



Cronfa Amaethyddol Ewrop ar gyfer Datblygu
Cwledig Ewrop yn Buddsoddi
mewn Ardaloedd Gwledig
The European Agricultural Fund for
Rural Development: Europe Investing in
Rural Areas



Llywodraeth Cymru
Welsh Government

www.cymru.gov.uk

Glastir

Glastir Advanced

Rules Booklet 1

Wales Rural Development Programme 2014-2020



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Key Messages

- The expression of interest has been developed digitally and is available through the RPW Online service. If you are already registered with RPW Online, access to the Glastir Advanced Expression of Interest will be available via the Applications and Claims section.
- If you are not yet registered with RPW Online and do not have an activation code, please call the Customer Contact Centre on 0300 062 5004 **as soon as possible**. They will send you the details you need through the post.
- Guidance on completing your Glastir Advanced Expression of Interest online is available from www.wales.gov.uk/rpwonline. If you need additional help to complete your online expression of interest, or are unable to complete this online, you should contact the Customer Contact Centre **as soon as possible** to discuss the digital support available to you.
- You should read this explanatory Booklet and the How to Complete Guidance before you submit your online expression of interest. If you are selected for Glastir Advanced and subsequently withdraw after you have received a visit by a Glastir Contract Manager, you will be excluded from the scheme for up to two years. It is therefore important that you have read and understood all the available literature prior to submitting an expression of interest and before accepting a visit by a Glastir Contract Manager.
- Expressions of Interest for a Glastir Advanced 2016 contract must be submitted by midnight on 6 March 2015.
- You should ensure that you meet all the eligibility criteria for the full contractual period of five years.
- You will be required to submit a Single Application Form (SAF) annually for the lifetime of the contract.
- Please respond to any queries raised by the Welsh Government regarding your Glastir Advanced Expression of Interest promptly. Failure to respond within the given time may prevent the offer of a Glastir Advanced 2016 contract to you.

- The Glastir scheme is subject to approval by the European Commission which may result in changes to this guidance. Changes will be publicised in Gwlad (www.gwladonline.org) and where necessary we will contact those affected.

Section A – Introduction

Glastir Advanced is a five year whole farm sustainable land management commitment which has been designed to deliver the following environmental aims:

- Reducing Carbon and Green House Gas emissions.
- Adapting to climate change and building greater resilience into farm and forest businesses.
- Managing our water resources to improve water quality and reduce flood risks.
- Contributing to economic sustainability of farms, forestry and the wider rural community.
- Protecting the landscape and the historic environment while improving access.
- Contributing towards a reversal in the decline of Wales' native biodiversity.

The Welsh Government will offer financial support through Glastir Advanced to fund environmental work targeted at specific locations which are best placed to deliver the aims of Glastir Advanced. Applicants are selected for Glastir Advanced following the submission of an Expression of Interest to the Welsh Government. The Expressions of Interest are then scored on the holdings ability to contribute towards delivering the aims of Glastir Advanced. Those with the ability to deliver the most towards the environmental aims are scored the highest and will be selected for Glastir Advanced. Farmers and land managers selected to join Glastir Advanced may need to consider making changes to their current agricultural practices in order to achieve the aims and comply with the contract.

There is no requirement for applicants to hold a Glastir Entry Contract to be eligible for Glastir Advanced. However, it is still possible to join Glastir Advanced if you have a Glastir Entry contract as long as it is in place before the start of the Glastir Advanced contract.

This guidance is for farmers and land managers who intend to submit an Expression of Interest for Glastir Advanced. It is not exhaustive and may be updated. The Glastir scheme is subject to approval by the European Commission and approval may result in changes to this guidance. Changes will be publicised in Gwlad (www.gwladonline.org) and where necessary we will contact those affected.

Glastir Advanced is jointly funded by the Welsh Government and the European Commission as part of the Rural Development Programme for Wales for 2014 to 2020.

Glastir Advanced is governed by the Welsh Statutory Instrument which applies to the Rural Development Programmes, Council Regulations (EU) No. 1305/2013, 1303/2013 and (EU) No. 1306/2013, Commission Regulation (EU) No. 808/2014 and (EU) No. 809/2014 and Commission Delegated Regulation (EU) 640/2014 and 807/2014 (all as amended from time to time). Copies of these Regulations are on the Welsh Government web site at www.wales.gov.uk or copies can be requested from the Rural Payments Wales Customer Contact Centre.

Section B – Management Requirements of Glastir Advanced

A Glastir Advanced management requirements comprise of the following:

- Cross Compliance
- The Whole Farm Code
- Glastir Management Options
- Glastir Advanced Capital Works.

Cross Compliance

A set of compulsory requirements which applies to all your agricultural land:

- Keep land in Good Agricultural and Environmental Condition (GAEC) by meeting a range of standards that relate to the protection of soil, water, habitats and landscape features.
- Meet a range of Statutory Management Requirements (SMRs) covering the environment, public and plant health, animal health and welfare, and livestock identification and tracing.

Details of Cross Compliance are contained in the Farmer's Guide to Cross Compliance and on the Welsh Government's website: www.wales.gov.uk.

The Whole Farm Code (WFC)

The Whole Farm Code is a set of compulsory requirements which must be followed for the full term of the contract and apply to all the land entered into the contract.

Further details are available in the Glastir Advanced Rules Booklet 1: Whole Farm Code and Management Options..

Glastir Advanced Management Options

There are approximately 90 area based Management Options which have been designed to address specific Glastir objectives which underpin the aims of Glastir. A list of the objectives is available at [Annex 1](#). The Management Options available to you will depend

on the objectives identified on the holding and the nature of the land. The types of Options available to you may include:

- Arable Options such as unsprayed spring sown cereals or wildlife cover crops. These crops are intended to provide food and cover for species such as turtle dove or rare arable flowers.
- Habitat Management Options for heathland, grassland and woodland etc. For example haymeadow reversion to provide foraging areas for bees and the prevention of soil and nutrient run off into watercourses.
- Nutrient Management Options such as slurry injection and nutrient management planning to prevent the over application of slurry and fertilisers to reduce nutrients leaching into watercourses.

Only the Management Options that deliver the objectives identified on your farm can be offered within your Glastir Advanced contract. For example if one of the objectives identified on your farm is lapwing, suitable Management Options would include managing marshy grassland and growing spring cereals.

If you have ancient semi natural woodland on your farm you will be required to stock exclude at least 80% of the woodland and, subject to the total amount of woodland on your holding you may be required to produce a Forest Management Plan. The Management Plan will need to be produced by a Management Planner who is registered with the Welsh Government and funding towards the production of the Forest Plan will be available through Glastir. Only works identified within the Forest Management Plan can form part of your Glastir Advanced contract.

If you have land located in a Water Quality Priority and/or Freshwater Pearl Mussel area an officer from Natural Resources Wales may visit your holding to identify works that will assist you in managing and utilising soil nutrients and water more effectively. In order to undertake this work the Natural Resources Wales officer will need to take soil samples and assess the farm. A Manure Management Plan and Nutrient Management Plan may also have to be produced for your farm. This package will assist the Contract Manager to choose the most appropriate Management Options to gain the best outcome for these objectives.

Management Options are paid on a per hectare basis in the main and each Option has a separate payment rate. Further details of the Management Options and their payment rates are available at [Annex 2](#).

Glastir Advanced Capital Works

There are approximately 190 Capital Works available in Glastir Advanced, which are available for specific objectives. The types of Capital Works include:

- boundary works such as fencing or stone wall restoration – intended to control stock grazing for specific Management Options or to enhance landscape features
- installing culverts intended to reduce soil erosion, or enable water management
- vegetation management such as rhododendron control or heather restoration – intended to increase biodiversity
- improve public access e.g. gates and stiles
- works to improve historic features or structures.

Only Capital Works that contribute to the objectives identified on your farm can be included within your Glastir Advanced Contract. For example, hedgerow restoration contributes towards the horseshoe bat and the brown-banded carder bee objectives. In addition, the landscape and historic landscape objectives can be achieved by undertaking works such as dry stone wall restoration.

Each Capital Works has a separate payment rate and the works must be completed in the years specified in the Contract. If Capital Works are not completed in the years specified this could result in no payment for the item or a penalty. Further details of Capitals Works and their payments rates are available at [Annex 3](#).

Section C – Eligibility

Glastir Advanced is a whole farm commitment. This means that you must enter all land that you have Management Control over. If you are offered a contract and it is later established that you did not include all of your eligible land, your contract may be terminated and any payments made may be recovered with interest..

To be eligible for Glastir Advanced you must:

- be a registered customer with the Welsh Government and have been issued with a Customer Reference Number (CRN)
- have registered all of your land with the Welsh Government's Land Parcel Identification System (LPIS)
- have a minimum of three hectares of eligible land
- be the sole claimant of European Aid schemes (e.g. Basic Payment Scheme and Glastir) on the land
- include all eligible land into the Glastir Advanced contract.

Land eligibility requirements

- You must have management control over the land for the duration of the contract (five years). If you are a tenant and are unlikely to have management control for the full five year period, you may still be able to include the land under a Landlord Indemnity arrangement. Further details are available at [Annex 4](#).
- Only whole field parcels will be eligible.
- Only field parcels located in Wales will be eligible.
- Common Land that has been registered as a parcel with the Welsh Government's LPIS, where you have sole registered grazing rights or are the sole active grazier (subject to written agreement from all others with registered grazing rights) and claimant.

The following land is not eligible for Glastir Advanced

- Land that is located outside Wales.
- Common Land with multiple graziers.
- Field parcels that are subject to shared grazing.
- Part field parcels.
- Field parcels that are being used to claim for European Common Agricultural Policy payments by another farmer.
- Developed land, e.g. permanent caravan sites, golf courses.
- Field Parcels less than 0.1 hectares

Land in other schemes

Details of the relationship between Glastir Advanced and land entered into other schemes, and exceptions to this rule, are set out below:

Basic Payment Scheme (BPS)

Land on which you claim BPS in 2015 is eligible for Glastir Advanced. Land under Glastir Advanced Management Options that do not meet the requirements of BPS (e.g. streamside corridors) may still be eligible for BPS payments if you used the land to generate a payment for SPS in 2008. However, land that does not meet the minimum payable parcel size for BPS and areas of existing ponds and ponds created under Glastir may not be eligible for BPS. Further details are available in the latest BPS Rules Booklet.

Glastir Entry

If you already hold a Glastir Entry Contract, you can still submit an expression of interest for a Glastir Advanced Contract starting from 1 January 2016. It is no longer necessary to have an existing Glastir Entry Contract prior to entering Glastir Advanced, and those who entered Glastir Entry on the Reduced Entry Level Threshold are also eligible to submit an Expression of Interest.

Once selected for Glastir Advanced you cannot apply for Glastir Entry unless you withdraw your Glastir Advanced Expression of Interest. Once you have entered in to a Glastir Advanced Contract the Welsh Government will not accept subsequent applications for Glastir Entry.

If you already hold a Glastir Entry Contract it may be necessary to amend Management Options you have chosen if they are not compatible with Glastir Advanced objectives.

Glastir Commons

Grazing Associations with an existing Glastir Commons contract and who have been offered a Glastir Advanced contract previously will no longer be eligible for Glastir Advanced.

Glastir Organic

Land entered into Glastir Organic can be included in a Glastir Advanced Contract. However, you may be required to stock exclude areas under Glastir Advanced making them ineligible for Glastir Organic. Glastir Advanced arable Options are not eligible as Glastir Organic Payment Rate 1 Crops. Further information regarding Glastir Organic is available at on the Welsh Government's Website www.wales.gov.uk.

Woodland Schemes

Woodlands currently under a Farm Woodland Premium Scheme, Farm Woodland Scheme, Woodland Grants Scheme, Improved Land Premium, Better Woodlands for Wales, Glastir Woodland Management, Glastir Woodland Creation and Glastir Woodland Creation Premium can be included within your Glastir Advanced Contract area, but that land is not eligible for Glastir Advanced Management Options.

Land Included in a Natural Resources Wales Management Agreement

Land entered into a Section 15 (S15) or Section 16 (S16) Management Agreement with Natural Resources Wales (NRW) can be included within your Glastir Advanced Contract area, but that land is not eligible for Glastir Advanced Management Options due to the potential for double funding.

Scheduled Ancient Monument (SAM) Management Agreements

Scheduled Ancient Monuments and other land covered by a CADW management agreement can be included within your Glastir Advanced Contract area, but that land is not eligible for Glastir Advanced Management Options.

Nature Fund

If you receive payments for activities from the Nature Fund the areas covered by these activities may not be eligible for Glastir Advanced due to the potential for double funding.

Funding from other Sources

If you are receiving payment from any other source for works required under a Glastir Advanced Management Option this would be considered as double funding.

Please note that it is your responsibility to ensure you do not sign a Glastir Advanced Contract with Management Options or Capital Works which overlap with any other agreement and that there is no conflict of management requirements between schemes.

If it is later established that you are receiving funding from another source for Management Options under Glastir Advanced, this could result in financial penalties, the recovery of payments and possible termination of your Contract.

Designated Areas

Site of Special Scientific Interest (SSSI), National Nature Reserves (NNR), Special Protection Areas (SPA) and Special Areas of Conservation (SAC)

Land designated as a SSSI (including SPAs and SACs) or a NNR can be included within your Glastir Advanced Contract area, but the requirements of your Glastir Contract must not conflict with the management requirements of land under such designations.

Natural Resource Wales (NRW) are the relevant authority for the management of SSSIs and NNRs. It is a legal requirement to obtain written consent from NRW where Management Options are located on that land.

Registered Parks and Gardens, Scheduled Ancient Monuments (SAM) and other Historic Environment Features

The requirements of your Glastir Advanced Contract must not conflict with the management requirements on land designated as a Scheduled Ancient Monuments or result in damage to Registered Parks and Gardens, Scheduled Ancient Monuments or other Historic Environment Features. CADW are the relevant authority for the management of SAMs and Registered Parks and Gardens. Written consent may be required from CADW where you intend to undertake Options on that land.

If you intend to undertake Options involving ground disturbance on a Historic Environment Feature consent from your local Welsh Archaeological Trust will be required.

Land Used for Sporting Activities

If you use your land for sporting activities which will result in a breach of your Contract (e.g. damage to habitat land) this area may need to be excluded from your Glastir Contract.

It is acceptable to carry out low impact country pursuits such as shooting, fishing, motor trails and horse riding providing there is no resultant damage to existing habitats. When considering such pursuits it is advisable to follow the appropriate Code of Good Practice, where in force, such as the Code of Practice for the Organisation and Management of Sporting Off Road Motorcycle Events (www.mscode.co.uk).

Land permanently used for sporting activities (e.g. Golf Courses) is not eligible for Glastir Advanced.

Section D – Applying for Glastir Advanced

This Section explains how to submit an Expression of Interest and the process of selection for Glastir Advanced.

Submitting an Expression of Interest (EOI)

You can make an Expression of Interest for Glastir Advanced by accessing Rural Payments Wales (RPW) Online. If you already have a Customer Reference Number (CRN) you should have received a letter in February 2014 with an Activation Code to set up your account. If you no longer have this, please telephone the Customer Contact Centre on 0300 062 5004 (Monday – Thursday 8:30 – 17:00, Friday 8:30 – 16:30) and tell the operator your CRN. They will send you a new Activation Code.

Once registered, you can access your RPW Online account from www.wales.gov.uk/rpwonline. The Glastir Advanced Expression of Interest is available from the Applications and Claims section of your account. There is detailed guidance on completing your Expressions of Interest available from www.wales.gov.uk/rpwonline.

If you have any questions about registering for RPW online or completing your Expression of Interest, please contact the Customer Contact Centre on 0300 062 5004. They will be able to provide advice about digital support available to you. .

Further details regarding Rural Payments Wales Online are available on the Welsh Government's Website (www.wales.gov.uk/rpwonline).

Expressions of Interest for a Glastir Advanced Contract starting on 1 January 2016 can only be submitted between 9 February 2015 and midnight on the 6 March 2015. The next opportunity to submit an Expression of Interest is likely to be in autumn 2015 for Glastir Advanced Contracts commencing 1 January 2017 subject to budgetary provision.

Important Note: If you are selected for Glastir Advanced and subsequently withdraw your Expression of Interest after a Glastir Contract Manager's visit you will be excluded from applying for Glastir Advanced for two years. It is therefore important that you read and understand all of the available Glastir Advanced literature prior to submitting your expression of interest.

The Selection Process

The Glastir Advanced selection process assesses each holding's ability to contribute to the aims and objectives of Glastir. A number of maps showing the distribution of the Glastir Advanced objectives throughout Wales have been developed. Your holding will be assessed against the objectives identified on the maps and will be allocated a score based upon its ability to deliver an outcome towards the Glastir objectives. The highest scoring farms will receive a visit from a Glastir Contract Manager to discuss the most suitable combination of Management Options and Capital Works that need to be undertaken for the objectives the holding has been selected for. The basis of the scoring process may change in future years to reflect changing Glastir priorities. This means that a low scoring Expression of Interest that is unsuccessful in one year may be successful in future years. You will be notified whether your Expression of Interest has been successful or not and informed of the objectives identified on your holding that were used to calculate your score.

Glastir Contract Manager Visits

If you are selected for Glastir Advanced, a Glastir Contract Manager will arrange to visit your holding. The Contract Manager will have expert knowledge that will assist them in determining which Management Options and Capital Works are most suitable to achieve the objectives on your holding.

Glastir Advanced Contracts

Once the holding visit and discussions are complete your Contract Manager will draw up a Glastir Advanced Contract for your holding. You must carefully consider if this contract suits you and your business. If you are content with the contents of the Contract, you should sign both copies of Section 5 and return one of the copies to the Welsh Government. If you want to request changes you should contact your Contract Manager as soon as possible so that they can be considered. Your Contract Manager will not be able to make large scale changes to the Contract because the Management Options and Capital Works have been chosen to best address the objectives for which your holding has been selected.

If you choose not to sign the Contract that you have been offered the Contract offer will be rejected and you will not be able to submit a future Expression of Interest for a period of up to two years.

Section E – Payments

You will receive an annually management payment for the Whole Farm Code and the Management Options included in your contract. The payment is made retrospectively for the contract year from February in the following year once your claim has been fully validated. For example the annual management payments for 2016 will be made from February 2017.

Annual management payments can only be paid following successful validation of:

- Single Application Forms;
- all land declared under all Rural Development area based schemes, and
- compliance with all Rural Development area bases scheme rules.

The Welsh Government will only make payments by BACS which will be in pounds sterling. If you already receive any agricultural support you will be receiving payment by BACS and will therefore not need to do anything else. If you are a new customer to Rural Payments Wales you will be required to complete a BACS form which is available from the Customer Contact Centre.

You must claim Glastir Advanced Capital Works separately during the calendar year stated in your contract. Payments for Capital Works will be made following the successful validation of Capital Works Claims.

In order to receive payment you must:

- have entered into a Glastir Advanced Contract and adhere to all the contractual requirements , including Cross Compliance
- Submit a Single Application Form annually to claim your annual Management Payment. Claims for payments must be received by the Welsh Government no later than 15 May each year to avoid late claim penalties.
- declare all agricultural and non agricultural land on your holding on the Single Application Form.

- not make a false or misleading statement or declaration, or furnish false or misleading information.
- not artificially create the conditions required to obtain the payments (for example, splitting field parcels to obtain higher payment).
- allow all land to be inspected at any time following notification by the Welsh Government or other authorised persons and provide any document or record that the Welsh Government or other authorised persons may require.
- notify the Welsh Government within 30 days in the event of any changes that impact on your contract or the land included in your Glastir Advanced Contract.
- submit completed Capital Works Claim Forms in the year stipulated in your contract using the claim forms provided to you. If appropriate you must also provide any supporting documentation as required for specific Capital Works items such as receipts or invoices.

Section F – Contract Amendments

Transferring or Selling Land under Contract

When you sign your Glastir Advanced Contract you are making a commitment for five years. If you subsequently sell or transfer all or part of your land during the five years contract period, you may be subject to financial penalties and / or having to repay money you have already received.

The transfer of a Glastir Advanced Contract to a new occupier is subject to approval by the Welsh Government. Where the prospective new occupier decides to take over the Glastir Advanced commitment from you and the land continues to meet the minimum eligibility criteria, the new occupier must continue with the commitment on the land transferred for the remainder of the contract period. The prospective occupier should be made aware of the Glastir Advanced commitment in advance of agreeing to the transfer of the land in question.

Following the sale or transfer of part of your land, any land which you retain and is the subject of the original Glastir Advanced Contract must continue to meet the minimum eligibility criteria. In the event that this does not happen, you will be required to repay all of the payments made in respect of that land with interest.

If you transfer or sell any land which forms part of your Glastir Advanced Contract then you must notify the Welsh Government in writing within 30 calendar days of the event. Failure to notify the Welsh Government within this period is likely to result in a penalty.

In the event that you transfer and sell any land under a contract and the Welsh Government considers that the environmental objectives of Glastir Advanced have been undermined as a consequence, the contract may be terminated and all payments made recovered with interest.

Acquiring Additional Land during the Contract Period

If you acquire land after your contract start date which was not previously under a Glastir Advanced Contract this land cannot be added to your Glastir Advanced Contract.

Land Changes and Land Sale Notification Requirements

You will be required to inform the Welsh Government of changes to field parcels within 30 days of the change.

These changes include:

- Fields not previously registered for IACS purposes (i.e. have not previously been included on the Single Application Form (SAF)).
- Fields which have been permanently divided.
- Fields which have been permanently amalgamated.
- Fields which have new boundaries.
- Fields which have changes to their permanent features.

You will also be required to inform the Welsh Government of changes to land occupation including changes of ownership and any tenancy agreements within the 30 days.

To notify the Welsh Government of these changes you will need to submit a *Field Maintenance (FM) Application Form* within 30 days of the change.

Legislation Changes (Including Changes in Interpretation)

European Regulations may change from time to time and you will be required to abide by any changes imposed following notification from the Welsh Government.

Changes to Scheme Rules

We may need to make changes to your contract. For example, we may need to update the management conditions to take account of the latest scientific advice, amend scheme rules to take account of any changes within the Wales Rural Development Plan or revise payment rates. We will publicise changes in Gwlad, on the Welsh Government website (www.wales.gov.uk) and where necessary write to you.

Section G – Inspections and Record Keeping

The Welsh Government must enforce the Glastir Advanced rules. Inspections will include on farm inspections and the use of Global Positioning Systems, aerial photography and the use of satellite imagery.

On Farm Inspections

Inspecting officers may need to count and verify the number of animals on your holding and check the land details and accuracy of any relevant documentation and record keeping. When it is necessary to inspect animals, the whole flock or herd may need to be checked. You will be expected to gather your animals in a convenient place, and ensure that sufficient labour and adequate safe handling facilities are available.

Inspections will be spread over the year and will cover all the commitments and obligations which can be checked at the time of the visit. The Welsh Government and the specialist control bodies will try to ensure that visits cause you the minimum of disruption but some checks require inspections to be unannounced, which means it may not be possible to give you notice of a visit. Inspections may occur more than once during a calendar year.

If you refuse to allow an inspection, or obstruct an inspector or fail to give reasonable assistance, you will lose your payment and may be prosecuted.

Record keeping

You must keep all records and information you need to evidence that you have provided complete and accurate information and have complied with your undertakings. There are specific livestock record requirements and management activity records to be retained for the Whole Farm Code and certain Management Options. Example templates for a stock management diary and management activity diaries can be found at [Annex 6](#).

You will also be required to:

- Supply to the Welsh Government any information about your Glastir Advanced Contract and supply that information within the period determined by the Welsh Government.
- Make available to the Welsh Government, its authorised persons or its agents, records, accounts, receipts and other information including access to computer data

relating to your Glastir Advanced Contract. Permit the Welsh Government to remove any such document or record to take copies or extracts from them.

Section H – Penalties

Penalties are applied where land has been under or over declared, a breach of the Glastir rules has taken place or cross compliance requirements have not been followed.

Under Declaration

Failure to declare all the agricultural land/areas on your holding on the Single Application Form (including all owned and rented in land and not just that on which you are entering into Glastir e.g. woodland/forestry, tracks, yards, hardstandings, etc) may result in your Rural Development and Basic Payment Scheme payments' being reduced.

Over Declaration

Over Declaration penalties will be applied where the area declared for Glastir on the Single Application Form (SAF) is more than the determined area. Penalties are calculated using areas declared on the SAF which receive the same rate of aid (referred to as crop groups).

Breaches of Contract

Breaches of contract may be identified from administrative checks or on-the-spot inspections and you will be notified in writing if breaches are found. Where breaches of contract are discovered appropriate levels of reductions and/or exclusions will be determined according to the level of severity, extent, duration, reoccurrence of the breach and will also be applied to previous year's payments.

Where we consider a breach to be so serious that it cannot be rectified, this may result in the termination of your Contract. In serious circumstances this may also result in you being prohibited from entering another Rural Development scheme, for up to two years.

The breaches are assessed against verifiable standards relating to the scheme commitments and a penalty matrix is used to determine the level of penalty to be applied. You can view both the verifiable standards and the penalty matrix on the Welsh Government's website (www.wales.gov.uk)

Breach of Cross Compliance

You will be responsible for meeting the all Cross Compliance requirements for the full calendar year. If you fail to meet the Statutory Management Requirements or Good Agricultural and Environment Conditions requirements whether negligently or intentionally you could lose some or all of your Glastir payment, for one or more years. In determining these reductions and exclusions, account will be taken of the extent, severity, permanence and reoccurrence of the non-compliance.

Section I – Appeals Procedure

The appeals process in Wales allows you access to an independent appeals procedure if you feel that the Welsh Government did not reach the correct decision according to the rules for Glastir.

The appeals process consists of two stages:

- Stage 1: review by the head of the Divisional Office
- Stage 2: review by an Independent Appeals Panel (if you are dissatisfied with the Stage 1 response). The Independent Panel make recommendations to the Deputy Minister for Agriculture for Farming and Food who then takes the final decision.

The appeals process is concluded after the Minister's decision has been issued. There is no charge for Stage 1 of the process but there is a charge at Stage 2 - £50 for a written hearing or £100 for an oral hearing. These charges are repaid in full if the Stage 2 appeal is either partially or fully successful.

You must appeal to the Customer Contact Centre within 60 days of receiving a decision, which may affect your payments.

Further details of the appeals process can be obtained from the Customer Contact Centre.

Complaints Procedure

Complaints will be dealt with under the Welsh Government's Code of Practice on Complaints. Further advice on how to make a complaint can be obtained from your Customer Contact Centre.

In addition you can write to any Member of the National Assembly for Wales about your complaint and you may also choose to contact:

Public Services Ombudsman for Wales,
1 Ffordd y Hen Gae,
Pencoed,
CF35 5LJ

Section J – Data Protection Act 1998: Fair Processing Notice

This notice informs you about the Welsh Government's use of the information provided on the Glastir expression of interest or any other document used in connection with your expression of interest for entry into the Glastir schemes, or which is created or obtained in connection with your expression of interest. The Welsh Government's use of the information will include sharing some information with other agencies and public bodies, and making some information available to the public.

The information will primarily be used for the purpose of processing and determining your expression of interest for Glastir Advanced. However, the Welsh Government (or its agents) may also make use of the information supplied for other purposes, which will include those connected with its functions and duties under the Common Agricultural Policy of the European Community and with its statutory environmental obligations.

Reasons for Sharing Personal Data

In particular, the information may be used for the following:

- Cross Compliance and cross checking between partner organisations to prevent breaches of the Agri-environment schemes each administer
- Administering applications
- The production and publication of maps showing the areas of land that have been brought into the agreements
- Compilation of reports of aggregated data to be made publicly available, via the Welsh Government Internet pages
- Preparation of summary statistical analyses (from which individuals cannot be identified)
- Informing decisions relating to policy changes and funding
- Identification of landowners/users in events of emergencies, e.g. disease control and breach control

- Protecting applicant's interest in land conservation and issues that may arise due to funding queries
- Disclosure to regulatory authorities, such as HM Revenue and Customs and the police, where it is in the public interest to do so
- Publication of certain information and responding to requests for information.

The Publication and Disclosure of Information

The information will be managed and used by the Welsh Government in accordance with its obligations and duties under the:

- Welsh Government's Code of Practice on Access to Information
- Freedom of Information Act 2000
- Data Protection Act 1998
- Environmental Information Regulations 2004, and
- Commission Regulation (EC) No 908/2014

Therefore, your information, including your personal information, may be the subject of a request by another member of the public. When responding to such requests the Welsh Government may be required to release information, including your personal information. Its response to such requests will be in accordance with the Welsh Government's Code of Practice on Access to Information.

The Code is published on the Internet at:

www.wales.gov.uk/publications

www.cymru.gov.uk/cyhoeddiadau

Commission Regulation 908/2014 Requires member states to publish details of the amounts paid to CAP beneficiaries (claimants). Payments will be published for all beneficiaries in receipt of more than €1,250 in a given year. Details will be published on 30th April each year on a searchable website and will include the business name, and municipality (nearest town) of the beneficiary with details of the amounts and schemes for which grants were paid. Beneficiaries who received less than €1,250 in total in that year

will not be published. The information will be available on the DEFRA website at:
<http://cap-payments.defra.gov.uk/>

Rights under the Data Protection Act 1998

The Data Protection Act 1998 gives individuals certain rights in respect of the personal data held on them. Whilst not intending to be exhaustive, examples of these rights include:

- The right for any personal data held about them to be processed fairly and lawfully
- The right to ask for and receive copies of the personal data that the Welsh Government holds about them, although the Welsh Government can sometimes withhold some data or not provide copies
- The right, in some circumstances, to prevent the Welsh Government processing personal data if doing so will cause damage or distress
- The right, in some circumstances, to have wrong data put right.

Individuals also have the right to ask the Information Commissioner, who enforces and oversees the Data Protection Act 1998, to assess whether or not the processing of their personal data is likely to comply with the provisions of the Act.

The information will not go outside of the European Union area, unless there is due concern to do so (e.g. in the case of a disease outbreak). If it does, the Welsh Government will make sure that the information continues to be processed in accordance with the rules of the Data Protection Act 1998.

Seeking Further Information

For further information about the information collected and its use, any concerns about the accuracy of your personal data, or if you wish to exercise any of your rights under the Data Protection Act 1998, you should contact Rural Payments Wales Customer Contact Centre.

Section K – Contact Details

Welsh Government's website: www.wales.gov.uk/environmentandcountryside and bi-monthly Gwlad magazine www.gwladonline.org contain key information.

Contact details are as follows:

CUSTOMER CONTACT CENTRE

Rural Payments Wales

PO Box 1081

Cardiff

CF11 1SU

Tel: 0300 062 5004

Fax: 01286 662193

E-mail: rpwonline@wales.gsi.gov.uk

Other useful contacts

For SSSI, NNR, SAC or SPA agreement land:

NATURAL RESOURCES WALES

c/o Customer Care Centre

Tŷ Cambria

29 Newport Rd

Cardiff

CF24 0TP

Tel: 0300 065 3000

General enquiries: 0300 065 3000 (Mon-Fri, 8am - 6pm)

General Enquiries: enquiries@naturalresourceswales.gov.uk

For Scheduled Ancient Monuments (SAMs) / registered parks and gardens:

CADW

Welsh Government

Plas Carew

Unit 5/7 Cefn Coed

Parc Nantgarw

Cardiff

CF15 7QQ

Tel: 01443 33 6000

Fax: 01443 33 6001

E-mail: Cadw@Wales.gsi.gov.uk

For unscheduled ancient monuments or historic features:

Clwyd-Powys Archaeological Trust

41 Broad Street

Welshpool

Powys

SY21 7RR

tel: 01938 553670

fax: 01938 552179

E-mail: trust@cpat.org.uk

www.cpat.org.uk

Glamorgan-Gwent Archaeological Trust

Heathfield House

Heathfield

Swansea

SA1 6EL

tel: 01792 655208

fax: 01792 474469

E-mail: enquiries@ggat.org.uk

www.ggat.org.uk

Dyfed Archaeological Trust

The Shire Hall, Carmarthen Street,

Llandeilo, Dyfed, SA19 6AF

Tel: 01558 823121

Fax: 01558 823133

E-mail: info@dyfedarchaeology.org.uk

www.dyfedarchaeology.org.uk

Gwynedd Archaeological Trust

Craig Beuno, Garth Road, Bangor,

Gwynedd, LL57 2RT

Tel: 01248 352535

Fax: 01248 370925

E-mail: gat@heneb.co.uk

www.heneb.co.uk

Annex 1 – Glastir Advanced Objectives

The objectives listed below are examples and may change in future years to reflect changing priorities.

Permissive Access	Grassland Fungi
Orchard	Lichens of Old Wayside Trees and Parklands
Parkland and Wood Pasture	Brown-banded Carder Bee
Lowland Grassland	Shrill Carder Bee
Lowland Heathland	Arable Plants
Upland Heath	Arctic-Alpine Plants
Upland Limestone Grassland	Rare Plants
Montane Heath	Heathland Plants
Rock Ledge and Scree	Honey Bee Health
Coastal Habitats	Carbon Soils
Sensitive Lakes	Parks and Gardens
Sensitive Rivers	Scheduled Ancient Monuments
Pond Landscape	Historic Features and Landscape
Ditch Landscape	Traditional Buildings
Wetland (Upland/Lowland bog and fen)	Protected Landscape
Sites of Special Scientific Interest and Surroundings	Water Quality Priority
Woodland	Phytophthora Restocking
Black Grouse	Water Vole
Chough	Greater Horseshoe Bat
Corn Bunting	Lesser Horseshoe Bat
Curlew	Red Squirrel
Golden Plover	Bechstein's Bat
Greenland Greater White-Fronted Goose	Dormouse
Lapwing	Barbastelle Bat
Red Grouse	High Brown Fritillary
Ring Ouzel	Marsh Fritillary

Turtle Dove	Pearl Bordered Fritillary
Twite	Welsh Clearwing
Hawfinch	Gwyniad
Lesser Spotted Woodpecker	Freshwater Pearl Mussel
Marsh Tit	Great Crested Newt
Nightjar	
Willow Tit	

Annex 2 – Management Options

The table below lists Glastir Advanced Management Options and their payment rates. The Glastir Advanced Management Options and payment rates are subject to approval by the European Commission and approval may result in changes to the items listed below and their payment rates.

Further details regarding the Glastir Advanced Management Options are available in the Glastir Advanced Rules Booklet 1: Whole Farm Code and Management Options

Option Number	Management Option	Payment Rate (£)	Unit Type
5	Enhanced hedgerow management	0.27	m
14	100% slurry injection	17.00	ha
14b	75% slurry injection	12.50	ha
15	Grazed pasture - no inputs	94.00	ha
15c	Grazed pasture - no inputs/mix grazing	106.00	ha
19	Marshy grassland	107.00	ha
19b	Marshy grassland - mix grazing	119.00	ha
20	Heath	77.00	ha
20b	Heath - mix grazing	89.00	ha
21	Saltmarsh	135.00	ha
21b	Saltmarsh - mix grazing	147.00	ha
22	Existing haymeadow	154.00	ha
25	Sand dunes	112.00	ha
25b	Sand dunes - mix grazing	124.00	ha
26	Fixed rough grass margin on arable land	570.00	ha
26b	Rotational rough grass margin on arable land	380.00	ha
27	Fallow margin	500.00	ha
28	Retain winter stubbles	122.00	ha
30	Unsprayed cereals or pulses	284.00	ha
31	Unsprayed cereals with winter stubbles	440.00	ha
32b	Unsprayed rootcrops	497.00	ha

Option Number	Management Option	Payment Rate (£)	Unit Type
33	Wildlife cover crop	604.00	ha
34	Unharvested cereal headland	525.00	ha
34b	Unfertilised / unsprayed cereal headland	445.00	ha
37	UK native breeds at risk	49.00	LU
41a	Grazed open country	58.00	ha
41b	Grazed open country - mix grazing	71.00	ha
100	Woodland - stock exclusion	80.28	ha
101	Trees and scrub - planting	345.27	ha
102	Trees and scrub - regeneration	341.19	ha
103	Scrub - stock exclusion	140.49	ha
104	Wood pasture	78.30	ha
106	Parks and gardens	86.22	ha
109	Calaminarian grassland	81.06	ha
115	Dry heath - less than 50% gorse	89.74	ha
116	Dry heath - more than 50% gorse	89.74	ha
117	Wet heath - less than 60% moor-grass	64.29	ha
118	Wet heath - more than 60% moor-grass	57.60	ha
119	Heath - establishment	283.69	ha
120	Unimproved acid grass	242.08	ha
121	Unimproved acid grass (pasture)	189.09	ha
122	Unimproved acid grass (hay cutting)	248.95	ha
123	Unimproved neutral grass (pasture)	161.39	ha
124	Unimproved neutral grass (haymeadow)	221.25	ha
125	Unimproved neutral grass (pasture)	161.39	ha
126	Unimproved neutral grass (hay cutting)	221.25	ha
128	Unimproved calcareous grass	228.03	ha
129	Unimproved calcareous grass (pasture)	160.99	ha
130	Unimproved calcareous grass (hay cutting)	220.85	ha
131	Convert arable to grass (no inputs)	245.88	ha

Option Number	Management Option	Payment Rate (£)	Unit Type
132	Convert to semi-improved grass (hay cutting)	234.50	ha
133	Marshy grassland	151.39	ha
134	Marshy grassland (pasture)	241.67	ha
139	Bog - less than 50% moor-grass	189.93	ha
140	Bog - more than 50% moor-grass	151.39	ha
141	Bog - restoration (no grazing)	204.78	ha
142	Bog - reversion (pasture)	280.21	ha
143	Fen	129.44	ha
144	Fen - restoration (no grazing)	204.78	ha
145	Fen - reversion (pasture)	233.65	ha
146	Reedbed - stock exclusion	67.03	ha
147	Reedbed - creation	401.40	ha
148	Coastal grassland	186.68	ha
149	Saltmarsh - restoration (no grazing)	268.17	ha
150	Saltmarsh - creation	242.08	ha
151	Shingle and dune - creation	300.63	ha
153	Red clover	254.88	ha
155	Nutrient Management Plan	250.00	item
156	Buffer to prevent erosion	146.32	ha
157	Buffer to prevent erosion - ditches	204.78	ha
158	Buffer to prevent erosion from arable	379.80	ha
159	Grass with no inputs 15 Oct-31 Jan	44.22	ha
160	No lime on peat	53.70	ha
161	Grass management - chough	118.36	ha
162	Unsprayed autumn cereal - bunting	325.81	ha
163	Unsprayed spring barley - bunting	455.88	ha
164	Grass managed for curlew (nest & chicks)	78.22	ha
165	Grass managed for curlew (adult)	78.22	ha
166	Meadow managed for curlew (nesting)	194.36	ha

Option Number	Management Option	Payment Rate (£)	Unit Type
167	Grass managed for plover	78.22	ha
168	Grass managed for lapwing (nest & feeding)	78.22	ha
169	Unsprayed crops for lapwing (nesting)	302.82	ha
170	Fallow plots for lapwing (nesting)	497.02	ha
171	Grass managed for ring ouzel (feeding)	78.22	ha
172	Orchard management	204.78	ha
173	Streamside corridor management	0.03	m ²
174	Rough grass buffer zone	0.04	m ²
175	Management of enclosed grassland	254.92	ha
176	Woodland - light grazing	57.87	ha
400	Stock management	18.00	ha
401	Mixed grazing	12.00	ha
402	Control burning	0.00	ha
403	Re-wetting	25.38	ha
404	Re-wetting (improved land)	39.60	ha
405	Grazing for dung invertebrates	28.08	ha
411	Reduce stocking	267.60	LU

Annex 3 – Capital Works

The table below lists Glastir Advanced Capital Works items and their payment rates. The Capital Works items and payment rates are subject to approval by the European Commission and approval may result in changes to the items listed below and their payment rates.

Capital Works Item	Payment Rate (£)	Unit Type
Footpaths	0.35	m
Footpath (no dogs)	0.28	m
Bridlepath / cyclepath / disabled	1.22	m
Bridlepath / cyclepath / disabled (no dogs)	0.98	m
Dedicate new PRow	210.00	item
Permissive access area	411.00	ha
Access bridge	344.00	item
Access gates (disabled access)	325.00	item
Boardwalks	57.83	m ²
Boardwalks (handrail supplement)	18.78	m
Dog gate	40.00	item
Geotextiles	0.55	m ²
Hard surfacing footpaths	16.46	m ²
Infrastructure for educational access	80% of eligible cost	
Ladder stile	107.00	item
Step stile	50.00	item
Timber bridle gate and posts	151.44	item
Timber kissing gate and posts	181.00	item
Wooden bench seat	117.00	item
Wooden stile	60.00	item
Brashing - access & picnic area	1142.03	ha
Interpretation boards (A3)	150.00	item
Interpretation (A1)	600.00	item
Interpretation (750mm x 1000mm)	1200.00	item
Leaflets (A4)	430.00	item
Picnic table with bench seat	278.00	item
Track - new basic (no stone)	1.12	m ²
Track - new (stone bought in)	5.98	m ²
Track - new (stone won on site)	4.00	m ²
Track - upgrade (stone bought in)	5.60	m ²
Track - upgrade (stone won on site)	3.62	m ²

Capital Works Item	Payment Rate (£)	Unit Type
Track - upgrade (no stone)	0.74	m ²
Posts for signs	10.90	item
Badger gate	67.00	item
Barn owl nest box	72.00	item
Bat boxes - with lid	25.00	item
Bird boxes - with lid	25.00	item
Bat entrance and roosting improvements	100% of eligible cost	
Bat grilles	100.00	m ²
Bat survey	375.00	item
Otter holts	84.00	item
Grit for grouse	94.89	item
Grey squirrel trap	52.00	item
Trap maintenance	180.00	item
Mink trap	75.00	item
Rabbit trap	75.00	item
Bird feed	500.00	item
Tawny owl nest box	36.00	item
Dormouse nest box	25.00	item
High seat	348.33	item
Squirrel hoppers	119.34	ha
Establish red clover ley	279.50	ha
Hard surfacing	12.00	m ²
Breaking up field drains	20.77	item
Cross drains	82.20	m
Ditch casting	1.10	m
Enhanced in-ditch wetland	465.00	item
Flexi pipe sluices	120.30	item
Grazing marsh bridge	236.00	item
Grip blocking	124.00	item
In-ditch wetland	204.90	item
Kerbing	39.78	m
New gateway	62.00	item
Piped water supply	0.52	m
Pond creation	3.63	m ²
Pond restoration	3.07	m ²
Scrapes	62.00	item
Sediment traps	124.40	item
Seepage barrier	121.64	item
Sleeping policemen	36.36	m

Capital Works Item	Payment Rate (£)	Unit Type
Soft engineering (erosion)	81.30	m
Swales	3.15	m ²
Timber sluice	232.00	item
Water gate	100.00	item
Water troughs	118.00	item
Culverts - 400mm	236.75	item
Culverts - 600mm	289.75	item
Culverts - 900mm	665.13	item
Culverts - 1050mm	809.13	item
Culverts - less than 400mm	45.60	m
Removal of coarse fish	100% of eligible cost	
Establish grass ley	264.40	ha
Soil sampling	10.00	item
Deer gate	390.66	item
Importing stone	15.50	m ²
Dry stone wall restoration	27.88	m ²
Earth bank restoration	6.20	m ²
Electric fence	1.56	m
Hedge laying	5.53	m
Hedge planting / coppicing	4.50	m
Metal field gate	52.00	item
Parkland fencing	40.00	m
Iron gates	520.00	item
Post and rail fencing	10.40	m
Post and wire fencing	2.77	m
Post and wire fencing with netting	3.48	m
Rabbit fencing	5.40	m
Slate fencing	31.36	m
Stone faced banks	17.25	m ²
Timber field gates - hardwood	236.00	item
Timber field gates - softwood	150.00	item
Top wiring	0.73	m
Deer fencing	3.98	m
Grafting and budding	15.00	hr
Parkland tree stock guards	40.00	item
Removal of conifers	5.50	item
Pruning orchard trees	13.00	item
Tree pollarding	44.00	item
Tree shelter	1.24	item
Tree surgery	97.00	day

Capital Works Item	Payment Rate (£)	Unit Type
Trees - standards	11.25	item
Trees & shrubs - transplants	0.80	item
Trees & shrubs - whips	2.70	item
Basic Re-stocking: under 5ha coupe size - over 350m altitude	2300.00	ha
Basic Re-stocking: between 5 to 20ha coupe size - over 350m altitude	1900.00	ha
Basic Re-stocking: over 20ha coupe size - over 350m altitude	1900.00	ha
Basic Re-stocking: under 5ha coupe size - between 250 and 350m altitude	2300.00	ha
Basic Re-stocking: between 5 to 20ha coupe size - between 250 and 350m altitude	2300.00	ha
Basic Re-stocking: over 20ha coupe size - between 250 and 350m altitude	1900.00	ha
Basic Re-stocking: under 5ha coupe size - below 250m altitude	2300.00	ha
Basic Re-stocking: between 5 to 20ha coupe size - below 250m altitude	2300.00	ha
Basic Re-stocking: over 20ha coupe size - below 250m altitude	1900.00	ha
Enhanced Re-stocking: under 5ha coupe size - over 350m altitude	2560.00	ha
Enhanced Re-stocking: between 5 to 20ha coupe size - over 350m altitude	2150.00	ha
Enhanced Re-stocking: over 20ha coupe size - over 350m altitude	2150.00	ha
Enhanced Re-stocking: under 5ha coupe size - between 250 and 350m altitude	2560.00	ha
Enhanced Re-stocking: between 5 to 20ha coupe size - between 250 and 350m altitude	2560.00	ha
Enhanced Re-stocking: over 20ha coupe size - between 250 and 350m altitude	2150.00	ha
Enhanced Re-stocking: under 5ha coupe size - below 250m altitude	2560.00	ha
Enhanced Re-stocking: between 5 to 20ha coupe size - below 250m altitude	2560.00	ha

Capital Works Item	Payment Rate (£)	Unit Type
Enhanced Re-stocking: over 20ha coupe size - below 250m altitude	2150.00	ha
Re-stocking: Broadleaves - PAWS etc	2770.00	ha
Re-stocking: Broadleaves (other sites)	2770.00	ha
Re-stocking: Riparian	2000.00	ha
Chemical thin	236.00	ha
Clear fell conifer	1945.62	ha
Re-spacing trees	491.18	ha
Scarification	282.61	ha
Stacking area - new (no stone)	1.12	m ²
Stacking area - new (stone bought in)	5.98	m ²
Stacking area - new (stone won on site)	4.00	m ²
Stacking area - upgrade (stone bought in)	5.60	m ²
Stacking area - upgrade (stone won on site)	3.62	m ²
Stacking area - upgrade (no stone)	0.74	m ²
Coppicing	1077.50	ha
Orchard trees plus guard and stake	59.83	item
Sabre planting	12.00	item
Rabbit guards	0.33	item
Low loader journey	350.00	item
Stock handling facilities	50% of eligible cost	
Bracken control - aerial spraying	175.00	ha
Bracken control - knapsack	280.00	ha
Bracken control - mechanical	48.75	ha
Bracken control - tractor	100.00	ha
Bramble / scrub control - knapsack	185.00	ha
Chemical control of moor-grass	31.87	ha
Heather management (burning)	156.00	ha
Heather management (cutting)	68.50	ha
Heather restoration (seed & mulch)	265.00	ha
Planting marram grass	364.80	ha
Reed cutting	400.00	ha
Reed planting - bought seed	4091.20	ha
Reed planting - seed from existing	420.80	ha
Rhododendron control - under 1.5m	3882.60	ha
Rush / moor-grass management (mechanical)	16.62	ha

Capital Works Item	Payment Rate (£)	Unit Type
Scrub clearance - by hand	603.00	ha
Scrub clearance - mechanical	227.00	ha
Sward enhancement - native seed	250.00	ha
Weed wiping	21.35	ha
Invasive plant control	1179.00	ha
Rhododendron control - over 2.5m	7461.13	ha
Rhododendron control - between 1.5 - 2.5m	5129.10	ha
Ride mowing	160.00	ha
Green hay	156.63	ha
Chisel ploughing	16.62	ha
Dune remobilisation	100.00	%
Turf stripping	525.17	ha
Repair of masonry	100% of eligible cost	
Repair of water features	100% of eligible cost	
Reprofiling of erosion scars	100% of eligible cost	
Restoration of traditional buildings	60% of eligible cost	
Geojute matting	2.16	m ²
Specialist consultation	300.00	day
Heather cutting	109.00	ha
Thin broadleaf and extract	271.28	ha
Thin broadleaf to waste	490.00	ha
Thin conifer and extract	498.27	ha
Thin conifer to waste	519.33	ha
Ring barking	236.00	ha
Guttering	9.02	m
Downpipe	15.04	m
Relocation of dips and pens	3,500.00	item
Relocation of pens	2,250.00	item
Ordinary Water Consent Fee	50.00	Item
Formative Pruning of Broadleaved Trees	621.00	ha
High Pruning of Broadleaved Trees	12.94	item
Pruning Conifer Trees	5.18	item

Annex 4 – Management Control

It is a condition of the scheme that you have management responsibility and control over the land for the full five year period of the contract to enable you to fulfil the obligations of the scheme.

If it is determined that you do not have the required management control, the land will be withdrawn from the contract and all payments made in relation to the land will be recovered with interest and financial penalties may be applied. This may also result in the termination of your contract where the eligibility criteria are not met.

Management control can usually be met by:

- An owner and occupier
- A tenant with a tenancy under the Agricultural Tenancies Act 1995 (Farm Business Tenancy (FBT)) or the Agricultural Holdings Act (AHA)1986
- A licensor

In some circumstances landlords may also qualify as having management control where the tenancy agreement contains suitable clauses to ensure delivery of the Glastir contract obligations.

It is your responsibility to ensure that the commitment you have made under your contract can be delivered for the full five year period. If you fail to fulfil this commitment it is likely that you will be required to repay all previous payments.

If you wish to include land with a Full Agricultural Tenancy (as regulated by the 1986 Agricultural Holdings Act) or Farm Business Tenancy (as regulated by the 1995 Agricultural Tenancies Act) , it is your responsibility to ensure that your tenancy agreements do not preclude you from fulfilling all aspects of your Glastir contract. If the tenancy agreement expires before the end of the five year period of the contract you will need a landlord indemnity.

If you wish to include land with an unwritten tenancy it is your responsibility to obtain a signed Landlord Indemnity form from your landlord. If you cannot obtain a landlord indemnity you should not include these fields in your expression of interest.

You can only include land that you own and rent out if you have retained management control (i.e. tenancy agreement contains suitable clauses). If you have not retained management control you should include these fields in your expression of interest.

Owner and Occupier

If you are the owner and occupier of the land it is likely that you will have management control of the land.

If you let out your land on a grazing licence refer to paragraphs titled Grazing Licences.

Tenancies under The Agricultural Tenancies Act 1995 (FBT) or The Agricultural Holdings Act 1986

If you are a tenant with a Farm Business Tenancy (FBT) regulated by the 1995 Agricultural Tenancies Act or a tenancy under the Agricultural Holdings Act (AHA) 1986 it is likely that you will have the required management control enabling you to fulfil all of the obligations of the contract.

Some tenancy agreements may prohibit a tenant from entering agri-environment schemes or may contain other provisions that make it impossible or unfeasible for tenants to enter Glastir. You must ensure that entering Glastir does not breach the conditions of your tenancy agreement.

Please note that in some circumstances landlords may qualify as having management control where the tenancy agreement contains suitable clauses to ensure delivery of the Glastir contract obligations. In such circumstances the Tennant will not be eligible for Glastir.

Tenancies with less than five years remaining or containing a Break Clause

If your tenancy contains a break clause or is due to end before the end of the five year period of the Glastir contract (even if an extension or renewal is expected) then the land

can only be entered into a Glastir contract if the landlord agrees to take over the commitment when the tenancy ends. This is known as a landlord indemnity.

Landlord Indemnity

A landlord indemnity is an agreement between you and your landlord in which your landlord agrees to take over the Glastir contract for the rented land at the end of your tenancy.

You will be required to provide a copy of your landlord indemnity prior to entering into a Glastir contract.

An example of a landlord indemnity form has been provided at [Annex 5](#) for guidance purposes only. Once signed, the indemnity is legally binding; as such both parties are advised to seek independent legal advice before entering into such an agreement.

If your landlord agrees to an indemnity, your Glastir contractual commitments relating to that tenanted land it will be transferred to them when the tenancy comes to an end. Once the commitment has been transferred, your landlord must ensure that the commitments continue to be met until the end of the five year period.

It is your responsibility to ensure that your landlord signs and accepts the transferred Glastir contract when the tenancy of that land ends. If your landlord does not take over the contractual commitments relating to that tenanted land we will be required to seek recovery of the payments you have received on that land. Please note that a landlord indemnity will not be accepted on land that fails to meet the minimum eligibility criteria for the scheme (e.g. minimum of three hectares) and therefore such land will be excluded from the Glastir contract.

If you have a tenancy agreement with a term which will cover the five years of your Glastir contract but your landlord decides to take the land back from you prior to the end of your Glastir contract, we will recover payments made to you, unless your landlord or the new tenant agrees to continue with the contractual commitments. It is therefore important that only land which you can confirm will be under your full

management control, or land for which you have secured a landlord indemnity, should be entered into the scheme.

Considerations for Landlords and Tenants

Where the tenant wishes to enter into a Glastir contract but the tenancy agreement has a term of less than five years remaining they should consider either:

- obtaining a landlord indemnity, or
- seeking an extension to the term of the tenancy that will cover the full five year period of the Glastir contract.

Where a landlord does not wish to provide an indemnity and will not grant a longer term tenancy to cover the full five year period of the Glastir contract, this land will be ineligible and cannot be included in your contract.

Where a landlord has agreed to provide an indemnity, once the land returns to their control they become responsible for the full commitment including any penalties or recovery of payments made as a result of a scheme breach or over-declaration penalty. This includes any breaches detected after they take over the contract even where the breaches were caused by the tenant.

Other 'Rights' on Land

You should discuss your proposed application with any other parties with sporting or other rights over the land where these may affect the obligations of the contract. In such circumstances it is your responsibility to ensure you have management control and are able to fulfil all the obligations within the contract.

Grazing licences

Licensor (person granting the grazing licence)

If you are a licensor it is possible that you will have sufficient management control enabling you to enter the land into an Glastir contract. Where such land is entered into your contract, it is your responsibility to ensure the licensee (grazier) does not contravene any of your obligations under the contract as you must maintain full management control of that land.

Licensee (the grazier)

If you have the right to access land for grazing purposes under a grazing license, you will not be eligible to bring that land into a Glastir contract since you do not have the necessary management control.

Further Advice

The guidance contained in this section provides an overview of management control and only considers Glastir issues. It does not take into account other matters that may affect individual decisions. If you have any concerns or questions regarding your individual circumstances and management control you are advised to seek professional assistance. Further information regarding land occupation is available in the *Land Occupation Considerations Booklet* produced by the Glastir Land Occupation Group supported by the Welsh Government which can be found on the Welsh Government's website www.wales.gov.uk

DUAL USE OF LAND

If you are a landlord or tenant who wishes to enter Glastir, you are advised to carefully consider your business and tenancy arrangements accordingly to ensure there is no dual use of land.

Further information regarding dual use can be found on the Welsh Government's website. www.wales.gov.uk

Annex 5 – Land Lord Indemnity

Where a Deed of Undertaking and Indemnity between Tenant and Landlord is Required

Tenants who wish to apply for Glastir Advanced are usually required to have and demonstrate management control over part/all of the land included within their application for the entire term of the proposed Glastir contract being applied for.

If you will not have management control over part/all of the land included within your application for the entire term of the contract, you must submit a Deed of Undertaking and Indemnity signed by yourself and your Landlord(s) as part of your application. Below is an **EXAMPLE** of a Deed.

If you are required to submit the Deed with your Glastir Advanced application, you are advised to keep a copy of your Indemnity form for your own records.

EXAMPLE DEED OF UNDERTAKING AND INDEMNITY

This deed is made on the _____ day of _____ between

(1) (full name) of (correspondence address) (the “Landlord”)

Customer Reference Number (CRN), where applicable: _____

(2) (full name) of (postal address) (the “Tenant”) and

Customer Reference Number (CRN): _____

WHEREAS

(1) The Landlord is the holder of the freehold or superior interest of the land or lands known as _____ (address or description of tenanted property) (the “Property”) more particularly listed in Table 1 of this document.

(2) The Landlord (has entered a Tenancy dated _____ / intends to enter a Tenancy) – delete as appropriate (the “Tenancy”) in relation to the Property with the Tenant

(3) The Tenant intends to enter into a contract (the ‘Contract’) with the Welsh Government under the Glastir Scheme run by the Welsh Government (“Glastir”) in relation to land at the Property which is subject to the Tenancy (the “Contract Land”).

NOW THIS DEED WITNESSES AS FOLLOWS

(1) The Landlord has read and understood the Glastir Advanced Rules Booklets, including the Technical Guidance relevant to the scheme for which the Tenant is applying.

(2) In the event that the Tenant ceases to have control over the Contract Land or any part thereof, the Landlord will thereafter have control over the Contract Land or such part thereof which has ceased to be controlled by the Tenant for the remainder of the Contract.

(3) The Landlord undertakes with the Tenant, for so long as he/she (the Landlord) holds the freehold interest in the Contract Land, to procure that on the expiry or termination of the Tenancy or any part of it and the control of it passing back to the Landlord, the Contract Land will be maintained in accordance with the Glastir Advanced and will ensure that all the obligations under the Contract over the Contract land will be properly fulfilled until the expiry date of the Contract made by the Tenant with the Welsh Government under the Glastir Scheme.

(4) The Landlord shall indemnify the Tenant against any losses, costs, charges or expenses the Tenant may suffer, in particular in respect of any sums repayable to Welsh Government in consequence of the breach of any such Contract arising from the expiry or termination of the Tenancy or any part of it and the control of it passing back to the Landlord.

IN WITNESS OF WHICH each party to this deed has executed this deed in the presence of an attesting witness and has delivered it on the day and year stated.

Signed as a deed by the

above-named (landlord) _____ (signature of landlord)

in the presence of _____ (signature of witness)

_____ (name of witness)

(address of witness)

Day: Year:

Signed as a deed by the

above-named (tenant) _____ (signature of tenant)

in the presence of _____ (signature of witness)

_____ (name of witness)

(address of witness)

Day: Year:

Table 1

(3) The Landlord is the holder of the freehold interest of the following IACS (Integrated Administration Control System) fields.

[illegible]

Annex 6 – Stocking Diary and Activity Diary Templates

This template has been designed as an example of the kind of record you are required to maintain. You can use the templates in this booklet which are available on the Welsh Governments website <http://www.wales.gov.uk>. Alternatively you may use your own diary, but you must record all of the information contained within the templates.

If you are able, you are encouraged to keep your records electronically. The templates are in the format of an Excel spreadsheet. This means that if you are required to submit your activity diary to your Divisional Office, you can submit a copy by email whilst continuing to update the original.

Manual Stocking Diary Guidance

Step 1

Enter the **Option Description**, **Option Number**, **Parcel ID Sheet Reference**, **Parcel Number** and **Field Size (Ha)** in the boxes across the top of the table.

STOCKING DIARY / RECORD SHEET																
Option Description		Grazing Management of Open Country				Option Number	41a	Parcel ID sheet Ref.	SN1234	Parcel Number	5678	Parcel Size (ha)	100			
NUMBER OF ANIMALS (Enter details each time number or type of animal change (or age bracket))							LIVESTOCK UNITS (LU)									
Date	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Total	LU/ ha	Min LU/ ha	Max LU/ ha
							1.00 LU	0.60 LU	0.15 LU							

Step 2

In the left hand columns titled **Number of Animals**, enter the number of each animal type present in the parcel on the first day of your Glastir Contract (e.g. 1 January 2016)

STOCKING DIARY / RECORD SHEET																
Option Description	Grazing Management of Open Country					Option Number	41a	Parcel ID sheet Ref.	SN1234	Parcel Number	5678	Parcel Size (ha)	100			
NUMBER OF ANIMALS (Enter details each time number or type of animal change (or age bracket))							LIVESTOCK UNITS (LU)									
Date	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Total	LU/ ha	Min LU/ ha	Max LU/ ha
							1.00 LU	0.60 LU	0.15 LU	1.00 LU	0.50 LU	0.15 LU				
1/3/15	0	0	42	2	0	0										

Step 3

To populate the right hand columns titled **Livestock Units**, Multiply the number of each stock type by the associated Livestock Unit (LU) which are shown below the title for each stock type. Enter the result in the relevant column for each animal type present on the parcel in the right hand columns.

STOCKING DIARY / RECORD SHEET																
Option Description	Grazing Management of Open Country					Option Number	41a	Parcel ID sheet Ref.	SN1234	Parcel Number	5678	Parcel Size (ha)	100			
NUMBER OF ANIMALS (Enter details each time number or type of animal change (or age bracket))							LIVESTOCK UNITS (LU)									
Date	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Total	LU/ ha	Min LU/ ha	Max LU/ ha
							1.00 LU	0.60 LU	0.15 LU	1.00 LU	0.50 LU	0.15 LU				
1/3/15	0	0	42	2	0	0	0	0	6.30	2	0	0	8.30			

Step 4

Add up the LU's for each animal type to give a total stocking level and enter in the "Total" column.

STOCKING DIARY / RECORD SHEET																	
Option Description	Grazing Management of Open Country					Option Number	41a	Parcel ID sheet Ref.	SN1234	Parcel Number	5678	Parcel Size (ha)	100				
NUMBER OF ANIMALS (Enter details each time number or type of animal change (or age bracket))							LIVESTOCK UNITS (LU)										
							Date	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses
							1.00 LU	0.60 LU	0.15 LU	1.00 LU	0.50 LU	0.15 LU					
1/3/15	0	0	42	2	0	0	0	0	6.30	2	0	0	8.30				

Step 5

Divide this figure (Total LU's) by the size of the parcel and enter in the LU/Ha column.

STOCKING DIARY / RECORD SHEET																
Option Description	Grazing Management of Open Country					Option Number	41a	Parcel ID sheet Ref.	SN1234	Parcel Number	5678	Parcel Size (ha)	100			
NUMBER OF ANIMALS (Enter details each time number or type of animal change (or age bracket))							LIVESTOCK UNITS (LU)									
Date	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Total	LU/ ha	Min LU/ ha	Max LU/ ha
							1.00 LU	0.60 LU	0.15 LU	1.00 LU	0.50 LU	0.15 LU				
1/3/15	0	0	42	2	0	0	0	0	6.30	2	0	0	8.30	0.08		

Step 6

Check this figure against the maximum and minimum for the Option type to ensure you are within the requirements of the scheme.

Step 7

You can enter the relevant minimum and maximum LU figures for the Option in the end columns to aid this check.

STOCKING DIARY / RECORD SHEET																
Option Description		Grazing Management of Open Country			Option Number		41a	Parcel ID sheet Ref.		SN1234	Parcel Number		5678	Parcel Size (ha)		100
NUMBER OF ANIMALS (Enter details each time number or type of animal change (or age bracket))							LIVESTOCK UNITS (LU)									
Date	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Total	LU/ ha	Min LU/ ha	Max LU/ ha
							1.00 LU	0.60 LU	0.15 LU							
1/3/15	0	0	42	2	0	0	0	0	6.30	2	0	0	8.30	0.08		0.10

Step 8

Each time the number or type of animals change (or animals change age brackets) on the parcel, you will need to enter the new data in the relevant columns in the **Number of Animals** columns and then re calculate the LU stocking level for the parcel.

STOCKING DIARY / RECORD SHEET																
Option Description	Grazing Management of Open Country					Option Number	41a	Parcel ID sheet Ref.	SN1234	Parcel Number	5678	Parcel Size (ha)	100			
NUMBER OF ANIMALS (Enter details each time number or type of animal change (or age bracket))							LIVESTOCK UNITS (LU)									
Date	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Total	LU/ ha	Min LU/ ha	Max LU/ ha
							1.00 LU	0.60 LU	0.15 LU	1.00 LU	0.50 LU	0.15 LU				
1/3/15	0	0	42	2	0	0	0	0	6.30	2	0	0	8.30	0.08		0.10
1/4/15	0	0	55	2	0	0	0	0	8.25	2	0	0	10.25	0.10		0.10

Step 9

Keep your stocking diary somewhere safe and easy to access. **The record will need to be presented at inspection to evidence that your stocking level is in line with the requirements of the Glastir Option.**

Stocking Diary / Record Sheet example template

STOCKING DIARY / RECORD SHEET																
Option Description					Option Number			Parcel ID sheet Ref.			Parcel Number			Parcel Size (Ha)		
NUMBER OF ANIMALS <i>(Enter details each time number or type of animal change (or age bracket))</i>							LIVESTOCK UNITS (LUS)									
Date	Cattle over 24 months	Cattle 6 - 24 months	Sheep*	Horses	Ponies	Goats	Cattle over 24 months	Cattle 6 - 24 months	Sheep (with or without lamb)*	Horses	Ponies	Goats	Total	LU/ Ha	Min LU/ Ha	Max LU/ Ha
							1 LU	0.6 LU	0.15 LU	1 LU	0.5 LU	0.15 LU				

* Lambs at foot do not count

Manual Activity Diary Guidance

The following templates have been designed as examples of the kind of record you are required to maintain.

What activities should I record in my activity diary?

- The date that the activity took place.
- The type of activity – e.g. hedgelaying, spreading FYM, topping rushes on habitat.
- The Sheet Reference and Field number where the activity took place.
- The Map ID or Extent where the activity took place. Use 'AWE003' where the activity has taken place within a mapped Management Option. If the activity has taken place outside of a Management Option you need to describe where in the field it occurred eg 'spot treating thistle on the northern half of the field'.
- The length or Quantity, for example '5 trees', '2 hectares of rushes topped', '80 metres of hedge cut' or 'rate / hectare of fertiliser applied'.
- The product name/type for all applications of manures, slurry, organic or inorganic fertilisers, calcified seaweed, lime, sewage sludge, waste paper sludge, other off and on-farm wastes as well as herbicides and pesticides.
- The Method used for carrying out the activity where appropriate. For example if injecting slurry, record whether you have used an injector, trailing shoe or a dribble bar system.

Activity Diary templates

There are two different templates for your use:

- **Version 1** involves filling in a separate sheet for each field in your contract.
- **Version 2** involves recording all activities across the contract land on a day by day basis when those activities take place. You should only enter one field per line, so for example, if you want to record that you spread fertiliser in 10 fields you will need to list these fields on 10 separate lines.

Activity Diary Template – Version 1

[illegible]

Activity Diary Template – Version 2

Date	Activity	Sheet reference	Field number	Extent / Map ID	Length / Quantity / Rate	Product	Method