

Natural England
Customer Services
PO Box 10276
Nottingham NG2 9PD
Telephone 0300 060 1111
Website www.naturalengland.org.uk



Our Reference RR00778220
Date 20/08/2013

Mr Dan Richmond-Watson
The Estate Office
Wakefield Lodge Estate
Potterspury
NN12 7QX

Dear Mr Richmond-Watson

Environmental Stewardship

Entry Level and Higher Level Stewardship Agreement

Midhope

Agreement reference: AG00444068 (Please quote in future correspondence.)

I am pleased to confirm that your application for Entry Level and Higher Level Stewardship (ELS/HLS) has been successful. I attach with this letter the following papers:

- 1) Agreement acceptance/ rejection declarations for you to sign and send back to this office
- 2) Your ELS/HLS Agreement, which will be effective from 1st July 2013 to 30th June 2023 and consists of this letter and a further 7 parts as follows:
 - Part 1A: ELS annual payments
 - Part 1B: Annual payment schedule for HLS options (excluding capital works)
 - Part 1C: Annual payment schedule for all options (excluding capital items)
 - Part 2A: Parcel based options summary
 - Part 2B: Whole farm, rotational, farm building and access base payment options
 - Part 3: HLS Management of Environmental Features - Specific options, prescriptions and Indicators of Success
 - Part 4: HLS Capital Works Plan and payments (if applicable)
 - Part 5: Capital works specifications (if applicable)
 - Part 6: Grassland Management
 - Part 7: Maps, including Historic Environment Features map

Under this Agreement, Natural England undertakes to pay to you the amounts set out in Part 1 and Part 4 (where applicable) of your Agreement, in accordance with the rules contained within the ELS and HLS Scheme Handbooks and supplements (if any).

In return, you will enter into a legal commitment to carry out the ELS/HLS options listed in Part 2A and 2B of your Agreement. You must also undertake, if applicable, the capital works listed in Part 4 in accordance with the specifications set out in Part 5. If you have Grassland management as part of your agreement you must comply with the requirements of Part 6.

In addition:

- You will also be bound to follow the general management prescriptions on all of your agreement land (unless specifically stated otherwise in your agreement) as set out in the relevant editions of the ELS and HLS Scheme Handbooks and any relevant supplements.
- You must not accept any other EU funding or enter into another agreement which applies to the agreement land or capital works covered by this agreement without the written consent of Natural England. (EU Regulations do not permit more than one source of EU funding for the same activity.)
- You must fulfil your responsibilities relevant to any land on the holding classified as 'open access land' on a conclusive map published in accordance with Part 1 of the Countryside and Rights of Way Act 2000.
- You must allow any existing informal public access on the holding to continue.
- For any publicity, events, information or interpretative material on or about the agreement land, you must get written agreement from Natural England and acknowledge the support of the Environmental Stewardship Scheme, as part of the Rural Development Programme for England.

If you have SSSI land on your holding this agreement grants you permission under Section 28E of The Wildlife and Countryside Act 1981 (as amended) to undertake the agreed operations on your SSSI land. Please note that:

- This permission coincides with the agreed start and finish date of the agreement
- If you have any existing consents under S28E of The Wildlife and Countryside Act 1981 (as amended) for any operations in this agreement, these are suspended for the duration of the agreement (as per the Declaration and undertakings section of your application form)
- If you wish to undertake any additional operations during the lifetime of this agreement you must give written notice to Natural England
- Should you wish to continue the operations after the agreement has finished you must give written notice to Natural England

The Moorland Management Plan and maps contain the details for the work on the moorland within the Dark Peak SSSI, and the relevant details for the permissions contained within the agreement and referred to above

Please read each part of your agreement carefully together with the ELS and HLS Scheme Handbooks and supplements (if any) and in particular the section called 'What additional requirements will apply to my agreement?' to ensure that you are fully aware of the commitments that you will have to undertake during the period covered by your agreement. You must ensure that you have the relevant edition of the scheme handbooks and supplements (if any). The relevant edition will be the edition that was current on the start date of your agreement. If you are unsure which edition forms part of your Agreement, please contact your local Natural England office for advice.

It is important that you follow the rules outlined in the ELS and HLS Scheme Handbooks and supplements (if any). If, on inspection, you are found not to be complying with these rules you may be in breach of your agreement and some or all of your annual payment may be withheld or recovered. Please refer to the ELS and HLS Scheme Handbooks for more information on penalties.

If there is anything in your agreement which you think is incorrect, or which you do not fully understand, please discuss with your Natural England Adviser before you sign.

Once you have satisfied yourself that you fully understand all of the conditions and requirements that comprise this Agreement, please sign Declaration 1 and return it to me at the above address. To be valid, the Agreement must be signed and returned to Natural England by the 15th of the month before the agreement start date. If you cannot sign and return it before this date please contact me as soon as possible to discuss alternatives, as it will need to be re-issued with a later start date.

Please retain this letter and attached document, together with the ELS and HLS Scheme Handbooks and supplements (if any), since these are all part of your agreement. You should also be aware that the ELS Options Map also forms an integral part of your agreement and must be retained.

If you wish to proceed only with your ELS options but not the HLS ones, please sign Declaration 2 (attached) and return it to me within 14 days of receipt of this letter. As explained in the ELS Scheme Handbook, your new five year ELS agreement would not then start until the next monthly agreement start date 1st July 2013.

If, having read the agreement document, you do not wish to proceed with your agreement, please sign Declaration 3 (attached) and return it to me within 14 days of receipt of this letter.

May I take this opportunity to thank you for applying to take part in this very important environmental scheme. A sustainable and thriving rural economy is a major objective for the Government and increased environmentally friendly farming is a vital part of this. Your participation in this scheme will help to secure this objective. I hope you will find taking part in this Scheme both interesting and rewarding.

Yours sincerely

Richard Pollitt
03000601782
enquiries@naturalengland.org.uk