

Natural England Joint Publication JP031

Pilot Results-Based Payment Approaches for Agri-environment schemes in arable and upland grassland systems in England

Appendix 10
Grassland Manual and Guidance

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YORKSHIRE DALES
National Park Authority



Project Details

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DISCLAIMER The views expressed in this report are solely those of the authors, and do not reflect the opinion of any other party.

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**Co-funded by
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Grassland Manual



RBAPS Manual

Applies to all Results Based Agri-environment Pilot Scheme Agreements in the grassland pilot commencing on 15th September 2016

Published August 2016
Version 1

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Introduction

This RBAPS Manual provides the information needed for applicants and Agreement Holders in the grassland Results Based Agri-environment Pilot Scheme (“the Pilot Scheme”) and additional requirements and processes which must be followed.

Mandatory elements of the RBAPS Manual

An RBAPS Agreement will comprise:

1. the Results Based Agri-environment Pilot Scheme Terms and Conditions at Annex 1;
2. the Agreement Document (which sets out Agreement Holder specific details); and
3. the Agreement Map

The RBAPS Manual with the exception of Annex 4 (Guidance on establishing and managing your options) is mandatory and it is a requirement of the Results Based Agri-environment Pilot Scheme Terms and Conditions that you comply with it.

1 Background to the Pilot Scheme

1.1 Results Based Agri-environment Pilot Scheme (RBAPS) priorities

The Pilot Scheme is one of three EU funded projects to test whether offering a payment that's dependent on the results achieved, as opposed to a payment based on following management prescriptions, could improve the environmental performance of agri-environment schemes in England. More information on payment by results in the EU can be found at the following link: http://ec.europa.eu/environment/nature/rbaps/index_en.htm

The Pilot Scheme consists of two pilot areas, one in Norfolk/Suffolk covering two arable options and one in Wensleydale covering two grassland options – species rich hay meadows and habitat for breeding waders.

The Pilot Scheme aims to answer the following questions:

- Does the RBAPS approach deliver better results than existing schemes?
- Can farmers assess their own results accurately?
- Is it more cost-effective?
- How do farmers view this approach?

The grassland element is looking to test the effectiveness of results-based payments on two different habitats:

RBAPS option	Comparable options in existing agri-environment schemes	
	Environmental Stewardship	Countryside Stewardship
Species rich hay meadow	HK6 Maintenance of species rich, semi-natural grassland HK7 Restoration of species rich, semi-natural grassland	GS6 Management of species rich grassland GS7 Restoration towards species rich grassland
Habitat for breeding waders	HL7 Maintenance of rough grazing for birds HL8 Restoration of rough grazing for birds	UP2 Management of rough grazing for birds

Wensleydale has been chosen to pilot the RBAPS approach within the Yorkshire Dales National Park because it contains a large proportion of the national upland hay meadow

habitat and also breeding populations of all four target bird species (lapwing, curlew, redshank and snipe).

Upland hay meadows are precious not only for their wildlife but because they provide an important link to the social, economic and cultural past of the area. They are an entirely man-made habitat and are dependent on management by people year-in, year-out. Over the generations slight differences in management, such as fertiliser inputs and cutting dates, have resulted in fields with subtly different combinations of wildflowers and grasses. These provide a unique “fingerprint” of the field’s management history which can be easily lost if traditional management is altered or stopped.

Agri-environment options for hay meadows aim to maintain or increase the number and frequency of important plant species. Many other priority species, such as bumblebees, butterflies, birds or bats, will also benefit. Sensitive management will also protect buried archaeological features.

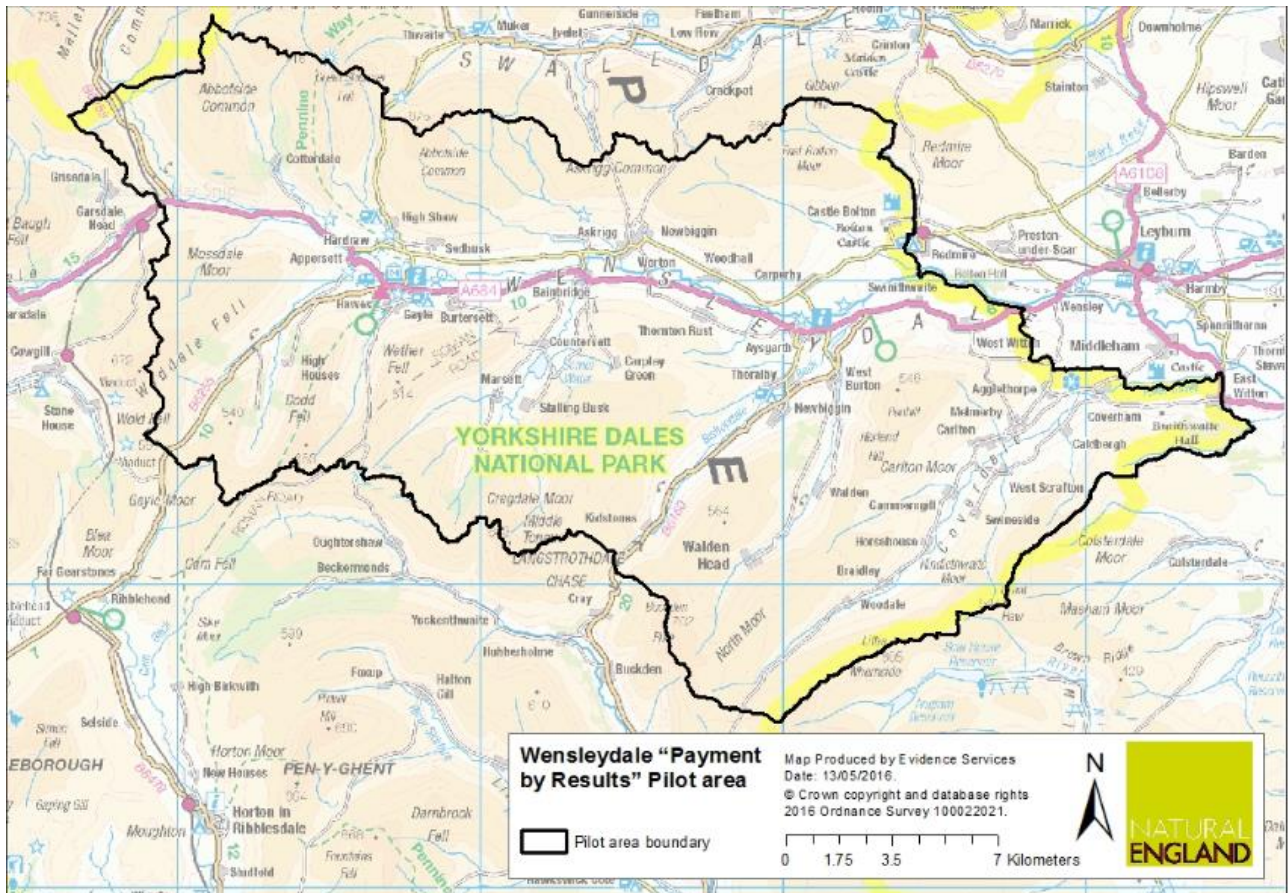
Enclosed fields of rough grazing along the moorland edge can provide ideal nesting habitat for wading birds. Numbers of lapwing, curlew, redshank and snipe have declined nationally but recent studies have shown the populations appear to be stable within the Yorkshire Dales National Park. Breeding success is heavily dependent on the vegetation cover in a field so grazing management – both intensity and timing – is key to supporting these populations, together with management of wet features where they feed. Agri-environment options on allotments and in-bye land aim to help farmers manage grazing and water levels in a way that will improve populations of wading birds in the uplands.

Under the Pilot Scheme the Grant will depend on the results achieved each year; payment rates are detailed in Section 1.4. The Grant payment rates are variable (tiered) depending on how well certain specific criteria have been delivered on the ground. Participants don’t have to follow management prescriptions but instead have the flexibility to use their own skills and judgement to achieve these results.

The results will be based on Self-Assessment by the Agreement Holder and an Expert Assessment undertaken by Yorkshire Dales National Park Authority or Natural England. Assessments will also be undertaken on RBAPS fields before they enter into the scheme to measure their baseline condition before they come into the Pilot Scheme. There will also be assessments carried out on equivalent habitat in existing agri-environment schemes (control sites) so the results from RBAPS fields can be compared with those managed under the conventional prescription driven approach.

1.2 Pilot Scheme Boundary

The Pilot Scheme will operate in the following area:



1.3 Organisations delivering and funding the Pilot Scheme

The grassland Pilot Scheme is delivered by a partnership of Natural England and the Yorkshire Dales National Park Authority. The Pilot Scheme is co-financed by the European Union.

1.4 Results Criteria and Grant payment rates

1.4.1 Species rich hay meadow

Results are based on the presence of particular plant species along a transect survey line across the Agreement Land and an overall assessment of whether the Agreement Land has been affected by damaging activities. During the survey the assessor will record the presence of positive species (flowers and grasses typically found in traditional hay meadows) and negative species (undesirable species such as common dock and cow parsley). Each species is given a points score (positive or negative value) and the

individual scores are then added together to give a total. Points are deducted from this total if the sward has been damaged by machinery etc. The final score determines the Grant payment rate according to the table below:

Tier	1	2	3	4	5
Total points	40 -79 points	80-119 points	120-159 points	160-199 points	200+ points
Grant £/ha	112	186	260	334	371

Full details of the assessment methodology are included in Annex 3.

1.4.2 Habitat for breeding waders

Results for breeding wader habitat are judged by assessing vegetation height, cover of rush, extent and quality of wet features and the extent of any damage to the sward from poaching, machinery movements etc. Full details of the assessment methodology are included in Annex 3. A points score is awarded for each variable and the following table is used to calculate the level of Grant payment based on the total score from the annual assessment:

Tier	1	2	3	4	5
Total points	<9 points	10-19 points	20 – 29 points	30 – 39 points	40 points
Grant £/ha	35	69	104	139	174

1.5 When results will be measured

Assessments must be carried out during the following Assessment Windows:

Species rich hay meadow: Before the hay is cut and once the majority of plant species are in flower; this is usually between late June and late July.

Habitat for breeding waders: May to early June

1.6 How results will be measured

Throughout the duration of the Pilot Scheme there will be a number of surveys of the RBAPS land to gauge how well the results are being delivered.

The first is an annual “Self-Assessment” which you as the Agreement Holder will have to undertake during the Assessment Window. You need to inform Yorkshire Dales National Park Authority within 10 calendar days of completing your Self-Assessment.

This is followed by an ‘Expert Assessment’ by Yorkshire Dales National Park Authority or Natural England which will also take place during the same Assessment Window. You mustn’t do anything that materially alters the condition of the land that the Assessments will take place on or the items to be measured on it until both the Agreement Holder’s Self-Assessment and Yorkshire Dales National Park Authority/Natural England’s Expert Assessment have been carried out.

Each year a small sample will also be assessed by other Natural England staff not directly involved in delivering the Pilot Scheme to provide independent verification.

All assessments must be completed using the methodology detailed in Annex 3 and at the times detailed in 1.5.

Yorkshire Dales National Park Authority or Natural England will inform you of the results of the Expert Assessment as soon as it is complete.

1.7 Baseline Assessment

In addition to the Self-Assessments and Expert Assessments, a Baseline Assessment must also be completed in 2016 by the Yorkshire Dales National Park Authority (or its agents or representatives) in conjunction with the Applicant on all land included in a RBAPS application.

The Baseline Assessments provide data on the current results on your farm so Natural England and the Yorkshire Dales National Park Authority can see whether the RBAPS approach gives any different outcome once the land is managed under the Pilot Scheme.

1.8 Evidence and Record keeping requirements

The annual Self-Assessment must be recorded using the forms supplied by Yorkshire Dales National Park Authority. In addition you will need to keep a diary of the livestock on the RBAPS land and take photographs during the Self-Assessment and supply these on request. See Annex 3 for full details.

2.0 Agreements and Eligibility

2.1 Eligibility criteria

To be eligible for the Pilot Scheme the following criteria must be met by the applicant and the proposed Agreement Land:

- Agreement Land must be within the pilot boundary as shown in Section 1.2.
- The Agreement Land itself must not be managed under any other agri-environment scheme option for the duration of the RBAPS Agreement. Land within an Environmental Stewardship (ES) or Countryside Stewardship (CS) agreement is eligible for the Pilot Scheme providing it does not have an ES or CS option on it.
- Applicants must have control of all the Agreement Land and all the activities needed to meet the Pilot Scheme requirements for the full duration of the Agreement.
- The Agreement Land must be registered on the Rural Land Register to the Agreement Holder's SBI (Single Business Identifier).
- Agreement Land must not be in receipt of any other funding other than the Basic Payment Scheme (BPS).
- Agreement Land must not be under any other grant or management obligation such as Inheritance Tax Exemption.
- Common land and shared grazing is not eligible.
- Agreement Land must not be designated a Site of Special Scientific Interest (SSSI), Special Protection Area (SPA) or Special Area of Conservation (SAC).
- Additional eligibility criteria apply to individual options. These are detailed in Annex 2.
- If you are a public body or if the Agreement Land is owned or run by a public body or if your landlord is a public body please check with Natural England if you are eligible to apply.

2.2 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 the Pilot Scheme. Land that is ineligible for BPS may still be eligible for the Pilot Scheme.

2.3 Protected species

Where protected species are present on the Agreement Land, you will need to consider the requirements for protection which apply to those species before undertaking management activities.

2.4 Scheduled Monuments

Scheduled Monuments can be included in the Pilot Scheme. It is your responsibility to ensure there is no conflict between your management of the Agreement Land and the management requirements of the Scheduled Monument.

2.5 How to apply

This section provides applicants with the information required to apply for the Pilot Scheme.

All applicants need to have a Single Business Identifier (SBI) number to apply.

2.5.1 Complete and submit the application

Applicants must read and complete the application form and include the application map(s) supplied by Yorkshire Dales National Park Authority. You must sign your application by hand.

Completed paper applications must be sent to:

Annabelle LePage
Natural England
Foss House
Kings Pool
1-2 Peasholme Green
YORK
YO1 7PX

Alternatively a scanned copy of the signed application can be emailed to annabelle.lepage@naturalengland.org.uk.

The closing deadline for applications is Wednesday 10th August 2016.

2.5.2 On submission of the application

Natural England will carry out eligibility checks and assess your application using the criteria in Section 2.1.

Natural England is seeking around 40 sites in the grassland Pilot Scheme. If the Scheme is oversubscribed the criteria below will be applied in the following order to select the final participants:

- Meets the initial site selection criteria detailed in Annex 2
- Contains both species rich grassland and habitat for breeding waders options
- Area of meadow land is between 1ha and 5ha; area of habitat for breeding waders is < 15ha.

If you are successful you will be offered an Agreement. If you wish to accept the Agreement you must sign the declaration and **return it by 15th September 2016**.

Declarations should be returned to:

Annabelle LePage
Natural England
Foss House
Kings Pool
1-2 Peasholme Green
YORK
YO1 7PX

Alternatively a scanned copy of the signed declaration can be emailed to annabelle.lepage@naturalengland.org.uk

Natural England reserves the right to withdraw the offer if it is not accepted on time.

Unsuccessful applicants will be notified in writing by 15th September 2016.

2.6 Agreement Duration

If successful, you will be offered a grassland RBAPS Agreement which will last for 2 years: 15th September 2016 to 14th September 2018

2.7 Agreement claims

Agreement Holders will need to submit a Payment Claim each year in October 2017 and October 2018. To claim for payment you must first complete a “Self-Assessment” during the Assessment Window to prove the Results Criteria have been delivered on your Agreement Land. You also need to give Yorkshire Dales National Park Authority or their representatives access to carry out equivalent Expert Assessments during the Assessment Windows to check the results (see Sections 1.5 and 1.6).

You must not materially alter the condition of the Agreement Land and/or the items subject to the Results Criteria before all of the following requirements are met in each year:

- the Self-Assessment has taken place;
- the Expert Assessment has taken place; and
- the Agreement Holder has received and confirmed the results of the Expert Assessment

3 Agreement Management

3.1 Making a Payment Claim

Payment Claims should be submitted to Natural England following the final Expert Assessment in each year and no later than the 15th December in 2017 and 30th October in 2018.

A claim form will be provided in order to complete this.

3.2 Payments

Payments will be made by BACS following receipt and verification of a valid Payment Claim. Natural England will aim to make payments within 10 days of receiving and verifying a valid Payment Claim.

3.3 Disputes, appeals and complaints

If an applicant, or an Agreement Holder, is unhappy with a decision taken by Natural England or Yorkshire Dales National Park Authority in respect of an application or an agreement, the applicant or Agreement Holder can appeal.

If there is any dispute over the results of an Expert Assessment you must not materially alter the condition of the Agreement Land and/or the items subject to the Results Criteria until a further re-assessment is done by a third party to verify the results. Agreement Holders must contact Natural England first if planning on carrying out any work whilst disputing our findings. It is strongly recommended that you do not carry out any works to your Agreement Land before the dispute is resolved.

3.3.1 Appeals process – disagreeing with a decision by Natural England or Yorkshire Dales National Park Authority

To appeal against a decision, applicants or Agreement Holders should write to Steve Chaplin, Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX

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 three-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 three 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 Natural England's Technical Services or an Area Team will then examine the case and look in detail at the Natural England or Yorkshire Dales National Park Authority decision and how Pilot 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 or Yorkshire Dales National Park Authority decision and how Pilot Scheme rules have been applied.

3.3.2 Complaints about service

If an applicant for the Pilot Scheme, 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 relevant complaints procedure:

Natural England:

www.gov.uk/government/organisations/natural-england/about/complaints-procedure

Yorkshire Dales National Park Authority:

<http://www.yorkshiredales.org.uk/ydnpa/our-people/staff/compliments-and-complaints>

3.4 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.

Your information will be stored and processed in accordance with the Data Protection Act 1998. This Act gives you, as an individual, the right to know what data we hold on you, how we use it, with whom we share it and to ensure that it is accurate.

It will be used for administering and analysing applications, agreements and claims under the Pilot Scheme. It will be circulate and discussed in confidence with the Yorkshire Dales National Park Authority and any other persons or organisations helping Natural England 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, we may have to discuss applications, agreements and claims with third parties or disclose information about funding decisions.

Participation in the Pilot Scheme involves expenditure of public money and is therefore a matter of public interest. We may make information about applications, agreements and claims publicly available. Details disclosed may include, but are not limited to, your name, the name and address of your farm or business, grid references, the total area under agreement, the payments you receive, the location of parcels, details of the agreement and details of inspections. On request, copies of individual applications and agreements will be made available.

Natural England or its appointed agents may use the name, address and other details on your application form to contact you in connection with occasional customer research aimed at improving the services that Natural England provides to you.

We will respect personal privacy, whilst complying with access to information requests to the extent necessary to enable Natural England to comply with its statutory obligations under the Environmental Information Regulations 2004 and the Freedom of Information Act 2000.



Annex 1 Results Based Agri-environment Pilot Scheme Terms and Conditions

PARTIES

- (1) Natural England of Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the **Authority**).
- (2) The Agreement Holder as 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 as set out in the Agreement Document and RBAPS Manual.
- (B) The Authority is the delivery body responsible for managing the EU funded project entitled 'Pilot Results-based Payment approaches for agri-environment schemes in arable and upland grassland systems in England'; project No. 07.027722/2015/721692/SUB/B2. This forms part of a wider EU Programme entitled 'EU Pilot on-farm projects to test result-based remuneration schemes for the enhancement of biodiversity Programme'.
- (C) Grants made under RBAPS are paid for achievement of Results Criteria.
- (D) These terms and conditions apply to RBAPS 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, the Agreement Document and the Agreement Map together form the agreement between the Authority and the Agreement Holder ("the **Agreement**").

- (E) Additional RBAPS requirements and more detailed information and guidance are set out in the RBAPS Manual. The Agreement Holder must familiarise itself with this document and ensure that it complies with all mandatory elements of the RBAPS 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 (D) and (E) above, these terms and conditions shall prevail, followed by the Agreement Document, the Agreement Map, and then the RBAPS Manual.

1. DEFINITIONS AND INTERPRETATION

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

Agreement Document: the document containing Agreement Holder specific details and which describes, amongst other things, the Grant to be paid to the Agreement Holder if the Results Criteria are achieved

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), identifying the Agreement Land and the agreed locations for Results Criteria to be assessed

Agreement Start Date: the date on which the Agreement commences, as set out in the Agreement Document

Assessment Window: the periods of time within which the Self Assessment and the Expert Assessment must take place, as set out in the RBAPS Manual

Baseline Assessment: baseline assessments of the Baseline Assessment Land to be undertaken by the Authority or its representatives or agents and the Agreement Holder as set out in the RBAPS Manual

Baseline Assessment Land: the land on which Baseline Assessments will be undertaken, as described in the RBAPS Manual or agreed between the Authority and the Agreement Holder from time to time

Expert Assessment: the assessment to be undertaken by the Authority or its representatives or agents to assess whether the Results Criteria have been achieved on the Agreement Land

Grant: the sum(s) to be paid to the Agreement Holder under the Agreement, if, and to the extent that, the Results Criteria are achieved

Intellectual Property Rights: all patents, rights to inventions, copyrights and related rights, trademarks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

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

RBAPS Manual: the documents which set out additional RBAPS requirements and further information and guidance for Agreement Holders (as further described in clause 5 (the RBAPS Manual)), which are available from the Authority upon request

Results Based Agri-environment Pilot Scheme or RBAPS: the EU funded project entitled 'Pilot Results-based Payment approaches for agri-environment schemes in arable and upland grassland systems in England'; project No. 07.027722/2015/721692/SUB/B2. This forms part of a wider EU Programme entitled 'EU Pilot on-farm projects to test result-based remuneration schemes for the enhancement of biodiversity Programme'

Results Criteria: the results criteria as set out and described in the Agreement Document and RBAPS Manual

Self Assessment: the assessment to be undertaken by the Agreement Holder in accordance with the instructions set out in the RBAPS Manual to assess whether the Results Criteria have been achieved on the Agreement Land

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 genders.

- 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 of 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 or undertaking the management of the Agreement Land pursuant to 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 or undertake the management of the Agreement Land pursuant to 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 RBAPS 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 or in respect of the management of the Agreement Land it undertakes pursuant to the Agreement;
- (f) its obligations under the Agreement and the management of the Agreement Land it undertakes pursuant to the Agreement do not duplicate and will not duplicate any other legal obligations it would otherwise be required to undertake;

- (g) its obligations under the Agreement and the management of the Agreement Land it undertakes pursuant to 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
- (h) it will at all times comply with all relevant domestic and EU legislation in the performance of its obligations under the Agreement and the management of the Agreement Land it undertakes pursuant to 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 and the management of the Agreement Land it undertakes pursuant to the Agreement. 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 stated in writing by the Authority.

2.4 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, the Agreement Document and the mandatory elements of the RBAPS Manual.

3.2 The Agreement Holder shall seek to achieve the Results Criteria on the Agreement Land (though there is no obligation for the Agreement Holder to do so).

3.3 The Agreement Holder shall carry out and record a Self Assessment for each Results Criteria during each Assessment Window in accordance with the instructions set out in the RBAPS Manual.

- 3.4 The Agreement Holder shall notify the Authority within ten (10) calendar days of the relevant Self Assessment taking place. The Agreement Holder shall retain the records of the Self Assessment and make them available to the Authority or its representatives or agents on request and on inspection (without limitation, such records will be inspected at the Expert Assessment).
- 3.5 The Authority or its representatives or agents shall undertake an Expert Assessment for each Results Criteria during each Assessment Window
- 3.6 The Agreement Holder shall not materially alter the condition of the Agreement Land and/or the items subject to the Results Criteria before all of the following requirements are met in each year: the Self Assessment has taken place; the Expert Assessment has taken place; and the Agreement Holder has received and confirmed the results of the Expert Assessment.
- 3.7 Where required by the RBAPS Manual, the Agreement Holder and the Authority (or its agents or representatives) shall carry out and record a Baseline Assessment on the Baseline Assessment Land in accordance with the instructions set out in the RBAPS Manual. Where a Baseline Assessment is required by the RBAPS Manual, the Agreement Holder shall not materially alter the condition of the Baseline Assessment Land and/or the items to be measured on it until both the Agreement Holder's and the Authority's (or its agents or representatives) Baseline Assessments have taken place.

4. TERM

The Agreement shall commence on the Agreement Start Date and, subject to earlier termination in accordance with clause 20 (Termination), it shall continue in force until the Agreement End Date.

5. THE RBAPS MANUAL

- 5.1 The Agreement Holder shall comply with the mandatory elements of the RBAPS Manual as a condition of receiving the Grant.
- 5.2 In some circumstances the Authority may consider it necessary to amend or update the RBPAS Manual. The Authority will notify the Agreement Holder in writing of any amendments applicable to the Agreement Holder 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 Agreement Land, 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 Agreement Land may lead to this Agreement being terminated in accordance with clause 20 (Termination).

7. AMENDMENTS

No amendments to the Agreement shall be permitted unless expressly agreed in writing by the Authority.

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 RBAPS Manual and on the claim form.
- 8.2 The Grant will be paid directly to the Agreement Holder's nominated business bank account, 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 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 not be paid.
- 8.5 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.

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.
- 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 and to notify the Authority immediately if it has any reason to believe that an error has occurred.
- 9.3 If any sum becomes repayable under the Agreement, it shall be treated as a debt owing by the Agreement Holder to the Authority until such time as the outstanding amount is repaid.
- 9.4 Where any sum is repayable under the Agreement, the Authority reserves the right to withhold future payments due to the Agreement Holder under this Agreement pending repayment by the Agreement Holder of the outstanding amount.

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 RBAPS. Such checks, audits or evaluations may be initiated during term of the Agreement and for a period of up to five years from its termination or expiry.

11. SITE VISITS

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, documents or electronic information which may be required. Checks, audits or evaluations may be initiated during term of the Agreement and for a period of up to five years from its termination or expiry.

12. MAINTENANCE OF ACCOUNTS AND RECORDS

- 12.1 The Agreement Holder shall keep accurate and up-to-date accounts and records of the receipt of the Grant monies received by it and evidence of its compliance with its obligations under the Agreement and the management of the Agreement Land it

undertakes pursuant to the Agreement which shall comply with any applicable standards and requirements set out in the RBAPS Manual and in any separate instructions issued to the Agreement Holder.

12.2 The Agreement Holder shall keep all invoices, receipts, accounts and tax records and any other relevant documents relating to the receipt of the Grant and evidence of its compliance with the Agreement and the management of the Agreement Land it undertakes pursuant to the Agreement for a period of at least seven years from termination or expiry of the Agreement. If there are on-going audits, appeals, litigation or pursuit of claims concerning the Grant, the Agreement Holder shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed. The Authority shall have the right to review the Agreement Holder's accounts and records relating to the Grant and 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 regarding 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 understands 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 consents to its contact details being 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 Any communication or publication related to the Agreement, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the Agreement has received funding from the European Union and shall display the European Union emblem.

14.2 When displayed in association with another logo, the European Union emblem must have appropriate prominence.

- 14.3 Any communication or publication related to the Agreement in any form and using any means, shall indicate that it reflects only the author's view and that the European Commission/European Union is not responsible for any use that may be made of the information it contains.
- 14.4 In using the Authority's or the European Union's name and logo, the Agreement Holder shall comply with all reasonable branding guidelines issued by the Authority from time to time.
- 14.5 The Agreement Holder agrees to participate in and co-operate with promotional activities relating to RBAPS if required to do so by the Authority.
- 14.6 The Authority may acknowledge the Agreement Holder's involvement in RBAPS as appropriate without prior notice.
- 14.7 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 RBAPS.
- 14.8 Without prejudice to the other provisions of this clause 14 (Acknowledgement and Publicity), 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

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 shall remain the property of that party. If there are any such Intellectual Property Rights which the Agreement Holder wishes to draw to the Authority's attention, the Agreement Holder must do so in writing prior to the Agreement Start Date.
- 15.2 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 created by either party during the term of the Agreement shall remain the property of that party.

15.3 Where the Authority has allowed the Agreement Holder to use any of its or the European Union's 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 (Acknowledgement and Publicity)).

15.3 The Authority and the European Union 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 Information and data about the Agreement (including details about the Agreement Holder and the Grant) may be published on public websites.

16.3 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.

16.4 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).

16.5 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).

16.6 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.

16.7 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.

16.8 Further details about how information about the Agreement Holder and the Agreement will be used and shared are set out in the RBAPS Manual.

17. CONFIDENTIALITY

17.1 Without prejudice to the provisions of clause 16 (Data and Information), the Agreement Holder shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.

17.2 The Agreement Holder shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the Authority in writing.

17.3 The Agreement Holder shall be bound by the obligations referred to in Clauses 17.1 (Confidentiality) and 17.2 (Confidentiality) during the implementation of the Agreement and for a period of five years from its termination or expiry, unless:

(a) the Authority agrees to release the other party from the confidentiality obligations earlier;

(b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;

(c) the disclosure of the confidential information is required by law.

18. LIMITATION OF LIABILITY

18.1 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.

18.2 The Authority and the European Commission/European Union accept 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.

18.3 Subject to clause 18.1 (Limitation of Liability) and 18.2 (Limitation of Liability), the Authority's total aggregate liability in connection with the Agreement shall not exceed the amount of the Grant.

18.4 The Agreement Holder shall indemnify the Authority and the European Commission/European Union and any persons acting on their 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.

19. CONFLICT OF INTERESTS

19.1 The Agreement Holder shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (“conflict of interests”).

19.2 The Agreement Holder shall promptly notify the Authority of any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement. The Authority shall confirm the steps the Agreement Holder must undertake to rectify the situation.

20. TERMINATION

20.1 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 any steps have been taken to recover the Grant in accordance with clause 9 (Repayment));
- (b) if there is a change in management control affecting any part of the Agreement Land, 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; or
- (c) the Agreement Holder has failed to repay any sum which has become recoverable in accordance with clause 9 (Repayment).

20.2 In addition to its right to terminate under clause 20.1 (Termination) above, the Authority may terminate the Agreement and any future Grant payments on giving the Agreement Holder three 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.

20.3 The Agreement Holder may terminate the Agreement at any time by giving written notice to the Authority.

21. CONSEQUENCES OF EXPIRY OR TERMINATION

21.1 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.

21.2 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), 18 (Limitation of Liability), 21 (Consequences of Expiry or Termination), 23 (Severability), 24 (Waiver), 25 (Notices), 26 (Dispute Resolution), 28 (Joint and Several Liability), 29 (Third Party Rights), 30 (Governing Law) or any other provision in the Agreement or mandatory requirement in the RBAPS 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.

22. VARIATION

22.1 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.

22.2 The Authority also reserves the right to amend or update the RBAPS Manual. Further details are given about this at clause 5.2 (The RBAPS Manual) above.

23. 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.

24. WAIVER

No failure or delay by either party to exercise any right or remedy under the Agreement shall be construed as a waiver of that right or remedy unless expressly confirmed by such party in writing.

25. NOTICES

25.1 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.

25.2 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.

26. 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 RBAPS Manual.

27. 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.

28. 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.

29. THIRD PARTY RIGHTS

The Agreement does not and is not intended to confer any contractual benefit on any person who is not a party to the Agreement.

30. GOVERNING LAW

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

Annex 2 Initial Site Selection Criteria

Species rich hay meadows

The minimum set of criteria needed for entry to the Pilot Scheme includes the following:

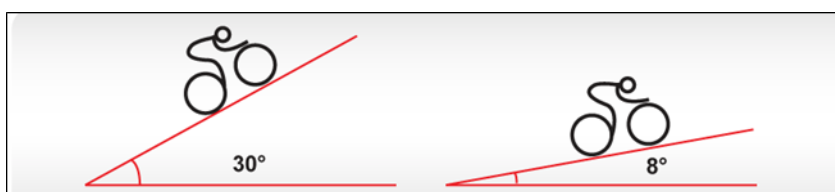
- The grassland should contain more than 12 different species of flowering plants, including at least 4 high value plant species.
- The cover of wildflowers and sedges should be more than 10%
- Undesirable species cover should be less than 20%

The criteria are set in order to prevent grasslands that have been too intensively managed from being included. Grassland restoration is a long term process which only works under certain circumstances, with the soil chemistry being the key attribute to be met.

Habitat for breeding waders

Sites that are eligible for entry into the Pilot Scheme would need to meet the following requirements:

- Openness - aspect- if field is in an elevated position as opposed to feeling enclosed or having woodland at a boundary.
- Slope- Potential for nesting birds is greatly increased by flatness of ground. Use the following measure as a guide: more than 50% of the field flat (0° - 8°) = good potential, 26-49% = medium potential; 0-25%= poor potential. NB depends on size of field, so for example, 25% of a 20ha field = 5ha of flat ground.



- Size: should not preclude entry but if farmer has 2 adjacent fields- one could provide nesting habitat and the other chick rearing habitat.

- Dampness: Does the field lie wet between 1st March and 31st May so that the ground surface remains wet enough, on more than 10% of the field (or extensive block) for a 6inch nail (or similar) to be pushed into the ground with ease?

Annex 3 Assessment Methodology

Species rich hay meadows score sheet instructions 2016

Timing of survey

Undertake the survey before the hay is cut and once the majority of plant species are in flower; this is usually between late June and late July. This will make identification of the plants significantly easier. Ensure you have a copy of the agreement map, a survey form and ID card with you. It may be helpful to have a camera with you, in case you were unable to identify some of the plants. The plant photos can be sent to your adviser for identification.

Method

Use the diagonal route marked on the agreement map. Split it into roughly 10 equal lengths.

For the survey, walk the diagonal route through the field stopping 10 times (at the mid point of each length). At each stop look at the sward within a 1m radius around you. Using the ID card and survey sheet, tick all the positive and negative plant species seen at each stop.

At the end of the survey, look over the field and make an assessment of the level of damage to the meadow from the following (this is not an exhaustive list):

1. Damage to soil and sward from machinery – severe rutting over more than 10% of the field area
2. Damage from winter feeding sites that are still clearly seen once the hay meadow have been shut up
3. Manure heaps
4. Bales of hay that have been left in situ in the field from the previous year

Damaging activities that affect the integrity of the habitat relates to poor management which should be avoided. Severe damage where over 25% of the habitat is affected will void the total meadow score and result in an overall score of 0 and no payment will be made that year.

Total score matrix

Tier Total points	1 40 -79 points	2 80-119 points	3 120-159 points	4 160-199 points	5 200+ points
Grant £/ha	112	186	260	334	371

Meadow survey sheet

Date of survey:												
Survey undertaken by:												
Field number:												
STOPS	Species Score	1	2	3	4	5	6	7	8	9	10	Total species score ¹
Positive plant species (✓)												
Betony	3											
Lesser/greater birds foot trefoil	3											
Bugle	3											
Burnet saxifrage	3											
Common bistort	3											
Common black knapweed	3											
Cowslip	3											
Eyebrights	2											
Fairy flax	3											
Globe flower	4											
Greater burnet	4											
Harebell	3											
Hawkbits/cats ear	2											
Lady's mantle (² sp)	4											
Marsh marigold	2											
Meadowsweet	2											
Melancholy thistle	4											
Orchids	4											
Ox eye daisy	3											
Pignut	2											
Ragged robin	3											
Red clover	2											
Ribwort plantain	2											
Salad burnet	3											
Scabious (³ sp)	3											
Sedges - short & tall	2											
Sneezewort	3											
Vetches	2											
Water avens	3											
Water mint	3											
Wood / Meadow cranesbill	4											
Yellow (hay) rattle	2											
Quaking grass	4											
Sweet vernal grass	2											

¹ * Total species score - multiply species score by how many stops the species was seen in

² sp – all species within the Lady's mantle family

³ sp – all species within the Scabious family

Negative plant species														
Common dock	-2													
Cow Parsley	-1													
Creeping thistle	-2													
Nettle	-2													
Ragwort	-2													
Rush	-1													
Spear thistle	-2													
Meadow score														
2. % cover of field area affected by damaging activities														
10 - 25%	-20													
5 - 10%	-10													
under 5%	0													
TOTAL MEADOW SCORE														

Farmer observations:

Please add any comments regarding the management of the meadows, for example used for lambing, closed up period, hay time date, made into hay or haylage, weather conditions, rough estimate of bale numbers – up or down from previous years.

Management undertaken, for example drains maintained, rushes or weeds treated, fertiliser/muck applications, liming undertaken:

Habitat for breeding waders score sheet 2016

Survey undertaken by:	
Survey Date:	
Field number:	

Survey time: May to early June, preferably an early morning visit in order to capture the range of breeding waders using the sites.

- 1. Presence and diversity of birds:** a site visit in May could determine which species were present. A rudimentary count could be undertaken, but no need for a formal bird survey.

A good quality habitat should provide suitable breeding conditions for 2 or more species of breeding wader.

Bird species	Present Y/N	Estimate of number of individual birds using field
lapwing		
Curlew		
Redshank		
Snipe		

Walk around the field ensuring you are able to see all parts of it. Observe the amount of rush cover, tussocks and sward height. At the end of the walk, answer the following questions. Please circle the most appropriate answer.

2. Vegetation height

A varied sward height provides cover and nesting habitat for a range of waders and chicks with some preferring to nest in grass tussocks.

Short = below ankle height

Long = between ankle and knee height

Mixed sward height where between 25 - 75% of the field is short and the rest varied, grass tussocks frequently seen	10
Over 75% long. Short swards confined to very small parts of fields (eg gateways, sup feed sites only) Tussocks indistinguishable from other tall vegetation	5
Over 75% short with little variation in height. Tussocks rare or absent	5
No difference in height – either all short, or all long with no variation	1

3. Cover of rush

A scattered tussocky rush cover of between 10 and 30% across a field with a few denser stands in the wettest areas will cater for the broadest range of species.

10 – 30% cover, well scattered with local areas of dense rush	10
30 - 50% rush cover, large areas of dense rush and tall vegetation	5
Over 50% rush cover	1
Less than 10% rush cover	1 ⁴

4. Wet features

4a – Extent of wet features across field

Field is damp across the majority of the area with a number of significantly wet areas – flushes, wet ditches, springs.	10
Damp areas are contained to approximately 10% of the field, eg springs, remainder of field is dry	5
Damp areas are rarely seen	1

4b – Quality of wet features

Wet features contain a mix of shallow pools and wet vegetation, gently sloping edges with less than 25% rush or tall vegetation	10
A number of wet features on the site but not meeting all criteria above	5
Steep sided, dense rush cover, inaccessible to birds	1

5. Damaging operations

Severe damage where over 25% of the habitat is damaged will result in an overall score of 0 and no payment will be made that year. Less significant damage may also lead to no payment if scores from other categories are low. See general guidance for further information and below for examples. The list is not exhaustive.

5. Damage to soil and sward from machinery
6. Damage from winter feeding sites that are still clearly seen
7. Damage to soil and sward from poaching
8. Damage to sward from inappropriate herbicide use
9. Installation of new field drainage system

Damage more severe covering between 10 - 25% of field area	-20
Limited areas covering 5 – 10%	-10
Less than 5%	0

TOTAL SCORE:	
---------------------	--

Total score matrix

Tier	1	2	3	4	5
Total points	<9 points	10-19 points	20 – 29 points	30 – 39 points	40 points
Grant £/ha	35	69	104	139	174

⁴ If field is used by lapwing this score may be increased at the discretion of the adviser

Farmer observations:

Please add any comments regarding how the birds have fared with breeding, for example a description of the seasons weather conditions, nest numbers, predators observed, chicks seen etc

Management undertaken, for example rush cutting, weed control, creation of wet areas – how has this progressed

Livestock diary:

Please complete the following livestock diary for each field under agreement. This will help inform future management decisions on those fields, which will aid the maintenance/ enhancement of your score.

Field parcel ref:	Option:								Year:			
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Adult cattle												
Young stock												
Ewes/hogs/tupps												
Horses/ponies												
<i>Example: Adult cattle</i>												
<i>Example: Ewes/hogs/tupps</i>												

Other guidance

Unpublished

Meadow flower Identification guide (all photos YDNPA)



Bugle



Cranesbill



Common black
Knapweed



Cowslip



Globeflower



Great Burnet



Marsh marigold



Meadowsweet



Melancholy Thistle

Orchids (sp)

Wader Bird Identification card (YDNPA)

Curlew:



©YDNPA



©YDNPA



©RSPB



©YDNPA



©RSPB (Tim Melling)

Lapwing:



©RSPB



©YDNPA



©RSPB



©RSPB



©RSPB

Redshank:



©YDNPA



©YDNPA



©Dave Hall



©YDNPA



©RSPB

Snipe



©YDNPA



©YDNPA



©RSPB



©Chris Packham



©RSPB

Sward, scrapes and rush management – pictorial guide (all photos YDNPA)

Habitat appearance and structure

Ideal tussocky sward, scattered rush cover



Too much rush and sward long across majority of site



Rush management (all photos YDNPA)



Scrape creation (all photos YDNPA)



Simple scrape with rush cover



Blocked ditch with spill way



After a dry spring



Blocked ditch one year on



Natural wet area



Scrape creation along line of old ditch

Published

Hay meadows

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Habitat for breeding waders

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Further information

Natural England evidence can be downloaded from our [Access to Evidence Catalogue](#). For more information about Natural England and our work see [Gov.UK](#). For any queries contact the Natural England Enquiry Service on 0300 060 3900 or e-mail enquiries@naturalengland.org.uk .

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