

**Department for Environment Food and Rural Affairs**

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Mr O N Crosthwaite-Eyre  
Official Verderer  
Verderers Office  
The Queens House  
Lyndhurst  
Hampshire  
SO43 7NH

Our Ref: 15/188/0192 STEW  
27 February 2004

Dear Mr Crosthwaite-Eyre

**COUNTRYSIDE STEWARDSHIP SCHEME: AGREEMENT OFFER  
AGREEMENT REFERENCE: 16CSS012140**

I am pleased to confirm that the Department has accepted your application to enter the Countryside Stewardship Scheme.

I enclose with this letter:

- Two copies of your Agreement document.

Please ensure that you read your Agreement offer carefully. The Agreement offer will reflect changes which have been agreed with your Stewardship Adviser but which do not necessarily form part of your original application.

The Prescriptions refer to the New Forest Special Area of Conservation Management Plan, 2001. I understand that you already have a copy of this Plan, and that it can also be viewed at English Nature's office at 1 Southampton Road, Lyndhurst, Southampton SO43 7BU.

If, during the course of the Agreement, circumstances arise which mean you have difficulty complying with your Agreement, for instance:

- completing work as scheduled;
- existing or potential commitments with other bodies or schemes on the land subject to the Agreement;
- sale of land or changes to tenancy arrangements;

you should notify this office immediately to discuss the implications.

It is important that you keep to the terms of your Agreement. Any changes need to be discussed and agreed with this office and should be requested in time for your

Agreement to be amended to avoid you being in breach of your Agreement. Your Stewardship Adviser will also be able to give you advice on technical matters. He is:

Martin Froment, RDS, Defra, Government Buildings, 98 Epsom Road, Guildford Surrey, GU1 2LD.

Tel: 01483 404260, mobile 07748 146868.

Please note that if, as a result of the activities undertaken as part of your Stewardship Agreement, there will be changes to your IACS field numbers, areas or classification, you may need to inform your IACS processing section at the Rural Payments Agency using form IACS 22. You should ensure that any such changes plus any changes to land use continue to be reflected in your future IACS declarations. Failure to do so may result in delays in claim payment.

The field numbers and areas contained within your agreement will be checked as part of an ongoing process to ensure they are consistent with those on other ERDP Schemes and/or IACS Area Aid Applications. This is an EU requirement. We may therefore need to write to you again to update the field information in your agreement or to seek clarification from you in the event of any queries that may arise as part of this process.

### **Changes to your Agreement as a result of EC legislation**

You should be aware that, in signing your agreement, you will be agreeing to comply with any changes which might be necessary during the course of the Agreement as a result of changes to EC legislation. We will of course write to you if any such changes become necessary.

### **Agri-environment Review**

Your new agreement is offered to you as the usual ten-year agreement. However, you will probably be aware that Defra is currently undertaking a major review of our current agri-environment schemes, including Countryside Stewardship and you may have concerns about how this review might affect your new agreement. As the review is still at an early stage, it is too soon to predict what changes will be made to existing Schemes but it is unlikely that any new or revised scheme would be generally available before 2005. Before launching any new scheme, we would of course consider carefully what arrangements there might be for existing Stewardship agreement holders to be transferred into the new scheme. Details of these arrangements would be sent to you nearer the time.

### **Codes of Good Agricultural Practice for the Protection of Soil, Water and Air**

You will see that, under Section 3.10d of your Agreement, you will be required to retain a copy of the Codes of Good Agricultural Practice for the Protection of Soil, Water and Air for the duration of the Agreement. It would be helpful if you could

remind yourself of the contents as you are encouraged to follow the Codes in the course of all your farming activities.

Please note that we cannot accept the signed offer until consent has been obtained from English Nature. We have copied this offer to them and asked them to forward their consent to you, copied to ourselves.

If you wish to accept this offer please ensure that you sign both copies at page 12. You should retain one complete copy and return the other complete document to this office within two weeks of receipt.

If we have not received a signed agreement by the above date the Department reserves the right to withdraw the offer of agreement. If you envisage any problems in returning the document or have any queries about it you should contact this office immediately.

Yours sincerely

Julia Cooper  
**Countryside Stewardship Section Manager**

## Countryside Stewardship Scheme 2003

The objectives of the attached Agreement are described below. The management requirements of the Agreement are intended to achieve these stated objectives.

**Landscape:** By grazing with a mixture of cattle and ponies, maintain the complex mosaic of broadleaved woodlands, unenclosed wood pasture, heathland and wet and dry grassland that is characteristic of the New Forest landscape.

**Wildlife:** Achieve 'favourable<sup>1</sup> or unfavourable recovering condition status', for all unfavourable compartments within the New Forest SSSI, where grazing is the primary factor affecting conservation status. The target date for achieving this is 2008.

Graze the Open Forest with a minimum of 3,500 ponies and cattle per annum.

Inhibit further declines in cattle numbers grazing the Open Forest and ensure that in every year cattle and ponies each make up at least 25% of the grazing animals.

Develop a grazing management plan for the Open Forest by 31 December 2004. Identify target areas for support under the geographical areas and winter grazing supplements to be supported under the Countryside Stewardship Scheme

Support heathland restoration following woodland clearance in recently opened enclosures, through the provision of stock for grazing.

**History/archaeology:** Protect sites of archaeological interest from overgrazing. Support scrub clearance activity on archaeological sites, by encouraging follow-up grazing.

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Encourage the ancient practice of commoning by supporting environmental grazing within the Open Forest.

**Access:** Through the traditional practice of grazing, prevent scrub development and encroachment, allowing on-going and uninterrupted access to the Open Forest.

<sup>1</sup> As defined by English Nature and as determined by English Nature's condition assessment criteria.

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**This Agreement is between The Verderers of the New Forest**

**c/o The Official Verderer, Mr O N Crosthwaite-Eyre  
of Verderers Office, The Queens House, Lyndhurst, Hampshire SO43 7NH  
(‘You’, or ‘the Agreement Holder’)**

**and the Secretary of State for Environment, Food and Rural Affairs  
of Defra (RDS), Government Buildings, Coley Park, Reading RG1 6DT  
(“We”, “Us”, or ‘the Department’)**

**concerning land within the New Forest Perambulation boundary and marked on  
maps 1-23 as Lowland Heathland and Grassland Mosaic (LH4) or Grazed  
Woodland (P1) (“the Holding”)**

**The Agreement is set out in paragraphs 1-12 and seven Schedules. These cover:**

- 1. *How long this Agreement lasts***
- 2. *Land and capital works covered by this Agreement***
- 3. *What you agree to do***
- 4. *What we agree to do***
- 5. *Conditions for payments***
- 6. *Temporary changes to this Agreement***
- 7. *Review of payment rates***
- 8. *Things you must not do***
- 9. *Access***
- 10. *Consequences if you break this Agreement***
- 11. *Unforeseeable events***
- 12. *Resolving disputes.***

***Schedule 1. The Agreement Map(s)***

***Schedule 2. Management of land in this Agreement***

***Schedule 3. Management (Annual) payments***

***Schedule 4. Capital works payments***

***Schedule 5. Capital works specifications***

***Schedule 6. Standards of Good Farming Practice***

***Schedule 7. Grassland management***

***The Agreement as set out in paragraphs 1 to 12 and Schedules 1 to 7 forms the  
whole Agreement between you and us.***

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The legislation governing this Agreement is :

- **The Countryside Stewardship Regulations 2000 (SI 2000/3048), made under section 98 of the Environment Act 1995**
- **The England Rural Development Programme (Enforcement) Regulations 2000 (SI 2000/3044)**
- **Council Regulation (EEC) No 1257/1999 (the Rural Development Regulation) and**
- **Commission Regulation (EC) No 445/2002.**

**1. How long this Agreement lasts**

This Agreement starts on 1 October 2003 and ends on 30 September 2013.

**2. Land and capital works covered by this Agreement**

- a** This Agreement covers the whole of the Holding and the land ('the Agreement Land') which is shown coloured and labelled on the map of the Holding at Schedule 1 ('the Map'), all the capital works listed in Schedule 4 and those areas referred to in Schedule 7. If this Agreement is a renewal of one which expired on 30 September 2003, it also covers the capital works referred to at paragraph 3.12.
- b** The Holding is shown edged in grey on the Map.

**3. What you agree to do**

**3.1 You agree to comply with the provisions of this Agreement.**

**3.2 You will maintain your interest in the Agreement Land, and land which has capital items on it, for the duration of this Agreement (but see paragraph 3.7d and paragraph 5d below).**

**3.3 Management of the Agreement Land**

You will manage the Agreement Land as set out in Schedule 2 (details are also shown on the Map) and, where this Agreement contains grazing management measures, as set out in Schedule 7.

**3.4 Capital works**

- a** If there are any capital works to be done:
  - i** you will complete them as set out in Schedule 4, and
  - ii** follow the timetable in Schedule 4 (but see paragraph 6 below).
- b** You will do them as described in Schedules 2.4, 2.5 and 5.
- c** Throughout the period covered by this Agreement, you will maintain them to a standard that satisfies us. This includes replacement as necessary.

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### **3.5 Inspection/Monitoring Visits**

- a** You will allow our authorised officers or agents (e.g. from the Department's Rural Development Service (RDS)) onto the Holding to inspect or monitor the Agreement Land and/or the Holding.
- b** This may be at any reasonable time.
- c** If asked, you will accompany them during the inspection/monitoring, answer any questions and provide any information asked for.

### **3.6 Records**

- a** You will make, and keep, a record of all capital works or management carried out on the Agreement Land.
- b** This includes relevant financial accounts, receipted invoices and other documents (e.g. records of chemical applications, ploughing, harvesting etc.).
- c** You will do so throughout the period of this Agreement and for 2 years after it has finished.
- d** You will allow authorised officers or agents of the Department to inspect these records.
- e** You will let them do so within a reasonable time of their asking.
- f** You will provide, or let them make, copies of these records. (This is for the purpose of the Department's internal auditing of its accounts, and additionally to enable the Department to fulfil its obligations under EC legislation).

### **3.7 Changes in ownership/occupation**

- a** You will tell us of any changes to who owns or occupies the Holding or the Agreement Land or any parts of the Holding or Agreement Land.
- b** You will do this in writing.
- c** You will do so within three months of the change (but see paragraph 3.7d and paragraph 5d below).
- d** If the person or company taking over any of the land referred to in this Agreement does not agree to be bound by this Agreement, as appropriate, you agree to repay with interest any money you have received from us (in accordance with paragraph 5d and paragraph 10 below).

### **3.8 Other agreements**

- a** You will tell us in writing about any arrangement which applies or may apply to the Agreement Land or to any capital items covered by this Agreement.
- b** This includes an application or claim for any other public funding or other management agreement.
- c** You must not accept any other funding or enter into another agreement which applies to the Agreement Land or capital works covered by this Agreement without our written consent. The Scheme and EC Regulations do not permit more than one source of funding for the same activity.

### **3.9 Consent for alternative activities**

You must tell us about, and get our written consent for, anything you propose to do on the Agreement Land which may affect the purposes of this Agreement but which is not specified in Schedules 2, 3 or 4.

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### **3.10 Abide by Standards of Good Farming Practice across the Holding**

You must abide by standards of Good Farming Practice across the whole of your holding. This means that:-

- a** You must comply with the appropriate requirements of the Forestry Act 1967, the Ancient Monuments and Archaeological Areas Act 1979, Wildlife and Countryside Act 1981, Part III of the Food and Environment Protection Act 1985, the Control of Pesticides Regulations 1986, the Heather and Grass etc (Burning) Regulations 1986, the Water Resources Act 1991, the Control of Pollution (Silage, Slurry and Agricultural Fuel Oil) Regulations 1991 (as amended 1997), the Clean Air Act 1993, the Crops Residues (Burning) Regulations 1993, the Conservation (Natural Habitats etc.) Regulations 1994, the Ancient Monuments (Class Consents) Order 1994, the Plant Protection Products Regulations 1995, the Hedgerow Regulations 1997, the Groundwater Regulations 1998, and the Action Programme for Nitrate Vulnerable Zones (England and Wales) Regulations 1998;
- b** You must tell us if you are convicted of an offence under any of this legislation, or are the subject of a statutory enforcement notice. Where such conviction, or the activities to which the statutory enforcement notice relates, adversely affect the objectives of this Agreement, you may be breaking this Agreement and we can take action as at Section 10 below;
- c** You must comply with the standards of Good Farming Practice listed at Schedule 6;  
  
and
- d** You must retain copies of the Codes of Good Agricultural Practice for the Protection of Soil, Water and Air, and any amendments, for the duration of this Agreement. The Codes are published by us (PB0617 Soil, PB0587 Water and PB0618 Air).

### **3.11 Protection of traditional items and archaeological or other features on the Holding**

- a** In addition to abiding by the standards of Good Farming Practice at section 3.10 above, you must also protect and maintain any traditional items and any archaeological or other features which are on the Holding.
- b** Traditional items include walls, woodlands, hedges, hedgerow trees, ponds, wetlands, bogs, marshes, osiers and withies, ditches, dykes, rhynes, limestone pavements, cave entrances, swallow holes, sand dunes or areas of bare ground, mud flats, shingle and ungrazed saltmarsh.
- c** Archaeological or other features include those of geological or historical interest.

### **3.12 Protection of capital works completed under an earlier Scheme agreement**

If this Agreement replaces one which expired on 30 September 2003, you must take all reasonable care to protect, for the duration of this new Agreement, any capital works which you have completed and for which you have been paid under that earlier

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agreement. This also includes capital works completed as part of another Stewardship agreement now consolidated with this one.

### **3.13 Access**

- a** You will comply with sections 131, 134, 137, 146, 154, and 164 of the Highways Act 1980 as amended by the Rights of Way Act 1990.
- b** You will keep up existing Public Rights of Way where this affects the terms of this Agreement.
- c** You will allow any existing informal public access on the Holding to continue.
- d** If this agreement provides for payments for access, you will ensure that you have adequate public liability insurance.

### **3.14 Grassland Management**

- a** If this Agreement contains grazing management measures, you agree to maintain your current areas of grassland as set out in Schedule 7 for the duration of this Agreement; and
- b** You will be breaking this Agreement if you do not meet the requirements of Schedule 7 and we can decide to take appropriate action as set out in paragraph 10.

### **3.15 Publicity**

For any publicity, events, information or interpretative material on the Agreement Land, you must:

- a** get our written agreement
- b** acknowledge the support of the Countryside Stewardship Scheme, as part of the England Rural Development Programme.

You also agree to information about this Agreement being made available to the public.

### **3.16 Nitrate Vulnerable Zones**

If you are in a Nitrate Vulnerable Zone (NVZ), and there is an overlap in the requirements of this Agreement and the NVZ Action Programme rules, you must comply with whichever requirements are the more onerous.

### **3.17 Changes to this agreement as a result of European Community (“EC”) legislation**

Changes to EC legislation may affect the requirements of this Agreement. We will tell you about any changes well in advance.

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#### 4. What we agree to do

We agree to pay you as set out in paragraph 5, Schedule 3 and any amendments to it and, if applicable, Schedule 4 on condition that:

- a** you do what you agreed in paragraph 3;
- b** you meet the payment conditions in paragraph 5.

#### 5. Conditions for payment

For payment to be made:

- a** You must do what you agreed in paragraph 3 (we may make enquiries until satisfied that you have done so).
- b** For annual management payments:
  - i** You must send us a completed claim form each year.
  - ii** It must reach us by 31 October of the relevant year (time is of the essence).
  - iii** It must show details of the amounts due (as set out in Schedule 3, and any amendments to it, for the particular year).
  - iv** This includes claims for both land and access management.
  - v** You must supply any other information that we ask for.
- c** For capital works:
  - i** You must send us a completed claim form when you have completed any capital works as set out in Schedule 4.
  - ii** It must reach us by the date shown in Schedule 4 (time is of the essence).
  - iii** It must show the amount due for each capital work (see Schedule 4).
  - iv** You must give us any other information relevant to the work done that we ask for.
- d** You must not lose your control of the Agreement Land, or of land which has capital items on it, by:
  - i** leasing or letting it
  - ii** selling it
  - iii** ending your lease on it
  - iv** disposing of it in any other way.

**but**

you will not be breaking this Agreement if you lose control of the Agreement Land, or of land which has capital items on it and, within three months of that event, the person or company taking it over from you agrees to be bound by this Agreement.

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**6. Temporary changes to this Agreement**

- a** We may give written permission, from time to time, for you to change temporarily what you have agreed to do under this Agreement.
- b** This may allow you to:
  - i** vary one or more of the prescriptions in Schedules 2–5;
  - ii** vary all or only part of a prescription.
- c** The written permission will specify when you must revert to the original prescription.

**7. Review of payment rates**

- a** Payments will be reviewed by us at regular intervals during the life of this Agreement.
- b** Payments may go up or down or stay the same.
- c** We will tell you of any changes to payments at least one month before the start of the Agreement Year in which the changes take effect.
- d** If the annual payments for management go down, you may end this Agreement if:
  - i** it has been in operation for at least five years;
  - ii** the total payments are less than the amount for that year set out in Schedule 3;
  - iii** you do so in writing; and
  - iv** you have not already accepted any payment at the lower rate.

**8. Things you must not do**

You will be breaking this Agreement if:

- a** you make a false or misleading statement when
  - i** making an application,
  - ii** giving us information about this Agreement
 or
  - iii** making a claim for payment;
- b** you do not do what you agreed in paragraph 3;
- c** you do not meet the payment conditions in paragraph 5;
- d** you permit anyone to do anything on the Agreement land which you are not permitted to do under this Agreement.

**9. Access**

If this Agreement provides for payments for access, you will be breaking this Agreement if we find that:

- a** any part of the Agreement Land to which the public have access is unsafe
- b** there was already public access to the Agreement Land before this Agreement was signed,

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- and
- c we were not fully informed about this existing access.

## 10. Consequences if you break this Agreement

10.1 If you break this Agreement we can decide that:

- a you have to repay any money you have received from us;
- b you have to pay interest on the money for the time you had it;
- c you have to pay an additional 10% of the amount of money you received;
- d you will not receive any more money or may be paid a reduced amount;
- e the Agreement is to be ended

and you must comply with our decision.

10.2 If we decide to pay you any more money, we can delay the payments until you have done whatever we think is necessary to make good the effect of breaking this Agreement.

10.3 If we stop paying you or ask you to repay us, we may also end the Agreement by writing to you.

10.4 If you have made false statements in relation to this Agreement we can also stop you from receiving aid under any EU rural development measures, including this Scheme, for up to two years.

10.5 If you have made false statements in relation to **any other** EU rural development measures we can also stop paying you under this Agreement.

## 11. Unforeseeable events

If you cannot do what you agreed in paragraph 3 or fail to meet the payment conditions in paragraph 5, because of unusual or unforeseeable circumstances or because of events which could not have been avoided by reasonable action, we may decide not to impose the penalties listed at paragraph 10.

“Unforeseeable events” may include the following circumstances:

- a your death
- b you become unable to work long-term
- c you lose a large part of the Holding and you could not have foreseen this when you signed the Agreement
- d a severe natural disaster seriously affects agricultural land on the Holding
- e livestock buildings on the Holding are accidentally destroyed
- f an epidemic disease affects your livestock.

**but**

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you must satisfy us that unforeseeable events have taken place by sending us:

- i** the relevant evidence
- ii** in writing
- iii** within ten working days of the event.

If you die, your authorised representative must send us:

- i** the relevant evidence
- ii** in writing
- iii** within ten working days of being in a position to do so.

## **12. Resolving disputes**

- a** If there is a dispute between you and us about the withholding or recovery of payments and it cannot be resolved amicably, it will be considered by an independent arbiter. This person will be decided upon by agreement between you and us.
- b** If there is no agreement as to the arbiter
  - i** within 28 days after you have written to us asking for arbitration  
or
  - ii** within 28 days after we have written to you asking for arbitration

you can ask, or we can ask, for a person to be nominated independently by the President of the Royal Institution of Chartered Surveyors under the Arbitration Act 1996.

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Name: N T Beard

Title: Regional Manager  
Rural Development Service

Signature: .....

Date: .....

**For the Department**

Name: O N Crosthwaite-Eyre

Title: Official Verderer

For and on behalf of the Verderers  
of the New Forest

Signature: .....

Date: .....

**Agreement Holder**

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## SCHEDULE 1 - AGREEMENT MAPS

There are 25 hard copy maps and 2 summary maps accompanying this agreement offer.

Areas under agreement have been allocated to one of the 23 compartments, numbered NF1 to NF23. Each compartment has also been allocated to OS 1-km grid reference and a temporary field number.

The OS grid and field numbers have been used in schedules 2.2.1 and 2.2.2, which lists all the areas under agreement.

Within each compartment, habitats have been allocated to

**P1 - Grazed woodland (Riverine, Bog and Grazed woodland), coloured yellow**

Or

**LH4 - Lowland grassland and heathland mosaic** (wet and dry heath, riverine grassland, dry acid heath and mires) coloured in brown.

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## SCHEDULE 2 - MANAGEMENT OF LAND IN THIS AGREEMENT

### Schedule 2.1

<p>The following management prescriptions apply to all Agreement land identified in Schedules 2.2.1 to 2.2.2 of this Agreement unless specifically agreed otherwise in this or later Schedules.</p>	
<p>Inorganic or organic (e.g. farmyard manure) fertiliser, lime, slurry, sewage sludge or slag must not be applied to agreement land.</p>	
<p>Pesticides must not be applied except for the control of spear thistle, creeping or field thistle, curled dock, broad-leaved dock or common ragwort. Application must be by weed wiper or spot treatment. All pesticides must be applied in accordance with the Control of Pesticide Regulations 1986 and follow the Code of Good Practice for the safe use of pesticides on farms and holdings.</p>	
<p>The Forestry Commission or their approved contractors may apply pesticides for the control of bracken, or other invasive weeds, including those associated with woodland and ponds, providing such works have English Nature consent and meet legal requirements.</p>	
<p>There must be no ploughing or other cultivation, reseeding, rolling or chain harrowing.</p>	
<p>There must be no new drainage or modification to existing drainage systems aimed at improving water flow away from agreement land. This includes subsoiling and mole ploughing.</p>	
<p>Where Livestock Units (LU) per hectare are referred to in the following management prescriptions, the units below should be used to calculate stocking rates:</p>	
Beef cow (excl. calf)	1.0 LU
Cattle	
over 2 years old	1.0 LU
6 months-2 years old	0.6 LU
Adult ponies	1.0 LU
Donkeys	0.5 LU
<p>There must be no use of metal detectors or ground disturbance on sites of archaeological interest without prior written consent from Defra and English Heritage.</p>	

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## Schedule 2.2.1 - Grazed woodland (Riverine, Bog and Grazed woodland)

The management prescriptions below will be applied to the following fields in each of the years specified in schedule 3 to this Agreement.

*Please refer to the agreement maps NF1 to NF 23.*

<b>FIELD No</b>	<b>AREA</b>	<b>CODE</b>
SU1903 1506-A	33.40 ha	P1
SU2011 4777-A	106.37 ha	P1
SU2014 9895-A	153.46 ha	P1
SU2017 8401-A	46.12 ha	P1
SU2106 7588-A	267.25 ha	P1
SU2201 5848-A	189.60 ha	P1
SU2212 8636-A	126.05 ha	P1
SU2311 7739-A	87.63 ha	P1
SU2400 4610-A	70.13 ha	P1
SU2509 1571-A	28.27 ha	P1
SU2601 6082-A	87.91 ha	P1
SU2614 5877-A	543.87 ha	P1
SU3003 3329-A	337.41 ha	P1
SU3011 4110-A	509.76 ha	P1
SU3205 9642-A	149.07 ha	P1
SU3208 5925-A	146.92 ha	P1
SU3604 1380-A	317.21 ha	P1
SU3607 4779-A	34.58 ha	P1
SU4104 3025-A	67.42 ha	P1
SZ2999 3427-A	12.82 ha	P1
	<b>Total = 3,315.25 ha</b>	

Follow the Grazing prescriptions in the 'New Forest Special Area of Conservation Management Plan, 2001'.

Prepare a Grazing Management Plan by 31 December 2004, which reviews and updates the grazing elements of the SAC plan. Additionally, identify locations, areas and requirements for the Geographical Grazing and Winter Grazing supplements to be offered as part of the Verderers scheme.

Supplementary feeding is confined to the feeding of hay/straw/concentrates/ mineral licks in suitable containers/mineral blocks on sites approved by Defra.

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**Schedule 2.2.2 - Lowland grassland and heathland mosaic** (wet and dry heath, riverine grassland, dry acid heath and mires).

The management prescriptions below will be applied to the following fields in each of the years specified in schedule 3 to this Agreement.

*Please refer to the agreement maps NF1 to NF 23.*

<b>FIELD No</b>	<b>AREA</b>	<b>CODE</b>
SU1903 1506-B	645.90 ha	LH4
SU2008 5318-B	625.47 ha	LH4
SU2011 4777-B	765.74 ha	LH4
SU2014 9895-B	1104.73 ha	LH4
SU2017 8401-B	448.84 ha	LH4
SU2106 7588-B	879.47 ha	LH4
SU2201 5848-B	1115.18 ha	LH4
SU2212 8636-B	347.82 ha	LH4
SU2311 7739-B	390.96 ha	LH4
SU2400 4610-B	312.38 ha	LH4
SU2509 1571-B	239.86 ha	LH4
SU2601 6082-B	1098.89 ha	LH4
SU2614 5877-B	310.14 ha	LH4
SU2707 1428-B	266.85 ha	LH4
SU3003 3329-B	350.39 ha	LH4
SU3011 4110-B	185.77 ha	LH4
SU3205 9642-B	318.38 ha	LH4
SU3208 5925-B	606.05 ha	LH4
SU3400 4101-B	1282.80 ha	LH4
SU3604 1380-B	596.21 ha	LH4
SU3607 4779-B	555.88 ha	LH4
SU4104 3025-B	924.62 ha	LH4
SZ2999 3427-B	309.37 ha	LH4
	<b>Total = 13, 681.70 ha</b>	

Follow the Grazing prescriptions in the 'New Forest Special Area of Conservation Management Plan, 2001'.

Prepare a Grazing Management Plan by 31 December 2004, which reviews and updates the grazing elements of the SAC plan. Additionally identify locations, areas and requirements for the Geographical Grazing and Winter Grazing supplements to be offered as part of the Verderers scheme.

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Supplementary feeding is confined to the feeding of hay/straw/concentrates/ mineral licks in suitable containers/mineral blocks on sites approved by Defra.

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## **NO SCHEDULE**

Countryside Stewardship Agreement Schedules follow a standard numbering system. Not all Schedules will be relevant to all Agreements so Schedules may not be sequentially numbered. The following Schedules are not applicable to this Agreement:

*Schedule 2.3 Access*

*Schedule 2.4 All mapped boundaries*

*Schedule 2.5 Boundaries to be restored*

*Schedule 2.6 Other Capital Works*

*Schedule 4 Capital works*

*Schedule 5 Capital works specifications*

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### SCHEDULE 3 - ANNUAL PAYMENTS

Table No.	Code		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year10	
In			2003/2004	2004/2005	2005/2006	2006/2007	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	
Schedule 2	P1	Area (Ha)	3,315.25	3,315.25	3,315.25	3,315.25	3,315.25	3,315.25	3,315.25	3,315.25	3,315.25	3,315.25	
		Rate (£)	15.40	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00
		Sub Total £	51,054.85	72,935.50	72,935.50	72,935.50	72,935.50	72,935.50	72,935.50	72,935.50	72,935.50	72,935.50	72,935.50
2.2.2	LH4	Area (Ha)	13,681.70	13,681.70	13,681.70	13,681.70	13,681.70	13,681.70	13,681.70	13,681.70	13,681.70	13,681.70	
		Rate (£)	19.60	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00
		Sub Total £	268,161.32	383,087.60	383,087.60	383,087.60	383,087.60	383,087.60	383,087.60	383,087.60	383,087.60	383,087.60	383,087.60
<b>TOTAL ANNUAL PAYMENTS £</b>			£319,216.17	£456,023.10	£456,023.10	£456,023.10	£456,023.10	£456,023.10	£456,023.10	£456,023.10	£456,023.10	£456,023.10	

Please note:

1. The rates of payment shown on this Schedule are subject to review at regular intervals (see paragraph 7 of Agreement document).
2. Claims should be made annually in arrears between 1 October and 31 October in each year due.
3. Agreement years run 1 October - 30 September.
4. Rates shown for year 1 are the actual rates. This is calculated at 70% of the maximum rate. Rates in years 2-10 will be adjusted to reflect scheme uptake (see agreement annex).
5. Mapped areas and therefore payment rates, may vary according to updated mapping information or agreed changes e.g. opening/closing of enclosures.

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## SCHEDULE 6

### STANDARDS OF GOOD FARMING PRACTICE

**Under paragraph 3.10 of this Agreement you have agreed to abide by Standards of Good Farming Practice. These Standards are as follows:-**

- 1. Overgrazing:** you should avoid overgrazing, which means grazing your land so as to adversely affect the growth, quality or species composition of vegetation (other than vegetation normally grazed to destruction) on that land to a significant degree. Cases of suspected overgrazing will be investigated and failure to follow subsequent professional advice would be a breach of your Agreement.
- 2. Undergrazing:** stock should be distributed across your farm to ensure that under-utilisation is avoided: this is defined as 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. Cases of suspected undergrazing will be investigated and failure to follow subsequent professional advice would be a breach of your Agreement.
- 3. Supplementary Feeding:** Where supplementary feeding is permitted by your Agreement, the feed must be provided in such a way that the vegetation is not excessively trampled or poached by animals or rutted by vehicles used to transport feed.
- 4. Field Boundaries:** you must not remove or destroy any hedges or stone walls on your holding except by special derogation and subject to any necessary consent under the Hedgerow Regulations 1997. Enforcement will be through visual assessment of any recent damage during field checks.
- 5. Sites of Special Scientific Interest (SSSIs):** if you have an SSSI on your holding, you will not proceed with any potentially damaging operations without having first obtained approval from English Nature.
- 6. Silage and Slurry Stores:** if you construct a new silage or slurry store you must notify the Environment Agency before starting to use it. We will check to see if this notification has taken place.
- 7. Sheep Dip:** if you propose to dispose of sheep dip on your holding you must obtain prior authorisation from the Environment Agency. Checks will be made to see that either an authorisation has been obtained or that there is a reason why no authorisation is needed in that individual case.
- 8. Hedgerows:** do not trim hedgerows on your holding between 1 March and 31 July. Enforcement will be through visual evidence of recent damage during any checks carried out in these months.

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## SCHEDULE 7

### GRASSLAND MANAGEMENT

Where this Agreement includes grassland management, you must maintain the areas of permanent grassland, and at least 80% of the area of temporary grassland, on your farm\* as set out below.

In addition, you must not over-graze or under-utilise any of these areas and you must not exceed the maximum stocking density as also set out below.

	<b>IACS / OS field number</b>	<b>Total area of field (ha)</b>
<b>Permanent grassland</b>	<b>0</b>	<b>0</b>
<b>Total permanent grassland</b>	<b>0</b>	<b>0</b>
<b>Total Stewardship Grassland</b>		<b>16,996.95</b>
<b>Total temporary grassland</b>	<b>0</b>	<b>0</b>
<b>Total all grassland</b>		<b>16,996.95</b>

<b>Maximum stocking density (LU/ha) for your farm permitted under this Agreement</b>	<b>Range of 3,500 to 7,000 LU's, as cattle or ponies</b>
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\* "Farm" means the coherent area of land which is managed under the charge of the beneficiary or beneficiaries for the period of this Agreement. Land occupied under short-term tenancies and temporary grass keeps should not be included.

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**Annex to Countryside Stewardship Agreement Number 16CSS012140  
between Defra and the Verderers of the New Forest**

This summary annex sets out the roles and responsibilities of the Verderers, who are the agreement holders. It also outlines the role of other interested parties who will be involved in supporting delivery of this agreement.

This annex includes the following sections Page No.

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  - Active commoners - definition ..... 23
- Animal welfare ..... 23
- Eligible stock number ..... 23
- Financial matters ..... 24
  - Bank accounts and audit ..... 24
  - Reporting..... 24
  - Summary of administrative returns required ..... 24
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## **The Agreement holder**

This Countryside Stewardship Scheme Agreement (Ref: 16CSS0120140) will be managed and administered by the Verderers of the New Forest, who have sole responsibility for the delivery of the agreed Stewardship objectives.

In delivering this agreement the Verderers will be assisted by an Advisory Group which will comprise of Defra, English Nature, the National Trust, the Forestry Commission and the Commoners Defence Association.

To deliver Countryside Stewardship Scheme objectives, the Verderers intend to establish their own scheme, the 'Verderers Scheme' which will operate between the Verderers and active commoners.

## **Active commoners - definition**

The Verderers Scheme will only be available to 'Active Commoners', in layman's terms to a person who holds Rights of Common and actually uses them. An active commoner will be someone who has legally depastured their animals and paid a Marking Fee to the Verderers by 1 May of that year and whose name appears on the Verderers Marking Fee Register.

Any person who is on that list can deem themselves to be an Active Commoner, and all those wishing to apply to join the Verderers Scheme must have actively and legally depastured animals for at least twelve months prior to their application.

## **Animal welfare**

All animals supported under the Verderers Scheme must meet an entry standard of animal welfare before acceptance. Standards already exist for ponies and will be developed, by the Verderers, for cattle, donkeys and pigs by the end of year 2 of the agreement.

Animal welfare on the Open Forest will be monitored by the Agisters as part of their daily duties and the Verderers agisters will help deliver the Countryside Stewardship Scheme.

## **Eligible stock number**

All Commoners will need to relate the number of stock they enter into the Verderers Scheme to their previous turnout record. After the first year, this may be modified to allow natural fluctuations in individual Commoners' turn out.

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## Financial matters

### *Bank accounts and audit*

The Verderers will set up a separate bank account for receipts and payments made under the Countryside Stewardship Scheme. The scheme accounts must be audited annually by independent auditors. Financial records should be retained for a period of 6 years after the expiry of this agreement.

### *Reporting*

The Verderers will supply Defra with an annual return indicating the type and numbers of all stock paying marking fees, the number of animals and commoners supported under the proposed 'basic' Verderers Scheme and any individual Verderers scheme 'supplements' which are paid.

Each year the Verderers will submit example copies of the Verderers:commoners agreements to Defra.

### *Summary of administrative returns required*

Report	Timing	Frequency
1. List of active commoners	30 June	Annually, 2004-2013
2. Payments to commoners	31 March	Annually, 2005-2014
3. Audited account	31 March	Annually, 2005-2014
4. Verderers:commoners Agreements, examples	31 March	Annually, 2004-2013

## Reporting – technical and scientific

In October each year the Verderers will submit a technical and scientific report on the Scheme's progress. Defra and English Nature will provide further guidance, but as a minimum it will include

- Details of grazing activities on the Open Forest in the preceding year.
- Statement on the condition of heathland and pasture managed under Countryside Stewardship.
- Statement on any areas of land defined by English Nature as being in unfavourable condition, with proposed actions.
- Statement on issues of ecological, landscape or archaeological interest within

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the Open Forest, which are influenced by commoners grazing management.

- Synopsis of the activities of the Scheme Advisory Committee, its views and opinions and the response of the Verderers, as agreement holders.
- Brief proposals on future tasks and activities.

### *Summary of technical returns required*

Report	Timing	Frequency
1. Technical and Scientific report	31 October	Annually, 2004-2014

### **Advisory Group – make up and constitution**

Within the first agreement year the Verderers will establish an Advisory Group. The Verderers will invite representatives from the Commoners Defence Association, English Nature, the National Trust, the Forestry Commission and Defra to join the group.

The group should define its role in discussion with the Verderers and agree this in writing within 1 year. The Verderers representative will report to the group at each meeting on grazing activities within the forest; progress with the Countryside Stewardship Scheme and any activities managed under Verderers:commoners agreements. As a minimum, the advisory group should discuss the achievement of grazing objectives on the open forest. They should review empirical and scientific information and after each meeting report back, in writing, to the Chairman of the Court of Verderers. They should highlight any issues of concern and provide specific recommendations regarding scheme management, which might be amended by the Verderers, under the terms of the Verderers Countryside Stewardship Scheme with Defra.

### **Payment rates**

The Open Forest contains specific habitats which will be assessed during the agreement period using appropriate condition assessment schemes (e.g. English Nature condition assessments).

Areas of wet heath, dry heath, mires, wet grassland and dry acid grassland have been coded in schedule 1 (the agreement map) as LH4 (enhancing lowland heath) lowland grassland and heathland mosaic.

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Areas of riverine woodland, bog woodland and pasture woodland are coded as P1 grazed woodland.

Defra has agreed a negotiated area rate for each ha of the above habitat. This is based on the estimated costs associated with the grazing element within the standard rates normally paid under the Countryside Stewardship Scheme for these habitats.

Under the terms of this agreement the area mapped and boundaries have been determined by Defra cartographers and reviewed by English Nature and the Forestry Commission. Any errors should be reported to Defra for amendment.

The payment under Countryside Stewardship will be a percentage of the maximum annual payment. This will vary each year according to the % of animals grazing the forest which are managed under the Verderers scheme. For administrative and budget planning reasons this will operate one year in arrears.

### **Grazing on the Open Forest**

Under traditional management systems there have been fluctuations in stock numbers on the Open Forest. The advice of English Nature is that stock numbers should not be allowed to fall below 3,500 or exceed 7,000. At these limits the mosaic of New Forest habitats would be destroyed or severely damaged and additionally, at the higher limit there would also be concern for animal welfare. English Nature also recommend a mix of cattle and pony grazing, with a minimum of at least 25% of either stock type. There is no ecological justification for supporting more than 5,000 cattle/ponies on the Open Forest.

By signing this agreement, the Verderers agree to use their powers, both legislative and financial, to manage stock levels on the Open Forest within the above limits and to maintain the existing diversity and quality of the New Forest habitat.

The following rules apply to this agreement

- If stock numbers exceed 7,000 cattle/ponies, Defra reserves the right to withhold the annual payment.
- If stock numbers fall to below 3,500 cattle/ponies, Defra reserves the right to withhold annual payment.
- If the proportion of either cattle or ponies grazing within the forest falls below 25%, Defra reserves the right to withhold annual payment.
- The Verderers scheme must not support, under the basic payment option, more than 5,000 individual cattle/ponies.

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Additionally

- The Verderers Scheme must not financially support sheep grazing within the Open Forest due to the ecological damage they might cause.
- If applications from commoners for support under the basic scheme for ponies/cattle grazing the forest exceeds 5,000, the Verderers will limit payments. They will develop a formula, which allows all active graziers and eligible new entrants to enter the Verderers Scheme. Eligible commoners must not be excluded from the scheme.

### *Grazing Management Plan*

A grazing plan should be prepared by 31 December 2004. This plan will establish the ecological basis for future grazing prescriptions included within commoners grazing agreements. It should establish the current impact and future requirements for grazing in terms of type of stock, grazing intensity, duration and timing. It should indicate targets areas and approaches to support the planned supplementary grazing payments.

### *Supplementary feeding sites*

Up to 23 feeding sites may be nominated annually, in agreement with English Nature and the Forestry Commission. Locations should be reported to Defra in October each year. Additional sites to support supplementary grazing payments will be allowed only by prior agreement.

### *Changes in the land area under agreement*

All land managed within the Open Forest under English Nature WES agreements has been excluded, as this land is currently ineligible under Stewardship Scheme rules. Defra may include this land to the agreement at a later date, providing it meets eligibility criteria. Any such additions will be subject to normal Stewardship rules and procedures, but in addition, requests to add land will only be accepted at the end of agreement years 2, 4, 6 and 8.

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