compatibility at: www.gov.uk/government/collections/basic-payment-scheme

Checks will be made against any BPS claims on agreement land to ensure that Countryside Stewardship management is compatible with the BPS land use entered for each parcel. However, it remains the responsibility of the applicant to ensure that they only apply for and claim on land which is eligible.

When completing a Countryside Stewardship application, note that:

- some Countryside Stewardship grassland options can only be located on land already classed as permanent grassland on the associated BPS claim;
- arable options can only be located on land currently under temporary grass or arable BPS land use codes;
- applicants can have more than one option next to each other within a land parcel without affecting the Land Management System details, providing there is no permanent boundary between the options; and
- soil and water options cannot be used to deliver mandatory soil protection requirements under cross compliance.

For further details on BPS compatibility rules, land use codes and definitions, please refer to the current BPS Handbook (and any supplements) at www.gov.uk/government/collections/basic-payment-scheme or contact the RPA on 03000 200 301.

3.3.1 Countryside Stewardship and greening: double funding

Rural Development Programme (RDP) funding must not pay twice for the same activity (known as double funding). For this reason, eighteen Countryside Stewardship options have their payment rate reduced in any year where the land is also used to meet Ecological Focus Area (EFA) requirements for the BPS, to remove the double funding element.

The table below shows the way the reduced rate is calculated for these options:

Option code	Option title	Payment £/ha or *£/ plot	Reduced rate £/ha or *£/ plot
AB1	Nectar flower mix	511	107
AB3	Beetle banks	573	145
AB4	Skylark plots	9*	4*
AB5	Nesting plots for lapwing and stone curlew	524	96
AB6	Enhanced overwinter stubble	436	8
AB8	Flower rich margins and plots	539	209
AB9	Winter bird food	640	271
AB11	Cultivated areas for arable plants	532	165
AB15	Two year sown legume fallow	522	144
AB16	Autumn sown bumblebird mix	550	146
HS2	Take historic and archaeological features out of cultivation	425	91
OP2	Organic wild bird seed mixture	640	375
SW1	4 to 6 metre buffer strip on cultivated land	353	79
SW3	In-field grass strips	557	94
SW4	12 to 24 metre watercourse buffer strips on cultivated land	512	96
SW6	Winter cover crops	114	0
WD3	Woodland edges on arable land	323	17
WT2	Buffering in-field ponds and ditches on arable land	501	73

The Countryside Stewardship payment rate will be reduced in any year wherever any of the eighteen affected options overlap with an EFA feature of a similar nature. The BPS payment stays the same. If there is no overlap between EFA choice and choice of CS option, the full Countryside Stewardship rate will be paid.

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

In certain limited situations land may be included in a Countryside Stewardship agreement by one person and that same land used to claim BPS by someone else at the same time. This is known as 'dual use'.

Land to be included in a Countryside Stewardship Mid Tier or Higher Tier agreement may at the same time be used by a different person to claim BPS. This is known as 'dual use'.

In these situations specific rules have to be followed.

The CS applicant has to be able to meet the CS eligibility rules, including having management control of the land, whilst at the same time the BPS claimant must be able to demonstrate having the same land 'at their disposal' under the BPS rules (and meet BPS eligibility rules). For example, a landlord may be able to have management control of the land for CS purposes whilst the tenant has the same land at his disposal to claim BPS.

The fact that a person may have an agreement with another party who will use the land to apply for payment 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.

Applicants applying for a CS agreement on the same land that another farmer or land manager is using to claim BPS must have a written record which shows the respective rights and responsibilities of each party. This written record should set out how the applicant has management control for CS and how the other party meets the BPS rules, including having the land 'at their disposal'. This must include evidence that the applicant has given a copy of the CS terms and conditions to the other party and that they have been required to meet them (unless the applicant can show that they are carrying out the required activities themselves). This written record could be a tenancy agreement, a letter or both, containing the required information, which must be signed and dated by both parties in advance of the BPS application deadline (usually 15 May). Natural England or an RPA inspector may ask to see a copy of this. Applicants may want to get independent professional advice relating to their circumstances, especially if they previously had a verbal agreement (rather than a written agreement) with the other party.

3.4 Land receiving other funding

Countryside Stewardship cannot be used to pay for any environmental management that is already required:

- by statutory duty, as detailed in 3.2.5, Countryside Stewardship cannot be used to pay for environmental management that is already required by statutory duty;
- through payment from Exchequer funds;
- through grant aid from any other public body; or
- through any other form of legally binding obligation.

Countryside Stewardship grants cannot be used for capital works or multi-year land management which an applicant is required to carry out under other alternative grant schemes or obligations, the most frequently occurring of which are explained below. Applicants must check this chapter to see if any apply to their land.

Areas already funded under another scheme may also be excluded from Countryside Stewardship.

3.4.1 Environmental Stewardship

If an applicant already has an Environmental Stewardship agreement covering some of their land they cannot apply for Countryside Stewardship multi-year options and capital works on the same land parcels. If a land parcel will be under an Environmental Stewardship agreement on 1 January of the following year, the applicant will not be able to include that parcel in the CS application area.

Early transfer or conversion from Environmental Stewardship (ELS or HLS) to Mid Tier Countryside Stewardship is not possible.

Early transfer or conversion for commons under an ELS or Upland ELS is possible, but only into Higher Tier Countryside Stewardship.

3.4.2 Conservation Enhancement Scheme, Wildlife Enhancement Scheme or section 15 Management Agreements

Land designated as a SSSI may be receiving payments under Natural England's Conservation Enhancement Scheme (CES), Wildlife Enhancement Scheme (WES) or a section 15 management agreement. Generally, Countryside Stewardship options cannot be located on these land parcels.

3.4.3 Energy Crops Scheme

Countryside Stewardship options cannot be located within land parcels covered by an Energy Crops Scheme (ECS) agreement. However, boundaries surrounding ECS parcels may be entered into Countryside Stewardship multi-year options or capital items.

3.4.4 Habitat Scheme

Countryside Stewardship options cannot be located within land parcels covered by a Habitat Scheme agreement. However, it may be possible to enter boundaries into Countryside Stewardship multi-year options or capital items, unless the specified management is detailed in the Habitat Scheme Management Plan.

3.4.5 Heritage Lottery Funding

Some Heritage Lottery Fund (HLF) 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 commenced less than 12 months prior to the HLF application, the payments will be viewed as complementary funding.

3.4.6 Scheduled Monuments

In some cases Scheduled Monuments may already be in receipt of funding 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; the Heritage Lottery Fund, or a local authority. Such land may also be eligible for Countryside Stewardship provided any other grant or funding is not paying for the same activity.

3.4.7 Fruit & Vegetables Producer Organisation Aid Scheme

The Fruit and Vegetable Producer Organisation Aid Scheme operates under Pillar 1 of the Common Agricultural Policy.

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

Countryside Stewardship options and capital items may be available on land designated by HM Revenue & Customs (HMRC) as conditionally exempt from Inheritance Tax or as the object of a Maintenance Fund, depending on the specific undertakings and proposed options or capital items. See www.gov.uk/government/publications/countryside-stewardship-inheritance-tax-or-capital-gains-exemption to find out whether options and capital items are always eligible, or never eligible, or need checking to make sure that options do not overlap with the obligations of the undertakings.

3.4.9 National Park Authority grant schemes

National Park Authority grant schemes can include both annual payments for land management and capital works. Generally Countryside Stewardship cannot be combined with other sources of funding for the same annual land management or capital works in the same location. However, National Park grant schemes 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 adviser for details.

3.4.10 Capital Grants under Countryside Productivity, Growth Programme, LEADER, Farming Ammonia Reduction Grant and Farming Recovery Fund

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

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 or fund works required to restore or remediate any works undertaken illegally.

3.5 Business Viability Test

For certain kinds of applications, Natural England will make additional checks on the financial health and viability of an applicant to ensure that applicants are able to fulfil their agreement commitments

Natural England must demonstrate that public investments are financially viable, and where agreements include significant capital expenditure that we have ensured that grant funding is given to businesses able to undertake the commitment.

For all applications, a check against an insolvency register will take place. Applications which are assessed as not financially viable may not be offered an agreement.

- for applications including capital expenditure of over £50,000, the applicant must submit a statement from a chartered accountant confirming that the business or SBI has the resources from trading profits, reserves or loans to undertake the works according to the proposed agreement schedule;
- for all applications including more than £500,000 of capital items, in addition to the above requirement, Natural England will review 3 years of the relevant business accounts or other checks to confirm that the applicant has the administrative, financial and operational capacity to fulfil the agreement requirements.

3.6 Value Added Tax

If the Countryside Stewardship agreement includes actual cost capital items, these will be paid net of Value Added Tax (VAT). Non-VAT registered Agreement Holders may be able to reclaim VAT subject to provision of evidence of non-VAT registration.

3.7 Option delivery and relationship to the cropping cycle

Crops which are in the ground at the start of an agreement (1 January) do not need to be destroyed to establish a chosen option, but can be managed and harvested as normal farm crops. Some, however, may be subject to restrictions on their management from 1 January, for instance where the option requires that they must not receive any fertiliser, pesticide sprays or other inputs. This will be detailed in your agreement.

For some options such as basic overwintered stubbles (AB2) and brassica fodder crop (AB13), where the requirement is to retain the stubble until the 15 February in the year following establishment, it only needs to be retained until 31 December in the last year of the agreement.

Where agreement options 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), the work must be completed, and any option requirements met, during the first 12 months of the agreement.

3.8 European Sites

Land designated as a Special Area of Conservation (SAC) or Special Protection Area (SPA), or proposed SACs, are collectively known as 'European sites'. For the purposes of the Scheme, Ramsar sites and potential SPAs are given the same protection as European sites.

These designations place an additional duty on Natural England to assess any possible significant impacts resulting from the operations proposed under a potential agreement. This duty will also be taken into account when assessing Mid Tier applications. Action necessary for the conservation of the special features of the European sites will usually be allowed. However, there may be some multi-year options or capital items which need to be assessed in more detail by Natural England.

3.9 Protected species

Where protected species are present on an applicant's land, the applicant will need to consider the requirements for protection which apply to those species before undertaking management activities. Choosing appropriate scheme options can help to maintain suitable habitats for protected species.

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

- all wild birds and their eggs and nests that are in use or being built are protected under the Wildlife & Countryside Act 1981; and
- bats, otters, dormice, great crested newts, and other species of more restricted distributions are protected by Part 3 of the Conservation of Habitats and Species Regulations 2010. These European Protected Species are protected, amongst other things, from disturbance and from damage to the places they use to rest and shelter (for example, bat roosts and otter holts).

3.10 Heather and grass burning

Where you have the legal right to carry out burning, and intend to do so, you must follow:

- the Heather and Grass etc. Burning (England) Regulations 2007: www.legislation.gov.uk/ukxi/2007/2003/pdfs/ukxi_20072003_en.pdf ; and
- the Heather and Grass Burning Code: www.uplandsmanagement.co.uk/best-practice-guides

If heather or grass burning is to be included in a Countryside Stewardship agreement, the Natural England adviser will discuss and agree an appropriate burning plan with the applicant.

3.11 Solar panels

Land parcels which contain solar panels for the purposes of off-farm electricity generation are ineligible for Countryside Stewardship. Panels cannot be erected on agreement land where there are multi-year options. If the panels are concentrated at one end of a field, the rest of the land can be eligible if the two areas are registered as individual land parcels and separated by a permanent boundary.

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

4 How to apply

This chapter provides applicants with the information required to apply for Mid Tier Countryside Stewardship.

4.1 Register with Rural Payments

All applicants must register on Rural Payments – see www.gov.uk/rural-payments, before applying for Countryside Stewardship. They will receive a customer registration number (CRN) once registered.

Applicants who are new to schemes being paid through RPA will also be given a ‘single business identifier’ (SBI) and a vendor number.

Agents who are completing Mid Tier applications on behalf of applicants also need to be registered on Rural Payments.

All multi-year options and capital items included in a Countryside Stewardship application must be associated with a registered land parcel. It is the responsibility of the applicant to ensure that any land parcel included within the Mid Tier application is registered with the RPA prior to the application being submitted. Please see gov.uk at www.gov.uk/guidance/countryside-stewardship-update-land-parcel-records-before-applying for more information.

Failure to register all land parcels linked to any option or capital item may result in significant delays in finalising any agreement offer.

This requirement also applies to:

- the Maintenance of weatherproof traditional farm buildings (HS1) option,
- the Maintenance of weatherproof traditional farm buildings in remote areas (HS8) option; and
- any capital works in the farm yard such as those for water quality improvements and capital works associated with field barns.

Buildings and farm yard areas should be registered with the RPA within land parcels with the correct land covers. Details of the rules around parcel boundaries and land covers can be found in the BPS guidance pages on gov.uk. Failure to do so will mean that these options or capital items will need to be removed from an application prior to agreement offer.

4.2 Support and guidance

All scheme guidance material is available on GOV.UK at: www.gov.uk/government/collections/countryside-stewardship-get-paid-for-environmental-land-management.

Advice on Countryside Stewardship Mid Tier applications that include water quality capital items may also be obtained from Catchment Sensitive Farming Officers (CSFOs) – see www.gov.uk/government/uploads/system/uploads/attachment_data/file/586765/csf-contacts.pdf. CSFOs operate in the CS High Water Quality Priority Areas where reducing diffuse pollution from agriculture is a priority. The location of these areas can be found on the MAGIC website at www.magic.gov.uk/ under ‘Countryside Stewardship Targeting & Scoring Layers’, then ‘Water’, and then ‘Countryside Stewardship Water

Quality Priority Areas'. Note that this layer can then be made transparent using the slider under 'Countryside Stewardship Targeting & Scoring Layers'. Applicants can then use the 'Identify' tool to obtain local data.

General information on the advice available through Catchment Sensitive Farming (CSF) Programme is located at:

www.gov.uk/guidance/catchment-sensitive-farming-reduce-agricultural-water-pollution.

Natural England does not provide direct support for developing the technical content of Mid Tier applications.

Natural England Technical Service will handle all initial Countryside Stewardship enquiries. Contact Natural England by:

- telephone: 0208 026 1086
- email: enquiries@naturalengland.org.uk
- post: Enquiries team, Natural England, Worcestershire County Hall, Spetchley Road, Worcester, WR5 2NP

For land in a National Park, the National Park Authority can provide advice and information on, for example, local historic and archaeological features, to help build a stronger application.

4.3 How the elements of the Scheme work together

This section explains how the different elements of the Scheme operate.

If an SBI operates across more than one farm site or production unit, they can submit more than one application for a multi-year land management agreement. These can be for different tiers. Each application will be scored separately and become a separate agreement, which can be accepted or rejected. The SBI must submit a single annual payment claim for all CS multi-year agreements.

4.3.1 Applying for the Mid Tier

The Mid Tier is competitive, which means that not everyone who applies will be successful. Reading the Statement of Priorities and using the Online Options Tool will help applicants to secure the highest score and select options that achieve the environmental priorities for their local area.

The options and capital items available in the Mid Tier are those that require less complex, yet still effective, environmental management than in the Higher Tier. Mid Tier does not support woodland management.

To help with drafting a successful application, applicants should read the Statement of Priorities at: (www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities) for their area and review the options and capital items available through the Mid Tier using the Countryside Stewardship Grants tool at: www.gov.uk/countryside-stewardship-grants and the table to address water quality issues at Annex 5 of this Manual.

To help applicants quickly focus in on the Countryside Stewardship options that are most relevant to them and those which are likely to score well if included as part of

a Countryside Stewardship application, applicants should also refer to the Online Options Tool. This tool is part of Rural Payments at: www.gov.uk/rural-payments.

The scoring process set out in chapter 5 and Annex 3 will be used to select the highest scoring applications. A value for money assessment is also carried out as part of Mid Tier scoring.

The highest scoring applications from the current application round, within the available budget, will be offered agreements.

4.3.2 Applying for capital Items

The Scheme offers a range of capital items. These can be combined with multi-year options or in some cases form a separate water capital agreement.

A programme of capital works as part of a Mid Tier agreement will last for two years. The programme of works cannot be amended or rescheduled.

4.3.3 Water Capital Items

Water capital items are available in combination with multi-year options, or as a stand-alone two year capital agreement. See Annex 2b for a list of available capital items. Mid Tier agreements with both multi-year options and capital items will last for 5 years (with a 2 year capital programme to be delivered in the first 2 years of the 5 year agreement). The maximum agreement value where only water quality capital items are included is £10,000.

The maximum contribution will be set at £10,000, though in practice Agreement Holders's may receive slightly more due to rounding factors.

Farmers and land managers applying for multi-year options and capital items listed in the table below will need the support and approval of the local Catchment Sensitive Farming Officer (CSFO). These multi-year options and capital items are only available in CS High Water Quality Priority Areas. See MAGIC for locations: www.magic.gov.uk/. CSFOs will be proactively working with a selected number of farms in any one year, however if you feel that you would benefit from using Countryside Stewardship water quality options then contact your local CSFO. Contact details are located at: www.gov.uk/government/publications/catchment-sensitive-farming-officer-contacts.

In addition, all applications sited in High Water Quality Priority Areas will be assessed and scored against local priorities. High quality applications which had support from a CSFO are eligible for an uplift in application score.

Mid Tier Multi-year Options and Capital items requiring CSFO approval

Code	Option
SW7	Arable reversion to grassland with low fertiliser input
SW8	Management of intensive grassland adjacent to a watercourse
RP13	Yard - underground drainage pipework
RP14	Yard Inspection pit
RP15	Concrete yard renewal
RP17	Water storage tanks underground

Code	Option
RP18	Above ground water storage tanks
RP19	First flush rainwater diverters or downpipe filters
RP20	Relocation of sheep dips & pens
RP21	Relocation of sheep pens only
RP22	Sheep dip drainage aprons & sumps
RP23	Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)
RP4	Livestock and machinery tracks
RP24	Lined bio bed + loading & wash down area
RP25	Lined bio bed with existing wash down area
RP27	Sprayer or applicator load & wash down area
RP28	Roofing for sprayer wash down areas, manure storage, livestock gathering areas, slurry and silage stores
RP29	Self-supporting covers for slurry stores

Further information on other capital items available in the Scheme can be found using the Countryside Stewardship Grants tool at: www.gov.uk/countryside-stewardship-grants.

4.4 Selecting the best multi-year options and capital items

How to select the optimum combination of options which best deliver local environmental priorities (and which will increase an application's score).

4.4.1 Countryside Stewardship: Grants tool

The Countryside Stewardship Grants tool at: www.gov.uk/countryside-stewardship-grants provides a description of each option and capital item that the Scheme offers. This includes the value of the multi-year option or capital item, the eligibility requirements and an outline of what is required to implement it successfully. The tool offers an easy way to filter the full list by a number of search criteria. Alternatively two PDF documents providing the same information for the options and capital items are available at: www.gov.uk/government/publications/countryside-stewardship-manual-print-version.

4.4.2 Statements of Priorities

Applicants are encouraged to select options and capital items that are closest to the environmental priorities for their area. These are described in Statements of Priorities (www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities) and priority maps that cover the whole of England. Applicants can use them to:

- identify the priority features and issues being targeted in their area; and
- choose which options to include as part of an application.

4.4.3 Applying the Wild Pollinator and Farm Wildlife Package

The Wild Pollinator and Farm Wildlife Package is a bundle of multi-year options designed to benefit wild pollinators (including species of solitary bees and bumble bees), farmland birds (including species like grey partridge, skylark and yellowhammer) and other farm wildlife such as rare arable plants, great crested newts, bats and brown hare.

The package options provide the essential resources (especially year-round food, shelter and nesting places) that these species need in order to thrive and breed successfully. Applying the right combination of multi-year options over 3% of the area of arable, temporary grass or permanent grass will deliver meaningful benefits to farm wildlife.

To attract an additional score applicants will need to meet the eligibility criterion of delivering a minimum of 3% of the farmed area with multi-year options contained within the Wild Pollinator and Farm Wildlife Package.

For more information on the CS Wild Pollinator and Farm Wildlife package please refer to Annex 4. This provides more detail on how to build a successful CS Mid Tier Wild Pollinator and Farm Wildlife package application.

4.4.4 Actions to address water quality issues

The information at Annex 5 can be used with the water quality sections of the Statements of Priorities – see www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities to identify the types of options that can be used to address water quality priorities.

4.5 Developing an application

Step-by-step application process – Applying for Mid Tier Countryside Stewardship. Before applying, it is recommended that applicants seek further advice by:

- attendance at a workshop to obtain local advice. Book a place at a local clinic by calling Natural England – see Annex 8;
- contacting a local Catchment Sensitive Farming Officer (CSFO) (www.gov.uk/government/publications/catchment-sensitive-farming-officer-contacts), if the land is in a high priority area for water. Use www.magic.gov.uk/ to determine if the land is in a high priority area for water; or
- requesting Farm Advice. If an applicant requires advice to adopt a Recommended Fertiliser Management Plan contact the local CSFO.

Step 1. Ask for a Mid Tier application pack:

- Make sure registration on Rural Payments at: www.gov.uk/rural-payments is complete and the following are available: SBI, County/Parish/Holding number (CPH) details and Land Management System maps. This includes agents registering if they are completing application forms.
- Call Natural England on 0208 026 1089
- As the packs are tailored to the applicant's land the call could take some time.
- **Requests for the application pack must be made before 31 July.**
- The application pack should arrive within 5 working days, the Historic Environment Farm Environmental Record (HEFER) within 20 working days.



Step 2. On receipt of the application pack:

- Check the details are correct for every location where an option or capital item will need a Land Management System field number. This includes farmyards. If new field numbers are required please submit an RLE1 form to the RPA www.gov.uk/government/publications/tell-the-rural-payments-agency-about-land-changes-and-entitlement-transfers
- If any of the land is designated as a Site of Special Scientific Interest (SSSI), applicants will receive a follow-up call from a Natural England adviser to discuss any consenting requirements of the SSSI.
- If any of the land is a Scheduled Monument contact Historic England at: www.historicengland.org.uk/about/contact-us/local-offices/



Step 3. Make an initial choice of options and capital items:

- In order to develop a competitive application, use the guidance in Chapter 5 of this Manual to help select the most appropriate options and/or capital items.
- A competitive application will require the most appropriate options, in appropriate combinations in appropriate locations to address the environmental priorities for the area.
- Check what supporting documents (including permissions, consents and supporting evidence) is required for each option. These are set out in the description for each option or capital item : www.gov.uk/government/publications/countryside-stewardship-mid-tier-including-water-quality-capital-items-manual
- Advice may be available from a CSFO or Countryside Stewardship Funded Facilitator. Their support must be sought before application submission and can improve the chances of receiving an agreement offer.
- Check the HEFER response.



Step 4. Identify fields with run-off and soil erosion risk:

- Consider whether a multi-year option or capital item should be applied to resolve the issue and include them in the application, especially if soil and water management issues are shown as a priority in the area of the holding.
- Further advice may be obtained from a CSFO, where they operate in CS High Water Quality Priority Areas.



Step 5. Prepare the Farm Environmental Record:

- Review the guidance at section 4.6 of this Manual along with the guidance provided with the application pack



Step 6. Complete the application form and options maps:

- Read the guidance provided with the application pack.
- Take account of any evidence gathered in previous steps in the final choices.



Step 7. Submit the application by post to arrive at Natural England by 30 September:

- The completed application form, options maps;
- The completed FER map; and
- Any supporting evidence

Note: Application forms will only be accepted if they are submitted on pre-populated forms requested from, and provided by Natural England. Copy forms will be rejected

What happens next?

Step 1. Application uploaded onto Rural Payments by Natural England: Any outstanding issues will be discussed with the applicant

- Where initial consultation has indicated that the applicant will need formal permission to deliver part of the agreement, they will be provided with a draft agreement as soon as possible to allow them to make a formal application.



Step 2. Applications will be assessed and successful applicants offered an agreement:

- Application checked for eligibility and scored.
- All applicants will be informed as to whether their application has been successful or not.
- Unsuccessful applicants will be informed of the reason(s) why their application has been rejected.



Step 3. Receiving and accepting an agreement offer:

- Successful applicants will receive an agreement offer accompanied by a declaration to sign.
- If there is SSSI land included in the agreement offer it will include a formal notice which needs to be signed and returned with the declaration.
- Successful applicants will be offered an agreement which they must accept within 20 working days.
- The offer will be withdrawn if it is not accepted on time.



Step 4. Agreements start:

- Applicants will be informed that their declaration has been received and verified and that the agreement will commence on 1 January.
- If there is SSSI land included in the agreement a formal consent will be included with this letter of confirmation.

4.6 Completing the Farm Environment Record

The applicant is required to complete a Farm Environment Record (FER) map for all Mid Tier applications.

4.6.1 Farm Environment Record

The FER need not cover the whole holding but it must cover any parcels which have proposed multi-year options (permanent or rotational) and any proposed capital items. It must also cover any SSSI or Scheduled Monuments, even if options or capital items are not proposed for them.

There is an obligation to retain features mapped in the FER and protect them from damage or removal for the duration of the agreement.

Further guidance on how to complete the FER is provided with the relevant application pack.

4.6.2 Historic Environment Farm Environment Record

All Mid Tier applicants will receive free, additional information about the historic environment interest on their land. This information is obtained by Natural England from historic environment organisations when an application pack is requested by the applicant. Their response is contained within the HEFER.

A HEFER report produced in 2015 or 2016 can be used as evidence supporting the application providing it covers all the land parcels in the 2017 application. If the applicant is aware of any new archaeological discoveries identified since the production of the 2015/2016 HEFER, they should discuss this issue with Natural England Technical Services.

Applicants should allow 20 working days for receiving an email notification to the completed HEFER Response, which will be available to download by following the email link.

Applicants should use the information provided with their HEFER consultation response to help with completing their FER mapping and to help with choosing appropriate multi-year options and capital items.

4.7 Getting consents and permissions

It is the applicant's responsibility to secure all necessary consents or permissions as part the development of an application. Guidance is provided for each multi-year option or capital item in the Countryside Stewardship Grants tool at: www.gov.uk/countryside-stewardship-grants; applicants should consult this to ensure that they are able to submit a valid application. Submission of an application without the required information will make the application invalid and it will be rejected.

The requirements for any consents, permission, exemptions and written advice will need to be identified by the applicant and contact made with the relevant bodies as soon as possible in the application process. This will allow time for any formal decisions to be made. Where required, these will need to be in place prior to any agreement being offered.

A non-exhaustive list of the types of consents or permissions that may be relevant is set out below for guidance purposes.

4.7.1 Consents

Consents are likely to be needed if work takes place in the circumstances given below.

Site of Special Scientific Interest (including National Nature Reserves)

For Mid Tier applications, one-to-one technical advice is not available from Natural England except in relation to any SSSI land contained within the application. This land will require consent and applicants should contact Natural England as early as possible in the application process.

Scheduled Monuments

It is the responsibility of the applicant to consult Historic England where there is a Scheduled Monument on the holding.

For Scheduled Monuments, the local Historic England officer will provide advice on any management or changes needed to maintain or bring the monument into favourable condition. The HEFER Response will include these recommendations. Scheduled Monument Consent from the Government (advised by Historic England) may also be needed for some of the chosen work (such as soil sampling, fencing, gateways and water supplies). In these situations the applicant must consult Historic England to determine whether consent is needed, or how to go about works by avoiding or reducing negative impacts on the Scheduled Monument

Historic England can also advise whether the proposed works are likely to be acceptable in relation to:

- Listed Buildings;
- Registered Parks and Gardens; or
- Registered Battlefields.

Protected Species

Please refer to section 3.9.

Work affecting water

Land managers may need consent from the Environment Agency, Internal Drainage Board or Local Authority for management that will affect any watercourses. This includes work to, and within, 8m of a watercourse, or work within the flood or coastal plain (such as excavation works for ponds) which may require land drainage consent, a discharge consent or an abstraction licence. If any of these are required they should be sought well in advance of the application deadline as they can take two months to obtain. The establishment of arable margins does not require consent.

Works associated with pesticide treatment, water extraction, and the storage of slurry, silage or fuel oil may need consent from the Environment Agency. Applicants should contact their local EA office – see www.gov.uk/government/organisations/environment-agency.

Where farmland has significant erosion problems, or is causing pollution, the applicant will be required to rectify this situation before being considered for an agreement, particularly in sensitive river catchments.

Work on trees and hedges

Applicants may need permission for work on trees that are subject to a Tree Preservation Order (TPO). For instance, during hedge restoration applicants must consult the Local Authority or National Park Authority.

A Forestry Commission Felling Licence may be required if applicants are planning to remove trees or to manage overgrown hedges (where it involves felling more than 5 m³ of timber in a calendar quarter).

Guidance is available from the Forestry Commission website on getting permission to fell trees at: www.forestry.gov.uk/pdf/treefellingaugust.pdf/%24FILE/treefellingaugust.pdf.

Listed buildings

If any works to listed buildings are proposed, applicants must discuss these proposals with their Local Authority or National Park Authority, who can advise if Listed Building consent is required.

Conservation Areas

The Local Planning Authority or National Park Authority must be consulted if any part of the holding is located within a Conservation Area, and particularly if any work is proposed to trees, buildings, boundaries or structures.

Work affecting Public Rights of Way

Applicants require authorisation from the local Highways Authority before a new fence or other boundary is to be erected that crosses a Public Right of Way.

4.7.2 Permissions

Applicants can get informal advice from the local planning authority or National Park Authority on whether a proposal needs planning permission or General Permitted Development Order (GPDO) consent. There is also general guidance on planning available at: www.gov.uk/government/collections/planning-practice-guidance.

Planning permission

Most routine agricultural operations do not require planning permission because:

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

However, some operations do require consent under the GPDO.

For some activities, such as the creation of ponds, tracks or roofing capital items the planning requirements may not be straightforward. A Local Planning Authority or National Park Authority can provide informal advice on proposals and whether planning permission or GPDO consent is required.

The Government guide in relation to planning in general (not farm-specific) can be found at: www.gov.uk/government/publications/plain-english-guide-to-the-planning-system

NFU Members can also refer to the planning guide found here: www.nfuonline.com/science-environment/planning/nfu-guide-to-the-planning-system/

4.7.3 Environmental Impact Assessment Regulations

Agriculture

These regulations aim to protect environmentally significant areas, primarily uncultivated land and semi-natural areas, from being damaged by works which increase the agricultural productivity of the land. Guidance is available on GOV.UK at: www.gov.uk/eia-agriculture-regulations-apply-to-make-changes-to-rural-land

Where activities or works which increase the productivity of uncultivated or semi-natural land form part of a proposed Countryside Stewardship application, you must contact Natural England for further advice on the Environmental Impact Assessment Helpline, on 0845 600 3078.

4.8 Submit an application

The address for returning completed application forms and supporting information will be provided with the application pack.

Details of the supporting information required will be included in guidance sent to applicants as part of their application pack. Applicants must allow sufficient time to apply for application forms, complete them and secure any required consents or permissions.

Applicants can withdraw a submitted application in writing at any time before the closing date and resubmit another application if there is still time. After the closing date, applicants can request removal of options or items, but they cannot add or amend them.

4.9 After applying

Natural England will acknowledge receipt of the application.

All applications will be scored against the Scheme priorities outlined in section 1.1, except for applications that only include organic conversion and management options.

Successful applicants will be offered an agreement, with 20 working days to accept or decline the offer. Agreements cannot be amended once an agreement offer is made, applicants can only accept or reject it.

Feedback will be provided to unsuccessful applicants as to why their application was rejected. All applicants who fail to secure an agreement offer will be notified. Applicants have the right to appeal to Natural England, as set out in section 7.9.1.

4.10 Why applications may be rejected

Natural England 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; or
- is incomplete on the date of submission.

5 Scoring for Mid Tier applications

Applications for Countryside Stewardship agreements will be scored individually and an application will score more points if it includes options and capital items that address the priorities identified in the statements of priorities at: www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities. Each score will be ranked to determine which applications will be offered agreements, taking into account the available budget. As a result, the score which successful applications have to meet may vary each year. Further details can be found at Annex 3.

Applications will be scored automatically when information from the paper application form is entered on to the IT system. Once the application window has closed and data entry completed, all applications will be ranked based on their final score.

All applications must score above the nationally set minimum threshold. Any application that does not reach this threshold will be automatically rejected.

The final score for an application takes into account the total cost of the agreement as a measure of value for money. Therefore the score is likely to be lower where multi-year options or capital items are included that do not address local priorities.

There are two aspects to the scoring for Mid Tier:

- a basic score for selecting the appropriate options within a land parcel which reflect the priority given to each feature or issue; and
- an additional score for meeting additional CS elements.

The 'basic score' element will provide the greater proportion of points towards the total score.

5.1 Basic Score

The basic score is derived from:

- the CS priorities in each land parcel identified in the statements of priorities
- the appropriate multi-year and capital option(s) chosen, and
- the priority level given to the feature or issue (high, medium, low).

High priority features or issues will always score most points, followed by medium priority and then low priority.

Multi-year options: the area or quantity of option applied for will be multiplied by the score for the priority feature or issue. For example, where an applicant is proposing 10ha of an option to address a high priority feature or issue the score would be 1000 points multiplied by 10. If it's 5ha of a medium priority feature or issue it would be 100 points multiplied by 5.

Capital items: scoring of capital items is also based on the quantity of the selected item and the priority level of the features or issues being addressed.

To ensure the value for money assessment can be undertaken as part of the scoring, ALL capital works proposed as part of a Mid Tier application MUST be included in Year 1.

Any capital works essential to the delivery of multi-year options must be delivered in year 1 e.g. fencing to permit grazing. Capital works which have no dependency to multi-year option delivery can be delivered in year 1 or 2 e.g. hedge planting.

5.2 Additional score

Applicants can receive additional points if:

- they are a member of a Facilitation Fund group;
- their application has been approved by a CSFO; or
- they have met the requirements for the Wild Pollinator and Farm Wildlife Package See Annex 4.

5.2.1 Facilitation funding

Applications confirmed as being part of a wider, coordinated Facilitation Fund group will receive additional points.

5.2.2 CSFO Support and specific option or item approval

Where it is confirmed that an application has been submitted following the receipt of CSFO advice on which the applicant has acted and are sited in CS High Water Quality Priority Areas, it will receive additional points. Note that some water options and capital items are only available with CSFO approval and without that approval those items will be removed from the application – see section 4.3.3.

5.2.3 The wild pollinator and farm wildlife package

Where the requirements of the package are met in targeted areas additional points will be allocated.

The package includes a range of options aimed at supporting wild pollinators, farmland birds and other farmland wildlife.

5.3 Final score

The final score and value for money assessment is determined by taking the overall score (basic score plus any additional scores) and dividing it by the first year agreement cost (£).

The final score is used for ranking agreements against each other.

6 Scheme requirements and procedures

The Countryside Stewardship Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this Manual. These mandatory elements are set out in this chapter and chapters 3 and 7.

6.1 Entering into an agreement

Applications submitted by 30 September will be checked, scored and ranked against the available budget. No multi-year options or capital items can be added to a submitted application. Applicants can request removal of options or items and, if they do so (before the application deadline), the application will be scored again. All supporting information must be submitted by 30 September or the application will be rejected.

Successful applicants will be informed and made an agreement offer.

If applicants wish to accept the agreement offer they must return the signed acceptance declaration to Natural England. If successful applicants do not accept their offer in time, the offer will be withdrawn.

6.2 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, as per clause 1 of the Terms and Conditions – see Annex 1.

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

Land parcels where rotational options can be located are not considered Agreement Land unless the option is active on that land parcel in a particular year.

6.2.1 General management requirements

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 option prescription as part of the Countryside Stewardship Agreement Document, or specifically required for organic management).

The Agreement Holder 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; or
- allow field operations or stocking to cause any ground disturbance, wheel rutting, poaching or compaction on Agreement Land.

Note: The temporary use of Agreement Land for the storage of muck heaps is permitted where the Agreement Holder can continue to meet all the requirements contained in their Agreement applicable on the area concerned.

6.2.2 Protection of historic features

For any features marked on the FER map and HEFER consultation report, and for any additional features of which the Agreement Holder is subsequently advised in writing by Natural England, the Agreement Holder must not:

- cause ground disturbance, including poaching by livestock, on known archaeological features or areas of historic interest under grassland;
- sub-soil or de-stone on areas containing known archaeological features, unless these operations have been demonstrably undertaken as a routine in the past five years. Sub-soiling on Scheduled Monuments requires Scheduled Monument Consent from the Secretary of State for the Department of Culture Media and Sport, as advised by Historic England;
- 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; or
- damage, demolish or remove building material from substantially complete ruined traditional farm buildings or from boundaries of parcels containing known archaeological features or areas of historic interest.

6.2.3 Hedgerows

In any one calendar year, Agreement Holders must not cut more than 50% of all hedges on or bordering Agreement Land, including land parcels where rotational options are sited during that year.

Land parcels which do not contain permanent options but where rotational options can be located (and which are listed in the Agreement Document) are not considered Agreement Land unless a rotational option is active on that parcel in a particular year.

The only exception is for public safety, when road and trackside hedgerows can be cut annually or more frequently.

All hedges on or bordering Agreement Land must be marked on the FER map. Detailed guidance on the relevant hedges, and how to mark them on the FER map, is provided with the application pack at: www.gov.uk/government/publications/countryside-stewardship-mid-tier-including-water-quality-capital-application-form

6.2.4 Grazing management

The following table lists Mid Tier multi-year options which limit grazing activity. If any of these options are included in an agreement there is a requirement to avoid over-grazing and under-grazing across the whole grazed area of the Holding. Stock must be distributed across the grazed area of the Holding to ensure this requirement is met.

The average stocking density of grazing livestock across the Holding must not exceed a defined limit, across the holding where the agreement is located – see section 6.21.

Table of Mid Tier multi-year options where average stocking densities apply

Option Code	Title
AB1	Nectar Flower mix
AB6	Enhanced overwinter stubble
AB7	Whole crop cereals
AB13	Brassica fodder crop
GS1	Take field corners out of management
GS3	Ryegrass seed-set as winter food for birds
GS4	Legume and herb-rich swards
GS17	Lenient grazing supplement
OP1	Overwintered stubble
SW3	In-field grass strips
SW4	12m to 24m watercourse 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 SDAs* on land next to streams, rivers and lakes
UP1	Enclosed rough grazing
WD7	Management of successional areas and scrub
WD9	Livestock exclusion supplement - scrub and successional areas

* Severely Disadvantaged Area (SDA)

6.2.5 Nitrate Vulnerable Zones

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

6.3 Cross Compliance: requirements

Cross compliance is a set of rules which apply to all Agreement Holders receiving rural payments under:

- the Basic Payment Scheme;
- Countryside Stewardship;
- Entry Level Stewardship (including Organic Entry Level Stewardship and Uplands Entry Level Stewardship);
- Higher Level Stewardship (including Organic Higher Level Stewardship and Uplands Higher Level Stewardship, but not including HLS agreements that started before 1 January 2007); and/or
- Woodland Management Grant and Farm Woodland Payment elements of English Woodland Grant Scheme.

Cross compliance requires Agreement Holders to:

- maintain their land in Good Agricultural and Environmental Condition (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 Statutory Management Requirements (SMRs) relating to the environment, public and plant health, animal health and welfare, and livestock identification and tracing.

Agreement Holders must comply with cross compliance requirements across their 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 the Agreement Holder situated within the UK. This includes Agreement Land which is:

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

Full details of cross compliance requirements can be found in the current version of the 'The Guide to Cross Compliance in England' at: www.gov.uk/government/uploads/system/uploads/attachment_data/file/579836/Cross_Compliance_2017_rules_FINAL.pdf.

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

This is only a summary of the cross compliance requirements, and where there is a discrepancy between the Guide and this section, the Guide will prevail.

6.4 Evidence: Record keeping and inspection requirements

Inspection and audit requirements applied to the Basic Payment Scheme have been extended by EU law to cover the Rural Development Programme, including Countryside Stewardship and earlier agri-environment schemes. This has resulted in changes to record keeping and inspection requirements.

All Agreement Holders must provide evidence that they have undertaken all the requirements of their agreement when submitting claims or at inspections. Detailed information about how to provide this evidence is set out below.

The Rural Development Programme places a requirement on Agreement Holders to demonstrate that:

- they are eligible for the Scheme;
- the activities funded under their agreements are appropriate; and
- the funded activity is taking or has taken place.

This is necessary to meet EU requirements for evidence that public money is being spent effectively and is delivering the intended results.

Record keeping is a key component of an effective farm, or woodland, management system. Some existing farm records can be used to meet Scheme requirements, but the

Scheme may also require additional records to be kept which relate specifically to the management being funded.

6.4.1 When is evidence required?

Record keeping and other forms of evidence will be required:

1. When applying for the Scheme

Evidence must be provided to demonstrate eligibility of the applicant, business, land, multi-year options or capital items. **This must be submitted with the application form or by the 30 September deadline.** Exceptionally, an extension may be granted to submit supporting evidence where, for justified reasons, this is not available to the applicant by 30 September. However, no offer can be made until after the supporting evidence has been submitted and assessed. No adjustments can be made to the application once an offer has been made. It is advisable for applicants to submit their application and supporting evidence well in advance of the application deadline.

2. During the agreement period

Evidence is needed to demonstrate that required actions have been undertaken. This may be required:

- to support a claim, in particular capital item claims. More information is set out below in section 6.4.2, and where relevant further information will be supplied with the claim form covering letter; or
- during or after an administrative check, an inspection, or other checks as described in section 6.13.

3. Beyond the agreement period

Some records and other forms of evidence must be retained for 7 years from the date the agreement expires or is terminated, as set out in the Countryside Stewardship Terms and Conditions.

6.4.2 General evidence requirements for applicants and Agreement Holders

Consents and permissions

It is the applicant's responsibility to obtain all consents or permissions that may be required in order to undertake the particular multi-year option or capital item:

www.gov.uk/countryside-stewardship-grants. The applicant is also responsible for obtaining any other permissions required due to the applicant's specific circumstances or location, e.g. planning permissions.

Where a consent or permission is required or the applicant has been notified by Natural England of the need for a consent or permission, copies of all consents and permissions must be received by Natural England before an agreement offer can be made. The original documents must be retained by the Agreement Holder and made available by them on request or during inspections.

Catchment Sensitive Farming Officer (CSFO) multi-year option and capital item approval and overall application support

A small number of options and capital items set out in the table in section 4.3.3 are only available if approved by a CSFO. Applicants in the CS High Water Quality Priority Areas should contact their local CSFO for further advice.

6.4.3 Organic certification

Agreement Holders must comply with the organic standards on all their 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 and penalties – see section 7.3 for further details.

Record keeping requirements differ depending on whether land is certified as ‘organic’, ‘in- conversion’ or ‘applying for a new conversion’. The organic schedule and certificate as supplied by the Defra-approved organic control body (OCB) are legal proof of registration and provide verifiable evidence of the land status as ‘conventional’, ‘in-conversion’, or ‘fully organic’. Organic management or conversion payments are only available to applicants who are ‘active farmers’ as defined under Pillar 1 in regard to eligibility for Basic Payment Scheme payments.

The following evidence requirements apply for organic support under Countryside Stewardship.

Fully organic at the time of application:

- all applicants must provide a valid organic certificate and schedule issued by a Defra-approved OCB with the application. In addition, annual OCB inspection reports must be made available on inspection and a copy submitted on request; and
- Agreement Holders must maintain OCB registration, and submit a valid organic certificate and schedule, with the annual claim.

Conversion payments:

- a valid certificate and schedule, and a completed OCB-approved conversion plan must accompany the first annual claim for conversion payments. Each subsequent annual claim must be accompanied by a valid organic certificate and schedule; and
- the completed and OCB-approved conversion plan must cover all land and enterprises entered for ongoing support under Countryside Stewardship organic options.

New conversion:

- if applying for a ‘new’ conversion at the time of application, for those yet to register with an OCB and yet to complete an initial inspection and OCB- approved conversion plan (due to timing of conversion) the following documentation must be provided:
- a fully completed organic viability plan at: www.gov.uk/government/publications/countryside-stewardship-organic-viability-plan; and
- at the time of the first annual claim for conversion payments, a completed conversion plan approved by the OCB (covering all land and enterprises entered for ongoing support under the organic options) must be provided as well as a valid organic certificate and schedule.

6.4.4 Photographic evidence

For some multi-year options and capital items dated photographic evidence is required to support an application, claim, or as part of the record-keeping requirements for an agreement, and must either be provided or made available by the applicant or Agreement Holder on request, including as part of administrative record checks and during inspections. The requirement for dated photographic evidence will depend on the particular multi-year option or capital item, but the following general principles will apply:

Application stage

Some multi-year options and capital items require supporting dated photographs (for example, of a particular feature or site) when they are included in any application. Applicants will need to check the individual option or capital item requirements.

During work stage

For certain capital works, listed below, dated photographs will need to be taken of the site during the different stages of the construction or build to show that the minimum specification has been met; alternatively it will be acceptable to submit contracts, invoices, or other documents confirming the technical specification for the completed works have been met. This evidence needs to be submitted as part of any claim.

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
RP3	Watercourse crossings
RP4	Livestock and machinery hardcore tracks
RP6	Installation of piped culverts in ditches
RP7	Sediment ponds and traps
RP9	Earth banks and soil bunds
RP12	Check dams
PR13	Yard - underground drainage pipework
RP14	Yard inspection pit
RP15	Outdoor 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 (first 100 sq m)
WN6	Pond management (areas more than 100 sq m)
WN8	Timber sluice

Claim stage

For multi-year option photographs, a sample of Agreement Holders will be requested to take dated photographs as part of an annual sample. Those required to take photographs will be given notice of which options require photographs, when they should be taken and the final date for the return of the records.

For capital items, all Agreement Holders should take a dated photograph after the works have been completed and send it with the payment claim. The capital works listed in the table above also require dated photographs of the construction or build to show that the minimum specification has been met; alternatively it will be acceptable to submit contracts, invoices, or other documents confirming the technical specification for the completed works have been met. Capital works that cannot be visually checked after completion;

such as concreting or underground pipework invariably require photographs during construction. Agreement Holders should follow individual capital item guidance.

6.4.5 Photographic evidence quality

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

- quality of the photograph – photographs must be in focus and clearly show the relevant option, capital item or environmental feature. Images submitted by email should be supplied as JPEG files. Digital images should not be smaller than 600 x 400 pixels and ideally the image file size no larger than 400 KB. Printed photographs may be submitted to the Natural England office processing the application or agreement. Printed photographs must be no smaller than 15 cm x 10 cm. Photographs may be supplied in either portrait or landscape orientation as best suits the subject;
- photograph to identify the environmental feature, land management option
- or capital item(s) concerned – it is the responsibility of the claimant to provide sufficient evidence that the investment or required management has taken place, for example:
 - more than one photograph may be required where the option, feature or capital item exceeds the frame or is not clearly evident from a single photograph;
- it is good practice for the image, where possible, to include a significant feature to provide authenticity; ditch, fence, farm building, road, telegraph poles;
- it is good practice, where possible, to 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; and
- it is good practice, where scale or continuity is key, to include a feature, or introduce one. For example a quad bike, vehicle or use a sighting pole (2m high with 50cm intervals marked in red and white) and to take pictures consistently from the same spot for before and after photographs of the capital item or option.

6.4.6 Clearly label photographs

Use the Ordnance Survey (OS) map sheet reference and National Grid reference for the field 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 field parcel on which the feature, multi-year option or capital item is sited or for boundary features the adjacent field parcel. For example, with 'before and after' photographs submitted to support capital item Gateway relocation (RP2) the image should be labelled as XX12345678_RP2_1 and XX12345678_RP2_2. If there is no relevant land parcel reference the label can include a clear identifiable description such as Farmyard_RP22_1.

Digital images should be saved under the label outlined above. Printed photographs should have the label clearly written on the reverse.

6.5 Stocking records

Options that have prescriptions relating to grazing management (including prescriptions that say "do not graze" or "exclude livestock") require the Agreement Holder to keep livestock records.

Further guidance is available in Annex 7, with a template that can be used to keep the records at: www.gov.uk/government/publications/countryside-stewardship-livestock-record-keeping. See also section 6.12 on keeping farm records.

The Agreement Holder may however use any existing grazing recording system (including their current system) to meet this requirement. Grazing records must be kept on farm and made available for inspection if requested.

6.6 Nutrients

Options that have prescriptions relating to nutrient use require the Agreement Holder to keep records. Commercial nutrient recording systems for fertilisers and manures normally meet this requirement. Nutrient records must be kept on farm and made available for inspection if requested.

6.7 Recommended fertiliser management system

The use of a recommended fertiliser management system across the farm is an eligibility requirement for some Countryside Stewardship options such as Arable reversion to grassland with low inputs (SW7).

Applicants wishing to use such multi-year options must either:

- 1) demonstrate that they are utilising a recommended fertiliser management system across the farm; or
- 2) seek advice to adopt a recommended fertiliser management system within 18 months of the agreement start date; or
- 3) demonstrate that they qualify for exemption as a low intensity farmer. The following explain how 1, 2 and 3 are defined.

1) **Demonstrating the use of a recommended fertiliser management system**

Where required, applicants and Agreement Holders must hold sufficient farm records and documentation to demonstrate that they are using a recommended fertiliser management system and that nutrient management planning is taking place. Farm records must confirm that:

- applications of nitrogen and phosphate fertiliser to each crop in each land parcel are planned before any nitrogen or phosphate fertiliser is applied; and
- periodic soil testing is carried out on relevant areas (every 5-7 years).

These records must be available on request or at inspection. Further information about planning tools and advice for recommended fertiliser management systems is set out in Note 1.

2) **Seek advice to adopt a recommended fertiliser management system**

Applicants who cannot demonstrate that they are already following a recommended fertiliser management system will be required to obtain advice, in order to implement one across their farm within 18 months of the start of the agreement. Advice is available from the Farming Advice Service at: www.gov.uk/government/groups/farming-advice-service. Agreement Holders will need to demonstrate that they are actively implementing a fertiliser management planning system throughout the life of the agreement and be ready to submit records on request or make them available on inspection. Agreement Holders can source advice (at their own expense) but it must be from a suitably skilled agronomist or adviser. Further information about potential tools and advice is set out in Note 1 below:

Note 1.

Guidance on use of 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 farmers and land managers better assess the fertiliser required for the range of crops they plan to grow. Other sources of fertiliser nutrient advice are also available; and
- The industry Tried and Tested Nutrient Management Plan www.nutrientmanagement.org/home/

There are a number of tools available to help Agreement Holders comply with the requirement to plan farm nutrient use efficiently. These include:

- PLANET: a software tool to help farmers with field level nutrient management;
- MANNER NPK: a software tool that provides farmers and advisers with a quick estimate of crop available nitrogen, phosphate and potash from applications of organic manure. It is available at: www.planet4farmers.co.uk/Manner; or
- ENCASH: a software tool that allows farmers and advisers to calculate the nitrogen in manure produced by different types of permanently housed pigs and poultry.

All three software tools are on the PLANET website at: www.planet4farmers.co.uk.

There may be other packages providing a similar service.

There is also a wide range of advice available to help support farmers to improve nutrient management on farm:

FACTS-qualified advisers are qualified to give advice to promote farming systems that optimise 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: www.basis-reg.com/contact.aspx.

Catchment Sensitive Farming (CSF) is targeted in parts of the country where there are water quality issues linked to diffuse water pollution from agriculture (DWPA). These areas have been highlighted on the MAGIC website at: www.magic.gov.uk/, under 'Countryside Stewardship Targeting & Scoring Layers', then 'Water, and then 'Countryside Stewardship Water Quality Priority Areas'.

3) Demonstrate exemption as a low intensity farmer

Applicants are exempt from this requirement if they demonstrate that they are farming at a low intensity across their management or production unit or farm site. In such cases, applicants must meet all of the following requirements:

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

When calculating the fertiliser application rate, applicants must exclude any area of the farm site where no fertilisers are spread or soil cultivated (e.g. rough grazing).

Applicants will need to keep adequate records to show that they qualify as a low intensity farmer on the farm site and submit them on request, or make them available on inspection. If fertiliser records are not held for each field parcel, there must be sufficient information recorded to demonstrate compliance with the above low intensity farmer criteria.

For further information on low intensity exemption applicants should refer to Annex 1 Part A of the Nitrate Vulnerable Zones (NVZs) guidance – Guidance on areas designated as NVZs in England 2017 to 2020 and how the use of nitrogen fertilisers and organic manures is restricted in NVZs at:

www.gov.uk/guidance/nutrient-management-nitrate-vulnerable-zones.

6.8 Runoff and soil erosion risk assessment

Applicants must identify field parcels at risk of runoff and / or soil erosion on their FER, which must be submitted with their application. The runoff and soil erosion risk assessment must be kept as part of farm records and submitted to Natural England on request or made available on inspection. A template at: www.gov.uk/government/publications/countryside-stewardship-runoff-and-soil-erosion-risk-assessment is available for recording the risk assessment.

6.9 Soil sampling

Some Countryside Stewardship grassland options require information on soils to provide a baseline against which progress can be judged, and to provide evidence that the funded activity has taken place.

For Mid Tier this requirement applies to two options; permanent grassland with very low inputs (outside SDAs) (GS2) and permanent grassland with very low inputs in SDAs (GS5) the sampling guidance at Annex 6 must be followed and applicants must submit soil samples to a laboratory at their own expense.

The laboratory analysis must include:

- pH (water); and
- available phosphorus (P) using the Olsen method. The P results should be quoted in milligrams/litre.

This soil analysis forms part of the agreement baseline information, and must be submitted no later than with the first payment claim.

The date of soil sampling must be less than 3 years before the agreement start date. The soil analysis report must provide, in addition to chemical analysis results, details of the field or parcel number, the farm location and specify the depth at which the samples were taken. A copy of the soil analysis report must also be held as part of farm records.

Further soil sampling and analysis may be undertaken throughout the lifetime of the agreement by a Natural England adviser or Rural Payments Agency (RPA) Inspector during site visits or inspections.

Sampling technique is critical to securing reliable results. Soil sampling must be to the correct depth, which for grassland is to 7.5cm using a pot auger.

The sampling pattern should ensure that the entire field is sampled, but exclude boundary areas and those around feeding or watering points, and Scheduled Monuments, where they can be avoided (see below). For GS2 and GS5 only, small fields managed as a single unit, and which have the same soil type and management, and will be managed in a similar way during the agreement, can be amalgamated for sampling.

Soil Sampling on Scheduled Monuments

If your land parcel contains a Scheduled Monument, please avoid this when taking soil samples. If this cannot be avoided because the Scheduled Monument occupies a significant proportion of the land parcel, consent from Historic England is required before taking soil samples, to avoid a potential offence under the 1979 Ancient Monuments and Archaeological Areas Act. In these situations use the form at: www.gov.uk/government/publications/countryside-stewardship-consent-for-soil-sampling-on-scheduled-monuments. This must be completed and sent to Historic England in accordance with the guidance attached to the form, for their consideration. The sampling must not take place until consent has been agreed.

The results of the soil analysis should be submitted to Natural England. A copy must also be forwarded to Historic England, and details will be included in your s17 agreement, (under section 17 of the Ancient Monuments and Archaeological Areas Act 1979).

In the event that any archaeological artefacts are discovered during sampling or through sample analysis, details must be forwarded to Historic England. This includes evidence of any artefacts discovered outside the Scheduled Area but within the wider field parcel containing the Scheduled Monument.

6.10 Identifying species richness of grassland

For two grassland options, permanent grassland with very low inputs (outside SDAs) (GS2) and permanent grassland with very low inputs in SDAs (GS5) applicants must submit a declaration of qualifying criteria. A template at: www.gov.uk/government/publications/countryside-stewardship-permanent-grassland-with-very-low-input-options for assessing eligibility for permanent grassland with very low input options has been developed for applicants to keep a record of qualifying criteria. Its use is not obligatory and Agreement Holders can use their own preferred format to meet these requirements.

6.11 Invoices

When claiming for capital items based on actual costs, Agreement Holders must submit receipted invoices (that show payment for materials and contracted work) with the claim.

The following standards apply:

- provide original receipted invoices for the purchase of every item claimed;
- invoices can only be considered 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 also provide acceptable evidence:
 - receipts in the form of 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; or

- 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.
- an invoice is only acceptable 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 be clearly attributable 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 distance-purchased (e.g. over the internet) 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 Natural England reserve the right to reject all or some of the claim; and
- where the Agreement Holder has used their own labour for construction, time sheets must be kept, and submitted with the claim.

Invoices and time sheets do not need to be submitted when claiming for all other multi-year options and capital items (that are based on fixed cost). Receipted invoices and time sheets must be retained and made available on request, including those for specific capital expenditure related to a management option, such as seed purchases.

6.12 Keeping farm records

Agreement Holders are required to record certain management activities as part of specific management option prescriptions. The record keeping requirements are published in the CS grants tool at: www.gov.uk/countryside-stewardship-grants and as PDF documents on GOV.UK at: www.gov.uk/government/publications/countryside-stewardship-manual-print-version. These farm records must be made available on request. Typical activities which have to be recorded include:

- cutting, topping, grazing, burning, harrowing, rolling or tramline disruption;
- ploughing, cultivation, seeding, planting or crop rotation;
- application of fertiliser, manure, pesticides, herbicide, lime, desiccants, insecticides or fungicides;
- livestock grazing – see section 6.5;
- supplementary feeding;
- clearance works, bare ground restoration, drainage works and management, ditch management, or historic buildings maintenance work;
- wildlife assessment record;
- pesticide application method; and
- hedge cutting. (This includes keeping a record of the Scheme requirements that Agreement Holders must not cut more than 50% of all hedges in or bordering Agreement Land in any one calendar year).

Note: where the option includes a requirement not to carry out certain activities during the year (e.g. no grazing, no pesticide application), Agreement Holders do not need to record the absence of these activities. Agreement Holders will be required to complete a declaration on the annual claim form to confirm that they 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 e.g.:

- plant protection product application records can be used to verify timing of applications and what products have been applied,
- NVZ requirements for nitrogen planning and recording of nitrogen applications.

Existing farm records (e.g. those already kept as part of commercial farm activities and planning) can be used where these already meet Scheme requirements. This may include pesticide records, nutrient management plans, the use of manure and fertiliser, stock and grazing records. The existing records must cover the complete requirements of the Countryside Stewardship prescription. Where the scheme requirements are not covered by existing farm records, the Agreement Holder 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, Agreement Holders should check that appropriate information is included as part of their Pesticides Record under 'other/additional information'; or
- some prescriptions restrict applications of manufactured fertiliser to specified levels of phosphate and potash; in these cases Agreement Holders within an NVZ would need to record the application of phosphate and potash in addition to the application of nitrogen.

As part of the annual claim form, Agreement Holders will be required to sign a declaration that they have maintained the required records to evidence scheme delivery, and that these records will be made available on request.

6.13 Framework for scheme control

We are required by European regulations to make sure that Countryside Stewardship is properly controlled, to protect public money. Our control framework includes four types of checks: administrative record checks, rapid field visits, agreement monitoring visits, and inspections.

Any agreement breaches or non-compliances found during such control activities will be dealt with in accordance with the CS Manual – see section 7.3 and the Terms and Conditions at Annex 1. For the avoidance of doubt, this may include the application of recoveries, withholding future payments, penalties and interest payments and potentially termination of the Agreement.

The control framework includes 4 types of checks: administrative record checks, rapid field visits, agreement monitoring visits, and inspections.

6.13.1 Administrative record checks

Natural England will check all stages of the application and claim processes, including application forms, claim forms and the nature and quality of supporting evidence, such as receipts and farm records. The emphasis is on ensuring eligibility requirements are met at application stage, and that various forms and records match up during the whole agreement period.

As part of the administrative checks on annual claims, a percentage will be selected for follow-up checks of Agreement Holder records, and the claimant may be asked to submit copies of on-farm records for checking. Also, selected Agreement Holders will be asked to supply dated photographs for some multi-year options. Agreement

Holders will be given reasonable advance notice of when photographs should be taken and the final date for return of records.

Where records are not provided on request, or there are discrepancies, they shall be treated as a breach of the agreement.

6.13.2 Rapid field visits

These are part of the administrative checking process. RPA or Natural England staff will make rapid and focused visual checks, targeted at specific options or capital items. These visits may include record checks and soil sampling.

6.13.3 Agreement monitoring visits

Natural England advisers may visit sites to monitor environmental progress; discuss RPA inspection reports; or if justified, in response to an Agreement Holder request.

Historic England will visit sites with Scheduled Monuments which have reduced-depth, non-inversion cultivation on historic and archaeological features (HS3) and restricted depth crop establishment to protect archaeology under an arable rotation (HS9) option, once during the five years of the agreement. Results from Historic England monitoring visits will be discussed with Natural England.

6.13.4 Inspections

Each year, RPA will carry out compliance inspections on a sample of agreements, as required under European regulations, to ensure scheme requirements have been met. If an inspection finds a breach of the rules, it may lead to reductions and penalties being applied – see section 7.3.

6.14 Measuring Countryside Stewardship option areas and widths

This section outlines how and where CS applicants and Agreement Holders should start to measure the areas and widths of CS options, and where they can be placed in the field parcel in relation to cross compliance and Ecological Focus Area (EFA) requirements:

- please note the strict eligibility rules for EFAs that are not covered by this document;
- CS options cannot be used to deliver mandatory requirements under BPS – CS options have to go beyond the requirements of cross-compliance;
- EFAs – farmers can use the same EFA buffer strips to meet the greening and cross compliance rules;
- cross compliance requirements apply to ALL Countryside Stewardship Agreement Holders irrespective of whether or not they are in receipt of BPS; but cross compliance will not however apply to agreements covering only stand-alone capital items where BPS is not claimed.

If you use certain CS options as EFA areas this would be ‘double funding’ and there will be a reduction in the payment rate to remove the double funded element, as set out in section 3.3.1 of the CS Manual.

For details please refer to the:

- BPS Handbook – www.gov.uk/government/collections/basic-payment-scheme

For information about the specific cross compliance rules which apply to EFA watercourses and hedgerows please see the GAEC 1 and GAEC 7a pages in the current version of the Guide to Cross Compliance in England.

- Cross Compliance guidance – www.gov.uk/government/uploads/system/uploads/attachment_data/file/579836/Cross_Compliance_2017_rules_FINAL.pdf

Various exemptions apply and these are not covered in this document.

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

This section applies to CS buffer strip options SW1-4, WD3, and WT1-2 as listed below: The general principle is that the CS 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 buffer strip on cultivated land (SW4);
- Buffering in-field ponds and ditches on arable land (WT2); and
- Woodland edges on arable land (WD3).

Permanent grassland situations:

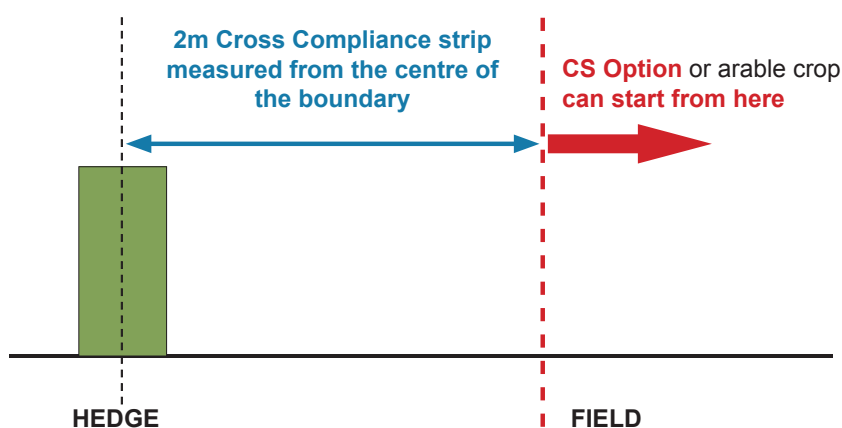
- 4m to 6m buffer strip on intensive grassland (SW2); and
- Buffering in-field ponds and ditches in improved grassland (WT1)

CS options adjacent to a hedge

Diagram 1

Where to start measuring CS options in relation to cross compliance requirements where the boundary feature is a HEDGE

In Arable and Permanent Grassland situations



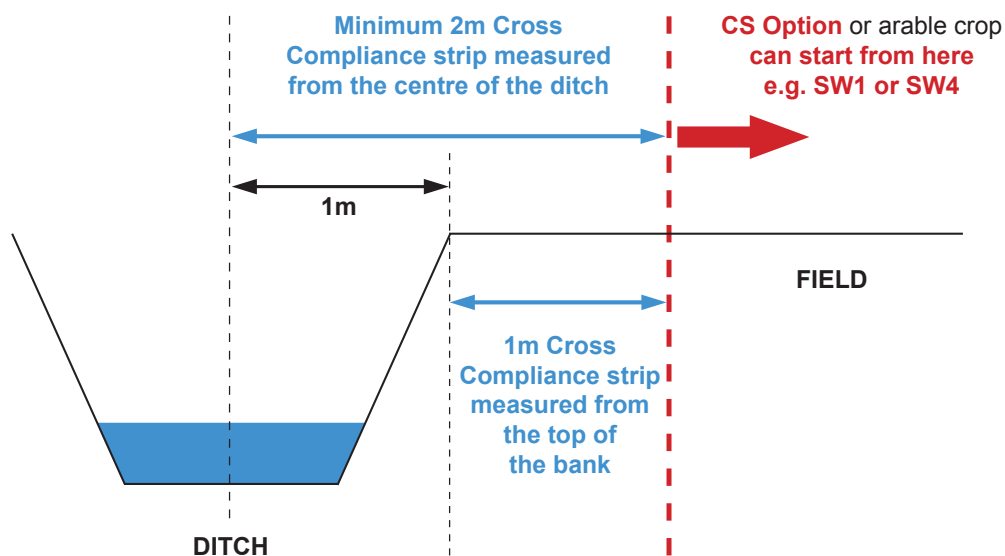
NOTE: If there is a fence adjacent to the hedge then different rules apply depending on whether it is more or less than 3m from the centre of the hedge. If the fence is more than 3m away from the centre of the hedge, and there is no management between the hedge and the fence, then the fence effectively becomes the new boundary. If the strip between the hedge and the fence is more than 3m wide it needs to be treated as a separate parcel.

CS arable options adjacent to a ditch

Diagram 2 – ditch measures 2m maximum width

Where to start measuring CS 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 Arable and Permanent Grassland situations



SW₁ is a 4-6 m buffer strip on cultivated land

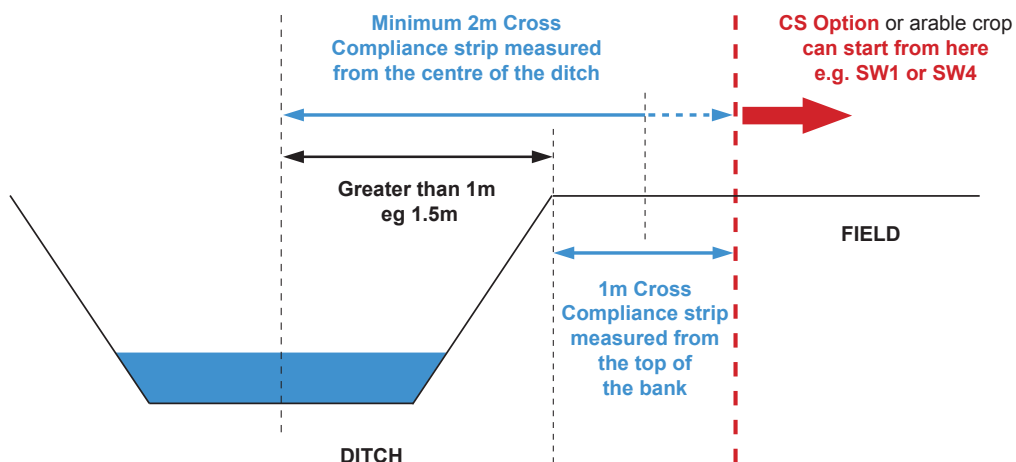
SW₄ is a 12-24 m watercourse buffer strip on cultivated land

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 CS 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 Arable and Permanent Grassland situations

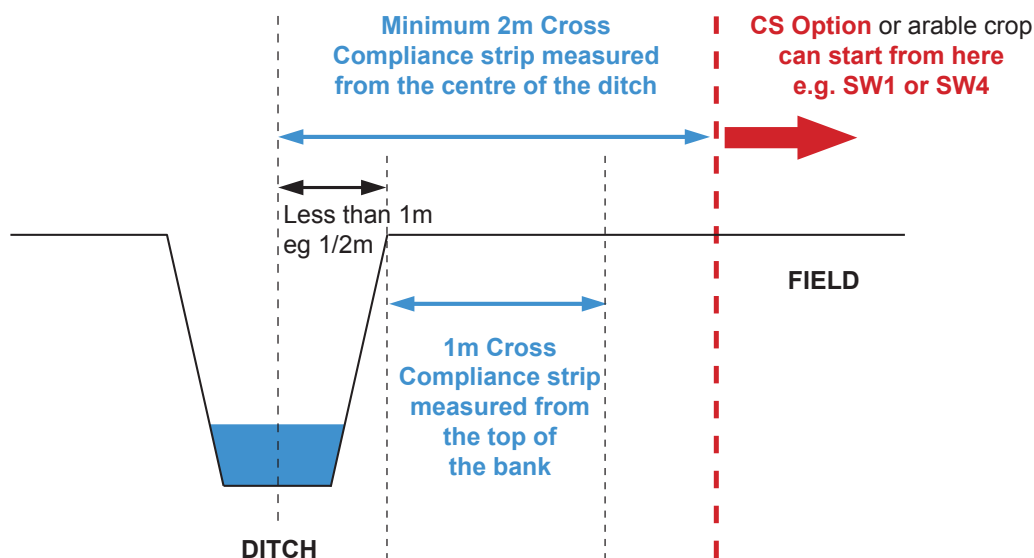


In this example the cross compliance strip would be 2.5m wide from the centre of the ditch

Diagram 2b – ditch less than 2m

Where to start measuring CS 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 m.

In Arable and Permanent Grassland situations



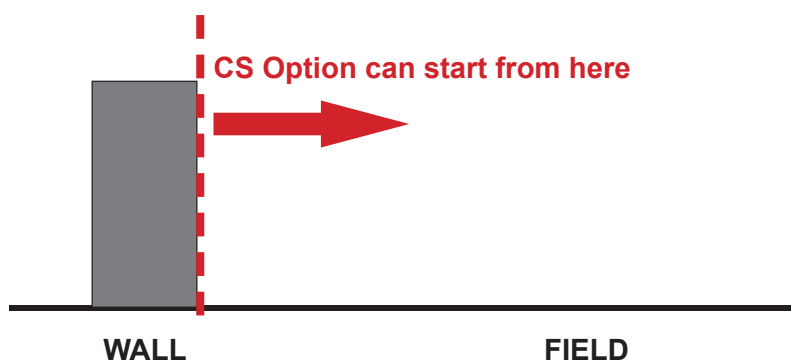
In this example the cross compliance strip would be 2.0m wide from the centre of the ditch

CS 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.



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

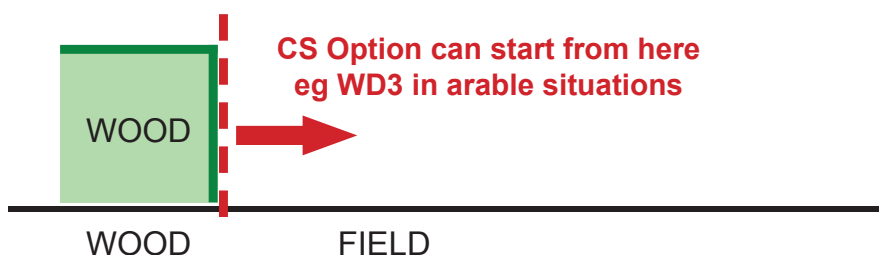
NOTE: If there is a ditch on the field side of the wall, this becomes the cross compliance feature and diagram 2a/2b applies as appropriate.

CS 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



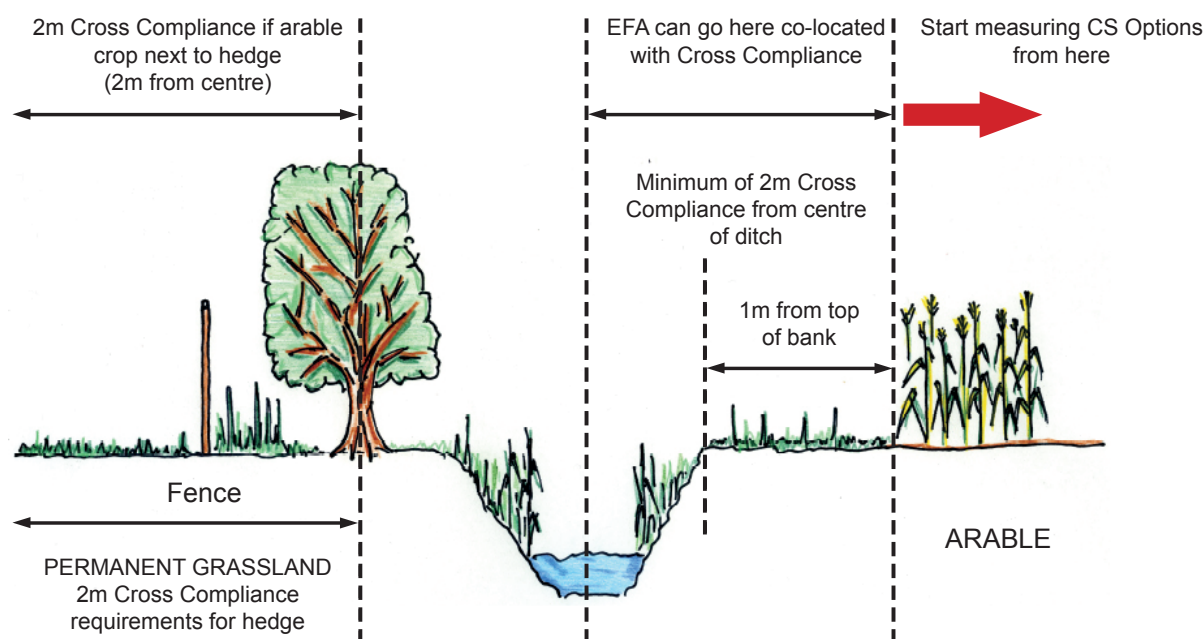
CS option can start immediately next to the wood
WD3 is Woodland edges on arable land 6m

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.



6.14.2 The relationship between Countryside Stewardship options, Cross Compliance and Ecological Focus Areas:

Examples of where to start measuring Countryside Stewardship options

CS area based options and area based EFA options can be co-located in the same parcel, but CS buffer strips must not overlap with cross compliance and EFA requirements.

RULE: None of the 18 CS options detailed in section 3.3.1 of the CS Manual can co-locate on an EFA area based option without a payment reduction.

EFA area based options are:

- fallow land;
- catch crops and cover crops; and
- nitrogen-fixing crops.

Diagrams 6 are based on diagram 2

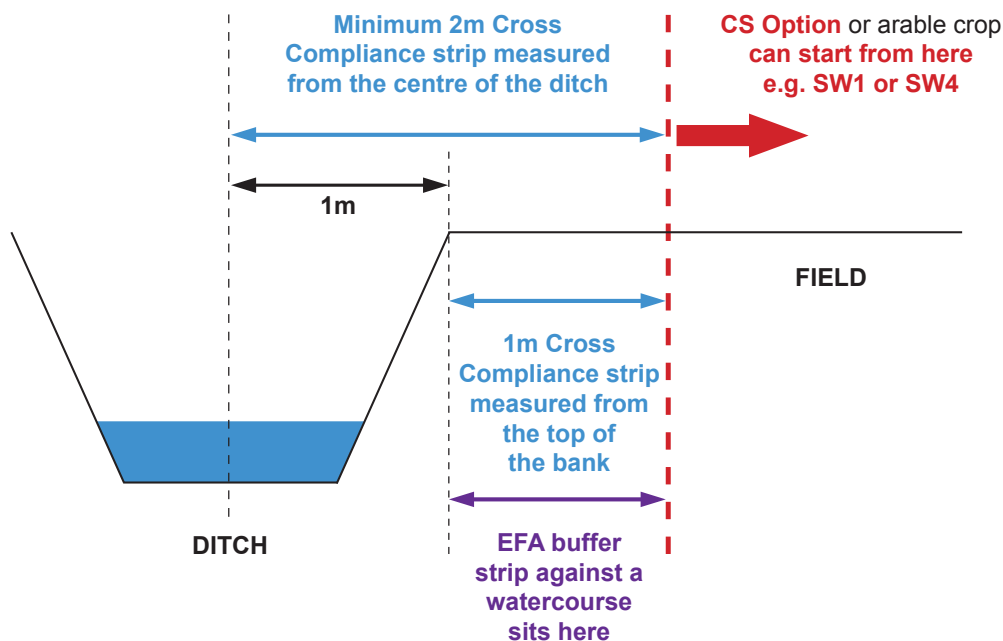
Where to start Measuring CS options in relation to Cross compliance requirements where the boundary feature is a DITCH with an *EFA buffer strip against a watercourse*

In Arable and Permanent Grassland situations

Start measuring CS options areas or widths where the cross compliance requirements and EFA requirements stop.

No EFA overlap with the CS option so no payment reductions would be required.

Diagram 6 – centre of the ditch to the top of the bank is 1m



SW1 is a 4-6 m buffer strip on cultivated land

SW4 is a 12-24 m watercourse buffer strip on cultivated land

Diagram 6a – centre of ditch to top of bank is more than 1 metre

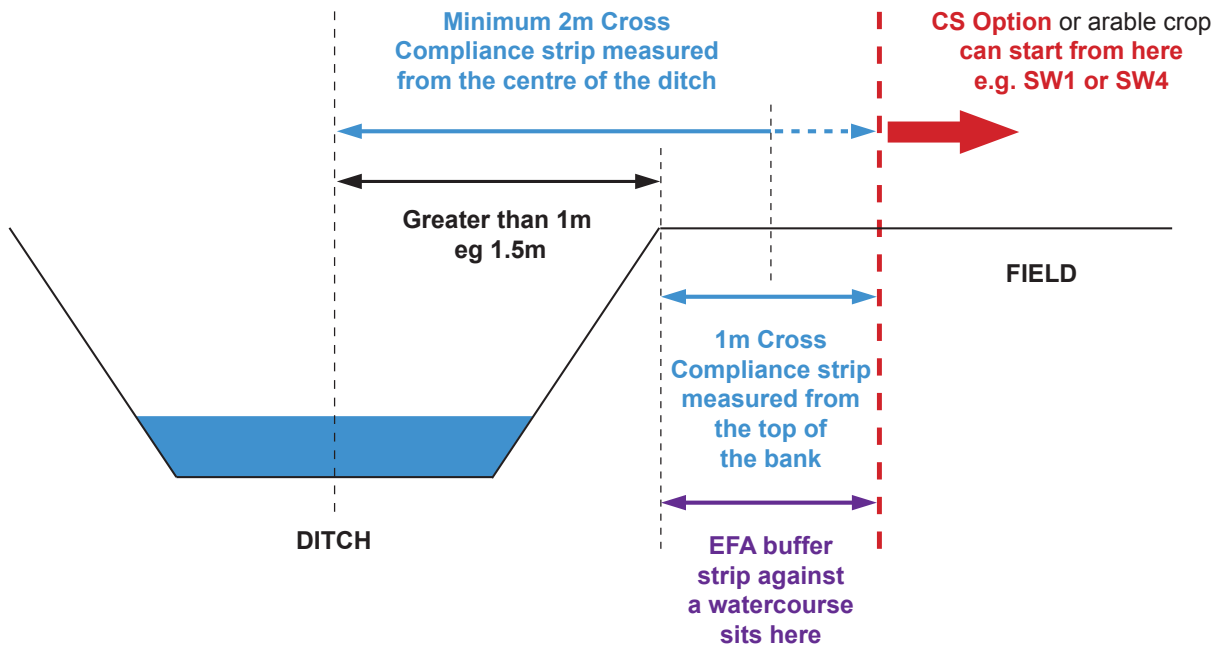
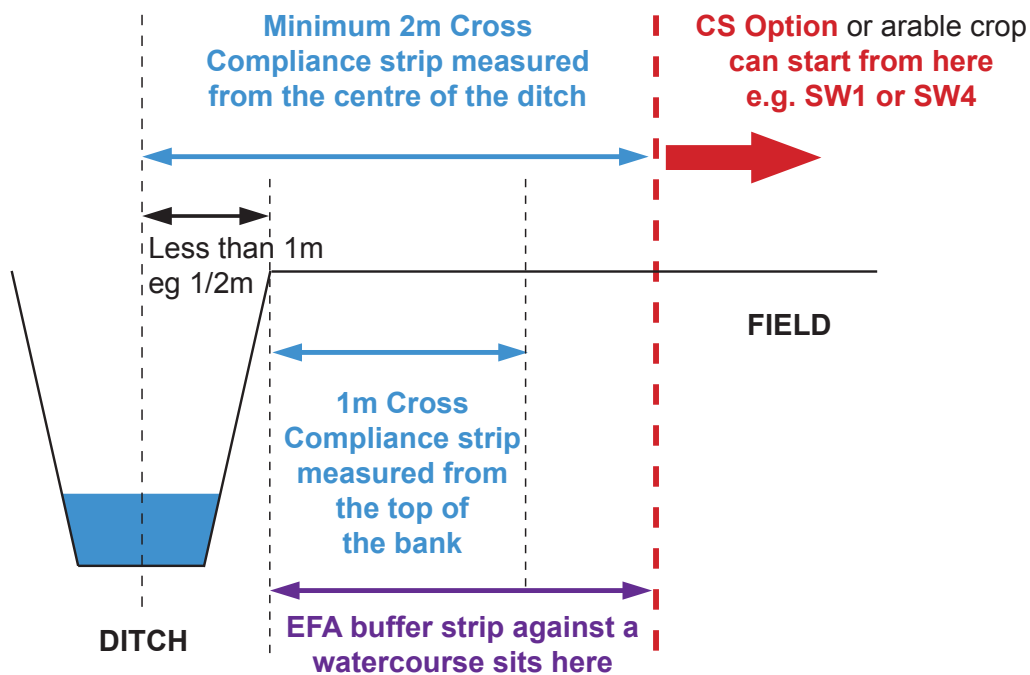


Diagram 6b – centre of ditch to top of bank is less than 1m

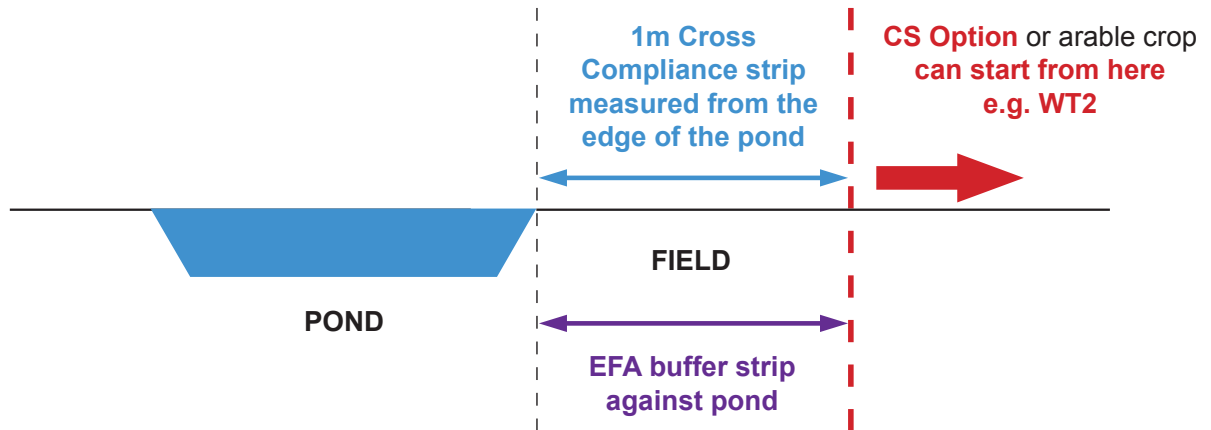


CS options adjacent to a watercourse

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’.

Diagram 7 – with cross compliance and EFA requirements

Start measuring CS option areas or widths where the cross compliance requirements and EFA buffer strip requirements stop. The diagram shows there is no EFA overlap with the CS option so no payment reduction would be required.



WT2 is buffering in-field ponds and ditches on arable land (10 – 20 m wide grass buffer strip)

CS arable options and beetle banks

Diagrams 8 and 9

These diagrams explain the relationship between 1m of EFA buffer strips and the 3-5m wide CS beetle bank (AB3)

Any strip must meet both CS & EFA requirements.

Under EFA rules farmers can place a maximum of two EFA buffer strips on each side of a water course.

Where the infield EFA buffer strip overlaps with the use of AB3, start measuring the CS option areas or widths where the 1m EFA requirements stop.

Where the EFA strip overlaps with the CS option area, a reduction to the CS payment may apply as in diagram 9 below.

Diagram 8

No payment reduction to AB3 if the total width is more than 4m and less than 6m wide

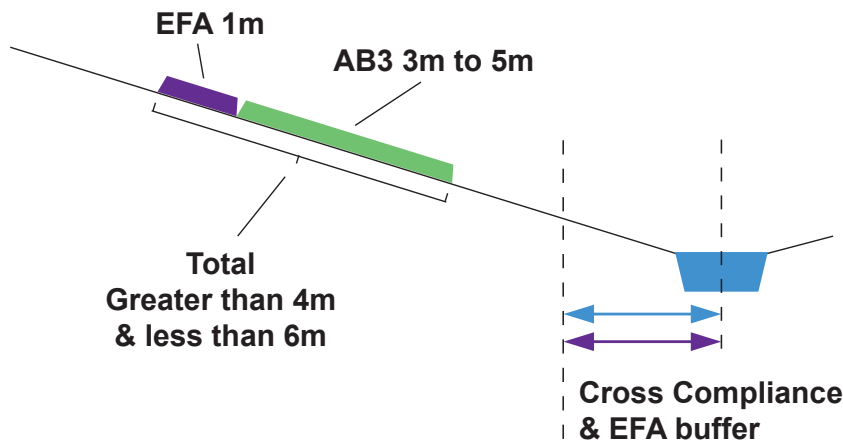


Diagram 9

A payment reduction to AB3 where the total width of the co-located EFA buffer strip and CS beetle bank is less than 4m wide.

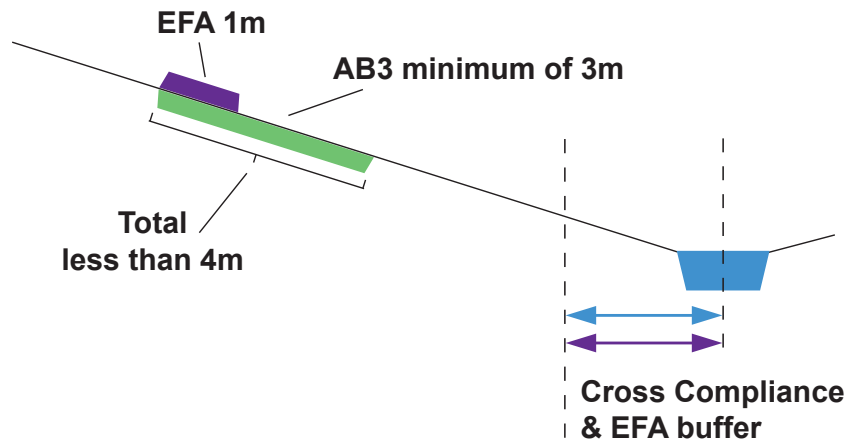
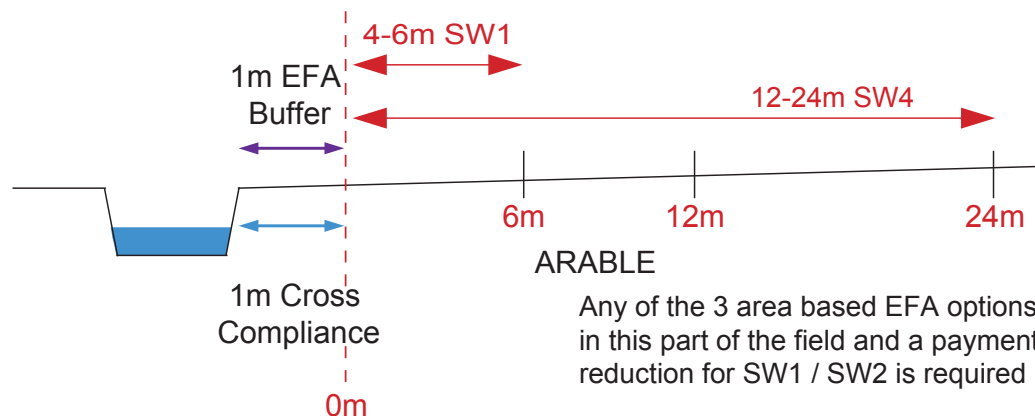


Diagram 10

How payment reductions to CS options SW1 and SW4 are required when co-located with area based EFA options



SW1 is a 4-6 m buffer strip on cultivated land

SW4 is a 12-24 m watercourse buffer strip on cultivated land

6.14.3 The relationship between whole field Countryside Stewardship options and Cross Compliance

For whole-parcel CS options, the required option management will go further and require management additional to any cross compliance requirements. So no reduction of the area, in respect of cross-compliance, needs to be made when claiming for whole parcel options.

However, when a CS strip (e.g. buffer, grass margin, wild bird seed mixture etc.) is in the same field as a CS whole field option (AB1 to AB16) e.g. basic overwinter stubble (AB2) applicants will need to deduct the area of the CS strip from the parcel area when applying for whole field options.

6.15 Publicity: requirements

Agreement Holders who receive more than €500,000 to fund a capital item, forest area development or improvement in the viability of forests are required to display a billboard and there are also requirements relating to websites for all levels of funding.

This is a requirement of European Union regulations.

The relevant requirements are set out in Annex III at 2.1 and 2.1 of Regulation (EU) No. 808/2014 which is available here:

<http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014R0808&from=EN>

Also at Annex III of Regulation (EU) No. 2016/669 which is available here:

<http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0669&from=EN>

This covers what needs to be said about: the name of the project, the source of the funding, activity supported by the project and use of logos.

Further information about the detailed requirements is available from Natural England Technical Services – see Annex 8.

6.16 Metal Detecting: requirements

Metal detecting is not allowed on Scheduled Monuments, Sites of Special Scientific Interest (SSSIs) and known archaeological sites on Agreement Land. These are identified on the FER, and the HEFER. Natural England will advise Agreement Holders in writing of any new sites that are discovered that will also be covered by these terms.

On all other Agreement Land, Agreement Holders must ensure that metal detecting does not conflict with the requirements of their agreement, in particular where proposed metal detecting may affect their ability to meet option prescriptions. 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 the application of recoveries, withholding future payments, penalties and interest payments – see section 7.3.

Any metal detecting that Agreement Holders allow on Agreement Land should be undertaken in accordance with best practice laid down in the current Code of Practice for Responsible Metal Detecting in England and Wales at:

www.finds.org.uk/getinvolved/guides/codeofpractice, and all finds must be reported to the Portable Antiquities Scheme.

6.17 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, Agreement Holders will need to seek approval from Natural England. Any proposed fieldwork must also have the written support of the local authority Historic Environment Service.

In addition:

- any archaeological fieldwork involving ground disturbance on Scheduled Monuments requires Scheduled Monument Consent from the Secretary of State for

the Department of Culture Media and Sport, as advised by Historic England, before fieldwork can commence;

- on Scheduled Monuments, any geophysical survey requires written consent from Historic England before fieldwork can commence; and
- any archaeological fieldwork (including the use of ground-penetrating radar or remote sensing) on SSSIs requires written consent from Natural England before fieldwork can commence.

6.18 Farm Environment Record and Historic Environment Farm Environment Record

As set out at sections 4.5.1 and 6.2, it is a mandatory requirement to retain all the features identified in the FER and the HEFER and to protect them from damage or removal for the period of the agreement.

6.19 Force majeure

If the Agreement Holder is prevented from complying with their obligations under the agreement due to force majeure or exceptional circumstances, Natural England must be notified in writing, within 15 working days from the date on which the Agreement Holder (or any person authorised to act on the Agreement Holder's behalf) is in a position to do so. They will need to provide evidence in writing to show:

- what has happened; and
- how the event meant they were unable to meet the scheme rules.

Force majeure or exceptional circumstances may include, but is not limited to:

- the death or long-term professional incapacity of the Agreement Holder;
- a severe natural disaster gravely affecting the Holding;
- the accidental destruction of livestock buildings on the Holding;
- an epizootic or a plant disease affecting part or all of the Agreement Holder's crops, trees or livestock; or
- 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).

Natural England 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 their obligations under the Agreement and whether all or part of the grant should be withheld or repaid.

If the Agreement Holder is aware of the issue when entering into their agreement then it is unlikely to fall under the force majeure or exceptional circumstances provisions.

6.20 Minor and temporary adjustments to agreement management

Where the Agreement Holder considers that, due to factors beyond their control in a particular year, they will be temporarily prevented from carrying out some of the management required under their agreement; they may apply to Natural England for a minor and temporary adjustment to the management requirements that apply that year.

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

To request a minor and temporary adjustment to the management requirements set out in the agreement a Minor and Temporary Adjustment Form must be completed. This form should be downloaded, completed and submitted by the Agreement Holder and sent to their local Natural England Technical Services office (see Annex 8). Permission is not automatic and Natural England 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 might otherwise be compromised, Natural England 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 receipt. More complicated cases involving additional contact/liaison with customers to clarify details will be dealt with as quickly as possible.

If the Agreement Holder proceeds without written or conditional permission, they may be subject to recoveries and/ or penalties for a breach of agreement.

Natural England will consider the request in the light of:

- 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 requested – 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; and
- the administrative cost of making a reduction to the payment (if required).

Additional management costs that might arise from a minor and temporary adjustment will not be recompensed.

Please note that Natural England cannot approve a minor and temporary adjustment to an agreement if this is likely to, or will, result in a breach of legislation, general scheme requirements, eligibility conditions, or the cross compliance rules.

If Natural England agrees to the suggested minor and temporary adjustment, they will send the Agreement Holder a letter or email giving permission. The Agreement Holder should keep this approval with their agreement documentation.

6.21 Grazing management: requirements

If the agreement contains one or more options which limit grazing activity, as listed in section 6.2.4, the Agreement Holder must meet the following requirements:

- Avoid over-grazing and under-grazing across the whole grazed area of the Holding. Stock must be distributed across the grazed area of the Holding to ensure this is the case; and for
- Mid Tier: Do not stock more than 2.0 Livestock Units (LU) / ha on Severely Disadvantaged Area (SDA) land, or 2.5 LU / ha on non-SDA land on average over the year across all agricultural land on the farm or production unit where the agreement is located.

Further guidance can be found at Annex 7.

Under-grazing is defined as occurring where annual growth is not being fully utilised, or where scrub or coarse vegetation is becoming evident, and this is detrimental to the environmental interests of the site.

Over-grazing is where grazing land is supporting 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.

The following table should be used to calculate livestock units on average over the year across all agricultural land on the farm or production unit where the agreement is located.

Animal numbers converted into Livestock Units (LUs) as follows	LUs
Cattle over 2 years	1.0
Cattle over 6 months to 2 years	0.6
Ram; Lowland ewe and lamb	0.12
Store Lamb; hogg; teg; Hill ewe and lamb	0.08
Horse	1.0
Pony / Donkey	0.8
Goat	0.12

Please note, if the Agreement Holder acquires additional agricultural land, they must notify Natural England by letter or email within 90 calendar days of the acquisition. This is because Natural England is required to carry out administrative checks to ensure that the change has not affected calculation of the stocking density requirement. This notification is in addition to any requirements to ensure that the land has been registered on the RPA's Land Management System.

6.22 Maintenance of capital items

Capital items funded under CS are required to be maintained by the Agreement Holder on the Agreement Land, in the condition and to the specification for which they were grant-aided, for a set period of time.

For capital works which form part of a multi-year agreement, this obligation will last for 5 years from the Agreement Start Date.

For capital items forming part of a stand-alone capital agreement, the obligation will last for five years from the Agreement Start Date.

Payments may be recovered if these requirements are not fulfilled, or if Agreement Land within which the capital item is located leaves the Scheme before the expiry of any linked maintenance obligations.

6.23 How Natural England will use and share Agreement Holder's information

The data controller is Natural England, 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX.

Agreement Holder information will be stored and processed in accordance with the Data Protection Act 1998. This Act gives individuals the right to know what data Natural England hold, how Natural England use it, with whom Natural England share it, and how Natural England ensures that it is accurate.

Natural England will use the data for administering and analysing applications, agreements and claims under Countryside Stewardship. Natural England will circulate and discuss it, in confidence, with those persons or organisations that help us to assess and monitor applications, agreements and claims. Some information will be shared with other grant distribution bodies and government departments, to enable them to detect fraudulent applications, agreements and claims and to co-ordinate the processing of complementary applications, agreements and claims. To do this, Natural England may have to discuss applications, agreements and claims with third parties or disclose information about funding decisions.

Natural England are required to make certain information about Countryside Stewardship applications, agreements and claims publicly available to meet requirements set out in the European Regulations governing payment of these grants. Natural England will do this by publishing information proactively or on request.

Details disclosed may include, but are not limited to:

- name;
- the name and address of the farm or business;
- postal town or parish;
- the first part of the postcode;
- the payments received for each measure; and
- details of the environmental features and multi-year options they contain.

Natural England is also subject to transparency obligations under the Freedom of Information Act 2000 and Environmental Information Regulations 2004. Participation in Countryside Stewardship involves expenditure of public money and is therefore a matter of public interest. Natural England will respect personal privacy while complying with access to information requests to the extent necessary to enable Natural England to comply with its statutory obligations under this legislation. Information disclosed under these obligations includes:

- grid references;
- the total area under agreement;
- the location of land parcels; and
- details of inspections by Defra or its agents

6.24 State aid rules

Countryside Stewardship Payments under the Rural Development Programme 2014-2020 are made in accordance with the Rural Development Regulations and State Aid Notification SA41676.

7 Agreement management

A Countryside Stewardship agreement comprises the Countryside Stewardship Terms and Conditions – see Annex 1, the Agreement Document (which sets out Agreement Holder-specific details) and the supplementary documents referred to in the Agreement Document.

The Countryside Stewardship Terms and Conditions require Agreement Holders to comply with the mandatory elements set out in this Manual. These mandatory elements are set out in this chapter and chapters 3 and 6

7.1 Claims process

Multi-year agreements

The deadline for Natural England to receive multi-year CS payment claims is midnight on 15 May each year (except where the 15 May falls on a Bank Holiday, other public holiday or weekend. In such cases the deadline is the next working day). The payment claim must include any paperwork to support the claim (such as an organic certificate). See also section 7.3 on Reductions and penalties.

Multi-year claims from land managers with multiple agreements

Where a business covers a number of farms and is managed as a single unit, or uses a single vendor or Single Business Identifier (SBI) number, Scheme rules allow more than one agreement for that SBI. Where such multiple agreements are in place, a separate multi-year CS payment claim must be submitted for each agreement. The declaration for each multi-year payment claim must be submitted in the usual way, and in addition a separate over-arching declaration covering all of the agreements must be submitted before any of the multi-year claims can be paid.

Capital items within multi-year agreements

Agreement Holders can submit a capital item claim for reimbursement at any time of the year, provided the approved work has been completed in accordance with the agreement and has been paid for in full by the Agreement Holder. The minimum value of any single claim is £500, with the exception of the final claim, which may be less than £500.

The Mid Tier agreement is for 5 years and includes a 2 year programme of capital works. Capital works can be delivered and claimed during years 1 and 2. Agreement Holders then have a further 3 months to submit any final claim. Late claims will not be accepted under any circumstances.

Mid Tier Capital-only agreements (water capital items)

Capital works must be completed within the first 2 years of the agreement. Agreement Holders have a further 3 months to submit a valid payment claim. Part claims are not accepted for some water quality capital items as defined in the table below. Late claims will not be accepted under any circumstances.

Single claim water capital items

Part claims are not accepted for the following water capital items:

Capital Item	Name
RP4	Livestock and machinery hardcore tracks
RP7	Sediment ponds and traps
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 stores
RP30	Floating covers for slurry stores and lagoons

Once the capital works are completed Agreement Holders should contact their local Natural England Technical Services office – see Annex 8, to request a claim form.

Payments for all agreements

All payments will be paid directly into the Agreement Holder’s nominated bank account by the Rural Payments Agency.

The impact of transfers on claims

If you are in the process of selling all or part of the land under your agreement and transferring the agreement management obligations for this land to the purchaser or you are purchasing land from an agreement holder and taking on the agreement management obligations from the seller please refer to Section 7.7 of this manual as there may be impacts on who should submit claims and who will receive payments.

7.2 Options and capital works

All Mid Tier agreements start on the 1 January immediately following a successful application. The agreement must not include any work which has already been undertaken or any financial commitment already made before 1 January, or the agreement may be terminated.

Invoices and receipts must relate to activities after the agreement start date, and must be dated after that start date. Claims will be rejected and will not be paid if, on inspection, or by administrative check, it is discovered that the work was carried out prior to or after the period of the agreement.

7.2.1 Using own labour for capital works

Agreement Holders can use their own labour for carrying out capital works. They will need to prepare time sheets signed by the employee and employer showing:

- the hourly rate for their labour or a farm employee's labour;
- what work has been undertaken; and
- the date the work was undertaken.

These records must be kept as either paper or electronic records for the full period of the agreement and be produced on request, and kept for 7 years from the end of the agreement.

7.2.2 Using own machinery for capital works

Machinery and equipment owned by the business can be used to carry out capital works. Hired machinery or equipment, e.g. a cement mixer, can also be used. Any invoices and records of the machinery used must be retained either as paper or electronic records for the full period of the agreement and be produced on request, and kept for 7 years from the end of the agreement. Records must include:

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

7.2.3 Using contractors

It is permitted to employ contractors to undertake agricultural work on Agreement Land, or to undertake work required under the Countryside Stewardship options and capital items.

The Agreement Holder must notify the contractor about the agreement and its requirements. It is the Agreement Holder's responsibility to make sure that work carried out by contractors does not breach the terms of their agreement. The Agreement Holder will be liable for any payment reductions or penalties that result from any breaches that the contractor commits on the land.

7.3 Reductions and penalties

If Natural England becomes aware that an Agreement Holder has breached the terms of their agreement or that they do not meet the relevant eligibility criteria on all or part of their Agreement Land, future grant payments may be reduced or withheld, and sums previously paid to the Agreement Holder may be recovered. In some circumstances, additional penalties may be applied.

This section of the Manual sets out a non-exhaustive list and some examples of where reductions or penalties may be applied, and where payments may be withheld or recovered.

7.3.1 Reductions

Natural England can only pay Agreement Holders for the eligible land that they correctly declare, and that they are managing according to the Scheme rules.

Natural England will reduce the amount an Agreement Holder has been or will be paid for if they:

- have not declared all the agricultural land on the Agreement Holder's holding, and non-agricultural land that is under a Rural Development agreement;
- have claimed payment on land which is not eligible or is not under their management control;
- have not followed the management requirements or prescriptions for the options chosen;

- have over-claimed for capital works;
- have not followed the Scheme rules; or
- have not complied with cross compliance rules where applicable.

In cases of force majeure and exceptional circumstances, Natural England will consider the facts on a case-by-case basis in deciding whether to pay or reduce a claim – see section 6.19 for more information about this.

7.3.2 Penalties

Penalties are applied if:

- a payment claim for a multi-year agreement is submitted late (see late payment claims for multi-year agreements below);
- a late change is made to a payment claim for a multi-year agreement (this includes changes to supporting information or evidence submitted as part of the claim);
- the payment claim for the multi-year agreement does not contain all the agricultural land on the Agreement Holder's holding, and non-agricultural land that is under a Rural Development agreement;
- the agreement area that the Agreement Holder claims payment for is significantly larger than the area on which the Agreement Holder is actually carrying out the agreement options;
- the Agreement Holder has not followed scheme rules;
- the Agreement Holder has not followed the cross compliance rules; or
- the Agreement Holder claims payment on capital items which they have not fully completed or have not completed to the required standard.

This is a non-exhaustive list, and there may be other examples where penalties may be applied. In cases of force majeure and exceptional circumstances, obvious errors and notified errors, Natural England will consider the facts on a case-by-case basis in deciding whether to pay or reduce a claim.

Penalties are applied to the land management elements of the payment in the following order:

- penalties for over-claiming eligible land;
- penalties for agreement breaches (reduction or non-payment of amount claimed);
- penalties for a late submission of a payment claim for a multi-year agreement;
- penalties for not declaring all of the relevant land parcels on the holding;
- penalties for agreement breaches (recovery of support paid earlier); and
- cross compliance penalties.

Penalties for over-claiming on capital items will be applied separately to the capital element of the payment only.

7.3.3 Late payment claims for multi-year agreements

Agreement Holders can make a late claim in writing until midnight on 9 June but they will receive a penalty. For each working day the claim is late, the size of the penalty will be a 1% reduction of the amount to which they would have been entitled had the claim been submitted on time.

Agreement Holders cannot make claims after midnight on 9 June apart from in cases of force majeure (see 6.19).

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

Claims can be changed until midnight on 31 May without receiving a penalty.

For each working day after this, a 1% penalty will be applied to the land parcel and option which the change relates to.

Claims cannot be changed after 9 June, apart from:

- in cases of force majeure (see section 6.19 for more information);
- where an Agreement Holder withdraws all or part of a claim (see section 7.3.5 for more information); or
- obvious error (see section 7.3.6 for more information).

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

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

- they have already been told about an error in the payment claim (or the relevant part of the payment claim);
- they have been inspected (or receive advance warning of an inspection); or
- an inspection reveals a breach of the rules; or
- errors have been found by RPA when they cross check information against BPS applications

7.3.6 Obvious errors

Where a straightforward mistake on a payment claim has been made (and which is obvious from a simple administrative check of the claim), Agreement Holders can ask Natural England to correct it. Natural England may be able to correct it at any time without applying a reduction or a penalty.

However, if an Agreement Holder makes the same mistake more than once, Natural England may not accept it as an obvious error.

7.3.7 Notified errors

Agreement Holders can notify Natural England at any time in writing of errors in their payment claim to avoid certain penalties unless they have:

- already been told of any non-compliances in their payment claim; or
- received advance warning of an inspection.

NE will not apply penalties for not declaring all relevant land parcels, or for over-claiming land in these specific cases.

7.3.8 Not declaring all the relevant land parcels on a holding

If an Agreement Holder does not declare all of their agricultural land parcels plus any non-agricultural parcels that are under a Rural Development agreement, the size of the penalty depends on how big the difference is between:

- the number of hectares declared; and
- the number of hectares declared plus the overall area of parcels not declared.

Difference between land declared and what is actually held (as a % of land declared)	Size of penalty
up to 3% of the area determined	No penalty
more than 3% and up to 20%	1%
more than 20% and up to 50%	2%
more than 50%	3%

7.3.9 Over-claiming land under option

If an Agreement Holder declares land in their payment claim that is not eligible land (as set out in section 3.1.1) or does not have the relevant option present on it, their claim will be reduced. Natural England can only pay for the eligible land/options as identified during administrative or on-the-spot checks (called 'the area determined').

As well as a reduction, Natural England may apply a penalty. The size of this penalty depends on the size of the over-claim. The over-claim will be the difference between the area determined and the area the Agreement Holder used to claim CS in the payment claim (called 'the area declared'). The only exception is if the difference is less than or equal to 0.1 hectares (providing the difference is not more than 20% of the total area declared for payments in that payment group); in this case, Natural England will pay on the area declared by the Agreement Holder.

Size of over-claim	Size of penalty
Up to 2 hectares or 3%	No penalty
More than 2 hectares or More than 3% but not more than 20% (of the area under option determined)	Twice the difference of the over-claim For example, if the over-claim is 5 hectares, Natural England will reduce the claim by 5 hectares and apply an additional 10 hectare penalty
More than 20% (and up to 50%) of the area under option determined	100% (the whole payment)
More than 50% of the area under option determined	More than 100% (see below)

Sometimes a penalty can be more than 100% of a payment. The extra penalty is calculated based on the amount of land that has been incorrectly claimed. This penalty calculation will be carried out separately for each payment group for which an over-claim has been made.

Example:

- an Agreement Holder claims payment for 10 hectares of eligible land under option AB1 (Nectar Flower Mix)
- they actually only have 3 hectares of the option AB1
- the difference is therefore 7 hectares

Because 7 hectares is more than 50% of 3 hectares, the Agreement Holder will lose their whole payment (as in the table above) on the 7 hectares of land which they should not have claimed.

The RPA will also deduct an amount equal to the value of the over-claim from future payments. In this example, the amount to be deducted will be the value of 7 hectares. This amount will be taken from future payments from one or more of the following:

- BPS (including greening);
- Young farmer payment; or
- Countryside Stewardship and other Rural Development Schemes.

If there is any money still outstanding after 3 years, the RPA will cancel the balance. This is sometimes known as a '3-year penalty'.

7.3.10 Cross compliance

Any breach by the Agreement Holder (or by others acting under their control, or anyone with access to the holding under the terms of an agreement including contractors, employees or family members) of cross compliance rules anywhere on the Holding (including associated common land) may result in a penalty being applied. In most cases, the penalty would be applied to all BPS, CS and earlier agri-environment scheme area payments claimed by the Agreement Holder.

See 'The Guide to Cross Compliance in England' at: www.gov.uk/government/uploads/system/uploads/attachment_data/file/579836/Cross_Compliance_2017_rules_FINAL.pdf to find out about cross compliance penalties. These are applied after CS penalties.

7.3.11 Breaches of Agreement

If the Agreement Holder breaches the terms of the agreement, reductions may be applied to the payment.

If any breaches are identified as a result of administrative checks or inspections, the Agreement Holder will be notified in writing. Where any such breaches are identified, Natural England will determine the level of reduction to be applied, taking into account the severity of the breach, its extent and duration, and whether it is an isolated or a repeat occurrence. A reduction may be applied to the current year's claim and also to previous years' claims, unless the Agreement Holder can demonstrate compliance in previous years.

A brief explanation of how breaches are assessed for severity, extent, duration, and re-occurrence is set out below.

Severity

An assessment will be made to determine the relative importance of the consequence of the breach/non-compliance and will take into account the objectives of the agreement or options that were not met. For example, ploughing a priority habitat would be classed as a severe breach.

Extent

This will depend on the particular effect the non-compliance has on the agreement as a whole. It would also reflect how much of the agreement has been breached. So, for example, an agreement covered 10 parcels and a breach of agreement was found to affect 50% or more of this land, then the breach would be considered to be a large extent.

Duration

Consideration will also be given to the length of time the effects of the breach lasts and whether it is possible to remedy the breach by reasonable means.

Re-occurrence

The assessment will depend on a number of factors, for example whether a similar event of non-compliance has been found in previous years (including prior to 2014 – the start of the current Rural Development Programme), and whether the re-occurrence concerns the same or similar measure (for example agri-environment or organic).

Where it is considered that a breach is so serious that it cannot be rectified, this may result in the termination of the agreement. In serious circumstances this may also result in the Agreement Holder being prohibited from entering another agri- environment scheme for up to 2 years.

7.3.12 Refusal or withdrawal of support claimed

In certain scenarios the support claimed will be refused or withdrawn in full. These are when Natural England determines that:

- a serious non-compliance by the applicant / Agreement Holder has occurred.
- the applicant / Agreement Holder has provided false evidence for the purpose of receiving the support.
- the applicant / Agreement Holder has negligently failed to provide the necessary information (for instance, where Natural England has asked for it repeatedly and there is no reasonable justification as to why it has not been provided). Natural England cannot impose this penalty on this ground in the absence of negligence.

The withdrawal of support will be applied for the calendar year of notification plus the following calendar year. In addition support may be refused for other Rural Development schemes. The applicant / Agreement Holder will be notified and will have the right of appeal against such a decision.

7.3.13 Suspension of payments

Where a breach of Agreement is of a minor nature and does not compromise the objectives of an option and it can be rectified within 3 months of the date of notification to the customer of the action they need to take, payments may be withheld until the breach has been rectified. This is only available in certain circumstances.

7.3.14 Capital Payments; Over-declaration of expenditure

If the Agreement Holder submits a claim which exceeds the value of the costs which are eligible to be claimed, a penalty may be applied. Where the excess amount claimed is 10% or less of the value of the eligible costs, the payment will be reduced to the correct amount but no additional penalty will be applied. Where the excess amount claimed is more than 10%, the payment will be reduced to the correct amount and a penalty equal to the difference between the eligible costs and the amount claimed will be applied, up to a maximum of the entire value of the claim.

7.3.15 Interest charges

When Natural England or the RPA act to recover payments already made to the Agreement Holder, interest will be applied. Interest will begin to accrue from 60 days after the date of Natural England's notification of the breach to the Agreement Holder and will continue to accrue until the time of reimbursement of the payments from the Agreement Holder to Natural England or the RPA. This will include any period when the recovery or penalty is being appealed or is otherwise under review.

7.4 Site visits

Site visits are carried out in order to monitor Agreement Holders' compliance with the rules governing their agreements (and cross compliance on the whole Holding), and the success of CS overall. Agreement Holders must allow any UK or EU public authority (or their authorised representatives or auditors) to access their land or premises for this purpose, and must assist and co-operate with any person carrying out a site visit. Any refusal to do so or obstruction is a breach of the Countryside Stewardship Terms and Conditions, and may also be a criminal offence. Further information on Scheme monitoring and inspection is included in sections 6.13.3 and 6.13.4.

7.5 Terminating agreements early

Natural England reserves the right to terminate the agreement on written notice to the Agreement Holder if:

- the Agreement Holder has breached the terms of the agreement;
- there is a change in circumstances affecting the Agreement Holder's eligibility to receive CS payments; or
- the Agreement Holder has failed to repay any sum which has become recoverable by the RPA

In addition to the right to terminate as detailed above, Natural England may terminate the agreement and any future payments on giving the Agreement Holder six months' written notice at any time.

The Agreement Holder may terminate the agreement at any time by giving written notice to Natural England. In these situations the Agreement Holder may be required to repay all or part of the payments received and their obligations under the agreement shall not cease until such repayment has been made.

7.6 Break Clause

There is no break clause for Mid Tier or capital only agreements.

7.7 Transfers of land under agreement

7.7.1 Selling or transferring land to another party

Natural England will consider requests to transfer an agreement (in whole or part) to another party as a result of:

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

If the transfer request is approved, any options associated with the transferred land parcels will be included in a stand-alone CS Agreement. The agreement cannot be re-negotiated at the point of transfer or merged with another agri environment agreement, it will also expire at the end of the original agreement term.

Please Note: Capital Grant agreements are not transferable. If all or part of the land under a Capital Grant agreement is transferred to another party, the Capital Grant agreement will be terminated on those parcels and the Agreement Holder may be required to repay all or part of the grant payments received.

The new owner/occupier (Transferee) should notify Natural England by requesting and submitting a Transfer Request Form to their nearest Natural England (Technical Services) office (see contact details at Chapter 9) as early as possible in advance of any transfer of all or any part of the Agreement Land and no later than 90 calendar days after the transfer has taken place. If there are capital items associated with the transferred land parcels please contact Natural England.

In order for us to process the transfer as quickly and efficiently as possible, the Agreement Holder (Transferor) (the party transferring the land) should also contact us as early as possible about the transfer.

The Agreement Holder should tell the new owner/occupier about their agreement before they transfer any Agreement Land. If the new owner or occupier is willing to continue with the agreement, they must complete and return the relevant part of the Transfer Request Form to confirm their intention to continue with it within 90 calendar days of the date of transfer. In this case, the Agreement Holder will not be required to repay any multi-year grant payments for the period when the Agreement Land was in their ownership or occupation as a result of the transfer (though other recoveries may still apply, for instance in relation to breaches of agreement). The Agreement Holder may be required to repay all or part of any grants received for capital items. The other exception is where organic options are involved and in these cases the Agreement Holder will be required to repay all organic multi-year grant payments if the new owner or occupier does not maintain the organic registration on the land – see section 3.2.7.

If the new owner/occupier chooses not to continue with the Agreement on the transferred land, or if Natural England does not receive the new owner/occupier's confirmation of their intention to continue with the agreement within 90 calendar days of the date of transfer, the agreement will be terminated for that land. In this situation the Agreement Holder will not be required to repay any multi-year grant payments for the period when the Agreement Land was in their ownership or occupation as a result of the transfer (though other recoveries may still apply, for instance in relation to breaches of agreement). The Agreement Holder may be required to repay all or part of any grants received for capital items. The other exception is where organic options are involved and in these cases the Agreement Holder will be required to repay all organic multi-year grant payments if the new owner or occupier does not maintain the organic registration on the land – see section 3.2.7.

If only part of the Agreement Land is transferred, the original Agreement Holder will be expected to continue with the existing options on the land they have retained in their Agreement. The amended Agreement will run for the remaining term of the original Agreement.

Important to note: A transfer cannot be completed by Natural England until the Rural Payments Agency have also been informed of and completed the transfer of land parcels from one party to another. This needs to be done using the RLE1 form or online in the Rural Payments service.

7.7.2 Changes to customer details or businesses

If there is a change to customer details or business structure that results in a new SBI being provided by the Rural Payments Agency it will be treated as a transfer.

7.7.3 Acquiring additional land covered by another scheme or agreement

Where an Agreement Holder acquires land on which there are already commitments under another scheme, such as Environmental Stewardship (ES), Countryside Stewardship (CS) or the English Woodland Grant Scheme (EWGS), there will be a range of options available for how the acquired land is managed in future. A Natural England adviser can discuss the individual circumstances with the Agreement Holder and propose the best solution available. Agreement Holders in this position should contact Natural England.

However, where the acquired land is already under an agreement (ES, EWGS or CS) and does not remain at the same or a higher level of management, the original Agreement Holder may be liable for any repayment of grants made under that agreement.

7.7.4 When will agreement transfers take effect?

Please contact your Natural England office for confirmation of when your transfer will take effect, the impact on any outstanding payments and the process, in addition to the completion of the Transfer Request Form, that needs to be followed.

Natural England recommends that each party involved in a transfer takes independent legal advice to ensure that their respective obligations or liabilities are built into the relevant transfer documentation (for instance the contract of sale or the lease agreement). However Natural England cannot reimburse any costs incurred in the transfer process.

If a transfer is progressing and has not been fully processed at the time of the annual claim submission the owner/occupier will need to countersign the claim form for the land they will be taking on. Please contact your local Natural England office for the counter signatory annex to the claim form.

7.8 Amendments to the Agreement

7.8.1 Changes requested by the Agreement Holder

The Agreement Holder should be able to carry out the multi-year options and management under their agreement without difficulty.

However, should an exceptional situation arise where an Agreement Holder needs to change the choice or location of multi-year options, Natural England will consider requests to amend the agreement. Repayment of all or part of previous payments may be required.

Continuity of management is important during the lifetime of the agreement if the environmental benefits sought are to be achieved. Natural England will therefore only agree to changes that are necessary to achieve the objectives of the original agreement.

No amendments to or rescheduling of approved capital items is permitted

Please contact your local Natural England office if you would like to discuss an amendment to your Agreement

Natural England must agree to the request before the Agreement Holder makes any changes to option location or management. All amendments come into effect from 1 January of the next calendar year. The amendment will not be valid until the Agreement Holder has received a letter from Natural England agreeing to the amendment and advising them of the date from which it will take effect. Written confirmation will be provided by Natural England if the request is successful. The Agreement Holder must continue to manage their agreement under the existing prescriptions until the date the amendment takes effect, as set out in the formal confirmation of the amendment. The Agreement Holder may also need to contact the RPA to notify them of changes to their Holding.

7.8.2 Variation of agreements by Natural England

Very rarely, it may be necessary for Natural England to vary the agreement in line with changes to European law and in other exceptional circumstances. In applying for the scheme, the Agreement Holder accepts that such changes may be made at any time. Natural England will make such changes available on its website in a List of Changes document. Where the changes are significant in affecting the land

management required, or affect financial aspects of the agreement, Natural England will give the Agreement Holder notice of this in writing.

If adjustments are required to meet changes in EU Regulations, relevant mandatory standards, requirements or obligations and the Agreement Holder is not prepared to accept these changes, the commitment will expire and reimbursement will not be required for that commitment.

7.9 Disputes, appeals and complaints

If an applicant for CS, or an Agreement Holder, is unhappy with a decision taken by Natural England in respect of an application or an agreement, the applicant or Agreement Holder can appeal.

7.9.1 Appeals process – disagreeing with a decision by Natural England

To appeal against a decision that has already been taken, applicants or Agreement Holders should write to the Technical Services Team at Natural England – see section 4.2 for details, advising of their wish to appeal and providing details of the reasons. Appeals must be received within 60 days of notification of the decision. The permitted reasons are limited:

- that the decision was based on an error of fact;
- that the decision was wrong in law;
- that the delivery body made a procedural error.

A Natural England adviser will ensure the case is properly investigated according to the four-stage appeals process outlined below. If the applicant or Agreement Holder remains unsatisfied following the outcome of each appeal stage, they should write to Natural England requesting the appeal is advanced to the next stage in the process. Not all four stages are necessary for all appeals. Some appeals may meet a satisfactory conclusion after the first stage.

First Stage Appeal

An administrative review of the decision will check whether information is correct, the guidance has been followed and no calculation errors have been made. First stage appeals will be dealt with within 20 working days of receipt.

Second Stage Appeal

A Team Leader from Technical Services or an Area Team will then examine the case and look in detail at the Natural England decision and how Scheme rules have been applied.

Third Stage Appeal

Natural England will appoint a Senior Manager who has had no previous contact with the case to make an objective review of the Natural England decision and how Scheme rules have been applied.

Final Stage Appeal

A hearing is convened in front of an Independent Agricultural Appeals Panel, a panel of 3 independent agricultural professionals selected from the Public Appointments Register, and the applicant or Agreement Holder has the opportunity to appear before the Panel. The Panel's recommendation is passed to the appropriate Defra Minister, who will make a final decision.

7.9.2 Complaints about service

If an applicant for CS, or an Agreement Holder, is unhappy about the way a member of staff has dealt with them, or with the level of service they have received, they should use the appropriate organisation's complaints procedure:

- For Natural England: www.gov.uk/government/organisations/natural-england/about/complaints-procedure
- For the Rural Payments Agency: www.gov.uk/government/organisations/rural-payments-agency/about/complaints-procedure

Annex 1

Countryside Stewardship

Terms and Conditions (Version 2)

PARTIES

- (1) Natural England of Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (Natural England) (the Authority).
- (2) The Agreement Holder identified in the Agreement Document (the Agreement Holder)

BACKGROUND

- (A) The Authority has agreed to pay the Grant to the Agreement Holder on the terms and conditions set out below and in the Agreement Document.
- (B) The Authority is a delivery body responsible for managing Countryside Stewardship, the scheme under which the Grant is paid, which forms part of the wider RDPE. The Managing Authority has overall responsibility for the RDPE and may, acting itself or through the Paying Agency, directly enforce any terms of the Agreement against the Agreement Holder in accordance with clause 28.2.
- (C) Grants made under Countryside Stewardship are paid 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 Countryside Stewardship 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. The Agreement Holder must familiarise itself with this document and ensure that it complies with all mandatory elements of the Countryside Stewardship Manual 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 (A) 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:

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 described in the Agreement Document and identified on the Agreement Map(s)

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

Break Point Date: the fifth (5th), tenth (10th) or fifteenth (15th) anniversary of the Agreement Start Date

Capital Item(s): the capital works the Agreement Holder is required to deliver, as set out in the Agreement Document (and shown for illustrative purposes on the Agreement Map)

Countryside Stewardship Scheme or the Scheme: Countryside Stewardship, a scheme which is run jointly by Natural England, Forestry Commission England and the Rural Payments Agency on behalf of the Managing Authority, implementing measures under Title III of Regulation (EU) No 1305/2013 to achieve the priorities for rural development set out in that regulation

Countryside Stewardship Manual: the documents which set out additional Scheme requirements 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: the requirements on cross compliance referred to in the Countryside Stewardship Manual and as set out in “The guide to cross compliance in England” (as both may be re-issued, updated or amended from time to time), which are published on www.gov.uk and available from the Authority upon request.

EAFRD: the European Agricultural Fund for Rural Development, which funds rural development under the Common Agricultural Policy (and jointly funds the RDPE, together with the Managing Authority)

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 the UK 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

Managing Authority: the Department for Environment, Food and Rural Affairs (DEFRA), which has overall responsibility for the RDPE pursuant to Article 65(2)(a) of Regulation (EU) No 1305/2013

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)

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

Paying Agency: the Rural Payments Agency (RPA), which is the accredited paying agency for the RDPE pursuant to Article 65(2)(b) of Regulation (EU) No 1305/2013

Payment Claim: the claim submitted by the Agreement Holder for payment of the Grant

RDPE: the Rural Development Programme for England (2014-2020), which is jointly funded by the EAFRD and the Managing Authority

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

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 SSSI consent and that if such consent is required it must apply separately in accordance with any instructions provided by the Authority.

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 is an offence to knowingly or recklessly provide false or misleading information or intentionally obstruct or fail to assist any person carrying out public functions in connection with the Agreement, and that such conduct by the Agreement Holder may attract criminal penalties.

2.5 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 comply with the Cross Compliance Requirements where applicable on its Holding for the duration of the Agreement. Any failure by the Agreement Holder to comply with the Cross Compliance Requirements may result in a penalty being applied to certain payments due to the Agreement Holder under the Common Agricultural Policy including payments under the RDPE as well as other schemes and programmes. Further details of when penalties may be applied and how they are calculated are set out in the Countryside Stewardship Manual and “The guide to cross compliance in England” (as re-issued, updated or amended from time to time).
- 3.5 Where applicable, the Agreement Holder shall declare all parcels of land within its Holding in accordance with Article 72(1) of Regulation (EU) No 1306/2013. Any failure to do so may result in a penalty being applied to certain payments due to the Agreement Holder under the Common Agricultural Policy including payments under the RDPE as well as other schemes and programmes. Further details of the requirements of Article 72 (including the procedure for declaring parcels of land) and the penalties for non-compliance are set out in the Countryside Stewardship Manual.

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. After the Option End Date, the Multi-Year Option will expire 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 five years and includes Multi-Year Options, the parties may agree to extend the Agreement in one year increments, up to a maximum of seven years from the original Agreement Start Date. 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.

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 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 without delay 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 Paying Agency, 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 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 penalty. In the case of severe delays, the Payment Claim may be rejected in its entirety. Further details of when penalties 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 subject to a penalty. In the most severe cases, the Payment Claim may be rejected in its entirety. Further details of when penalties may be applied and how they are calculated 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.

9 REPAYMENT

- 9.1 If the Agreement Holder breaches the terms of the Agreement or if there is a change in circumstances affecting its eligibility to receive the Grant, the Authority reserves the right to withhold or require repayment of the Grant. In addition, where the Agreement Holder has breached the terms of the Agreement, penalties may be applied. Further details of when penalties may be applied and how they are calculated are set out in the Countryside Stewardship Manual.
- 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 Paying Agency and notify the Paying Agency 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 Paying Agency 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 If the Agreement Holder fails to make a repayment within 60 days of the date of the relevant recovery order, the Paying Agency reserves the right to charge interest on the outstanding debt at a daily rate equivalent to the Bank of England base rate plus 1%.
- 9.5 Where any sum is repayable under the Agreement, the Paying Agency reserves the right to withhold future payments due to the Agreement Holder under this Agreement, any other RDPE grant agreement, or any other sum due to the Agreement Holder under the Common Agricultural Policy pending repayment by the Agreement Holder of the outstanding amount.
- 9.6 Where any sum is repayable under the Agreement and the Agreement Holder has failed to repay the outstanding amount within the period specified in the recovery order, the Paying Agency reserves the right to deduct the outstanding debt from future payments due to the Agreement Holder under this Agreement, any other RDPE grant agreement, or any other sum due to the Agreement Holder under the Common Agricultural Policy.

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 UK or EU 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 any UK or EU public authority (or their authorised representatives or auditors) to access its land and/or premises in connection with the Agreement. Such access may be required with or without notice. The Agreement Holder agrees to assist and cooperate with any person authorised to carry out any site visits (including controls and spot-checks) and shall provide access to any land, premises, plant, equipment or documents which may be required.
- 11.2 In addition to any consequences arising as a result of a breach by the Agreement Holder of these terms and conditions, the Agreement Holder understands that it is a criminal offence to intentionally obstruct, or fail to assist or provide information to any person exercising powers under this clause and performing other tasks in connection with the Agreement.

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 instructions issued to the Agreement Holder.
- 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 seven 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 UK or EU public authority (or their authorised representatives or auditors) upon request.

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 UK or EU 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 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. Further details of the publicity requirements applicable to the Scheme are set out in the Countryside Stewardship Manual.
- 14.2 In using the Authority's name and logo, the Agreement Holder shall comply with all reasonable branding guidelines issued by the Authority from time to time.
- 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.
- 14.4 The 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 to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and publicity activities relating to RDPE.

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, know-how 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 AND INFORMATION

- 16.1 The parties shall comply with all relevant UK and EU data protection legislation in delivering their obligations under the Agreement.
- 16.2 The Authority may use any information or data provided by the Agreement Holder or collected during the course of the Agreement for the purposes of management, control and evaluation and may share this with other government departments and agencies and European Union institutions and bodies for the purposes of monitoring

and administering the Common Agricultural Policy (CAP) further to Article 117 of EU Regulation No 1306/2013.

- 16.3 Information and data about the Agreement (including details about the Agreement Holder, the Grant and the Capital Items and/or Multi-Year Options) may be published on public websites.
- 16.4 The Agreement Holder consents to its contact details being disclosed to any UK or EU public authority (or their authorised representatives or auditors) for monitoring, inspection or evaluation purposes.
- 16.5 The Agreement Holder acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 16.6 The Agreement Holder shall provide all necessary assistance and cooperation which is reasonably requested by the Authority for the purposes of complying with its obligations under the FOIA and EIRs. If the Authority requires the Agreement Holder to supply information pursuant to a FOIA/EIR request, the Agreement Holder shall supply all such information which is within its possession or control within 5 Working Days (or such other period as the Authority shall reasonably require).
- 16.7 If the Agreement Holder receives a FOIA/EIR request from a member of the public, it shall not respond to the request but shall forward the request to the Authority within 2 Working Days of receipt.
- 16.8 The Authority shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIRs.
- 16.9 Further details about how information about the Agreement Holder and the Agreement will be used and shared are set out in the Countryside Stewardship Manual.

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 FORCE MAJEURE

- 18.1 If the Agreement Holder is prevented from complying with its obligations under the Agreement due to force majeure or exceptional circumstances, the Authority must be notified in writing within 15 Working Days from the date on which the Agreement Holder (or any person authorised to act on the Agreement Holder's behalf) is in a position to do so.
- 18.2 Force majeure or exceptional circumstances 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 suspended or repaid.

19 TERMINATION

- 19.1 The Authority reserves the right to terminate the Agreement on written notice to the Agreement Holder 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 or the Paying Agency have taken steps to recover the Grant in accordance with clause 9); or
 - (b) the Agreement Holder has failed to repay any sum which has become recoverable by the Paying Agency in accordance with clause 9.
- 19.2 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 six 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.
- 19.3 Subject to clause 19.4 below, where the term of the Agreement is ten 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.

- 19.4 Where the Agreement includes the Multi-Year Option WD1, the Agreement may not be terminated pursuant to clause 19.3 above before the Option End Date for the WD1 option.
- 19.5 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.
- 19.6 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 will 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 (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 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 provisions of 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, e-mailed, or mailed (first class postage prepaid) 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 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.

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 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 Paying Agency and/or the Managing Authority, both of which shall be entitled to receive the benefit of the Agreement as if they were the Authority.

29 GOVERNING LAW

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

Annex 2a

Tables of Mid Tier multi-year options and capital items

Option	Name	Payment Rate Option
AB1	Nectar flower mix	£511/ha
AB2	Basic overwinter stubble	£84/ha
AB3	Beetle banks	£573
AB4	Skylark plots *1 (£9 per plot, minimum 2 plots /ha)	£18/ha *1
AB5	Nesting plots for lapwing and stone curlew	£524/ha
AB6	Enhanced overwinter stubble	£436/ha
AB7	Whole crop cereals	£495/ha
AB8	Flower-rich margins and plots	£539/ha
AB9	Winter bird food	£640/ha
AB10	Unharvested cereal headland	£640/ha
AB11	Cultivated areas for arable plants	£532/ha
AB12	Supplementary winter feeding for farmland birds *2 for every 2 ha of winter bird food	£632/tonne *2
AB13	Brassica fodder crop	£100/ha
AB14	Harvested low input cereal	£266/ha
AB15	Two year sown legume fallow	£522/ha
AB16	Autumn sown bumblebird mix	£550/ha
BE1	Protection of in-field trees on arable land	£420/ha
BE2	Protection of in-field trees on intensive grassland	£190/ha
BE3	Management of hedgerows *3 £8/100 for 1 side of hedge £16/100m for 2 sides of hedge	*3
GS1	Take field corners out of management	£365/ha
GS2	Permanent grassland with very low inputs (outside SDAs)	£95/ha
GS3	Legume and herb-rich swards	£331/ha
GS4	Legume and herb-rich swards	£309/ha
GS5	Permanent grassland with very low inputs in SDAs	£16/ha
GS15	Haymaking supplement	£85/ha
GS16	Rush infestation control supplement	£73/ha
GS17	Lenient grazing supplement	£44/ha
HS1	Maintenance of weatherproof traditional farm buildings	£3.25/m ²
HS2	Take historic and archaeological features out of cultivation	£425/ha
HS3	Reduced-depth, non-inversion cultivation on historic and archaeological features	£79/ha
HS4	Scrub control on historic and archaeological features	£137/ha
HS5	Management of historic and archaeological features on grassland	£30/ha

Option	Name	Payment Rate Option
HS6	Maintenance of designed/ engineered water bodies	£440/ha
HS8	Maintenance of weatherproof traditional farm buildings in remote areas	£6.73/m ²
HS9	Restricted depth crop establishment to protect archaeology under an arable rotation	£174/ha
OP1	Overwintered stubble	£116/ha
OP2	Wild bird seed mixture	£640/ha
OP3	Supplementary feeding for farmland birds *4 for every 2 ha of wild bird seed mixture	£494/tonne *4
OP4	Multi species ley	£115/ha
OP5	Undersown cereal	£86/ha
OR1	Organic conversion – improved permanent grassland	£75/ha
OR2	Organic conversion – unimproved permanent grassland	£50/ha
OR3	Organic conversion – rotational land	£175/ha
OR4	Organic conversion – horticulture	£400/ha
OR5	Organic conversion – top fruit	£450/ha
OT1	Organic land management – Improved permanent grassland	£40/ha
OT2	Organic land management – unimproved permanent grassland	£20/ha
OT3	Organic land management – rotational land	£65/ha
OT4	Organic land management – horticulture	£200/ha
OT5	Organic land management - top fruit	£300/ha
OT6	Organic land management - enclosed rough grazing	£8/ha
SP6	Cattle grazing supplement	£45/ha
SW1	4-6m buffer strip on cultivated land	£353/ha
SW2	4-6m buffer strip on intensive grassland	£170/ha
SW3	In-field grass strips	£557/ha
SW4	12-24m watercourse buffer strip on cultivated land	£512/ha
SW5	Enhanced management of maize crops	£133/ha
SW6	Winter cover crops	£114/ha
SW7	Arable reversion to grassland with low fertiliser input	£311/ha
SW8	Management of intensive grassland adjacent to a watercourse	£202/ha
SW9	Seasonal livestock removal on intensive grassland	£88/ha
SW10	Seasonal livestock removal on grassland in SDAs next to streams, rivers and lakes	£36/ha
SW11	Riparian management strip	£440/ha
SW14	Nil fertiliser supplement	£131/ha
UP1	Enclosed rough grazing	£39/ha
WD3	Woodland edges on arable land	£323/ha
WD7	Management of successional areas and scrub	£74/ha

Option	Name	Payment Rate Option
WD9	Livestock exclusion supplement – scrub and successional areas	£121/ha
WT1	Buffering in-field ponds and ditches in improved grassland	£201/ha
WT2	Buffering in-field ponds and ditches on arable land	£501/ha
Option	Capital Item	Payment Rate Capital Item
BN1	Stone-faced bank repair	£31/m
BN2	Stone-faced bank restoration	£86/m
BN3	Earth bank creation	£13.50/m
BN4	Earth Bank Restoration	£7/m
BN5	Hedgerow Laying	£9.40/m
BN6	Hedgerow Coppicing	£4/m
BN7	Hedgerow Gapping-up	£9.50/m
BN8	Hedgerow supplement – casting up	£3/m
BN10	Hedgerow Supplement – Top Binding and Staking	£3.40/m
BN11	Planting new hedges	£11.60/m
BN12	Stone Wall Restoration	£25/m
BN13	Stone wall supplement – Top wiring	£3.60/m
BN14	Stone wall supplement – Stone from quarry	£44/m
FG1	Fencing	£4/m
FG2	Sheep netting	£4.90/m
FG3	Permanent electric fencing	£4.90/m
FG4	Rabbit fencing supplement	£2.50/m
FG12	Wooden Field Gate	£390/gate
FG14	Badger Gates	£135/gate
FG15	Water Gates	£240/gate
LV3	Hard bases for livestock drinkers	£110/base
LV4	Hard bases for livestock feeders	£170/base
LV5	Pasture pumps and associated pipework	£220/pump
LV6	Ram pumps and associated pipework	£1,480/pump
LV7	Livestock troughs	£110/trough
LV8	Pipework for livestock troughs	£2.65/m
PA1	Implementation Plan	£1,100/plan
RP1	Resurfacing of gateways	£92/gateway
RP2	Gateway relocation	£340/gateway
RP3	Watercourse crossings	£300/crossing
RP4	Livestock and machinery hardcore tracks	£33/m
RP5	Cross drains	£245/drain
RP6	Installation of piped culverts in ditches	£340/culvert
RP7	Sediment ponds and traps	£10/m ²

Option	Name	Payment Rate Option
RP9	Earth banks and soil bunds *1 For each unit (100m of bund)	£155 *1
RP10	Silt filtration dams or seepage barriers	£75/unit
RP11	Swales	£5.95/m ²
RP12	Check dams and woody debris dams	£42 for each dam
RP13	Yard – underground drainage pipework	£5.50/m
RP14	Yard inspection pit	£200/unit
RP15	Concrete yard renewal	£27.14/m ²
RP16	Rainwater goods	£11.40/m
RP17	Storage tanks underground	£350/m ³
RP18	Above ground tanks	£100/m ³
RP19	First-flush rainwater diverters/downpipe filters	£125/unit
RP20	Relocation of sheep dips and pens	£3,675/unit
RP21	Relocation of sheep pens only	£1,830/unit
RP22	Sheep dip drainage aprons and sumps	£18.25/m ²
RP23	Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	£68/unit
RP24	Lined biobed plus pesticide loading and washdown area	£118/m ²
RP25	Lined biobed with existing washdown area	£77/m ²
RP26	Biofilters	£990/unit
RP27	Sprayer or applicator load and wash-down area	£40/m ²
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores, silage stores)	£62/m ²
RP29	Self-supporting covers for slurry stores	£30.50/m ²
RP30	Floating covers for slurry stores and lagoons	£5.60/m ²
RP32	Small Leaky Woody Dam	£461.39/ dam
RP33	Small Leaky Woody Dam	£764.42/dam
TE1	Planting Standard Hedgerow Tree	£8.80/tree
TE3	Planting Fruit Trees	£22.50/tree
TE6	Tree Guard (Tube and mesh)	£4/guard
TE7	Tree Guard (Wood post and rail)	£59.50/ guard
TE8	Tree Guard (wood post and wire)	£84/guard
TE10	Coppicing Bank-side Trees	£52/tree
TE11	Tree surgery *2 £96.50/tree when cutting limbs up to & including 20cm in diameter £200/tree when cutting limbs over 20cm in diameter	*2
WN5	Pond Management (first 100 sq m)	£270/pond
WN6	Pond Management (areas greater than 100 sq m)	£170/100m ²

Annex 2b

List of Mid Tier Water Capital Items

Option	Name	Payment Rate Option
RP2	Gateway relocation	£340/gateway
BN7	Hedgerow gapping up following gateway relocation	£9.50/m
BN12	Stone wall restoration following gateway relocation	£25/m
BN13	Top wiring: stone wall restoration following gateway relocation	£3.60/m
BN14	Stone from quarry: stone wall restoration following gateway relocation	£44/m
FG15	Water gates	£240/gate
LV3	Hard bases for livestock drinkers	£110/base
LV4	Hard bases for livestock feeders	£170/base
LV5	Pasture pumps and associated pipework	£220/pump
LV6	Ram pumps and associated pipework	£1,480/pump
LV7	Livestock troughs	£110/trough
LV8	Pipework for livestock troughs	£2.65/m
RP1	Resurfacing of gateways	£92/gateway
RP3	Watercourse crossings	£300/crossing
RP4	Livestock and Machinery hard-core tracks	£33/m
RP5	Cross drains	£245/drain
RP6	Installation of piped culverts in ditches	£340/culvert
RP7	Sediment ponds and traps	£10/m ²
RP9	Earth banks and soil bunds *1 1 for each unit (100m of bund)	£155/unit *1
RP10	Silt filtration dams/seepage barriers	£75/unit
RP11	Swales	£5.95/m ²
RP12	Check dams	£42 for each dam
RP13	Underground drainage pipework: yard works for clean and dirty water separation	£5.50/m
RP14	Inspection pit/chamber: yard works for clean and dirty water separation	£200/unit
RP15	Outdoor concrete yard renewal	£27.14/m ²
RP16	Rainwater goods	£11.40/m
RP17	Storage tanks underground	£350/m ²
RP18	Above ground storage tank	£100/m ³
RP19	First-flush rainwater diverters/downpipe filters	£125/unit
RP20	Relocation of sheep dips and pens	£3,675/unit
RP21	Relocation of sheep pens only	£1,830/unit
RP22	Sheep dip drainage aprons and sumps	£18.25/m ²
RP23	Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	£68/unit

Option	Name	Payment Rate Option
RP24	Lined biobed plus pesticide loading and washdown area	£118/m ²
RP25	Lined biobed with existing washdown area	£77/m ²
RP26	Biofilters	£990/unit
RP27	Sprayer or applicator loading and washdown areas	£40/m ²
RP28	Roofing (sprayer washdown area, manure storage area, livestock gathering area, slurry stores and silage stores)	£62/m ²
RP29	Self-supporting covers for slurry stores	£30.50/m ²
RP30	Floating covers for slurry stores and lagoons	£5.60/m ²
FG1	Post-and-wire fencing	£4/m
FG2	Sheep netting	£4.90/m
FG3	Permanent electric fencing	£4.90/m
FG4	Rabbit fencing supplement	£2.50/m
FG5	Fencing supplement – difficult sites	£1.24/m

Annex 3

Mid Tier Scoring Process

Stages	Criteria	Scoring Process	
<p>Step 1: scoring multi-year options in an application</p>	<p>Each feature/issue on the applicant’s land will already have been given a priority level of High, Medium or Low, as set out in local priority statements. Each priority level has an associated Priority Score.</p>		
	<p>The area or quantity of the option applied for is then multiplied by the cumulative Priority Score for each feature/issue.</p>	Priority Level	Priority Score ¹
		High	1,000
		Medium	100
		Low	10
<p>Any options in an application which do not address the features or issues in the local priority statement will not be scored.</p> <p>The sum of all these scores provides the Annual Basic Score.</p>	<p>Annual Basic Score = Sum of the area or quantity of each option multiplied by the Priority Score for each feature/issue addressed.</p>		
<p>Step 2: scoring capital items in an application</p>	<p>Scoring of capital items is based on the quantity of the item in the application and the Priority Score of the features/issues being addressed. Scoring will however depend on the type of capital item as set out in the information to the right.</p> <p>The sum of the individual Capital Scores provides a Capital Basic Score.</p>	Quantity	Capital Score calculations:
		Length (m)	$(\text{length} \times 2 / 10,000 \times \text{Priority Score}) \times 2$
		Area (m ²)	$(\text{Area} / 10,000 \times \text{Priority Score}) \times 2$
		Number (units)	$(\text{Number} \times \text{Priority Score}) \times 0.05$
		Single unit (e.g. sheep pen)	Priority Score x 4
	<p>Capital Basic Score = Sum of Capital Scores</p>		

Stages	Criteria	Scoring Process
Step 3: Calculating the Basic Score	The overall Basic Score is calculated by adding together the Annual Basic Score and the Capital Basic Score.	Basic Score = Annual Basic Score plus Capital Basic Score
Step 4: Additional score. Applying for additional CS elements will attract an Additional Score	1. Facilitation fund group: Applicant confirmed as being part of a wider coordinated Facilitation Fund group	20% of Basic Score
	2. CSFO Support: Applicant confirmed as acting on CSFO advice and sited in CS High water quality priority areas.	20% of Basic Score – CSFO advice fully met 15% - CSFO advice mainly met 10% - CSFO advice partially met
	3. Wild pollinator and farm wildlife package: applicant meets the requirements of this package in targeted areas.	+ 1,000
	4. Wild pollinator and farm wildlife package: applicant meets the requirements of this package and falls within or touches a 'hotspot' area (greatest density of pollinators or farmland birds)	+ 500
Step 5: Calculate Final Score (value for money)	The overall score (Basic Score plus any additional scores) is then divided by the first year cost in pounds to give the Final Score.	Final Score = Basic Score plus any Additional Scores divided by first year cost.
Step 6: Ranking of all applications	The Final Score is used to rank all applications.	

Annex 4

Applying with the Wild Pollinator and Farm Wildlife Package

The Wild Pollinator and Farm Wildlife Package (WPFWP) is a bundle of multi-year options designed to benefit wild pollinators, farmland birds and other farm wildlife such as rare arable plants, great crested newts, bats and brown hare.

Applications that contain these multi-year options and meet the minimum 3% area threshold for Mid Tier, will receive additional points on top of their Basic Score. This means that applicants more likely to be offered an agreement.

The package options provide the essential resources (especially year-round food, shelter and nesting places) that wild pollinators, birds and other farm wildlife need to survive and breed successfully. Recent evidence suggests that applying the right combination of options over 3 to 5% of the arable, temporary grass or permanent grass included in an application will deliver meaningful benefits to farm wildlife.

Countryside Stewardship applications for the WPFWP can now be part-farm (i.e. not all fields need to be included), so the percentage calculation for the package should be based only on the area of arable land, temporary grassland and permanent grassland included in the application.

Building a Mid Tier package

Applicants can choose from options that are suited to arable, mixed or pastoral farm types which that have been grouped together to deliver three important biodiversity resources:

- Resource 1: Nectar and pollen sources for insect pollinators and insect-rich foraging for birds;
- Resource 2: Nesting, hibernation and sheltering habitat for insect pollinators and birds;
- Resource 3: Winter food for seed-eating birds.

For delivering resource 1 (the pollen and nectar for insect pollinators and insect-rich foraging for birds) within the Mid Tier package, the options available are:

- Nectar flower mix (AB1);
- Flower rich margins and plots (AB8);
- Cultivated areas for arable plants (AB11);
- Two year sown legume fallow (AB15);
- Autumn sown bumblebird mix (AB16);
- Management of hedgerows of high environmental value (one or both sides) (BE3);
- Legume and herb-rich swards (GS4);
- Multi-species ley (organic) (OP4).

For delivering resource 2 (the nesting, hibernation and sheltering habitat) within the Mid Tier package, the options available are:

- Skylark plots (AB4);
- Flower rich margins and plots (AB8);
- Cultivated areas for arable plants (AB11);
- Management of hedgerows of high environmental value (one or both sides) (BE3);
- Taking field corners out of management (GS1);

- Permanent grassland with very low inputs (GS2);
- Lenient grazing supplement (GS17);
- Buffering in-field ponds and ditches in improved grassland (WT1);
- Buffering in-field ponds and ditches on arable land (WT2)

For delivering resource 2 (the nesting, hibernation and sheltering habitat) within the Mid Tier package, the options available are:

- Basic over-winter stubble (AB2);
- Enhanced over-winter stubble (AB6);
- Whole crop cereals (AB7);
- Winter bird food (AB9);
- Brassica fodder crops (AB13);
- Ryegrass seed-set as winter or spring food for birds (GS3);
- Over-winter stubble (organic) (OP1);
- Wild bird seed mixture (organic) (OP2).

A step by step guide setting out how to build a package WPFWP application in Mid Tier is shown at the end of this section.

Wild Pollinator and Farm Wildlife Package options and their relationship to the Basic Payment Scheme (BPS)

Anyone claiming BPS can choose to locate some of the package options on their Ecological Focus Area (EFA) land, as long as both the EFA requirements and Countryside Stewardship prescriptions can be met. This helps EFAs deliver resources for pollinators and farmland birds. The payments for those package options which appear in the table at section 3.3.1 are reduced to avoid 'double funding'. Options used to meet EFA requirements under BPS receive the same score under Countryside Stewardship as options not available to use on EFA land.

How an applicant benefits from applying for the Wild Pollinatory and Farm Wildlife Package

If the minimum requirements of a package in Mid Tier are met then the application will receive an automatic increase in its score, increasing the likelihood of it being successful. If any of the land parcels entered into the Scheme touches a hotspot for farmland birds and/or wild pollinators, the application will receive an additional biodiversity uplift score to recognise this. Information on the location of these hotspots can be found at:

www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities

Delivering options above the maximum quantities for any of the essential resources set for the Mid Tier package is allowed, and does not receive a negative score. The additional option areas will receive their basic scores. However, where an application delivers above the maximum quantities for Mid Tier and is located within an area where priority farmland bird and pollinator species are present, it may be worth considering applying for a package within a Higher Tier agreement. It is important to contact Natural England or an industry adviser who can discuss the likelihood of a Higher Tier agreement being offered, as to be successful the application would also need to include a broader range of options targeted on the priority species and features found on the holding.

The Mid Tier Wild Pollinator and Farm Wildlife Packages

The following tables set out how the essential resources required by wild pollinators and farmland birds can be delivered by a package of CS multi-year options available within the Mid Tier on an arable, pastoral and mixed farm. For illustrative purposes, the minimum and maximum amounts of each resource are given as per 100ha of eligible land – these should be

adjusted on a 'pro rata' basis, eg if there is 250 ha of eligible land, then the quantities should be multiplied by 2.5. CS options delivering additional resources benefiting farm wildlife that should be considered for each farm type are also provided.

Guidance on managing individual CS options is available at: www.gov.uk/countryside-stewardship-grants but here are some key points to consider when deciding what options to select:

1. Select one option per essential resource or a combination of options. Selecting a combination of options and spreading them across the farm will generally benefit more wildlife.
2. Selecting both legume and perennial-based mixes will provide nectar and pollen sources for a longer period of time over the summer and autumn. Well-managed hedgerows can provide valuable spring foraging for wild pollinators (and are an essential resource in the pastoral package).
3. Providing both annual and biennial wild bird seed mixes will benefit a broader range of farmland birds. Stubbles will work best if the preceding crop is barley and spring-sown, but larger areas must be put under option to get the same seed delivery.

The winter seed food resource can be delivered by one or a mixture options based on the following rates of conversion:

1 ha of AB9/OP2 or GS3 = 2.5 ha of AB6 or AB13 = 5 ha of AB2/OP1 or AB7

For example, an agreement based on 300 ha of suitable application land could include a minimum of 6 ha of AB9, or 4 ha of AB9 plus 10 ha of AB2, or 30 ha of AB2. The accompanying calculators will greatly assist those wishing to deploy combinations of options for any of the three resources.

1. Select additional options based on the species and features that are present on the farm. For example, if an applicant wants to benefit yellowhammers and other seed-eating birds on a pastoral farm, consider selecting GS3 and GS17 to provide both winter seed food and summer insect food. If an applicant mainly has winter-sown crops on an arable farm, consider selecting skylark plots over some/all of the area of winter wheat.
2. The maximum figures are for guidance only – an applicant can apply for more than the maximum and will still receive the basic points for that option (but no extra points). Note, there are no maximum values for the buffering of in-field ponds options, WT1 and WT2.

Mid Tier package for arable farms

Essential resources for wild pollinators and farmland birds	Select one or more of the following options from each essential resource	Minimum quantity required per 100 ha of application land	Maximum quantity required per 100 ha of application land
1. Nectar and pollen sources for insect pollinators and insect-rich foraging for birds	AB1 Nectar flower mix AB8 Flower-rich margins and plots AB15 Two-year sown legume fallow AB16 Autumn sown bumblebird mix AB11 Cultivated areas for arable plants (no more than 25% of the total resource area)	1 ha in total	3 ha in total
2. Winter food for seed-eating birds	AB9 Winter bird food (or OP2 Wild bird seed mixture) Can also select up to 7.5 ha per 100 ha of AB6 Enhanced Overwinter Stubble or up to 15 ha per 100 ha of AB2 Basic overwinter stubble (or OP1 Overwintered stubble)	2 ha ¹	3 ha ¹
Additional resources:	Select one or more options as appropriate:		
Hedgerows	BE3 Management of hedgerows	500 m	2000 m
In-field breeding habitats for skylarks in winter cereal-dominated landscapes	AB4 Skylark plots	2 per ha of winter wheat	2 per ha of winter wheat
Ponds and ditches	WT2 Buffering in-field ponds and ditches on arable land	as required	as required

¹larger if using stubbles

Mid Tier package for pastoral farms

Essential resources for wild pollinators and farmland birds	Select one or more of the following options from each essential resource	Minimum quantity required per 100 ha of application land	Maximum quantity required per 100 ha of application land
1. Nectar and pollen sources for insect pollinators and insect-rich foraging for birds	GS4 Legume and herb-rich swards (or OP4 Multi-species ley)	2 ha in total	4 ha in total
	GS2 Permanent grassland with very low inputs (outside SDA)		
2. Winter food for seed-eating birds	GS1 Take field corners out of management (outside SDA)	0.5 ha	2 ha
3. Hedgerows	BE3 Management of hedgerows	500 m	2000 m
Additional resources:	Select one or more options as appropriate:		
Variable grassland sward structure to provide insect-rich foraging for birds	GS17 Lenient grazing supplement	1 ha	4 ha
Winter food for seed-eating birds	GS3 Ryegrass seed-set as winter/spring food for birds	2 ha	3 ha
Ponds and ditches	WT1 Buffering in-field ponds and ditches in improved grassland	as required	as required

Mid Tier package for mixed farms

Essential resources for wild pollinators and farmland birds	Select one or more of the following options from each essential resource	Minimum quantity required per 100 ha of application land	Maximum quantity required per 100 ha of application land
1. Nectar and pollen sources for insect pollinators and insect-rich foraging for birds	<p>AB1 Nectar flower mix AB8 Flower-rich margins and plots AB15 Two-year sown legume fallow AB16 Autumn sown bumblebird mix AB11 Cultivated areas for arable plants (no more than 25% of the total resource area)</p> <p>GS4 Legume and herb-rich swards (or OP4 Multi-species ley) (2 ha minimum, 3 ha maximum)</p> <p>GS2 Permanent grassland with very low inputs (outside SDA) (2 ha minimum, 3 ha maximum)</p> <p>GS17 Lenient grazing supplement</p>	<p>1 ha in total (2 ha if using GS4 or GS2)</p>	3 ha in total
2. Winter food for seed-eating birds	<p>AB9 Winter bird food (or OP2 Wild bird seed mixture)</p> <p>GS3 Ryegrass seed-set as winter/spring food for birds</p> <p>Can also select up to 7.5 ha per 100 ha of AB6 Enhanced Overwinter Stubble or AB13 Brassica fodder crops or up to 15 ha per 100 ha of AB2 Basic Overwinter Stubble (or OP1 Overwintered stubble) or AB7 Whole crop cereals</p>	2 ha ¹	3 ha ¹
Additional resources:	Select one or more options as appropriate:		
Hedgerows	BE3 Management of hedgerows	500 m	2000 m
Ponds and ditches	WT2 Buffering in-field ponds and ditches on arable land	as required	as required

¹ larger if using stubbles

A step-by-step guide to building a Mid-Tier Wild Pollinator and Farm Wildlife Package application

Step 1

Work out the area of land that is eligible to deliver the Wild Pollinator and Farm Wildlife Package and that will be included in the application. The eligible area can only be made up of BPS declared arable land, temporary grassland and permanent grassland. All other land uses are excluded from the calculation.

Step 2

Calculate the area of application land that would need to be managed under options delivering the essential resources in order to meet the minimum 3% requirement (the 3% relates to the ratio of option land to application land (i.e. 3 ha/100 ha)). As long as this ratio is maintained, the minimum threshold will be met (for example, if the application area is 50 ha, a minimum of 1.5 ha of option area will need to be delivered). In the package for pastoral farms, the minimum hedgerow (BE3) requirement (i.e. 500m per 100ha of application land) should be scaled in the same way on a 'pro rata' basis (e.g. if the application land area is 50ha then the minimum length of BE3 required is 250 metres; if there is 200 ha of application land it would be 1000 metres).

Step 3

Use the tables to pick the package that is most suitable for the farm by identifying the options that are best suited to the farm rotation, soil type and that can be managed well. Look at the individual option requirements at: www.gov.uk/countryside-stewardship-grants to make sure that they can be delivered.

Step 4

Work out how much of each option will be needed to meet the minimum requirement for each mandatory resource in the chosen package. There are different minimum values for each package so double-check what is required to qualify. Each of the mandatory resources can be met by choosing one option only for each resource, or choosing several options to meet the minimum area requirement for that resource (the latter will generally be better for farm wildlife).

If necessary, make use of the calculators for provide for each package downloadable at: www.gov.uk/government/publications/countryside-stewardship-farm-wildlife-package.

Step 5

Select any additional options listed in the chosen package, where these can be realistically included in the application. These options will enhance the environmental benefits that can be provided through an agreement, and will increase the score of the application. It will also increase the financial value of the agreement, should the application be successful.

Step 6

Double-check all of the calculations to make sure the minimum package requirements have been met.

Step 7

The WPFWP is one part of Countryside Stewardship. An application can also include options that are specifically delivering for other environmental priorities such as protecting water courses and historic features, or planting hedges as part of a capital works programme.

Make sure the Statement of Priority for the farm area has been considered to identify what other priorities are relevant. Selecting options that address these priorities will improve the strength of the application.

The following table gives some worked examples of what a Mid-Tier Wild Pollinator and Farm Wildlife Package could look like in different farm scenarios when using combinations of the package options.

Farm scenario	Area of application land to be considered for CS	Package chosen	Typical options to meet the minimum requirements of essential resources	Annual payment for undertaking these options	Additional options to consider	Comments
Arable farm on heavy land mainly winter cropping, with some high quality hedgerows	250 ha	Arable	1.5 ha AB1 Nectar flower mix 1 ha AB8 Flower-rich margins and plots 5ha AB9 Winter bird food	£4,505.50	BE3 Management of hedgerows of high environmental value AB4 Skylark plots AB4 Skylark plots	Spread AB1 and AB9 across the farm, and split AB9 between annual and biennial mixtures
Arable farm on light soil with some spring cropping, good for arable flora and no high quality hedgerows	100 ha	Arable	0.5ha AB1 Nectar flower mix 0.25ha AB8 Flower rich margins and plots 0.25ha AB11 Cultivated area for arable plants 10ha AB2 Basic overwinter stubble	£1,363.25		Consider substituting AB9 Winter bird food and/or AB6 Enhanced Overwinter Stubble for some/all of the AB2
100% grass farm that has some quality hedgerows, semi/unimproved grassland and some ponds	50 ha	Pastoral	0.5ha GS2 Permanent grassland with very low inputs (outside SDA) 0.5ha GS4 Legume and herb-rich swards 0.25ha GS1 Take field corners out of management (outside SDA) 250m BE3 Management of hedgerows of high environmental value (both	£333.25	GS17 Lenient grazing supplement GS3 Ryegrass seed-set as winter/spring food for birds WT1 Buffering in-field ponds and ditches in improved grassland	Consider GS3 and GS17 in areas with good numbers of seed-eating farmland birds, such as yellowhammers
Mixed farm on heavy soil with high quality hedgerows and some unimproved grassland	200 ha	Mixed	4ha GS2 Permanent grassland with very low inputs (outside SDA) 4ha GS4 Legume and herb-rich swards 4ha AB9 Winter bird food	£4,176	BE3 Management of hedgerows of high environmental value	If there is silage on the farm, consider substituting some GS3 for part AB9

Annex 5

Actions to address Water Quality issues

The following tables can be used with the water quality sections of the Statements of Priorities at: www.gov.uk/government/collections/countryside-stewardship-statements-of-priorities and the CS Online Tool www.gov.uk/rural-payments to identify the types of options and capital items that can be used to address water quality priorities in your local area.

To access water quality information for your land use the MAGIC website www.magic.gov.uk/. The information is located under 'Countryside Stewardship Targeting & Scoring Layers', then 'Water, and then 'Countryside Stewardship Water Quality Priority Areas'. Note that this layer can then be made transparent using the slider under 'Countryside Stewardship Targeting & Scoring Layers'. You will need to navigate to your land and then use the 'Identify' tool in order to check the information specific to your land parcels.

Catchment Sensitive Farming (CSF) provides advice to farmers in high water priority areas on the appropriate use of the options and items to address water pollution, based on local priorities and issues. For details see: www.gov.uk/guidance/catchment-sensitive-farming-reduce-agricultural-water-pollution

Water quality Options that address pollutant pressures affecting water quality and for flood and coastal risk

Option	Code	Priority Bathing waters	Ground water priority areas	Ground water priority areas - Pesticides	Surface Water -Pesticides	Surface water -Nitrate	Surface water (Phosphate +Sediment)	Flood and Coastal Risk Management and Physical Modification
Nectar Flower mix	AB1						X	
Beetle banks	AB3						X	
Enhanced overwinter stubble	AB6			X	X			
Two year sown legume fallow	AB15			X	X		X	
Takefield corners out of management	GS1						X	
Permanent grassland with very low inputs (outside SDA)	GS2	X				X	X	
Permanent grassland with very low inputs in SDAs	GS5	X				X	X	
Take historic and archaeological features currently on cultivated land out of cultivation	HS2		X			X		
Organic conversion - improved permanent grassland	OR1			X	X			
Organic conversion - unimproved permanent grassland	OR2			X	X			
Organic conversion - rotational land	OR3			X	X			
Organic conversion - horticulture	OR4			X	X			
4- 6 m buffer strip on cultivated land	SW1						X	
Seasonal livestock removal on grassland in SDAs next to streams, rivers and lakes	SW10	X				X	X	X
Riparian management strip	SW11	X				X	X	X
Nil fertiliser supplement	SW14		X			X		
4 - 6 m buffer strip on intensive grassland	SW2						X	
In-field grass strips	SW3						X	X
12-24m watercourse buffer strip on cultivated land	SW4						X	X
Enhanced management of maize crops	SW5							X
Winter cover crops	SW6		X			X		X
Arable reversion to grassland with low fertiliser input	SW7		X	X	X	X	X	X
Management of intensive grassland adjacent to a watercourse	SW8	X				X	X	X
Seasonal livestock removal on intensive grassland	SW9	X				X	X	X
Buffering in- field ponds and ditches in improved grassland	WT1						X	
Buffering in- field ponds and ditches in arable land	WT2							

Capital items that address pollutant pressures affecting water quality and for flood and coastal risk

Option	Code	Faecal Indicator Organisms - Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water- Pesticides	Surface water -Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification
Livestock and machinery hardcore tracks	RP4	X					X	
Livestock troughs	LV7	X					X	X
Above ground tanks	RP18	X	X	X	X	X		X
Bio filters	RP26			X	X			
Check dams	RP12	X					X	X
Concrete yard renewal	RP15	X	X	X	X		X	
Cross drains	RP5	X					X	X
Earth banks and soil bunds	RP9	X					X	X
Fencing	FG1	X						
First flush rainwater diverters or downpipe filters	RP19	X	X	X	X	X		X
Floating covers for slurry stores and lagoons	RP30	X	X			X		
Gateway relocation	RP2	X					X	X
Hard bases for livestock drinkers	LV3	X					X	X
Hard bases for livestock feeders	LV4	X					X	X
Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)	RP23			X	X			
Installation of piped culverts in ditches	RP6	X					X	
Lined bio bed plus pesticide loading and wash down area	RP24			X	X			
Lined bio bed with existing wash down area	RP25			X	X			
Pasture pumps and associated pipework	LV5	X					X	X
Permanent electric fencing	FG3	X						
Pipework associated with livestock troughs	LV8	X					X	X
Rainwater goods	RP16	X	X	X	X	X	X	
Ram pumps and associated pipework	LV6	X					X	X

Capital items that address pollutant pressures affecting water quality and for flood and coastal risk

Option	Code	Faecal Indicator Organisms - Bathing waters	Ground water priority areas- Nitrate	Ground water priority areas - Pesticides	Surface Water- Pesticides	Surface water -Nitrate	Surface water (Phosphate+ Sediment)	Flood and Coastal Risk Management and Physical Modification
Relocation of sheep dips and pens	RP20			X	X			
Relocation of sheep pens only	RP21			X	X			
Resurfacing of gateways	RP1						X	
Roofing (sprayer wash down area, manure storage area, livestock gathering area, slurry stores, silage stores)	RP28	X	X	X	X	X	X	
Sediment ponds and traps	RP7	X					X	X
Self- supporting covers for slurry stores	RP29	X	X			X		
Sheep dip drainage aprons and sumps	RP22			X	X			
Sheep netting	FG2	X						
Silt filtration dams or seepage barriers	RP10	X					X	X
Sprayer or applicator load and wash down area	RP27			X	X			
Storage tanks underground	RP17							X
Swales	RP11	X					X	X
Water gates	FG15	X	X	X	X	X	X	X
Watercourse crossings	RP3	X					X	
Yard - underground drainage pipework	RP13	X	X	X	X	X	X	
Yard Inspection pit	RP14	X	X	X	X	X	X	

Annex 6

Mid Tier soil testing and sampling for options GS2 and GS5 : Guidance for applicants

General information about the evidence requirements for Countryside Stewardship is set out in chapter 6.

This guidance provides additional detailed guidance for Mid-Tier Countryside Stewardship options GS2 and GS5 which require information on soils to help provide a baseline against which progress can be judged, and to provide evidence that the funded activity has taken place. Further soil sampling and analysis may be undertaken throughout the lifetime of the agreement by a Natural England adviser or Rural Payments Agency (RPA) Inspector during site visits.

For these options, soil sampling and analysis must be carried out and the results submitted **prior to submission of the first payment claim** for all field parcels included in your agreement. Soil analysis must be undertaken by a soil testing laboratory. Where you cannot avoid sampling on a Scheduled Monument, consent will need to be obtained from Historic England prior to sampling – see Section 6.9.

Requirements

Soil sampling must be to the correct depth, which is 7.5cm for grassland and representative of the parcel or group of parcels (see below).

Any land parcel greater than 1ha is required to have its own sample(s) and analysis.

Land parcels 1 ha or smaller which are managed as a single unit may be aggregated for the purposes of sampling (up to a total area of 10ha), so long as the parcels are:

- of the same soil type; **and**
- have been managed for at least the last 5 years in a similar way – i.e. all aggregated parcels grazed or all cut, all received similar inputs (of farmyard manure, fertiliser etc); **and**
- will be managed during the course of the Mid Tier agreement in a similar way – i.e. all parcels being grazed or all cut, all to receive similar inputs (of farmyard manure, fertiliser etc to the extent to which the option prescriptions allow).

Take the correct number of core samples

To obtain a good representation of an area of land a number of core samples should be taken and bulked together to give a single soil sample for analysis of half to one kilogram in weight. These core samples should be taken by walking the field (or groups of parcels if taking an aggregated sample – see below) in a 'W' or other representative pattern and taking core samples from equally spaced sampling points, the distance apart depending on the field size. It is important to spread the sampling points evenly over the sampling area. As a 'rule of thumb', if the field (or group of parcels if taking an aggregated sample) is about four hectares, 25 m spacing is about right. Samples should always be put in clean polythene bags to avoid contamination and labelled as soon as taken.

Where sampling on an individual parcel:

- at least 25 individual core samples must be taken

Where sampling on an aggregated area:

- a minimum of 50 core samples must be taken **over the total area**; and
- a minimum of 5 soil core samples **per parcel** must be taken; and
- a map showing the sample route across the aggregated parcels must be made showing the approximate location the core samples were taken. This map should be retained as part of your records for CS.

The laboratory analysis of the sample should include as a minimum:

- pH (water); and
- available phosphorus (P) using the Olsen method. The P results should be quoted in milligrams/litre.

In addition to chemical analysis results, the soil analysis report must identify the field or parcel number(s), the farm location and the depth at which the samples were taken. A copy of the soil analysis report must also be retained as part of your Countryside Stewardship records.

Soil sampling already undertaken will be acceptable **provided** that they were taken less than 3 years before the agreement start date and it includes all the information set out above.

Further technical guidance on collecting your soil sample

Sampling methodology

Soil sampling requires care; if insufficient time is allowed to take samples properly the reliability of the results will be compromised.

For reliable results follow the rules below:

- Use the correct sampling tool – a pot corer; and
- Sample to the correct depth – 7.5cm.

Your results will be misleading if sampled to other depths eg by using a spade or trowel rather than a pot corer.

For all topsoil sampling, it is important that the whole of the sampling depth is equally represented by each core sample (on grass the pot corer should ensure this). Therefore if, on retrieval, part of the core is missing ie the bottom part is left in the ground (this often happens in dry or stony soils) or the top part falls off (because it is dry), discard this sample and attempt to take a replacement close by. It often helps to firm up the soil surface at the sample point by treading on it before pushing the pot corer in.

Include the top few centimetres of soil

There is often a different pH and/or concentration of soil nutrients (particularly phosphorus) at the surface in grassland. It is therefore essential that the top few centimetres are included in the sample.

Don't sample atypical parts of fields

For example, sites of old bonfires, manure heaps, pylons and around trees and supplementary feeding areas or other areas where stock congregate such as gateways. Avoid headlands - the nearest you should sample to the field edge is equivalent to the distance between sample points. Quite a wide headland width may be different from the rest of the field. The reasons include enrichment with leaf litter from hedges and trees and previous different cropping of the headland. A lot more trafficking occurs on headlands, and there is the possibility of double or missed applications of fertilisers.

Don't sample immediately after fertiliser or organic manure applications

If a sample is taken soon after fertiliser, lime or organic manure applications, the analysis will be higher than if left long enough for the fertiliser or other input to react with the soil.

If an application has already been made it is advised that the sample be delayed for two to three months. You will need to agree this with Natural England or your application could be rejected if it does not include the required evidence.

Take care when taking soil samples

It is worth sharpening the cutting edge of the corer but do not then use your finger to unblock soil or stones.

Take care not to injure your back when removing the pot corer from the soil.

Watch the weight - half a dozen or more soil samples are heavy to carry. Ideally use a small rucksack, and plan your work to minimise carrying.

Sending your soil samples to the soil testing laboratory

Soil samples should be dispatched for analysis as soon as possible after sampling. If there is a delay of a few days the samples should be stored in a cool dark environment until they can be sent to the laboratory.

Reporting requirements

The results of the soil analysis must be submitted to Natural England.

If sampling over a Scheduled Monument you must follow the reporting requirements as laid out in section 6.9.

Annex 7

Livestock record-keeping guidance on arable and grassland

This Annex clarifies the livestock record keeping requirement that apply to Countryside Stewardship Agreement Holders. They will help Agreement Holders demonstrate that they are managing the land in accordance with their agreement.

The requirements are set out in section 6.4 of this Manual.

If you have a Countryside Stewardship agreement that has options with prescriptions relating to grazing management (including prescriptions that say “do not graze” or “exclude livestock”) the prescriptions for these options might require that you keep livestock records. The individual option requirements are in your agreement document, or if you are an applicant they can be found at www.gov.uk/countryside-stewardship-grants

Non-compliance

If you do not keep the required livestock records, it will be a breach of the option management rules and may result in reductions and penalties being applied.

For agreements starting on 1st January 2017 see section 7.3 of the Manual.

How should livestock records be kept?

At parcel level

Livestock records must be kept for each land parcel that includes at least one of the options in tables 1A or 2A of Annex A. You don't need to keep parcel specific records for parcels that don't contain these options.

If you run several adjacent parcels together as one grassland unit, you may keep one record for that grassland unit provided that the total number of livestock is never more than the lowest number allowed on any individual parcels that make up that unit. For example: if you ran two parcels together and your agreement allowed a maximum of 3 cows on one parcel and 4 on the other, you could record them as one unit provided that the total for the two parcels never exceeded 3 cows. In effect you would be managing the land less intensively than the maximum allowed in your agreement. You should also keep farm level livestock records unless that grassland unit represents your whole farm (see definition of farm below).

At farm level

EU rules include a requirement to ensure there is no over or undergrazing, or intensification of grazing, occurring as a result of implementing the option management requirements. This requirement is described in the CS manuals. Livestock records should be kept as evidence that you have kept to the maximum stocking density required on your farm if your agreement contains at least one of the options in tables 1B or 2B of Annex A or table 3B of Annex B. The maximum stocking density is:

- **Mid Tier:** do not stock more than 2.5 livestock units (LU) / ha on non-Severely Disadvantaged Area (SDA) land and 2.0 LU / ha on SDA land on average over the year across all agricultural land on the farm or production unit where the agreement is located; or
- **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.

You can keep livestock records in a way that best suits you – for example on paper or electronically. However, your records should include all the required information (see below) as you may be asked to produce these when inspected.

Whilst you might already routinely collect and record this data you might prefer to consolidate your records by using the livestock tables and spreadsheets provided at www.gov.uk/government/publications/countryside-stewardship-livestock-record-keeping. These tables and spreadsheets will (when filled out completely) provide the necessary information to help you explain how you have met your agreement requirements at both the parcel level and farm level.

It is important that your records are kept up-to-date, so that you can produce them if required.

You should retain these records for the period of your agreement and for 7 years after it expires. If a problem occurs you will be able to show evidence of when the problem started, and its extent, which may limit any penalties.

Your records should include:

- the agreement reference number, agreement holder's name and the calendar year to ensure that 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 against primary data if there is an anomaly; and
- the date of the record to confirm that these data have been recorded in a timely way.

Your parcel level records should clearly indicate:

- the parcel number(s) to ensure that the data is linked to the relevant parcel (or parcels - when adjacent parcels are managed as one unit);
- the option code that applies to the parcel(s) to ensure that the data is compared with the relevant requirement;
- the area of the relevant option within that parcel(s) to ensure that livestock density calculations are carried out correctly; and
- the dates when grazing takes place and (where appropriate) the livestock present on the option parcel to show that grazing has taken place within the prescribed periods and (where appropriate) that the livestock density has been calculated correctly. You will only need to record the species, age bracket and number of livestock on each option parcel if your agreement includes a minimum or maximum livestock density or a livestock calendar. If you have the native breeds supplement (SP8) you will also need to record the breed. Records need only be kept for the livestock types set out in Annex C. 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.

Your farm level records should 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. Recording each month will enable you to calculate an annual stocking density. Records need only be kept for the livestock types set out in Annex C. 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; and

- area of farm to ensure 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, 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’).

Options with restrictions that only apply at certain times of year

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 management prescriptions.

How often Agreement Holders should update their records

Each time you move animals on or off a land parcel covered by an option listed in Annex A table 1A, the livestock records should be updated for that land parcel to show the new total number, species and age bracket of the animals present. If you have an option listed in Annex A table 2A 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 option prescription.

Temporary changes in numbers, when removal and return of livestock happen on the same day, need not be recorded – for example cows at daily milking time – but Agreement Holders should ensure that they otherwise never exceed any maximum livestock density on a land parcel covered by an option.

If you have land under an option in Annex B (an option that requires exclusion of livestock) you will make an annual declaration on your CS claim form that you have complied with the provisions of your agreement, which will be evidence that the exclusion has taken place.

When a farm level record is required it should be updated monthly.

Agreements on common land

If you are the Agreement Holder on a common (i.e. the signatory to the CS agreement) you will need to ensure the livestock records are kept for the whole common. It is up to you how you obtain 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.

If your CS 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 A

CS livestock record keeping requirements

Table 1 - CS options with a livestock calendar; and/or a livestock density requirement

(use the Parcel level record-keeping template at

www.gov.uk/government/publications/countryside-stewardship-livestock-record-keeping)

Table 1A – Parcel level records

A limited number of CS options may require you to keep a stocking record to show how you have complied with the stocking rate requirements of an option (e.g. 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 prescriptions do 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 should 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 should link together the parcel number with the CS option code, the area of the CS option within the parcel, the number, species and age bracket of livestock present, and the dates when they are present. These 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 these 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 management prescriptions.

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.

You can record adjacent parcels as a single unit provided that you are managing them as one unit, and the total number of livestock is never more than the lowest number allowed on any individual parcels that make up that unit. The livestock should have free access to all the agricultural area in those parcels. Internal gates should therefore be kept open during grazing periods but may be closed for a short time to assist with collecting stock for removal or animal husbandry.

If an option also has a stock exclusion period then your annual declaration on your CS claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place (see table 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).

Table 1B - Farm level records (use the Farm level record-keeping template at www.gov.uk/government/publications/countryside-stewardship-livestock-record-keeping)

GS9, GS11, SP7, SP8, UP2, UP3, UP6,

Section 3.4 of the CS 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 should 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 twelve.

The monthly density should be calculated on the basis of the livestock present on your farm on the 15th of each month. Effectively each month will contribute one twelfth towards the annual figure.

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.

Table 2 – CS options with simple grazing requirements

Table 2A – Parcel level records

Some CS 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, CT7, 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 should include the agreement reference number, agreement start date, Agreement Holder’s name, the calendar year and the date of each record. For each parcel the dates, between which grazing took place, should be recorded. The actual number of livestock that are grazing need not be recorded but you might find it helpful to keep a record of numbers for other reasons.

If an option has a stock exclusion period then your annual declaration on your CS claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place (see table 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 management prescriptions.

Table 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 evidence of that you have complied with the maximum stocking density for your farm and that you therefore have not intensified livestock production.

If you don't graze this land at all during the calendar year you don't 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, CT7, GS1, GS4, GS6, GS17, HS7, LH1, LH2, SP1, SW13, UP1, WD7, WD8, WT12

Annex B

Table 3 - CS Livestock exclusion options

Table 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, AB13, CT3, CT4, CT5, 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 CS claim form (that you have complied with the provisions of your agreement) will be evidence that the exclusion has taken place. Whilst you don't need to keep detailed livestock records at the parcel level you might wish to keep a fuller record as additional evidence that you have complied with the option requirements.

Table 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 table 1B. This will show evidence that you have complied with the maximum stocking density for your farm and that you therefore have not intensified livestock production.

If you don't graze this land at all during the calendar year you don't 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, AB13, CT3, CT4, CT5, GS3, GS7, GS8, GS10, GS12, GS13, GS14, GS15, LH3, OP1, SW3, SW4, SW7, SW8, SW9, SW10, SW12, WD4, WD5, WD6, WD9, WT7, WT9

Annex C

Animal numbers are converted into livestock units as follows:	LUs
Cattle over 2 years	1.0
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	1.0
Pony / Donkey	0.8
Goat	0.12

Annex 8

Contact details for Natural England Technical Services offices

Natural England offices are open from 8:30 am to 5:00 pm Monday to Friday, excluding bank holidays.

East of England

(Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Suffolk)

Natural England, PO Box 247, Cambridge CB2 2WW

Tel: 0208 026 5996

Email: ts.cambridge@naturalengland.org.uk

East Midlands

(Derbyshire, Leicestershire, Lincolnshire, Northamptonshire, Nottinghamshire, Rutland)

Natural England, PO Box 10276, Nottingham NG2 9PD

Tel: 0208 026 2018

Email: ts.nottingham@naturalengland.org.uk

North East

(Northumberland, Tyne and Wear, Durham, former county of Cleveland)

Natural England, PO Box 1316, Newcastle upon Tyne NE99 4PB

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Email: ts.newcastle@naturalengland.org.uk

North West

(Cheshire, Cumbria, Greater Manchester, Lancashire, Merseyside)

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Email: ts.crewe@naturalengland.org.uk

South East

(Greater London, Berkshire, Buckinghamshire, East Sussex, Hampshire, Isle of Wight, Kent, Oxfordshire, Surrey, West Sussex)

Natural England, PO Box 2423, Reading RG1 6WY

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Email: ts.reading@naturalengland.org.uk

South West

(Cornwall, Devon, Dorset, Gloucestershire, Somerset, The Scilly Isles, Wiltshire, former county of Avon)

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West Midlands

(Herefordshire, Shropshire, Staffordshire, Warwickshire, West Midlands, Worcestershire)

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Yorkshire and the Humber

(East Riding of Yorkshire, North Lincolnshire, North Yorkshire, South Yorkshire, West Yorkshire)

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The European
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Natural England is here to secure a healthy natural environment for people to enjoy, where wildlife is protected and England's traditional landscapes are safeguarded for future generations.

ISBN 978-1-78367-255-4

Catalogue Code: NE660

www.gov.uk/natural-england

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