**Farming in Protected Landscapes**

# **PERMISSION TO START, GRANT AGREEMENT, PAYMENT DETAILS**

|  |  |  |
| --- | --- | --- |
| **Agreement Date:**  | *[DD/MM/YYYY]* | For Office Use Only  |
| Application Ref: |  |
| Lead FiPL officer |  |
| **Total amount of grant:** | *[£XXX,XXX]* | Decision maker |  |
| Entered onto Database |  |
| Signed copy returned |  |
| **Parties***[Insert name of Awarding Body (in the case of National Landscapes this may be the accountable body ‘on behalf of XXX National Landscape Partnership)]* (‘Us’, ‘We’, ’Protected Landscape organisation’) and*[Insert Project grant recipient name and organisation e.g. Mr John Smith of Farmdale Farm]* (‘You’. ‘Your’, ‘The Applicant’)  |

**The Protected Landscape Organisation have completed parts of the following sections relevant to them:**

* Project Details
* Approved Purposes
* Claim Schedule
* Grant Agreement (sign and date)

**You must complete the following sections:**

* Partnership Funding
* Permissions and Consents
* Proof of Ownership or Tenancy
* Summary of any changes
* Grant Agreement (sign and date)
* Payment Details (complete, sign and date)

*You must not start any work on your project until you have the Protected Landscape organisation’s permission to do so.*

When you have completed this form, please print the full document and sign and date both the Grant Agreement and the Payment Details sections.

To receive approval from your local Protected Landscape organisation (National Landscape or National Park body), please take either of the following options:

* attach a scanned version of the signed form and send by email to your local Protected Landscape organisation (National Landscape or National Park body) team (preferred)

Or

* send the original signed hard copy by post.

Your Protected Landscape body will aim to approve these documents quickly once your forms are received. They will then sign this form and return it to you, and you can start work.

# **Project Details**

|  |  |
| --- | --- |
| Project Title |  |
| Project Reference Number |  |
| Organisation/Recipient |  |
| Agreement Offer Award Date  |  |
| Agreement Offer Expiry Date |  |
| Have you any current or previous relationship, connection or employment with any staff and members of the Protected Landscape organisation? Do you currently or have you previously worked with or been employed by staff and members of any Protected Landscapes organisation? | [ ]  **Yes** [ ]  **No**  |
| If *Yes*, please provide these details below: |
|  |

# **Partnership funding**

**Please provide here details of any partnership – *please* *attach proof of partnership and funding where this has not already been supplied.***

| **Source** | **Amount (£)** |  **Evidence Attached? (Yes/No/Provided previously)** |
| --- | --- | --- |
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Please note that this section relates to partnership funding for the particular FiPL application and grant itself (rather than any other partnership funds received by the applicant for other purposes).

# **Permissions and consents**

**Please provide here details of any permissions or consents required for your project – *please* *attach proof of permissions or consent where this has not already been supplied.***

| **Nature of permission / consent** | **Provided by** | **Date Received (R)** | **Date Anticipated (A)** | **Permission/consent Evidence (as attached / provided previously)** |
| --- | --- | --- | --- | --- |
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# **Proof of Ownership or Tenancy**

**Please provide here details of any proof of ownership or tenancy – *please* *attach proof of ownership or tenancy where this has not already been supplied.***

| **Proof of ownership** | **Permission/consent Evidence (as attached / provided previously)** |
| --- | --- |
|  |  |

# **Summary of any changes**

**Please provide here details of any changes to your proposals since you applied – *these will need to be approved before you can start work***

| **Summary of changes (if any)** |
| --- |
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# **Approved Purposes and Claim Schedule**

The table below sets out **agreed costs** for the project (“Approved Purposes”) and **when you can claim** for items and **evidence you must provide** to support your claim (“Claim Schedule”).

Items purchased and works carried out, as listed in the ‘Item’ column below, must match the specifications for those items given in your Application, including any supporting documentation you have provided and quotes.

The claim schedule identifies expected claim dates including any staged payments such as for revenue/management options. **Activity cannot be funded beyond 31/03/2026.**

|  |  | **Approved Purposes** | **Claim Schedule** |
| --- | --- | --- | --- |
| **Item #** | **Item Description** | **Quantity and unit of measurement (e.g. m)** | **FiPL Payment Basis** – CS, FIF, Access, Actual Cost | **FiPL Payment Rate Code** – standard rate items only | **FiPL Payment Rate Value (£)** – standard rate items only | **FiPL Intervention Rate (%)** – actual cost items only | **Total FiPL Grant Offered (£)** | **Expected Claim value(s)****£** | **Expected Claim by date(s)** (between 01/04/2025 - 31/03/2026) | **Evidence that must be provided with claim** |
| 1 | Dry Stone Wall restoration | 25m | CS | BN12 | 31.91 |  | 797.75 | 797.75 | 01/01/2026 | Photographs |
| 2 | Install signage | 1 item | Actual Cost |  |  | 80% | 60 | 60 | 01/06/2025 | Photograph and invoices |
| 3 | Hedge Planting | 100m | CS | BN11 | 22.97 |  | 2,297.00 | 2297.70 | 01/02/2026 | Photographs |
|  |  |  |  |  |  |  |  |  |  |  |
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|  | **Totals** |  |  |  |  |  | **3155.45** | **3155.45** |  |  |

**Measured target and outcomes**

The table below sets out the expected targets for the project against activities listed in the ‘’Approved Purposes and Claim Schedule’’, taken from the Protected Landscape management plan priorities and programme outcomes listed in Section 3 of your application form.

| **Project Title**  | **FiPL theme/s the project delivers***(Climate, Nature, People, Place)* | **Measurable FiPL outcomes the activity delivers****C1-4, N1-4,****PE1-3, PL1-3** *(as detailed on the application)* | **How does project activity contribute to your PLO’s local priorities/ management plan?***(list here the management plan targets)* | **Area (ha) of project being funded by FiPL contributing to the 30by30 target according to** [**Defra’s criteria**](https://www.gov.uk/government/publications/criteria-for-30by30-on-land-in-england/30by30-on-land-in-england-confirmed-criteria-and-next-steps#confirmed-criteria-for-30by30-on-land-in-england)*- area by ha, of in-situ conservation, as defined by the* [*Convention on Biological Diversity*](https://www.cbd.int/convention/articles/default.shtml?a=cbd-02) | **Contribution to the Environment Act Targets in the** [**Protected Landscapes Targets and Outcomes Framework**](https://www.gov.uk/government/publications/protected-landscapes-targets-and-outcomes-framework/protected-landscapes-targets-and-outcomes-framework)*(List here Target number(s) and description)* |
| --- | --- | --- | --- | --- | --- |
| Restoration of field boundaries and visitor signage | NaturePeoplePlace | e.g.PL1: The quality and character of the landscape is reinforced or enhanced PL2: Historic structures and features are conserved, enhanced or interpreted more effectively  | e.g.MP1 Looking after our natural and cultural heritage*The landscape delivers more for nature, farmers and the public, including climate change mitigation and other natural services* | e.g.25 | e.g.Target 10 Decrease the number of nationally designated heritage assets at risk in Protected Landscapes. |

 **Maintenance Plan**

The table below sets out the expected maintenance plan for the project activity listed in the ‘’Approved Purposes and Claim Schedule’’, taken from the project summary and expected outcomes listed in Section 3 of your application form.

| **Item #** | **Description of milestone activity** | **Milestone date**(Measurable outcomes assessed and recorded). **Date(s)** | **Milestone and Measure of success**  |
| --- | --- | --- | --- |
| 1 | Dry Stone Wall restoration | 1/1/202631/03/2026 | Dry stone wall fully restored. Application for SFI/ ELM |
| 2 | Install signage | 1/06/202531/03/202631/05/2030 | Signage installedNumber of visitors increased by 30%Paths maintained and accessible |
| 3 | Hedge planting | 01/01/202601/01/202701/01/2030 | Hedge fully plantedTree failures replaced/ aftercare completedHedge fully established |

# **GRANT AGREEMENT**

**Agreement between:**

* 1. *[Insert name of Awarding Body (in the case of National Landscapes this may be the accountable body ‘on behalf of XXX National Landscape Partnership)]* (‘Us’, ‘We’, ’Protected Landscape organisation’)
	2. *[Insert Project grant recipient name and organisation e.g. Mr John Smith of Farmdale Farm]* (‘You’. ‘Your’, ‘The Applicant’)

**In relation to property and/or works described in the Approved Purposes**

**You agree:**

* 1. To undertake the works described in the Approved Purposes, as developed to meet the scope and objectives of Your grant application, or to ensure their delivery;
	2. That no other funding has been received for the activities specified in the Approved Purposes that would constitute double funding;
	3. You have the authority to give permission for work to go ahead, and there are no other parties with interest in the site who have not given their permission for the work to proceed;
	4. That you will secure all necessary permissions, licences, consents or approvals required prior to starting work;
	5. To ensure that works are conducted in accordance with any agri-environment scheme or other conditions and prescriptions that the land may be subject to;
	6. To take ownership of and liability for any assets once completed, as set out in the Approved Purposes;
	7. To maintain and use the completed assets (and public access where this already exists) as part of the activities undertaken in the Approved Purposes:
	+ For capital infrastructure assets (including, but not limited to, fences, gates, building conversion), these should be maintained for a period of 5 years from the date of completion.  Should You sell land which includes these capital assets during the maintenance period then the responsibility for maintenance and use should be passed on to the new owner and the Protected Landscape organisation notified in writing.
	+ For machinery assets (for example, a brush harvester for grassland restoration), these should be maintained for a period of 5 years from the date of purchase.  Should You wish to sell the machinery asset during the maintenance period then You shall repay to the Protected Landscape within two months of such a request having been made a proportion of the payment made in accordance with the Repayment Scale (90% in year 1, 70% in year 2, 50% in year 3, 30% in year 4, 10% in year 5).
	+ For maintenance of natural, cultural and access activities (for example, management of grassland, restored limekiln, concession right of way), the requirement to maintain work delivered as part of the activities undertaken in the Approved Purposes will cease no later than completion of the programme on 31 March 2025, or sooner upon termination of Your Grant Agreement.
	1. In the event the land is sold, You will notify Us of the changes and advise the prospective owner of the conditions of the Grant Agreement. You must not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Agreement or any rights under it, to another organisation or individual, without the Protected Landscape organisation’s prior approval;
	2. To notify Us of any legal claims made or threatened against You which would materially and substantially adversely affect the delivery of the works or any matter that significantly delays or threatens the delivery of the works;
	3. We may hold information relating to the land and grant in accordance with the Data Protection Act 2018, and release details about the grant award in case of any requests under the Freedom of Information Act 2000.
	4. We may publicise in the press or any other medium details of the project, Your total programme grant funding awarded and short description of the Approved Purposes using any information gathered from Your initial grant application or any monitoring activities in accordance with paragraph 2.12. The Applicant consents to the Protected Landscape organisation carrying out any reasonable publicity about the grant and the Approved Purposes as required, from time to time;
	5. You must provide Us with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Protected Landscape organisation may require, from time to time, for the purposes of discussing, monitoring and evaluating fulfilment of Your obligations under the Grant Agreement. In addition:
	+ You agree to work with the local Protected Landscape organisation to participate in a proportionate project evaluation and, if required, consent to sharing information gathered from Your initial grant application and project activities for a programme evaluation led by an external evaluator;
	+ We may use photographs of the site for the purposes of monitoring, evidence and promotion of the project;
	1. That where agreed works are conducted under Your direction, You will comply with the Health and Safety at Work etc Act 1974 and all other acts, orders, regulations and codes of practice relating to health and safety in relation to the delivery of the works;
	2. That where agreed works are conducted under Your direction, You will ensure that any goods, works or services funded by the grant will be purchased and performed in compliance with all applicable law and good practice and in a workmanlike manner with good and sound materials in accordance with good design practice;
	3. If You do not comply with any of the obligations in the Grant Agreement, the Protected Landscape organisation may reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid, together with interest;
	4. Where We require any part or all of the Grant to be repaid in accordance with paragraph 2.15 above, You shall repay this amount no later than 30 days of the date You received the demand for repayment. If You do not repay the Grant within 30 days of a demand from the Protected Landscape organisation for payment, the sum will be recoverable summarily as a civil debt;
	5. The Protected Landscape organisation may exercise its rights set out in paragraph 2.15 if any of the following events occur:
	+ You use the grant funding for a purpose other than the funded activities or fail to comply with any of the other obligations of the Grant Agreement;
	+ You use the Grant for ineligible expenditure, defined as being outside of the activities outlined in the Approved Purposes;
	+ You do not, in the Protected Landscape organisation’s opinion, make satisfactory progress with the funded activities and to meet to a material extent the agreed outcomes set out in the Approved Purposes;
	+ You are, in the opinion of the Protected Landscape organisation, delivering the funded activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
	+ You obtain funding from a Third Party which, in the opinion of the Protected Landscape organisation, undertakes activities that are likely to bring the reputation of the funded activities or the Protected Landscape organisation into disrepute;
	+ You provide the Protected Landscape organisation with any materially misleading or inaccurate information and/or any of the information provided in Your grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which We consider to be significant;
	+ the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol;
	+ a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK’s obligations under the Trade and Co-operation Agreement or the terms of any UK subsidy control legislation;
	+ the Protected Landscape organisation determines (acting reasonably) that You have done any of the following:
		- acted dishonestly or negligently at any time during the term of the Grant Agreement and to the detriment of the Protected Landscape organisation;
		- failed to declare double funding for the Approved Purposes;
		- taken any actions which unfairly bring or are likely to unfairly bring the Protected Landscape organisation’s name or reputation and/or the Protected Landscape organisation into disrepute;
		- transferred, assigned or novated the grant to any Third Party without the Protected Landscape organisation’s consent;
		- ceased to operate for any reason, or You pass a resolution (or any court of competent jurisdiction makes an order) that your business be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
		- become Insolvent as defined by section 123 of the Insolvency Act 1986, or are placed into receivership, administration or liquidation, or a petition has been presented for Your winding up, or You enter into any arrangement or composition for the benefit of its creditors, or You are unable to pay Your debts as they fall due, or You are declared bankrupt;
		- incurred expenditure on activities that breach the Law.
		- acted in breach of existing UK legislation relating to farmers and land managers.
	1. You may not retain any unspent monies without the Protected Landscape organisation’s prior written permission;
	2. If at the end of the relevant Financial Year there are unspent monies, and You have not received prior written permission from the Protected Landscape organisation to do otherwise, You must repay such unspent monies to the Protected Landscape organisation no later than 30 days from the Protected Landscape organisation request for repayment.

**Additional Local Context:**

The Protected Landscape organisation will include any clauses that apply to You or its specific area, taking into account local context, in the box below. To note, any additional clauses must not contravene the rights of the Protected Landscape organisation outlined in Paragraph 2.15.

|  |
| --- |
| *2.20 [Enter clauses or delete as required]* |

**We agree:**

* 1. To fund the specified activities as described in the Approved Purposes up to the sum of **£XXX,XXX**;
	2. To pay the agreed sum following submission of a grant claim form and a site visit by Us to confirm satisfactory completion of the activities and works tied to the Approved Purposes;
	3. To seek confirmation that the activities and works are conducted in accordance with any agri-environment scheme or other conditions and prescriptions that the land may be subject to and are not double funded through such schemes;
	4. That where agreed activities and works are conducted under the direction of the Protected Landscape organisation, We will comply with the Health and Safety at Work etc Act 1974 and all other acts, orders, regulations and codes of practice relating to health and safety in relation to the delivery of the activities and the works;
	5. That where agreed activities and works are conducted under the direction of the Protected Landscape organisation, We will ensure that any goods, works or services funded by the grant will be purchased and performed in compliance with all applicable law and good practice and in a workmanlike manner with good and sound materials in accordance with good design practice;
	6. That where We determine to exercise our rights set out under Paragraph 2.15, We will notify You to that effect in writing, setting out any relevant details of the failure to comply with the conditions of the Grant Agreement, and details of any action that We intend to take or have taken;
	7. That with respect to the processing of Your personal data, We will comply with all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder). We will implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) (a), (b), (c) and (d) of the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019).

**Additional Local Context:**

The Protected Landscape organisation will include any clauses that apply to the Protected Landscape organisation, taking into account local context, in the box below. To note, any additional clauses must not contravene the rights of the Protected Landscape organisation outlined in Paragraph 2.15.

|  |
| --- |
| *3.8 [Enter clauses or delete as required]* |

|  |  |
| --- | --- |
| **Your declaration:** | **Our declaration:** |
| Signed: | Signed: |
| …………………………………………………… | …………………………………………………… |
| Name: | Name: |
| …………………………………………………… | …………………………………………………… |
| Date: | Date: |
| …………………………………………………… | …………………………………………………… |
| Position held: | Position held: |
| …………………………………………………… | …………………………………………………… |
| Business Name: | PL Organisation Name: |
| …………………………………………………… | …………………………………………………… |

# **Payment Details**

Please provide the following information.

The name provided under 'Account Name' must match the name on the bank statement, cheque or paying-in slip you are providing.

Please provide your name and signature or that of someone authorised to sign documents for your organisation. Once you print the Permission to Start form, this named individual is required to sign the hard copy form.

|  |  |
| --- | --- |
| Bank/Building Society Name |  |
| Branch Name and Address |  |
| Account name |  |
| Account number |  |
| Sort Code |  |
| Building society roll number |  |
| VAT Registration Number (if applicable) |  |
| Company Number (if applicable) |  |

|  |  |
| --- | --- |
| Name: | …………………………………………………… |
| Signature: | …………………………………………………… |