

North Yorkshire Council
Corporate Director Resources

27 June 2025

**Grant Acceptance for the White Rose Forest, Nature for Climate Fund -
Northern Forest (Grow Back Greener) Programme 2023/24**

Report of the Assistant Director - Highways & Infrastructure

<p>1.0 PURPOSE OF REPORT</p> <p>1.1 To seek approval of the Assistant Director – Resources authorises the drawn down of grant funding to cover the cost of tree planting, establishment and ongoing maintenance.</p>

2.0 BACKGROUND

2.1 This report refers to a legacy programme of work undertaken by Harrogate Borough Council and Craven District Council as part of the White Rose Forest (WRF) partnership to increase tree planting across West and North Yorkshire. A scheme to plant 83 standard trees was delivered at pre-determined sites across Harrogate, Starbeck, Ripon and Skipton in the 2023/24 financial year, and this report sets out further context and the formal request to draw down the available grant funding.

3.0 NATURE FOR CLIMATE FUND NORTHERN FOREST (GROW BACK GREENER) PROGRAMME

3.1 The Northern Forest (Grow Back Greener) programme is administered by the Woodland Trust through the DEFRA's Nature for Climate Fund programme. The Woodland Trust entered into a sub grant and collaboration agreement with the Community Forest Trust (CFT) to deliver 324 ha of woodland and 9,077 Standard Trees. The CFT is the lead party for England's Community Forests. A further sub grant and collaboration agreement was entered into with the CFT and Kirklees Council to enable the White Rose Forest (WRF) to support the delivery of the programme outputs.

3.2 The White Rose Forest aims to support the creation of new woodland and urban tree planting which contributes to national and local objectives and strategies in North and West Yorkshire for the Nature for Climate Northern Forest Programme. Harrogate Borough Council and Craven District Council have supported the delivery of the programme in 2023/24 to plant 83 standard trees at pre-determined sites across Harrogate, Starbeck, Ripon and Skipton. Detailed maps are available as background documents by the Parks & Grounds service.

3.3 A 'standard' tree is a nursery term describing a single tree grown to a specification that includes:

- A single straight stem
- Girth of stem measured at 1m above ground level of at least 8-10cm
- A stem clear of side branches from ground level to between 1.7m to 2.0m
- Overall height above ground level of between 2.5m to 3.0m

3.4 A process of site identification is led by the Parks & Grounds service and follows internal and external consultation as outlined in paragraph 5 of this report.

4.0 CONSULTATION UNDERTAKEN AND RESPONSES

4.1 Before planting commences, design consultation is undertaken to ensure the proposed planting location(s) are suitable and free from underground or overhead utilities – and from both an arboriculture and grounds maintenance perspective that tree varieties and specimens are the right choice for the right place. This work was conducted by our in-house teams. Thereafter the WRF undertaken their own independent assessment of the planting sites to check their suitability and once confirmed a programme of works is put in place for the planting season (October – March each year).

5.0 CONTRIBUTION TO COUNCIL PRIORITIES

5.1 The Council plan sets out an ambition for Place and Environment to support a 'clean, environmentally sustainable and attractive place to live, work and visit with priorities to:

- promote biodiversity and support nature recovery,
- promote sustainable land use and green spaces,
- prioritise nature-based solutions in climate change activity; and
- develop sequestration projects and carbon capture.

5.2 Increased tree planting through WRF as a delivery partner directly contributes to short- and longer-term delivery of these priorities.

6.0 ALTERNATIVE OPTIONS CONSIDERED

6.1 The option to not progress with the tree planting with funding support from the WRF was considered but rejected. This was because the former legacy authorities had already established this delivery mechanism and undertaken the works, and additionally North Yorkshire Council (NYC) are committed to building on this partnership following re-organisation and the creation of a dedicated Parks and Grounds service that brings together a single Tree and Woodlands team.

7.0 FINANCIAL IMPLICATIONS

7.1 Following a successful application the WRF have confirmed the Council is eligible for a grant of £55,527 to fund the purchase, planting and maintenance of 83 standard trees. A grant allocation of £669 per tree is designed to cover around 80% of the costs of individual standard planting, with any remaining costs to be met by North Yorkshire Council. Eligible items for funding to ensure survival of standard trees include a minimum of:

- Tree supply
- Stakes and ties
- Mulch
- Hydration bag
- Planting labour
- Aftercare costs for 3 years post-planting, including re-mulching, watering, replacing/fixing damaged or broken protection.

7.2 The remaining 20% of costs will be benefit in-kind from the overall management of the WRF partnership arrangement, oversight and assurance around delivery, and consultation, professional advice and input from across the authority. The WRF do not require grant recipients to provide evidence of this.

8.0 LEGAL IMPLICATIONS

- 8.1 The terms of the grant are governed by grant agreement to be signed by Kirklees Council (accountable body for the WRF) and North Yorkshire Council, which are included as Appendix A to this report and have been reviewed by Legal Services.
- 8.2 Grant acceptance obliges the Council to maintain the agreed planted trees for a period of a minimum of 15 years, starting from the date of payment of the grant, and provide successful completion of tree planting for which the grant recipient is required to maintain the land as woodland. Conversion to another land use after planting may be classified by the EIA Regulations as deforestation. The current policy in England is that conversion of forest to other land uses shall not occur except in exceptional circumstances.
- 8.3 The receipt of this grant does not contravene the Subsidy Control regime. All relevant legislative requirements and internal rules will be complied with in any procurement relating to the expenditure by the Council of the grant monies.

9.0 EQUALITIES IMPLICATIONS

- 9.1 An Equalities Impact Assessment (EIA) was completed as part of the preparation of this report and has concluded there are no adverse impacts if the proposal were to be implemented (APPENDIX B)

10.0 CLIMATE CHANGE IMPLICATIONS

- 10.1 A Climate Change Implication Assessment highlighted the positive impact on the environment from the proposal to plant standard trees. These include reducing pollution, increasing areas of shade and cooling in a warmer climate, and the creation or enhancement of habitats for biodiversity. Young trees will be planted using good practice methods to give them the best possible start in getting established. (APPENDIX C)

11.0 REASONS FOR RECOMMENDATIONS

- 11.1 The WRF is a key partner in the delivery of tree planting that will support the aims of the Council plan for North Yorkshire. Grant acceptance will ensure NYC is compensated for works completed and ongoing maintenance.

12.0 RECOMMENDATIONS

- 12.1 To note the contents of the Equalities Impact Assessment and Climate Change Impact Assessment.
- 12.2 For the Assistant Director – Resources for Environment to approve the grant acceptance from WRF for the sum of £55,527 for the purpose of tree planting, establishment and maintenance.

APPENDICES:

Appendix A – WRF Grant Agreement
Appendix B – Equalities Impact Assessment
Appendix C – Climate Change Impact Assessment

BACKGROUND DOCUMENTS: NYC All Site Planting Locations, NYC Parks & Grounds, 2024.

Barrie Mason
Assistant Director – Highways and Infrastructure
County Hall
Northallerton
18 June 2025

Report Author – Jon Clubb, Head of Parks and Grounds
Presenter of Report – Jon Clubb, Head of Parks and Grounds

THE COUNCIL OF THE BOROUGH OF KIRKLEES

And

THE NORTH YORKSHIRE COUNCIL

Grant Agreement to support the delivery of the White Rose Forest through the Nature for Climate Fund Northern Forest (Grow Back Greener) Programme.

Correspondence Address:
White Rose Forest
Major Projects Service
Kirklees Council
PO Box 1720
Huddersfield
HD1 9EL

THIS AGREEMENT is dated 2024

BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall, Ramsden Street, Huddersfield, West Yorkshire, HD1 2TA (“the Council”); and
- (2) **THE NORTH YORKSHIRE COUNCIL** of County Hall, Racecourse Lane, Northallerton, North Yorkshire DL7 8AD (“the Grant Recipient”).

BACKGROUND

- A. The Northern Forest (Grow Back Greener) programme is administered by the Woodland Trust through the DEFRA’s Nature for Climate Fund programme. The Woodland Trust entered into a sub grant and collaboration agreement with the Community Forest Trust (CFT) to deliver 324 ha of woodland and 9,077 Standard Trees. The CFT is the lead party for England’s Community Forests. A further sub grant and collaboration agreement was entered into with the CFT and the Council to enable the White Rose Forest (WRF) to support the delivery of the programme outputs.
- B. The White Rose Forest aims to support the creation of new woodland and urban tree planting which contributes to national and local objectives and strategies in North and West Yorkshire for the Nature for Climate Northern Forest Programme.
- C. The Council has agreed to pay the Grant to the Grant Recipient to deliver the Project.
- D. This Agreement sets out the terms and conditions on which the Grant is made to the Grant Recipient.
- E. These terms and conditions are intended to ensure that the Grant is used for the planting of new woodland and urban tree planting with the intention for this to be permanent land use change.
- F. These terms and conditions should be read in conjunction with the Offer Letter, Project Specification and Agreement Map(s), which are personal to the Grant Recipient. These documents together form part of the Agreement between the Grant Recipient and the Council.

1. DEFINITIONS AND INTERPRETATION

In the Agreement the following terms shall have the following meanings:

Agreement: means the agreement between the Grant Recipient and the Council consists of these terms and conditions of funding, the Offer Letter, the Project Specification, Agreement Map, Claim Form, Inspection Report and the Declaration Form. In the event of any conflict between the documents, the terms and conditions shall prevail.

Agreement Map(s): means the final Site Location Map and Planting Map accompanying this Agreement and sent to the Grant Recipient with the Offer Letter.

Authorised Representative: such other person or persons appointed from time to time by the Council and notified to the Grant Recipient within thirty (30) Working Days of such appointment, to administer the White Rose Forest, and where such appointment is terminated or ceases and no new appointment is made or until a new appointment is made, shall mean the Council.

Basic Payment Scheme (BPS): the main scheme for direct payments to farmers under the Common Agricultural Policy (CAP). BPS shall be progressively phased out with the monies saved invested back into new schemes such as Countryside Stewardship.

Claim Form: the template document enclosed with this Agreement in Schedule 2 to be used to claim the Grant.

Community Forest: White Rose Forest.

Community Forest Map: map defining the area of the Community Forest, may illustrate a ‘halo’ of land for which sites are eligible.

- (a) **Commencement Date:** means either:
- i. (a) the date of the Grant Recipient's written acceptance of the Grant offer provided by way of completing and returning the Declaration Form; or
 - ii. (b) Where consent is required before planting, the Commencement Date is either the date this is obtained or the date of the Declaration Form, whichever is the latter.

Controller, Processor, Information Commissioner, Data Subject and Personal Data, Processing and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Law.

Data Protection Law: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419 and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party.

Declaration Form: means the Declaration Form as set out in Schedule 4 duly executed by the Grant Recipient accepting the grant offer as set out in the Offer Letter.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

EIA Regulations: means the Environmental Impact Assessment (Forestry) Regulations (England and Wales) (Amendment) Regulations 2017 (SI2017/592) as and when amended. These regulations apply to afforestation, deforestation proposals, and forest roads and quarries as amended. These apply to afforestation, deforestation proposals, and forest roads and quarries.

Eligible Expenditure: means expenditure in relation to the Funded Activities and as included in the Eligible Items.

Eligible Items: are the eligible cost items required to plant the woodland for the Programme. The full list of available eligible cost items is:

- Trees, tree guards, fencing and any associated supplies and equipment.
- Surveys, technical studies, reports supporting planning and consenting.
- Access, interpretation, signage.
- Site infrastructure – access and egress, seating, structures.
- Natural Flood Management (NFM) interventions.
- Communications material – on site and in communities.
- Community engagement costs, events, materials.
- Land acquisition and related conveyancing/legal costs.
- Project delivery management.
- Woodland establishment operations and activities.
- Payments to secure ongoing delivery of ecosystem services.
- Non-recoverable VAT (the Grant will be reduced pro rata by any proportion of VAT that proves to be recoverable).
- Depreciation of portable plant & equipment used to deliver the Project.
- Consumables & welfare items.
- Volunteer training and expenses.

Establishment Period: means the intensive period of management activity as set out in the Offer Letter and/or Project Specification following Tree Planting. This period is considered the most critical for the successful establishment of trees during which the actions set out in the Project Specification for successful Tree Establishment must be carried out to receive the full Establishment Payment.

Establishment Payments: means a payment or payments of Grant funding made under the Programme in respect of successful Tree Planting and Tree Establishment, as specified in the Offer Letter and Project Specification. Inspection of the area may be required by the White Rose Forest or an Authorised Representative before any payment is authorised.

Financial Year: means the annual period commencing 6 April and ending on 5 April over which Budget estimates are made by the UK Government and which functions as the income-tax year.

Funded Activities: means the works undertaken to achieve successful Woodland Creation and establish Woodland for which the Grant is provided. Works must only include Eligible Items, and any additional agreed costs specified in the Offer Letter.

Grant: means the grant which is payable to the Grant Recipient under and in accordance with this Agreement (as set out in the Project Specification). The Grant shall be paid according to agreed milestones and areas completely planted as set out in the Project Specification.

Ineligible Expenditure: expenditure which is not Eligible Expenditure and for which the Council is not satisfied it will be used in the delivery of the Project. Natural

Inspection Report: means the template document enclosed with this Agreement in Schedule 3.

Land: means all units of land (measured in hectare) which are proposed for Tree Planting and under which claims shall be made under this Agreement.

Natural Colonisation: means the process by which plants and woodlands are allowed to establish from seeds dispersed naturally from local sources.

Offer Letter: the letter accompanying these terms and conditions, which gives details of the Grant and forms part of this Agreement. An Offer Letter is conditional upon the Grant Recipient securing any necessary consent to undertake the planting.

Period of Obligation: a period of a minimum of 15 years, unless stated otherwise in the Offer Letter, starting from the date of payment of Grant and provided successful completion of Tree Planting for which the Grant Recipient is required to maintain the Land as Woodland. Conversion to another land use after planting may be classified by the EIA Regulations as deforestation. The current policy in England is that conversion of forest to other land uses shall not occur except in exceptional circumstances. In such an event the Council will review your entitlement to the Grant which may result in the suspension, reduction, withdrawal or reclaiming of all or part of the Grant.

Permissive Access: open public access is not a core requirement of all projects. When it is a requirement, it will be detailed in the Project Specification (Schedule 1). Where appropriate, access on foot and/or by bicycle must be provided for able bodied persons, less ambulant persons and persons with sensory impairment, the routes of permissive access must ensure access across the entire site and be managed where necessary to enable public access.

Planting Map: means a map showing the boundary and design of the planting, including the location of proposed areas of open space, the location of relevant specific Eligible Items (for example signage, site infrastructure, NFM interventions), and any fence lines. The Planting Map shall include a 6 figure OS grid reference for the woodland and a marked site access point.

Programme: Nature for Climate - Northern Forest Grow Back Greener Programme.

Prohibited Act:

- (a) offering, giving or agreeing to give to any servant of the Council (which shall include for the avoidance of doubt the Community Forest Trust) any gift or consideration of any kind as an inducement or reward for:
 - i. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or
 - ii. showing or not showing favour or disfavour to any person in relation to this Agreement.

- (b) committing any offence:
 - i. under legislation creating offences in respect of fraudulent acts; or
 - ii. under the Bribery Act 2010; or.
 - iii. under legislation creating offences in respect of fraudulent acts; or
 - iv. at common law in respect of fraudulent acts in relation to this Agreement; or
 - v. defrauding or attempting to defraud or conspiring to defraud the Council.

Project: the creation of new woodland under the Programme.

Project Specification: means the document as set out in Schedule 1 accompanying these terms and conditions and sent to the Grant Recipient with the Offer Letter providing details of the Project and the Grant to be paid to the Grant Recipient. This offer should be considered an ‘in-principle’ offer only, if approval to plant, or any other consents from statutory bodies are outstanding. Confirmation of all required consents will be required before confirmation of the offer and the Grant Recipient can commence with the Tree Planting.

Site Location Map: means a map showing the location of the planting activity subject to the Grant, provided to a recognisable scale and showing the proximity to closest city/town/village. The Site Location Map shall include a six (6) figure grid reference for the planting activity and a marked site access point.

Standard Costs: the unit cost for each site due to be planted, as outlined in the Project Specification.

Subsidy Control: means any support given in monies or monies worth in connection with the Project which is likely to be unlawful pursuant to the relevant provisions of the UK-EU Trade and Co-operation Agreement or other relevant obligations of the UK Government or any new regulatory regime related to the provision of financial support to organisations created by HM Government.

- (b) **Standard Trees:** Trees with a clear stem up to 1.8m from ground level with a head of branches, within a range of sizes, and the age is dependent on species and growth rate. Generally larger Standard Trees are selected for more vulnerable areas e.g. proximity to schools, pubs and high footfall locations, whilst smaller ones are used in quiet suburban roads.

Tree Establishment: means the successful growth and development of healthy trees and shrubs planted to create Woodland or Tree Planting focused in urban locations, the acceptable standard of which shall be determined by the Authorised Representative through an inspection to assess achievement of the minimum stocking density stated in the Project Specification, that trees are alive and growing freely, out competing other plant species and not subject to restraint by other environmental factors.

- (c) **Trees:** planted will be whips - very small single stem plants with little or no side shoots usually about a year in age, and usually between 30cm to 125cm in height. Whips are suitable for planting in larger groups or blocks to create a new woodland, extend existing woodland and create impact.
- (d) **Stocking density** will be between 1,600 – 5,000 stems per hectare, to be justified as part of the relevant site plan, with woody shrubs up to a maximum of 20%.

Tree Planting: means the physical planting of trees into suitable ground conditions by way of hand or machinery in order to facilitate the creation of new Woodland, the acceptable standard of which shall be determined by the Authorised Representative through an inspection to assess achievement of the minimum stocking density stated in the Agreement, that planting has been completed in accordance with good practice and that trees and shrubs are adequately protected from damage.

UKFS: the reference standard for sustainable forest management in the UK. It outlines the context for forestry, sets out the approach of the UK governments to sustainable forest management, defines standards and requirements, and provides a basis for regulation and monitoring – including national and international reporting.

UK Land Carbon Registry: means the public registry of Woodland Carbon Code projects, carbon units and ownership.

Unlawful Subsidy: any support given in breach of the relevant provisions of the UK-EU Trade and Co-operation Agreement or other relevant obligations of the UK Government or any new regulatory regime related to the provision of financial support to organisations created by HM Government in favour of any organisation.

- (e) **Woodland:** means woodland creation focused on urban locations created because of the Funded Activities. Open space will normally be up to 20% but could be up to a maximum of 40% where it can be fully justified. Details of the types of woodland planting eligible for support under the Programme is available from the Council.

Woodland Carbon Code Calculator: means the approved modelling tool used by the Woodland Carbon Code (the voluntary standard for UK woodland carbon projects) for predicting the carbon sequestration from Woodland Creation projects.

- (f) **Woodland Creation:** will include site assessment and planning; site preparation, for example vegetation management, ground cultivation etc; supply and planting of whips, and where appropriate supply fencing, tree shelter, mulch and labour.

Woodland Support Payment(s): means periodic payments of Grant funding made under the Programme in support of ongoing woodland establishment operations and ongoing delivery of ecosystem services, as specified in the Offer Letter and Project Specification. Periodic inspection of the Woodland may be required by the White Rose Forest or an Authorised Representative before any payment is authorised.

Working Day(s): any day other than a Saturday, a Sunday, or a day which is a public bank holiday in England.

- 1.1 References to clauses are to the clauses of these terms and conditions. Clause headings shall not affect the interpretation of these terms and conditions.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether having separate legal personality or not).
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference to a public organisation includes a reference to any successor of that public organisation.
- 1.6 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2 DECLARATIONS

- 2.1 The Grant Recipient warrants that:
 - (a) the declarations made in its application for the Grant are true and accurate to the best of its knowledge and belief, any matters which change the declarations made in the application of the Grant shall be promptly notified to the Council.

- (b) It is the sole owner of the land within the application and has full capacity and authority to enter into the Agreement alternatively:
 - i. if the Grant Recipient is a tenant the Grant Recipient shall promptly provide to the Council confirmation of the landlord's consent; or
 - ii. if the Grant Recipient is not the sole owner of land within the application the Grant Recipient shall promptly provide the Council with confirmation of all other landowners' consent.
- (c) it shall use the Grant only for the purposes of the Project and in accordance with the terms and conditions and documents set out in this Agreement. This Project will be funded on Standard Costs and milestones and the Grant Recipient shall demonstrate the Project is fully delivered to receive the agreed per hectare payment.
- (d) it is not aware of any circumstances which would prevent it from fulfilling its obligations under this Agreement.
- (e) it has not received and will not receive any duplicate funding or allowances from other public sources in respect of the same obligations it is required to undertake under the Agreement unless this is an additional delivery element that is not funded by the Programme. Funds from private or non-public sources which bring additional value or benefit to the woodland are allowed.
- (f) no work has been undertaken before the Commencement Date of this Agreement and in the event of work being undertaken will not be funded other than in respect of appropriately claimed, evidenced and verified Eligible Expenditure as required by the Grant Recipient to be able to enter into this Agreement.
- (g) all required licences, consents and permissions will be in place prior to the commencement of work.
- (h) it has not committed, nor shall commit, any Prohibited Act.
- (i) it will set out to the satisfaction of the Council that the Project does not breach the rules regarding Subsidy Control.
- (j) it shall make its own enquiries as to the accuracy and adequacy of any information on which it relies in connection with this Agreement.
- (k) if there are any changes (financial or otherwise) to its circumstances which could affect its eligibility or suitability for the Grant or its ability to fulfil its obligations under the Agreement, it will immediately provide written notice to the Council.

2.2. The Grant Recipient undertakes that:

- (a) the work will be carried out with reasonable care, thoroughness, competence and to the standard required and that all activities will be carried out by suitably qualified and experienced employees and/or volunteers.
- (b) it agrees to take steps to ensure that neither it, its employees or volunteers are placed in a position where there may be an actual or potential conflict of interest between the interests of those persons, or its organisation and duties owed to the Council under this Agreement.
- (c) It must tell the Council about any conflict that may arise. Trees planted with support under this Grant will be maintained and managed in accordance with the UKFS throughout the Period of Obligation and the Land will remain as Woodland for a minimum of the entire Period of Obligation. to start the Funded Activities within the time set out for this Project and to make reasonable progress and to carry out the Funded Activities to the Council's satisfaction.
- (d) it will always comply with all relevant legislation in the performance of its obligations under the Agreement and shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise.
- (e) it shall adequately maintain the Land to ensure successful Tree Establishment which shall be determined in the sole opinion of the Council by end of the Establishment Period.
- (f) There will be no conversion to another land use after planting partly as this may be classified by the EIA Regulations; and
- (g) If there are any carbon credits arising from registering the woodland under the Woodland Carbon Code which the Grant Recipient intends to retain or sell it shall

provide written notice to the Authorised Representative at least thirty days in advance.

- 2.3 The Grant Recipient confirms and acknowledges that the following eligibility criteria apply and where applicable undertakes that:
- (a) Woodland area: The area of Woodland supported under this Agreement is the total gross area of Land proposed for Woodland Creation including unplanted open space (up to a maximum of 40% and to be managed for environmental, recreational and/or amenity objectives).
 - (b) Woodland design standards: the design of the Woodland supported under this Agreement accords with the design criteria and standards for projects within the Programme, a copy of which is available from the Council.
 - (c) all Tree Planting required for this Agreement is within the Community Forest Map.
 - (d) the Land must be free of existing grant agreements by the Commencement Date. Where the Land is subject to an existing grant agreement this must have been declared to the Council.
 - (e) If the Land is in an Environmental Stewardship or a Countryside Stewardship agreement the Land must be removed from the Agreement, or written evidence of Natural England's consent for planting to be undertaken provided, before an agreement can be offered under the Programme.
 - (f) Climate resilience the overall suitability score for the chosen species is 'very suitable' or 'suitable' as assessed by the Forestry Commission's 'Ecological Site Classification' decision support system, which is available online via "Ecological Site Classification Decision Support System (ESC-DSS) - Forest Research" or from the Forestry Commission England upon request.
 - (g) the planting will not be managed as short rotation coppice, including but not limited to tree species willow or poplar, or for growing Christmas trees and the planting will not contain fast growing species such as eucalypts typically grown for energy production and not eligible for funding under the Programme.
 - (h) the proposal to plant trees is not a requirement to mitigate the impacts of other developments under a planning consent. It is only allowable to support Woodland Creation associated with a development scheme where the investment is clearly additional to the requirements or components of the development scheme.
 - (i) its proposal is only for afforestation and the creation of woodland as required for the Project.
 - (j) the proposal to plant trees is free from any direct commercial intent and/or any direct commercial purpose and there shall be no attempt to commercially exploit any assets partly bought, restored, conserved, or improved or created or materially affected by the Grant apart from in relation to carbon credits.
 - (k) the Land must be substantially free of trees and existing tree pits must have been empty for a period of at least three (3) years.
 - (l) all Projects will enable the completion of the Woodland Carbon Code Calculator where applicable and qualifying projects may be added to the Woodland Carbon Code Registry.
 - (m) the Project shall be delivered and all Funded Activities, where applicable, undertaken in accordance with the UKFS and the Woodland Carbon Code; and
 - (n) the Land in respect of which the Grant is to be paid is eligible land and that there are no legal or other restrictions affecting the Land which prevent the completion of the Funded Activities.

3. TERM

- 3.1 The Agreement shall commence on the Commencement Date and, subject to any earlier termination in accordance with clause 14, it shall, continue in force for the Period of the Obligation.
- 3.2 Where the Establishment Payment is paid in instalments (for example to support phased planting), the Agreement shall continue in force for a minimum of fifteen years from the date that the last instalment is paid or up to the Period of Obligation, whichever is later.

- 3.3 The parties may agree to delay the planting by amending the planting season stated in the Project Specification. The planting season can be changed by one (1) year but in any event shall not be extended beyond March 2025. The party requesting the extension must make their request in writing, no less than one (1) month before the end of the planting season. Neither party shall be under any obligation to agree to an extension requested by the other party. The extension shall take effect once it has been confirmed in writing by the Authorised Representative.
- 3.4 For the avoidance of doubt, and notwithstanding clauses 3.1, 3.2 and 3.3 once the Land has been planted as Woodland under the Agreement it must be maintained as Woodland for the entire Period of Obligation. The Grant Recipient understands that conversion to another land use after planting may be classified by the EIA Regulations as deforestation and that the current policy in England is that conversion of forest to other land uses shall not occur except in exceptional circumstances. If there is such an event the Council shall review the Grant Recipient's entitlement to the Grant which may result in the suspension, reduction, withdrawal or reclaiming of all or part of the Grant and may choose to terminate the Agreement.

4. TRANSFERS OR ACQUISITIONS OF LAND

- 4.1. In the event of the Grant Recipient intending to relinquish the lease or tenancy of the Land, the Grant Recipient shall notify the Council promptly and in advance of any such sale or transfer.
- 4.2. In the event of the Grant Recipient intending to sell or transfer the Land, the Grant Recipient shall notify the Council promptly and in advance of any such relinquishing.
- 4.3. In the event of any permanent boundary changes, acquisition of new land or any other changes to or around the Land then the Grant Recipient shall notify the Council promptly and where possible in advance.
- 4.4. Upon notification of any changes affecting the Land pursuant to clauses 4.1, 4.2 or 4.3, the Council shall review the Grant Recipient's entitlement to the Grant. Following this review the Council shall inform the Grant Recipient whether it will suspend, reduce, withdraw or reclaim all or part of the Grant and the Council may choose to terminate the Agreement.
- 4.5. In the event of the transfer or acquisition of the Land, if the Woodland is not maintained by the new owner or tenant (the Council shall use its best endeavours to work with the new tenant or owner with the aim of transferring the Grant and the Agreement but shall not be required to do so) or if the Woodland is removed then the Council shall reclaim the Grant in full (with interest applied at a daily rate equivalent to the Bank of England base rate plus 1%) from the Grant Recipient.
- 4.6. Only land in the Community Forest area is eligible for this Grant except where, in exceptional cases, dispensation is granted by the Council in association with DEFRA.

5. AMOUNT OF GRANT

- 5.1. The Council shall pay the reasonable costs in relation to the Eligible Items and undertaking the Funded Activities for delivering Woodland Creation. The amount of the Grant shall be set out in the Offer Letter and Project Specification. Under no circumstances shall the Council be liable to pay to the Grant Recipient any more than the total amount of the Grant.
- 5.2. The Grant shall be paid only in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Grant shall not be used to fund Ineligible Expenditure.

- 5.3. The award of Grant for Natural Flood Management interventions (for example installing leaky woody dams) shall be at the Council's absolute discretion and shall require supporting evidence to demonstrate that the interventions are beneficial and required. For example, that the Land is within a priority catchment for flood risk management.
- 5.4. The Grant may include both Establishment Payments and Woodland Support Payments:
 - (a) Establishment Payments shall be made in respect of successful Tree Planting and Tree Establishment, as specified in the Offer Letter and Project Specification and as determined in the sole opinion of the Council. Inspection of the Land may be required by the Council or an Authorised Representative before any payment is authorised.
 - (b) Woodland Support Payments may be made periodically, including annually, in support of ongoing woodland establishment operations and ongoing delivery of ecosystem services, as specified in the Offer Letter and Project Specification. Periodic inspection of the Woodland may be required by the Council or an Authorised Representative before any payment is authorised. Woodland Support Payments shall only be made during the Period of Obligation and may be made for all or part of the Period of Obligation.
- 5.5. Following submission of an application the Council may contact the Grant Recipient to discuss the design in the application and the potential to remove or change individual planting sites to fit with available funding (subject to identified site constraints).
- 5.6. The Grant must not be used to support activity which influences or attempts to influence Parliament, Government or political parties, to propagate a religion or belief, or to influence the awarding or renewal of contracts or grants, or to influence legislative or regulatory action.
- 5.7. The Council makes no commitment to renewing or continuing funding after the term of this Agreement as set out in clause 3 and shall not be liable for any additional cost incurred by the Grant Recipient either during or after the term.
- 5.8. Where the Grant Recipient intends to apply to a third party (including without limitation a DEFRA source or body) for other funding for the Funded Activities, the Grant Recipient shall:
 - a) notify the Council before such application is made; and
 - b) seek the Council's agreement to the application.
- 5.9. When the Council receives a notification under clause 5.8, it shall consider whether to object to such funding application and shall notify the Grant Recipient accordingly. If the Council objects to the funding application, the Grant Recipient shall not make such application.
- 5.10. In the event that the Grant Recipient is notified by Council that it objects to the funding application and the Grant Recipient proceeds with the application in any event, or in the event that the Grant Recipient fails to notify the Council of the funding application, then the Council may terminate this Agreement pursuant to clause 14.1 (j) and withhold, suspend, reduce, or require repayment of the Grant, in full or in part, pursuant to clause 7.
- 5.11. When the Council does not object to a funding application under clause 5.8 and when such funding is obtained, the Grant Recipient shall promptly provide the Council with details of the amount and purpose of that funding and confirm there is no overlap or duplication of funding ("Dual Funding"). Where in the sole opinion of the Council, third-party funding constitutes Dual Funding, the amount of Grant may be reduced or withdrawn by the Council or re-payment required. The Council's decision shall be final and binding.

6. PAYMENT

- 6.1. To claim payment of the Grant or any element of the Grant that the Grant Recipient may be entitled to in accordance with this Agreement the Grant Recipient must submit a completed valid Claim Form to the Authorised Representative within the same Financial Year of the Funded Activities.
- 6.2. If the Authorised Representative is not satisfied that the Funded Activities to which the Claim Form relates have been completed to acceptable standards, the Authorised Representative shall first discuss their concerns with the Grant Recipient and, wherever reasonable to do so, shall provide the Grant Recipient with the opportunity to undertake remedial works to achieve the standards required. If the remedial works do not rectify the concerns or if there is a persistent breach, the Council may terminate the Agreement in accordance with clause 14.
- 6.3. If the Grant Recipient claimed Basic Payment Scheme (BPS) on the Land the claim must include confirmation that the Grant Recipient has notified the Rural Payments Agency (RPA) of the Tree Planting by submitting an RLE1 form (<https://www.gov.uk/government/publications/tell-the-rural-payments-agency-aboutland-changes-and-entitlement-transfers>) and that the Grant Recipient shall update the land use code in the next BPS application (for current land use codes see here: <https://www.gov.uk/guidance/bps-2016-land-use-codes>).
- 6.4. Following receipt of a complete and valid Claim Form, the Grant Recipient shall be notified by the Authorised Representative whether an inspection shall be required. Within thirty (30) days of either notification no inspection is required or completion of a notified inspection, the Council shall endeavour to pay the Grant to the Grant Recipient (partially or in full) depending on whether the Funded Activities have been met.
- 6.5. The Grant Recipient shall submit a valid Claim Form to the Authorised Representative within the Financial Year that the Grant Recipient becomes entitled to claim payment for the Grant or an element of the Grant under this Agreement.
- 6.6. The Grant shall be paid directly to the Grant Recipient's nominated business bank account situated in the UK via BACS transfer by the Council, in pounds sterling and shall be shown in the Grant Recipient's accounts as a restricted fund.
- 6.7. The Grant Recipient agrees and accepts that payment of the Grant can only be made to the extent that the funds are available. The amount of the Grant shall not be increased in the event of any overspend by the Grant Recipient.

7. REPAYMENT

- 7.1. The Council reserves the right to withhold, suspend, reduce, or require repayment of the Grant as set out in this clause 7, in full or in part, if at any time:
 - (a) the Grant Recipient breaches the Agreement; or
 - (b) the Grant Recipient: fails to comply with this Agreement; or
 - (c) in the opinion of the Council, the Grant Recipient fails to meet Woodland Creation criteria within the Establishment Period; or
 - (d) there is a change in circumstances affecting the Grant Recipient's eligibility to receive the Grant; or
 - (e) there is a change to the Land pursuant to clause 4; or
 - (f) any money is incorrectly paid to it either due to administrative error or otherwise.
- 7.2. If the Grant Recipient does not ensure, in the sole opinion of the Council, successful Tree Establishment or does not maintain the Land as Woodland for the Period of Obligation, then the Council can require the original Grant to be repaid by the Grant Recipient (interest may be applied at a daily rate equivalent to the Bank of England base rate plus 1%).

- 7.3. If the Grant Recipient does not ensure successful Woodland Creation within the Establishment Period, then the Council can require the original Grant to be repaid by the Grant Recipient (interest may be applied at a daily rate equivalent to the Bank of England base rate plus 1%).
- 7.4. If any sum becomes repayable under the Agreement, it shall be treated as a debt owing by the Grant Recipient to the Council until such time as the outstanding amount is repaid. A recovery order shall be issued to the Grant Recipient specifying the amount to be repaid and the date by which repayment must be made.
- 7.5. If the Grant Recipient fails to make a repayment within sixty (60) days of the date of the relevant recovery order, the Council reserves the right to charge interest on the outstanding debt at a daily rate equivalent to the Bank of England base rate plus 1%.
- 7.6. Where any sum is repayable under the Agreement and the Grant Recipient has failed to repay the outstanding amount within the period specified in the recovery order, the Council reserves the right to deduct the outstanding debt from future payments due to the Grant Recipient under this Agreement and any other agreement the Council may have with the Grant Recipient, or to terminate the Agreement in accordance with clause 14. This provision is without prejudice to any other legal remedy available to the Council to enforce the recovery of unpaid debts.
- 7.7. If the Grant Recipient continues to make a funding application after being notified by the Council to cease or the Grant Recipient fails to notify the Council of the funding application under clause 5.11.

8. ACCESS TO DOCUMENTS AND INFORMATION

- 8.1. The Funded Activities carried out by the Grant Recipient shall be monitored and reviewed in accordance with this Agreement.
- 8.2. The Grant Recipient shall, upon request, supply any documents, information, data, reports or written or verbal explanations which may be required by the Council or its Authorised Representative or any other UK public body in connection with this Agreement.
- 8.3. The Grant Recipient agrees to take before and after photographs of each planting area and of the Funded Activities the Grant Recipient is being or have been awarded funds for, keep them for a period of seven years and make them available upon request.
- 8.4. If the Grant Recipient keeps personal information about individuals the Grant Recipient shall fully comply with its responsibilities under Data Protection Law. The Funded Activities carried out by the Grant Recipient shall be monitored and reviewed in accordance with this Agreement.
- 8.5. The Grant Recipient must give the Council access to any financial or other records relating to the Grant and allow the Council to take copies of documents. The Grant Recipient shall keep copies of all records for seven years from the date of our last payment to the Grant Recipient. Records include original invoices, receipts, accounts and legal documents.
- 8.6. The Grant Recipient shall treat all information which the Council provides to the Grant Recipient as confidential and keep it safe unless the Council agrees otherwise. The Grant Recipient must not pass on such information to any third party without the Council's consent. The Grant Recipient shall not use the confidential information except for the site for which the Grant is given. If the Grant Recipient fails to comply with these requirements the Council may terminate this Agreement immediately by giving notice in writing.

9. SITE VISITS

- 9.1. The Council and/or its Authorised Representative, shall be entitled to inspect the Grant Recipient's land or premises, at all reasonable times and on reasonable (a minimum of forty-eight (48) hours) notice, throughout the duration of the Agreement, Establishment Period and Period of Obligation for the purpose of ensuring that the Agreement has been complied with.

10. MAINTENANCE OF ACCOUNTS AND RECORDS AND FINANCIAL MANAGEMENT

- 10.1. The Grant Recipient shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant and evidence of compliance with this Agreement.
- 10.2. The Grant Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least seven years from termination or expiry of this Agreement. Such records can be kept as paper records and/or electronic formats provided that the records are kept secure and where electronic records are held there is a backup copy. The Council and/or its Authorised Representative) shall have the right to review the Grant Recipient's accounts and records relating to the Grant and to take copies of such accounts and records.
- 10.3. The Grant Recipient shall always comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.
- 10.4. The Grant Recipient shall have a sound administration and audit process, including internal financial controls to safeguard against fraud and theft. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified promptly to the Council.
- 10.5. The Grant Recipient shall comply with (and facilitate the Council's compliance with) all statutory requirements, standards and the Council directions as regards accounts, audit, financial reporting, validation, assurance or examination of accounts, annual reports and annual returns applicable to the Grant Recipient and the Council.
- 10.6. The Grant Recipient shall comply with the recommendations of the Public Accounts Committee and any other expenditure controls specified by government.

11. Intellectual Property Rights

- 11.1. All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights (whether registered or not) whatsoever owned by or licensed to either the Grant Recipient or the Council before the Commencement Date or developed by either party under the Agreement, shall remain the property of that party.

12. Data And Information

- 12.1. The parties shall comply with Data Protection Law in delivering their obligations under the Agreement. This clause 12 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under Data Protection Law.
- 12.2. Where the grant recipient collects personal data on behalf of the Council, the parties acknowledge that for the purposes of Data Protection Law, the Council is the Controller, and the Grant Recipient is the Processor. Schedule 5 sets out the scope, nature and purpose of processing by the Council, the duration of the processing and the types of Personal Data and categories of Data Subject.

- 12.3. Without prejudice to the generality of Clause 12.1 the Grant Recipient shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Council for the duration and purposes of this agreement.
- 12.4. Without prejudice to the generality of Clause 12.1, the Grant Recipient shall, in relation to any Personal Data processed in connection with the performance by the Grant Recipient of its obligations under this Agreement:
- a) process that Personal Data only on the documented written instructions of the Council unless the Grant Recipient is required by Domestic Law to otherwise process the Personal Data. Where the Grant Recipient is relying on Domestic Law as the basis for processing Personal Data, the Grant Recipient shall promptly notify the Council of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Grant Recipient from so notifying the Council.
 - b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
 - c) ensure that all personnel and sub-contractors who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - d) not transfer any Personal Data outside of the UK unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - i. the Council or the Grant Recipient has provided appropriate safeguards in relation to the transfer.
 - i. the data subject has enforceable rights and effective legal remedies.
 - ii. the Grant Recipient complies with its obligations under the Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred; and
 - iii. the Grant Recipient complies with reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data.
 - d) assist the Council in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
 - f) notify the Council without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement.
 - g) at the written direction of the Council, delete or return Personal Data and copies thereof to the Council on termination of the Agreement unless required by Data Protection Law to store the Personal Data.
 - h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 12 and allow for audits by the Council or the Council's designated auditor pursuant to Clause 8 and immediately inform the Council if, in the opinion of the Grant Recipient, an instruction infringes Data Protection Law.
- 12.5. The provisions of clause 12 above shall apply during the continuance of the Agreement and after its expiry or termination until any Personal Data which the Council has responsibility for has been returned and / or verified as securely destroyed.
- 12.6. The Grant Recipient acknowledge that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).

- 12.7. The Grant Recipient agrees to provide all necessary assistance and cooperation which is reasonably requested by the Council for the purposes of complying with its obligations under the FOIA and EIRs. If the Grant Recipient is required to supply information pursuant to a FOIA and/or EIR request, it shall subject to this Clause 12 supply all such information which is within its possession or control within ten (10) Working Days (or such other period as the Council shall reasonably require).
- 12.8. If the Grant Recipient receives a FOIA and/or EIR request from a member of the public, it shall not respond to the request but shall forward the request to the Council within two Working Days of receipt.
- 12.9. The Council shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA and/or the EIRs.

13. LIMITATION OF LIABILITY

- 13.1. Neither party excludes or limits its liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.
- 13.2. The Council and/or its Authorised Representatives shall not be liable for any consequential losses, whether direct or indirect, arising from the Agreement or the use of the Grant or from withdrawal from the Grant by the Grant Recipient.
- 13.3. Subject to clauses 13.1 and 13.2, the Council's total aggregate liability in connection with the Agreement shall not exceed the amount of the Grant.
- 13.4. The Grant Recipient shall indemnify the Council and its Authorised Representative against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising because of its default, neglect, actions or omissions in connection with the Agreement, including in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.

14. TERMINATION

- 14.1. The Council may terminate the Agreement on written notice, with immediate effect and at any time if:
 - (a) the Grant Recipient breaches, or there is anticipatory breach of the Agreement or there is a change in circumstances affecting the Grant Recipient's eligibility to receive the Grant; or
 - (b) the Grant Recipient has failed to repay any sum upon demand which has become recoverable under the Agreement; or
 - (c) the Grant Recipient is, in the reasonable opinion of the Council, delivering and/or maintaining the Funded Activities in a negligent manner; or
 - (d) the Grant Recipient obtains funding from a third party for Funded Activities during the term of this Agreement, which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Funded Activities or Council into disrepute; or
 - (e) the Grant Recipient provides the Council with any materially misleading or inaccurate information; or
 - (f) the Council determines (acting reasonably) that any of the Grant Recipient's directors or employees has acted dishonestly or negligently at any time during the term of this Agreement and to the detriment of the Council, or has taken any actions which unfairly bring or are likely to unfairly bring the Council (including its name or reputation) into disrepute; or
 - (g) the Grant Recipient transfers, assigns or novates to any third party, or encumbers in any way, the Grant without the consent of the Council; or

- (h) the Grant Recipient ceases to operate for any reason (including through winding up, dissolution, insolvency, bankruptcy, receivership, administration, liquidation) or the Grant Recipient is unable to pay its debts as they fall due; or
- (i) the Grant Recipient fails to repay within the period specified in a recovery order any sum which has become recoverable; or
- (j) the Grant Recipient continues with an application for funding after being notified by Council that it should cease to do, or the Grant Recipient fails to notify the Council of the funding application under clause 5.10 or on the Grant Recipient's death or long-term professional incapacity which in the sole opinion of the Council the Grant Recipient is unable to continue the Agreement; or
- (k) there is a breach of any of the following conditions clause 2.1 warranties, clause 2.2 or 2.3 undertakings, clause 3.4 establishment of Woodland, clause 4 transfer or clause 6.2 acceptable standards.

14.2. The Grant Recipient may terminate the Agreement at any time prior to the commencement of Tree Planting by giving written notice to the Authorised Representative.

14.3. In the event of a change in policy direction, this Agreement may be terminated by the Council with immediate effect by notice in writing (such notice period as the Council determines, at its absolute discretion, shall be reasonable in all the circumstances).

15. CONSEQUENCES OF EXPIRY OR TERMINATION

15.1. Expiry or termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or termination which existed at or before the date of expiry or termination.

15.2. Expiry or termination of the Agreement shall not affect the continuing rights and obligations of the parties under clauses 7 (Repayment), 8 (Access to Documents and Information), 9 (Site Visits), 10 (Maintenance of Accounts and Records and Financial Management), 11 (Intellectual Property Rights), 12 (Data and Information), 13 (Limitation of Liability), 14 (Termination), 17 (Severability), 19 (Waiver), 20 (Notices), 21 (Dispute Resolution), 25 (Publicity), 26 (Insurance), 27 (Entire Agreement), 28 (Third Party Rights), 30 (Governing Law),

or any other provision in the Agreement which is expressly stated to survive expiry or termination of the Agreement, or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

16. VARIATION

16.1. The Council reserves the right to vary this Agreement at any time. Any variation shall be affected in writing and notified to the Grant Recipient in advance. The Council shall endeavour to give such notice, which in the sole opinion of the Council, is reasonable and proportionate, having regard to the nature of the variation and its consequences for the Grant Recipient.

16.2. The Grant Recipient may request a variation to the Agreement by writing to the Council. The Council may but shall not be obliged to vary the Agreement and such decision shall be given in writing.

17. SEVERABILITY

17.1. If any term, condition or provision of the Agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions or any other documents referred to in the Agreement.

18. FORCE MAJEURE

- 18.1. If the Grant Recipient is prevented from complying with its obligations under the Agreement due to force majeure or exceptional circumstances, the Authorised Representative must be notified in writing, within twenty (20) days from the date of prevention.
- 18.2. Force majeure or exceptional circumstances shall include:
- (a) a severe natural disaster gravely affecting the Land.
 - (b) an unforeseeable substantial farm business catastrophe affecting the Land.
 - (c) the unavailability of specific goods to carry out the Project.
 - (d) the placing of severe movement restrictions for whatever reason.
 - (e) an epizootic or a plant disease affecting part or all of the Grant Recipient's crops, trees or livestock; or
 - (f) expropriation of all or a large part of the Land (provided that the expropriation could not have been anticipated at the Commencement Date.)
- 18.3. The Authorised Representative shall consider the facts on a case-by-case basis in deciding whether the Grant Recipient is relieved of all or part of its obligations under the Agreement and whether all or part of the Grant shall be suspended or repaid.

19. WAIVER

- 19.1. No failure or delay by either party to exercise any right or remedy under the Agreement shall be construed as a waiver of any other right or remedy.

20. NOTICES

- 20.1. All notices in relation to the Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, electronically mailed, or mailed (first class postage prepaid) using the address of the relevant party as referred to above or otherwise notified in writing. It is the Grant Recipient's responsibility to notify the Council of any changes to its contact details.
- 20.2. If personally delivered or if e-mailed, all such notices shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day), and if mailed all such notices shall be deemed to have been given and received on the second Working Day following such mailing.

21. DISPUTE RESOLUTION

- 21.1. In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Authorised Representative or any other individual nominated by the Council from time to time. The parties shall procure that their representatives, meet to consider the dispute within fourteen (14) days of it being referred to them.
- 21.2. Should the complaint or dispute remain unresolved within 28 days of the matter first being referred to the Authorised Representative or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Council and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and the Recipient.
- 21.3. In the absence of agreement under clause 21.2 the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate

dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

- 21.4. A mediator (“the Mediator”) shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days, the mediator shall be nominated by the Centre for Effective Dispute Resolution (“CEDR”) upon the application of either party. The parties shall within ten (10) Working Days of the appointment of the Mediator agree a process for the exchange of all relevant information and the structure to be adopted for the mediation.
- 21.5. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 21.6. If the parties fail to reach a mediated or other settlement within thirty (30) Working Days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the Courts.

22. NO PARTNERSHIP OR AGENCY

- 22.1. The Agreement shall not create any partnership or joint venture between the Council and the Grant Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

23. SUBSIDY CONTROL

- 23.1. The Programme is intended to support the delivery of public goods associated with Woodland Creation and is non-economic in nature. Where the provision of a Grant under the Programme is considered a subsidy to the Grant Recipient by the Council, or their Authorised Representatives, the Council may require the Grant Recipient to show that the Grant is in line with current Subsidy Control guidance. The Grant Recipient may be required to demonstrate that the Grant provided does not breach current Subsidy Control rules by a confirmatory legal letter from a qualified solicitor. Guidance on Subsidy Control is available from the Council.

24. PROCUREMENT

- 24.1 The Grant Recipient agrees that any services, supplies or works required in connection with the delivery of the Project shall be procured in compliance with either the Public Contracts Regulations 2015 or the Grant Recipient’s own internal contract procedure rules and standing orders (together known as the “Contract Procedure Rules”). The procurement of services, supplies or works shall always demonstrate good value for money and the Grant Recipient shall
- a. where the Contract Procedure Rules require, use all reasonable endeavours to obtain not less than three tenders from potential suppliers or contractors.
 - b. where the Contract Procedure Rules require, select a supplier or contractor based on overall value for money and suitable skill and experience.
 - c. use a fair and documented decision-making process in selecting suppliers or contractors and considering of the need for public sector accountability and probity.
 - d. If a procurement process is not possible, the Grant Recipient shall be required to demonstrate that the costs of Funded Activities are in line with Programme standards. In seeking to ensure good value for money the Grant Recipient shall note that under this Programme the lowest cost is not deemed to always represent the best value for money.

25. PUBLICITY

- 25.1. The Grant Recipient shall not make any press announcements or publicise this Agreement in any way without the Council's prior written approval and any communications should only be made with the prior written agreement of the White Rose Forest Communications Manager (such agreement and consent not to be unreasonably refused or delayed).
- 25.2. The Council shall be entitled to publicise this Agreement in accordance with any legal obligation on the Council, including pursuant to Freedom of Information Act 2000, Environmental Information Regulations 2004 or to any examination of the contract by an auditor, but where the Council does make such publication then any such information shall be deemed to be in the public domain and no longer subject to any confidentiality between the parties and the Grant Recipient may make use of it without obtaining the Council's consent under clause 25.1 above.

26. INSURANCE

- 26.1. The Grant Recipient must consider all possible risks involved in carrying out the Project and the Funded Activities and take appropriate action to protect the public and everyone involved. This shall include implementing health and safety and fire safety advice and meeting any legal obligations.
- 26.2. The Grant Recipient shall maintain adequate insurance including but not limited to public liability insurance, and where applicable, employer's liability insurance to meet minimum statutory requirements. The Grant Recipient shall promptly advise the Council with details of such insurance cover on request. Minimum insurance requirements for the Project and Funded Activities are:
 - a. public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000.00) in relation to any one claim or series of claims arising from the Project; and
 - b. employer's liability Insurance with a limit of indemnity of not less than ten million pounds (£10,000,000.00) in relation to any one claim or series of claims arising from the Project.

27. ENTIRE AGREEMENT

- 27.1. This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

28. THIRD PARTY RIGHTS

- 28.1. This Agreement does not and is not intended to confer any contractual benefit on any person who is not a party to the Agreement.

29. JOINT AND SEVERALLY LIABLE

- 29.1. Where the Grant Recipient is not a company or an incorporated or associated entity with a distinct legal personality of its own, any individuals who enter and sign this Agreement on behalf of the Grant Recipient shall be jointly and severally liable for the Grant Recipient's obligations and liabilities arising under this Agreement.

30. GOVERNING LAW

- 30.1. The Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

SIGNATURE PAGE for Grant Agreement between The North Yorkshire Council and The Council of the Borough of Kirklees

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by THE COUNCIL OF THE BOROUGH OF KIRKLEES AFFIXING ITS CORPORATE COMMON SEAL IN THE PRESENCE OF	
Print Name(s):	
Position:	
Date:	

EXECUTED AS A DEED BY THE NORTH YORKSHIRE COUNCIL AFFIXING ITS CORPORATE COMMON SEAL IN THE PRESENCE OF:	
Print name(s):	
Position:	
Date:	

SCHEDULE 1

PROJECT SPECIFICATION	
Northern Forest – Grow Back Greener	
Grant Agreement Ref No.	WRF_23-24NF_007
Project Name	North Yorkshire Council Standards
Grantee	The North Yorkshire Council
Project Periods	Planting period: 1 year Establishment period: 3 years
Total number of trees to be planted	Standards: 83
Grant Value (£)	£55,527
Site Reference Number(s)	2023_Nyc_467, 2023_Nyc_468, 2023_Nyc_477, 2023_Nyc_478, 2023_Nyc_479, 2023_Nyc_480, 2023_Nyc_483, 2023_Nyc_484, 2023_Nyc_485, 2023_Nyc_517, 2023_Nyc_519, 2023_Nyc_520, 2023_Nyc_521, 2023_Nyc_522, 2023_Nyc_524
Funding Period Start Date	22/02/2024
Funding Period End Date	31/03/2027
Duration of this Grant Agreement (Period of Obligation – land use change in the T&C)	15 years

Grant-funded items and costs			
Note: All items to include planting and establishment materials and operations outlined in the <u>Project Description</u> .			
Item No.	Item Description	Financial Year of Activity	Cost (£)
1	Aireville Park (15 standards) 2023_Nyc_468 Note: To be planted in line with historic environment recommendation noted in Appendix 3.	2023/24	10,035
2	Allhallowgate (8 standards) 2023_Nyc_477	2023/24	5,352
3	Belmont Park (2 standards) 2023_Nyc_478	2023/24	1,338
4	Carlton Road (3 standards) 2023_Nyc_479	2023/24	2,007
5	Harlow Hill (5 standards) 2023_Nyc_480	2023/24	3,345
6	Shortbank Road (4 standards) 2023_Nyc_467	2023/24	2,676
7	Slingsby Walk (5 standards) 2023_Nyc_483	2023/24	3,345
8	Spa Park (2 standards) 2023_Nyc_484	2023/24	1,338
9	Station View (4 standards) 2023_Nyc_485	2023/24	2,676
10	The Stray Harrogate North (3 standards) 2023_Nyc_517	2023/24	2,007
11	The Stray Harrogate South (3 standards) 2023_Nyc_522	2023/24	2,007
12	Valley Gardens (8 standards) 2023_Nyc_519	2023/24	5,352
13	West Park (1 standard) 2023_Nyc_520	2023/24	669
14	Wetherby Road (16 standards) 2023_Nyc_521	2023/24	10,704
15	Wetherby Road Playground (4 standards) 2023_Nyc_524	2023/24	2,676
	TOTAL		£55,527

Claim Schedule		
Claim No.	Claim Description & Timing	Max. amount that can be claimed
1	100% of grant, upon submission of a claim form with evidence of project completion. To be claimed by grantee by 31/03/2024.	£55,527
Your WRF officer may visit your site to evidence the works. Please also retain the following evidence of project activity:		<ul style="list-style-type: none"> • Geotagged photographs/images of the work completed. • Invoices
Cash flow assistance can be discussed with your Project Officer and Grants Manager.		

Further Project Description																																											
Green Streets®	Approx. 46% of trees lie within the White Rose Forest's Green Streets priority targeting area.																																										
Landscapes for water	Approx 50% of trees lies within the White Rose Forest's Landscapes for Water priority targeting area.																																										
Biodiversity	The proposed new planting will add to the biodiversity value of the North Yorkshire District.																																										
'1000 Tree Challenge'	You have decided not to facilitate a '1000 tree challenge' community planting event during the planting period.																																										
Project Site Breakdown	<p>This agreement will deliver £55,527 worth of standards planting by North Yorkshire Council, equating to 83 trees across 15 sites in locations outlined in WRF site maps (Appendix Item 1).</p> <p>Trees planted should meet the definition of a standards and be planted with necessary support and protection outlined in Appendix Item 2, a minimum of 10m apart.</p> <p>The grant allocation of £669 per tree is designed to cover around 80% of the costs of individual standard planting, with any remaining costs to be met by North Yorkshire Council. Eligible items for funding to ensure survival of standard trees include a minimum of:</p> <ul style="list-style-type: none"> - Tree supply - Stakes and ties - Mulch - Hydration bag - Planting labour - Aftercare costs for 3 years post-planting, including re-mulching, watering, replacing/fixing damaged or broken protection. <table border="1"> <thead> <tr> <th>WRF Ref & Name</th> <th>No. Of Standards</th> <th>Standards (£)</th> <th>No. Of Whips</th> <th>Whips (£)</th> <th>Whips (£/ha)</th> <th>Total Cost (£)</th> </tr> </thead> <tbody> <tr> <td>Aireville Park 2023_Nyc_468</td> <td>15</td> <td>10,035</td> <td>-</td> <td>-</td> <td>-</td> <td>10,035</td> </tr> <tr> <td>Allhallowgate 2023_Nyc_477</td> <td>8</td> <td>5,352</td> <td>-</td> <td>-</td> <td>-</td> <td>5,352</td> </tr> <tr> <td>Belmont Park 2023_Nyc_478</td> <td>2</td> <td>1,338</td> <td>-</td> <td>-</td> <td>-</td> <td>1,338</td> </tr> <tr> <td>Carlton Road 2023_Nyc_479</td> <td>3</td> <td>2,007</td> <td>-</td> <td>-</td> <td>-</td> <td>2,007</td> </tr> <tr> <td>Harlow Hill 2023_Nyc_480</td> <td>5</td> <td>3,345</td> <td>-</td> <td>-</td> <td>-</td> <td>3,345</td> </tr> </tbody> </table>	WRF Ref & Name	No. Of Standards	Standards (£)	No. Of Whips	Whips (£)	Whips (£/ha)	Total Cost (£)	Aireville Park 2023_Nyc_468	15	10,035	-	-	-	10,035	Allhallowgate 2023_Nyc_477	8	5,352	-	-	-	5,352	Belmont Park 2023_Nyc_478	2	1,338	-	-	-	1,338	Carlton Road 2023_Nyc_479	3	2,007	-	-	-	2,007	Harlow Hill 2023_Nyc_480	5	3,345	-	-	-	3,345
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	Shortbank Road 2023_Nyc_467	4	2,676	-	-	-	2,676
	Slingsby Walk 2023_Nyc_483	5	3,345	-	-	-	3,345
	Spa Park 2023_Nyc_484	2	1,338	-	-	-	1,338
	Station View 2023_Nyc_485	4	2,676	-	-	-	2,676
	The Stray Harrogate North 2023_Nyc_517	3	2,007	-	-	-	2,007
	The Stray Harrogate South 2023_Nyc_522	3	2,007	-	-	-	2,007
	Valley Gardens 2023_Nyc_519	8	5,352	-	-	-	5,352
	West Park 2023_Nyc_520	1	669	-	-	-	669
	Wetherby Road 2023_Nyc_521	16	10,704	-	-	-	10,704
	Wetherby Road Playground 2023_Nyc_524	4	2,676	-	-	-	2,676
	TOTALS	83	£55,527	-	-	-	55,527
Project Funding Breakdown	Breakdown of funds used to support this project.						
	Source of Funding (£)			Total (£)			
	1) Grow back Greener (NF) Approx. 80% of cost per tree. Planted in locations specified on White Rose Forest's site maps (Appendix Item 1) and in line with WRF's Standard Tree Planting Specification (Appendix Item 2).			£55,527			
	2) NYC Internal Budget Additional planting and establishment costs (approx. 20% of individual standard planting cost) to be covered by NYC. [In Kind benefit from staff time and overheads]			£13,882			

Appendices	
Appendix No.	File Name & Description
1	NYC All Sites Planting Locations.pdf
2	Standard Tree Planting Specification.doc
3	Aireville Park Archaeology Response

SCHEDULE 2

Example - CLAIM FORM

White Rose Forest Capital Grant Claim	
CLAIM FORM	
Contract Agreement Ref No.:	WRF_23-24NF_007
Type of Funding:	Northern Forest (Grow Back Greener)
Size of Project (S/M/L):	L
Grant Recipient Name:	North Yorkshire Council
Project Name:	North Yorkshire Council Standards
Claim No:	

Please complete the sections below to make your grant claim.

1. Claim Amount

Is the claim based on a percentage of the total grant amount?	(Yes or no) NO
What percentage of the grant amount is being claimed?	
Describe the work you have undertaken and want to claim for:	
Amount of grant claimed:	

2. Claim Evidence

Have you provided all the photographic evidence required for this claim? (See guidance below)	No
If no, please state when these will be provided.	
For projects where a percentage of the grant monies were paid in advance of the planting, please provide invoices for the expenditure incurred.	Is this applicable to your claim? Yes If it is, have you provided the invoices? No, but will send by the end of April

Guidance on the photographic evidence needed.

- Geotagged photographs of all your planted sites are required to process this claim.
- Where possible, please provide some photos taken before the planting took place.
- For small or medium size schemes (<£50k grant or <0.2ha's) please provide at least 3 photographs of the planted trees for each site.
- For large or landscape schemes (>£50K and >0.2ha's) please provide up to 6 photographs showing the whole area planted.
- All photographs need to contain GPS metadata or 'Geotagging'. Please speak to your WRF project officer/point of contact, for more guidance on this, if needed.
- Photographs should clearly show the planted trees and be no more than 2MB (preferable 0.5M) per photo.
-

If you are claiming for more than one site, please complete the table below numbering your photos accordingly and save them using the site name.

Photo No.	Date Taken	Site Name	Site Ref. No.	Description
1				
2				
3				
4				
5				
6				

3. Community Engagement

<p>Please state how many community volunteers participated in the planting. (If more than one site, please list the numbers for each site separately, if possible).</p>
<p>zero</p>

4. Declaration

<p>By signing this form:</p> <ul style="list-style-type: none"> • I declare the information provided is accurate and true to the best of my knowledge. • I have authority to sign and submit this information on behalf of the Grant Recipient. 	
Signature:	
Name:	
Job Title: (Position in organisation)	
Date:	

Please return this form to WRF Contracts' Manager – Jeremy.thackray@kirklees.gov.uk

SCHEDULE 3

Example - INSPECTION REPORT

Inspection Report (relating to Agreement with the Council of the Borough of Kirklees (KC) accountable body for the White Rose Forest Project).		
Agreement Reference Number		
Agreement Name		
Agreement Type		
Inspection Report Reference		
Date of Inspection		
Inspection Report Completed by		
Inspection Summary		
Timing of Inspection		
Weather Conditions		
Names of individuals present during Inspection Include organisation name if applicable		
Other Documents relevant to Inspection e.g. maps/notes etc Include references if applicable		
Photographs taken during Inspection Include references if applicable		
Work completed as per Agreement	Yes	Notes
	No	Action Required
Signature:		
Date:		
Name:		
Email:		

**SCHEDULE 4
DECLARATION FORM**

Project Name:	North Yorkshire Council Standards
Grant Agreement Ref No:	WRF_23-24NF_007
Funding:	Northern Forest – Grow Back Greener
Name of Grant Recipient:	The North Yorkshire Council

For and on behalf of the Grant Recipient, we declare: -

- we are the landowner of the Project sites.
- to the best of our knowledge, all the information we have provided relating to this grant application is accurate and true.
- we have authority to sign the grant agreement documents and accept the grant.
- we will comply with the Terms and Conditions and all supporting Schedules appended to the Agreement.
- we have obtained all necessary permits/consents/permissions and met all relevant legal requirements.
- we are not receiving payment for these items under any previous woodland grant or other publicly funded schemes.
- we understand the Grant Agreement terms and conditions are intended to be legally binding.
- we will inform the Council if there is a force majeure or exceptional circumstance affecting the Project or any part of the Project and will present any subsequent changes to the Project for negotiation and agreement in writing to the Council and
- we shall ensure any third party conducting the works required under this Grant Agreement provide adequate insurance, appropriate health and safety practices and risk assessments.

Signature:	
Name:	Helen Arnold
Position:	Tree & Woodlands Manager
Dated:	

SCHEDULE 5

Publicity and Consent for photographs and interviews



The White Rose Forest is the community forest for North and West Yorkshire, working in partnership with local authorities, landowners, businesses and communities to plant trees across the region and improve our natural environment.

whiteroseforest.org

The White Rose Forest (WRF) and Kirklees Council, as the Accountable Body for the WRF, ask that landowners who receive funding for woodland creation support their efforts to promote the opportunities and benefits of tree planting to other landowners across North and West Yorkshire. This may involve, giving permission for filming, photography, or interviews on your land in relation to your woodland creation project.

The White Rose Forest (WRF) also has grant obligations to its funders to ensure any publicity material, photographs, and interviews comply with their funding terms and conditions. As a landowner or agent organisation receiving grant support from the WRF we ask that you also follow these same publicity requirements when delivering your project.

What you need to do –

- **before carrying out any** publicity about your project i.e. media, website articles, signage, or logo use, please liaise with Julia Murray, WRF Communications Manager, Mob: 07979062180, email: julia.murray@kirklees.gov.uk or Tel no. 01484 221000; ext. 72024
- **please read, sign, and return** the agreement below if you agree with the following:

I/we give full consent for Kirklees Council, on behalf of the White Rose Forest, and its funders, to use photographs taken of myself or words taken in interview, or photos of trees planted on my land, to be used for non-profit promotional and information purposes.

I/we understand that photograph(s) of my land, or me and / or my words may be used in various print or other media, locally or nationally, to promote and inform people about the Northern Forest Grow Back Greener Programme and/or the WRF and/or to acknowledge the programme administrators the Woodland Trust and /or Community Forest Trust.

I understand I can withdraw my consent at any time by contacting the WRF Communications Manager at julia.murray@kirklees.gov.uk.

Name of Landowner/Agent Organisation:	The North Yorkshire Council Grant Agreement WRF_23-24NF_007
Signature:	
Name:	Helen Arnold
Phone number:	
Date:	



Equality impact assessment (EIA) form: evidencing paying due regard to protected characteristics

(Form updated October 2023)

Grant Acceptance for the White Rose Forest, Nature for Climate Fund - Northern Forest (Grow Back Greener) Programme 2023/24

If you would like this information in another language or format such as Braille, large print or audio, please contact the Communications Unit on 01609 53 2013 or email communications@northyorks.gov.uk.

যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান, তাহলে দয়া করে আমাদেরকে বলুন।

如欲索取以另一語文印製或另一格式製作的資料，請與我們聯絡。

اگر آپ کو معلومات کسی دیگر زبان یا دیگر شکل میں درکار ہوں تو برائے مہربانی ہم سے پوچھئے۔



Equality Impact Assessments (EIAs) are public documents. EIAs accompanying reports going to County Councillors for decisions are published with the committee papers on our website and are available in hard copy at the relevant meeting. To help people to find completed EIAs we also publish them in the Equality and Diversity section of our website. This will help people to see for themselves how we have paid due regard in order to meet statutory requirements.

Name of Directorate and Service Area	Parks and Grounds
Lead Officer and contact details	Jonathan Clubb – Head of Parks & Grounds
Names and roles of other people involved in carrying out the EIA	N/A
How will you pay due regard? e.g., working group, individual officer	Individual officer with advice from colleagues in legal team and Tree & Woodland Team.
When did the due regard process start?	March 2025

Section 1. Please describe briefly what this EIA is about. (e.g. are you starting a new service, changing how you do something, stopping doing something?)

The EIA covers the delivery of a tree planting programme in the Harrogate and Craven areas.

Section 2. Why is this being proposed? What are the aims? What does the authority hope to achieve by it? (e.g., to save money, meet increased demand, do things in a better way.)

A scheme to plant 83 standard trees was delivered at pre-determined sites across Harrogate, Starbeck, Ripon and Skipton in the 2023/24 financial year. These will help deliver the Council's ambition for Place and Environment to support a 'clean, environmentally sustainable and attractive place to live, work and visit with priorities to:

- promote biodiversity and support nature recovery,
- promote sustainable land use and green spaces,
- prioritise nature-based solutions in climate change activity; and
- develop sequestration projects and carbon capture.

Section 3. What will change? What will be different for customers and/or staff?

There will be an increase in the number of newly planted trees (83). There will be a programme of planting and maintenance delivered by Council staff. Customers will see and benefit from the planting of new trees and the ecosystems services they delivery (e.g. biodiversity, habitats, carbon sequestration, shade and cooling).

Section 4. Involvement and consultation (What involvement and consultation has been done regarding the proposal and what are the results? What consultation will be needed and how will it be done?)

Before planting commences, design consultation is undertaken to ensure the proposed planting location(s) are suitable and free from underground or overhead utilities – and from both an arboriculture and grounds maintenance perspective that tree varieties and specimens are the right choice for the right place. This work was conducted by our in-house teams. Thereafter the WRF undertaken their own independent assessment of the planting sites to check their suitability and once confirmed a programme of works is put in place for the planting season.

Section 5. What impact will this proposal have on council budgets? Will it be cost neutral, have increased cost or reduce costs?

Costs of

Section 6. How will this proposal affect people with protected characteristics?	No impact	Make things better	Make things worse	Why will it have this effect? Provide evidence from engagement, consultation and/or service user data or demographic information etc.
Age	X			
Disability	X			
Sex	X			
Race	X			
Gender reassignment	X			
Sexual orientation	X			
Religion or belief	X			
Pregnancy or maternity	X			
Marriage or civil partnership	X			
Section 7. How will this proposal affect people who...	No impact	Make things better	Make things worse	Why will it have this effect? Provide evidence from engagement, consultation and/or service user data or demographic information etc.
. live in a rural area?	X			

...have a low income?	X			
...are carers (unpaid family or friend)?	X			
..... are from the Armed Forces Community	X			

Section 8. Geographic impact – Please detail where the impact will be (please tick all that apply)	
North Yorkshire wide	
Craven	X
Hambleton	
Harrogate	X
Richmondshire	
Ryedale	
Scarborough	
Selby	
If you have ticked one or more areas, will specific town(s)/village(s) be particularly impacted? If so, please specify below.	
N/A	

Section 9. Will the proposal affect anyone more because of a combination of protected characteristics? (e.g. older women or young gay men) State what you think the effect may be and why, providing evidence from engagement, consultation and/or service user data or demographic information etc.
No.

Section 10. Next steps to address the anticipated impact. Select one of the following options and explain why this has been chosen. (Remember: we have an anticipatory duty to make reasonable adjustments so that disabled people can access services and work for us)	Tick option chosen
1. No adverse impact - no major change needed to the proposal. There is no potential for discrimination or adverse impact identified.	X
2. Adverse impact - adjust the proposal - The EIA identifies potential problems or missed opportunities. We will change our proposal to reduce or remove these adverse impacts, or we will achieve our aim in another way which will not make things worse for people.	

<p>3. Adverse impact - continue the proposal - The EIA identifies potential problems or missed opportunities. We cannot change our proposal to reduce or remove these adverse impacts, nor can we achieve our aim in another way which will not make things worse for people. (There must be compelling reasons for continuing with proposals which will have the most adverse impacts. Get advice from Legal Services)</p>	
<p>4. Actual or potential unlawful discrimination - stop and remove the proposal – The EIA identifies actual or potential unlawful discrimination. It must be stopped.</p>	
<p>Explanation of why option has been chosen. (Include any advice given by Legal Services.)</p> <p>The EIA of the proposal has indicated there is no impact to designated protected characteristics.</p>	

Section 11. If the proposal is to be implemented, how will you find out how it is really affecting people? (How will you monitor and review the changes?)

No impacts have been identified and this is unlikely to change. Future similar schemes will again consider if there are any implications.

Section 12. Action plan. List any actions you need to take which have been identified in this EIA, including post implementation review to find out how the outcomes have been achieved in practice and what impacts there have actually been on people with protected characteristics.

Action	Lead	By when	Progress	Monitoring arrangements
N/A				

Section 13. Summary Summarise the findings of your EIA, including impacts, recommendation in relation to addressing impacts, including any legal advice, and next steps. This summary should be used as part of the report to the decision maker.

The EIA has overall concluded there are no adverse impacts if the proposal were to be implemented.

Section 14. Sign off section.

This full EIA was completed by:

Name: Job title: Jon Clubb, Head of Parks & Grounds
Directorate: Environment
Signature:

Completion date:

Authorised by relevant Assistant Director (signature): Barrie Mason

Date: 24/06/2025

Climate change impact assessment

The purpose of this assessment is to help us understand the likely impacts of our decisions on the environment of North Yorkshire and on our aspiration to achieve net carbon neutrality by 2030, or as close to that date as possible. The intention is to mitigate negative effects and identify projects which will have positive effects.

This document should be completed in consultation with the supporting guidance. The final document will be published as part of the decision-making process and should be written in Plain English.

If you have any additional queries which are not covered by the guidance, please email climatechange@northyorks.gov.uk

Please note: You may not need to undertake this assessment if your proposal will be subject to any of the following:

Planning Permission
Environmental Impact Assessment
Strategic Environmental Assessment

However, you will still need to summarise your findings in the summary section of the form below.

Please contact climatechange@northyorks.gov.uk for advice.

Title of proposal	Grant Acceptance for the White Rose Forest, Nature for Climate Fund - Northern Forest (Grow Back Greener) Programme 2023/24
Brief description of proposal	
Directorate	Environment
Service area	Highways and Infrastructure / Parks and Grounds
Lead officer	Jonathan Clubb, Head of Parks and Grounds
Names and roles of other people involved in carrying out the impact assessment	N/A
Date impact assessment started	25 March 2025

Options appraisal

Were any other options considered in trying to achieve the aim of this project? If so, please give brief details and explain why alternative options were not progressed.

The option to not progress with the tree planting with funding support from the WRF was considered but rejected. This was because the former legacy authorities had already established this delivery mechanism and undertaken the works, and additionally North Yorkshire Council (NYC) are committed to building on this partnership following re-organisation and the creation of a dedicated Parks and Grounds service that brings together a single Tree and Woodlands team.

What impact will this proposal have on council budgets? Will it be cost neutral, have increased cost or reduce costs?

The proposal will be cost neutral to NYC.

How will this proposal impact on the environment?		Positive impact (Place a X in the box below where relevant)	No impact (Place a X in the box below)	Negative impact (Place a X in the box below)	Explain why will it have this effect and over what timescale? Where possible/relevant please include: <ul style="list-style-type: none"> • Changes over and above business as usual • Evidence or measurement of effect • Figures for CO₂e • Links to relevant documents 	Explain how you plan to mitigate any negative impacts.	Explain how you plan to improve any positive outcomes as far as possible.
Minimise greenhouse gas emissions e.g. reducing emissions from travel, increasing energy efficiencies etc	Emissions from travel		X			N/A	
	Emissions from construction		X				
	Emissions from running of buildings		X				
	Emissions from data storage		X				

<p>How will this proposal impact on the environment?</p> <p>N.B. There may be short term negative impact and longer-term positive impact. Please include all potential impacts over the lifetime of a project and provide an explanation.</p>	<p>Positive impact (Place a X in the box below where relevant)</p>	<p>No impact (Place a X in the box below)</p>	<p>Negative impact (Place a X in the box below)</p>	<p>Explain why will it have this effect and over what timescale?</p> <p>Where possible/relevant please include:</p> <ul style="list-style-type: none"> • Changes over and above business as usual • Evidence or measurement of effect • Figures for CO₂e • Links to relevant documents 	<p>Explain how you plan to mitigate any negative impacts.</p>	<p>Explain how you plan to improve any positive outcomes as far as possible.</p>
Other		X				
Minimise waste : Reduce, reuse, recycle and compost e.g. reducing use of single use plastic		X				
Reduce water consumption		X				
Minimise pollution (including air, land, water, light and noise)	X			Trees can form a physical barrier between the population and sources of pollution as well as capturing particulates on their leaf surfaces.		
Ensure resilience to the effects of climate change e.g. reducing flood risk, mitigating effects of drier, hotter summers	X			Trees can provide for shade and cool area, particularly helpful during warm weather. Their root structures absorb water from the ground and can be helpful in reducing flood risk.		
Enhance conservation and wildlife	X			Trees provide natural habitats for a wide range of biodiversity – increasing tree cover will increase these habitats.		Planning tree replacements to maintain 'green corridors' can add value to the tree planting

<p>How will this proposal impact on the environment?</p> <p>N.B. There may be short term negative impact and longer-term positive impact. Please include all potential impacts over the lifetime of a project and provide an explanation.</p>	<p>Positive impact (Place a X in the box below where relevant)</p>	<p>No impact (Place a X in the box below)</p>	<p>Negative impact (Place a X in the box below)</p>	<p>Explain why will it have this effect and over what timescale?</p> <p>Where possible/relevant please include:</p> <ul style="list-style-type: none"> • Changes over and above business as usual • Evidence or measurement of effect • Figures for CO₂e • Links to relevant documents 	<p>Explain how you plan to mitigate any negative impacts.</p>	<p>Explain how you plan to improve any positive outcomes as far as possible.</p>
						<p>benefits to biodiversity.</p>
<p>Safeguard the distinctive characteristics, features and special qualities of North Yorkshire's landscape</p>		<p>X</p>				
<p>Other (please state below)</p>		<p>X</p>				

Are there any recognised good practice environmental standards in relation to this proposal? If so, please detail how this proposal meets those standards.

There are standards set out by the White Rose Forest (WRF) around good practice, including biosecurity by purchasing from registered nurseries, and ensuring the planting methodology ensures the best possible start for the young trees as they establish.

Summary Summarise the findings of your impact assessment, including impacts, the recommendation in relation to addressing impacts, including any legal advice, and next steps. This summary should be used as part of the report to the decision maker.

This assessment highlights the positive impact on the environment from the proposal to plant standard trees. These include reducing pollution, increasing areas of shade and cooling in a warmer climate, and the creation or enhancement of habitats for biodiversity. Young trees will be planted using good practice methods to give them the best possible start in getting established.

Sign off section

This climate change impact assessment was completed by:

Name	Jonathan Clubb
Job title	Head of Parks and Grounds
Service area	Highways & Infrastructure – Parks and Grounds
Directorate	Environment
Signature	
Completion date	

Authorised by relevant Assistant Director (signature): Barrie Mason

Date: 24/06/2025