

TERMS AND CONDITIONS Version No. 1

EWGS - introductory Statement

Parties to this Contract

This contract is made between the Forestry Commissioners (in all parts of this contract called "us" or "we") and the person or persons listed in the contract (in all parts of the contract called "you").

Signing this contract

By your signature hereto you agree to be bound by the Conditions contained in this contract. We also agree to be bound by the said Conditions

Permission for felling trees

The English Woodland Grant Scheme contract does not give you permission to fell any trees described in the Grant Details. In order to approve your felling, we will consider your signed contract as your application for a felling licence. If we decide to approve the felling described in the Grant Details, we will issue a separate felling licence to cover this when we approve your contract

Notices

Any notice or other communication that you need to give under this contract must be given either in writing and be delivered or sent by post, or by electronic communication to us at our local Conservancy or Area office or to our National Office. If we need to give you notice, or our agreement is required under this contract, we must send it in writing or by electronic communication to you, unless we have agreed otherwise, at your address set out in this contract or, to the first of you named in this contract at the address given for that person.

Entire agreement

It is accepted by us and by you that no statement or representation of any nature made prior to the Approval Date, as defined in Condition 8, will form a term or Condition of this contract unless set out in writing in this contract.

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TERMS AND CONDITIONS

EWGS - Terms and Conditions

1. Restrictions on the land

You must tell us if there are any legal or other restrictions affecting the land, which could prevent the work or maintenance from being completed.

2. Archaeological sites

The work you do must not disturb areas identified as being of archaeological importance. Before you carry out the work affecting a scheduled ancient monument, you must first get the permission you need for such work.

3. Sites of Special Scientific Interest, National Nature Reserves, Special Protection Areas, Special Area of Conservation

Before you carry out any work on any of these areas, you must first get any permission you need for such work.

4. Public access

You must protect all public rights of way over the land. Unless we have agreed otherwise, or the land is "access land" within the meaning of the Countryside and Rights of Way Act 2000, you need not provide any other public access. If we, or any Local Authority, in whose area the land or any part of it lies, ask you to discuss the possibility of providing public access over the land, you must say whether or not you would agree to such access.

5. Grants for Public Access

If grants are paid for public access you must, from the date of payment of that grant let the general public, free of charge, have access to walk over the part of the land the grant is paid for. This access must be permitted for:

(a) Additional Contribution for public access under the Woodland Creation Grant - 30 years;

(b) Woodland Improvement Grant for public access:

- Up to and including £10,000 - 10 years;

- Up to and including £20,000 - 20 years; and

- Over £20,000 - 30 years.

Appropriate signage must be provided and/or maintained to ensure that members of the public are aware of this access permission. The public can only be excluded in those circumstances that we have agreed in the Grant Details.

Details of the public access agreed may be published in written or electronic form by the FC, or anyone we approve to do so.

6. Funding from other sources

You must tell us if a public body other than us has agreed to fund the work or any subsequent maintenance.

7. Standards of work expected and maintenance

The work agreed in the Grant Details (in all parts of this contract called "the work") must be carried out on the land shown on the map attached (in all parts of this contract called "the land").

You must carry out the work in the manner agreed in the Grant Details. After completion of the work, and until the end of the Contract Period as defined in Condition 8 you must carry out what is in all parts of this contract called the "maintenance", namely such maintenance and other work on the land as is reasonably necessary to ensure that the work is ultimately successful. You must carry out the work and maintenance with due care, skill and diligence and in conformity with the standards of environmental protection and practice set out in our published guidance and the UK Forestry Standard current at the date that this contract is approved.

8. Approval to carry out work and contract period

The approval period to carry out the work starts when we sign the contract (the "Approval Date") and expires on the 31 March of the financial year in which we have agreed to pay you a grant. We will not pay any grant for work carried out before the approval date or after the approval period for that work has expired.

The "Contract Period" in respect of each grant to which this contract applies starts on the date the grant is paid or, if the grant is to be made in several payments, on the date when the first of those payments is made. The "Contract Period" ends after the following periods, or on such earlier or later date as we may notify to you following an inspection or review of the work to which the payments made under this contract relate.

- Payment of Woodland Creation Grants (for new planting and natural colonisation) - 10 years from the date a first instalment is paid

- Payment of Additional Contributions to Woodland Creation Grants expressly for Public Access - 30 years from the date a first instalment is paid

- Farm Woodland Payments

a) For areas awarded 10 annual payments (new woodland comprising 50% or less by area of broad-leaved trees) - 20 years

b) For areas awarded 15 annual payments (for creating new woodland comprising more than 50% by area of broad-leaved trees) - 30 years

- Payment of Woodland Regeneration Grant (for restocking by planting or natural regeneration) in respect of each payment - 10 years from the date the payment is made

- Payment of Woodland Improvement Grant

a) Where the contract includes Woodland Improvement Grant payments for public access and the total of these is less than or equal to £10,000 - 10 Years

b) Where the contract includes Woodland Improvement Grant payments for public access and the total of these exceeds £10,000 but is less than or equal to £20,000 - 20 Years

c) Where the contract includes Woodland Improvement Grant payments for public access and the total of these exceeds £20,000 - 30 Years

d) All other Woodland Improvement Grant payments - 5 years

- Payment of Woodland Management Grant (five annual instalments) - 4 years.

9. Rates of grant to be paid

Subject to Conditions 8 and 11 and to your compliance with the remaining conditions, we will pay you grants of the types specified in this contract, so long as the work is done to our reasonable satisfaction. We will work out the grants using the rates quoted in this contract. We will use the rates quoted in this contract except in the case of Farm Woodland Payments where the rate payable will be that which is current at the time of each payment. Any grants we decide to pay you will be paid to you or your agent as set out in the Paying Grants sheet.

10. Area over which we will pay grant

The area over which we will pay grant will be based on the area we measure when we receive your grant claim and not any other area quoted in this contract.

11. Date by which you must claim grants

You must carry out the work agreed in the Grant Details and submit your claim form in respect of that work together with a map of the area on which the work has been carried out us by 31st March of the claim year agreed in the Grant Details, unless we agree a change to this contract. If you do not submit your claim for grant by this date of the claim year then no right to payment will arise under this contract and we will only pay grant at our absolute discretion.

12. Changes to the work

You cannot change the work, or any other details agreed in this contract unless we agree the change with you.

13. Inspection

You must let us, our officers and authorised persons, enter the land at all reasonable times during the Contract Period to check that you are keeping to this contract.

14. Terminating the contract - general grounds

We may terminate this contract immediately if:

- you do not keep to any Condition of this contract;
- you stop occupying the land or any part of it for any reason;
- any material information you gave us when you made this contract is false, misleading or incomplete;
- any material information you gave us when you make your claim for grant is false, misleading or incomplete;
- you, or any of you, are declared bankrupt or make a composition or arrangements with, or grant a trust deed for your creditors, or go into liquidation (other than a member's voluntary liquidation).

Before we terminate the contract or ask you to repay grant, we will give you notice of the reasons for termination of your contract. If we consider that the situation can be put right, we will give you the opportunity to put the situation right, within the time we specify.

15. Repayment of grant on termination under Condition 14

If this contract is terminated under Condition 14 above we will not pay any more grants under this contract.

If the contract is terminated because you stop occupying the land or any part of it for any reason, and the work is not successful for what would have been the rest of the time the contract was valid you will be liable to repay any grant you have received together with interest at the rate set from time to time by HM Treasury. The interest will be charged from the date the payable order or BACS payment was issued until the date that we write to seek reclaim unless we agree otherwise.

16. Terminating the contract if the approved work will have an adverse effect on the environment

If, following the Approval Date, we become aware of information or there is a change of circumstances as a result of which it appears to us that any work, which has not been completed, should no longer be approved for the purposes of this contract because:

- a) the work is not permitted by, or would only be permitted if formally approved under environmental law; or
 - b) giving a grant towards the carrying out of the work would not be consistent with our statutory duties with regard to the environment,
- and we notify you accordingly, then, the contract shall apply, with any necessary adaptation, only to the work completed at the date of our notice

17. Assigning this contract

This contract may not be assigned to a subsequent occupier of the land (or anyone else) without our permission

18. Reclaiming grant from monies due

If you are asked to repay grant, we may deduct this amount from any grants you are due now or in the future under this or any other agreement or contract with us.

19. Disputes

If you, and we, disagree about whether or not you have kept to the Grant Details or about the standard or extent of the work done, you or we may ask for the matter to be decided by an arbitrator chosen from a panel of arbitrators agreed jointly by us and the Institute of Chartered Foresters. You or we must give notice of this action to the other party. If you and we cannot agree to a suitable person within one month after notice, the President of the Institute of Chartered Foresters will appoint the arbitrator. Any other dispute shall be submitted to the courts in accordance with Condition 20.

20. Governing law

This contract will be governed by the Law of England and subject to the jurisdiction of the courts of England.

