

Eisd Brachaidh
BCF Application overview map

Legend

- Areas being deer fenced through separate CALL project
- New Deer Fence
- NWSS mapped ancient woodland

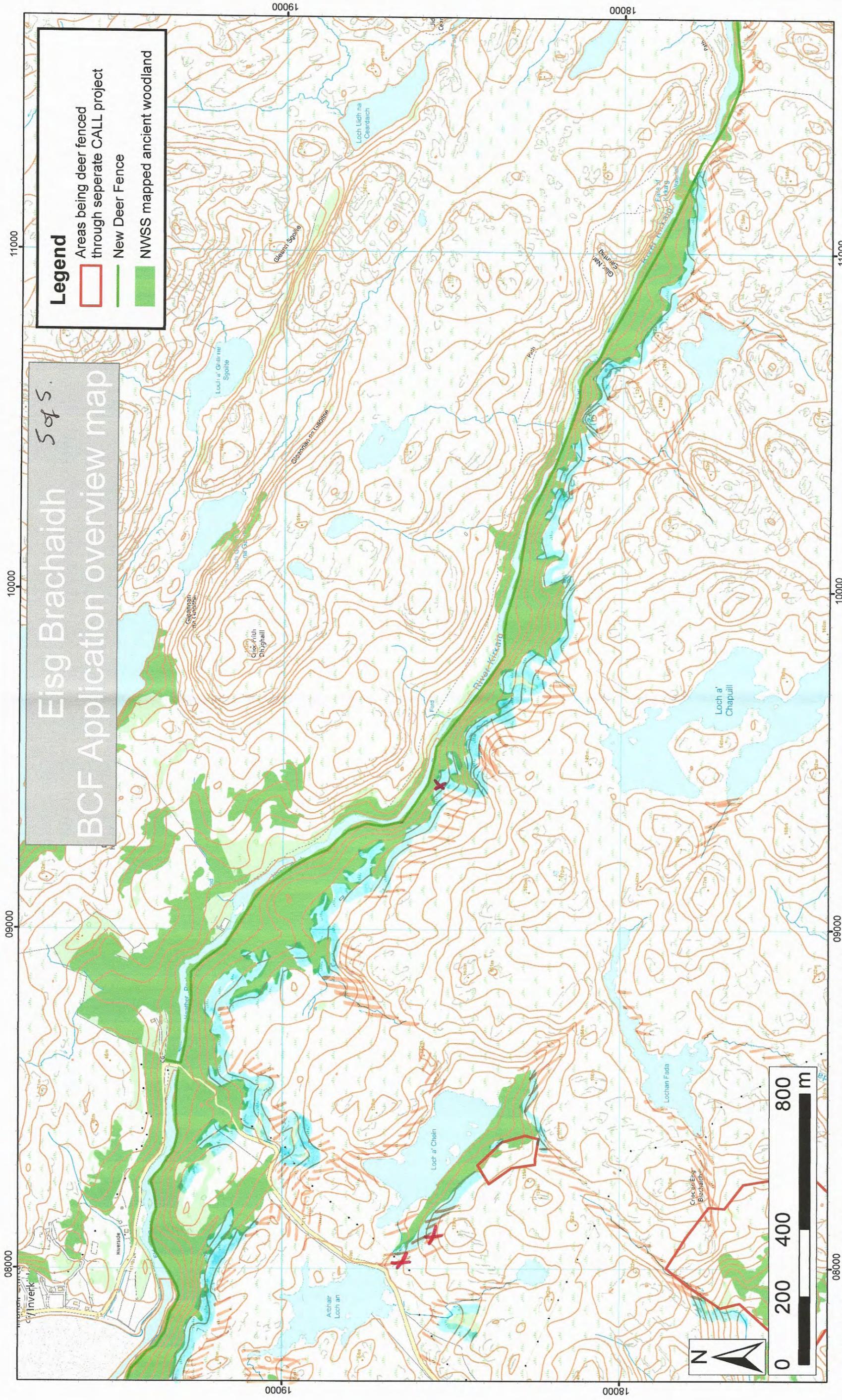
- X = Approx. loc. of Enrichment Planting
- | = Shorter Term Regen
- | = Longer Term Regen
- | = Deer fence Removal

© Crown copyright and database rights 2018.
 Ordnance Survey licence number 100030835.
 Central Grid Reference:
 Scale: 1:10,228

Scottish Wildlife Trust
 Harbourside House
 110 Commercial Street
 Edinburgh
 EH6 6NF

Coigach & Assynt

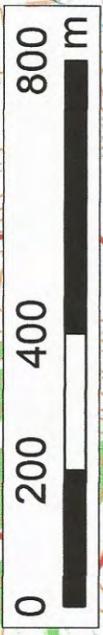
LIVING LANDSCAPE



Eisd Brachaidh 595
BCF Application overview map

Legend

- Areas being deer fenced through separate CALL project
- New Deer Fence
- NWSS mapped ancient woodland



Scottish Wildlife Trust
Harbourside House
110 Commercial Street
Edinburgh
EH6 6NF

© Crown copyright and database rights 2018.
Ordnance Survey licence number 100030835.
Central Grid Reference:
Scale: 1:10,228

- X = Approx location of Enrichment Flawing.
- / = Shorter Term regen.
- / = Longer Term regen.
- / = Deer fence removal

Coigach & Assynt



LIVING LANDSCAPE

Sharon Phipps

From: Jimmy Hyslop
Sent: 13 March 2020 16:17
To: Katherine Leys
Subject: FW: 501341 - BCF - 2020-2021 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Kath,

You were looking for a view on this from Wildlife Management which you can see below and there is a highlighted section further down from the Area. Is this sufficient to reassure?

The requirement for input from the Local Access Forum into the detail of the fencing plan can be discussed with the applicant once the decision e-mail is sent and then also included as a condition of grant.

Jimmy

From: Sinclair Coghill <Sinclair.Coghill@nature.scot>
Sent: 13 March 2020 15:49
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>; Tamara Lawton <Tamara.Lawton@nature.scot>
Subject: RE: 501341 - BCF - 2020-2021 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Jimmy,

I would expect the Inverpolly neighbour and tenant (same person) to raise concerns about deer welfare, which I think has been addressed, and impact to their sporting business, which is a matter of conjecture. Clearly there will be less scope for deer moving onto Inverpolly estate via Eisg Brachaidh but there are other routes available and likely to be in use at present.

We usually find that there are issues in the first year or two following the erection of a big fence. These tend to resolve themselves through targeted culling and as deer find their way around the new reality. I have highlighted that there may also be additional pressure on croft land to the north of the enclosure and believe there will have been some dialogue on dealing with this (same agent for Eisg Brachaidh and Lochinver Estates).

Thanks

Sinclair

Sinclair Coghill | Wildlife Management Officer Scottish Natural Heritage | Great Glen House | Leachkin Road | Inverness | IV3 8NW | t: 01463 [REDACTED] m: [REDACTED] Dualchas Nàdair na h-Alba | Taigh a' Ghlinne Mhòir | Rathad na Leacainn | Inbhir Nis | IV3 8NW nature.scot – Connecting People and Nature in Scotland – @nature_scot

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 13 March 2020 14:50
To: Tamara Lawton <Tamara.Lawton@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>
Subject: RE: 501341 - BCF - 2020-2021 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Sinclair,

Is there anything that you would like to add from a Wildlife Management perspective? In your view are there likely to be adverse reactions from neighbouring estates, if the project goes ahead?

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From: Tamara Lawton <Tamara.Lawton@nature.scot>

Sent: 26 February 2020 11:28

To: Jeanette Hall <Jeanette.Hall@nature.scot>; Jimmy Hyslop <Jimmy.Hyslop@nature.scot>

Cc: Meryl Carr <Meryl.Carr@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>

Subject: RE: 501341 - BCF - 2020-2021 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Jeanette and Jimmy, apologies I hadn't got back to you before, a bit busy so working to deadlines!

It might be useful to provide a bit of background – the estate have been trying to find a way to restore the woodlands on the SAC and SSSI (western acidic oak woodland and upland birch woodland features, respectively) both of which are unfavourable declining.

Due to a convoluted history the estate has an agricultural tenant who holds the BRN for the ground, thereby making them ineligible for SRDP. They still retain the deer rights so this is within their gift.

[REDACTED]

This latest idea means that the boundary fences will provide protection from incoming deer, whilst still allowing some deer to graze and more importantly will not impede the tenant his agricultural rights.

Whilst I have been the lead for the site, I have not had that much involvement with the BCF application, other than a phone call from the woodland manager at CALLP who was assisting WT with the application.

In terms of the SSSI/SAC, on balance, this new approach will be a leap forward for the woodland features as most of it is on Eisg Brachaidh and has been declining with little action to remedy it due to the circumstances with the tenant. We have been supportive of their plans to fence areas of moribund woodland and we have made investments in woodland surveys/management plans etc. for the last 10 years but no action has taken place. We also currently support their deer management to maintain present grazing levels for the upland features of the SSSI through a S15 management agreement as it is under a Section 7 deer control agreement. We established some time ago that it was unlikely that deer management alone can allow the woodland features to recover due to the geography etc. Surveys have shown that there is much potential for woodland to regenerate relatively quickly once deer pressure is reduced, therefore this latest proposed solution appears to combine the requirement for fences to exclude immigration from deer whilst overcoming the ineligibility of SRDP and allowing continuing use of the site for cattle grazing. Incidentally, the application says that the cattle are grazed under a SNH agreement – this is not the case, the tenant has an AECS contract.

We have emphasised to them that this proposal will have to be carefully monitored; the estate also hold important upland SAC and SSSI features that need to remain to function. We have already gone through the process of asking the Scottish Government to allow expansion of priority woodland habitat onto uplands ones but this is within limits and blanket bog feature to be protected. The deer control internally certainly would be a task and they would need to ensure that the resources are available.

In terms of the project being a national demonstration, I would support this as a key part of the project outcomes. We are seeing a current conflict between 'conservation estates' aiming to regenerate woodland without the aid of fenced enclosures (including some of our NNRs) and neighbouring sporting estates who see this as a threat to the overall deer resource by constant pressure. This would be a 'halfway house' to test how effective strategic fencing may be. It will also have the benefit of allowing the recovering woodland to have more natural structure and understorey with deer present, rather than enclosures that produce unnatural lines and age classes. Part of the woodland feature's indicators includes Scottish wood ants that would likely disappear with all grazers excluded.

The site is also a NSA and partially within a Wild Land Area so the project would have a visual impact, however a continuous boundary fence using appropriate landscape features is also less likely to have an impact than several smaller fenced enclosures. It would also have a benefit by reducing the existing redundant fences that can have a negative visual impact on the landscape.

I anticipate that there will be significant initial concerns from some within the local deer management group, particularly sporting neighbours. The fencing is likely to change the pattern of deer movements within the areas as well as removing an important area of shelter. The proposal to allow the deer that rely on the area to enter before being closed off is likely to produce the best outcome in terms of welfare by reducing the incidence of death by lack of winter shelter and starvation.

Meryl has also reported that some members within the CALLP have expressed uneasiness about this private estate being fenced for various reasons.

So, generally speaking, the Area are supportive of this project as it will produce action on an important site that we have been trying to tackle for some time now without success. It will need monitoring and careful management to produce the outcomes they are looking for but could produce quick wins in terms of the habitat recovery. We are aware that it could potentially generate some negative views locally but it should not be a long terms issue and the benefits are likely to far outweigh this. With the climate emergency and biodiversity loss the status quo is no longer an option!

Hope this is helpful.

Cheers,
Tamara

Tamara Lawton | Operations Officer

Scottish Natural Heritage | 17 Pulteney Street | Ullapool |Wester Ross| IV26 2UP| t: 01463 [REDACTED]

Dualchas Nàdair na hAlba | 17 Sràid Pholtanaidh | Ulapul | Ros an Iar | IV26 2UP

nature.scot – *A' ceangal dhaoine is nàdar ann an Alba | Connecting People and Nature in Scotland* –
[@nature_scot](#)

From: Jeanette Hall <Jeanette.Hall@nature.scot>

Sent: 25 February 2020 16:47

To: Tamara Lawton <Tamara.Lawton@nature.scot>

Subject: FW: 501341 - BCF - 2020-2021 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Tamara,

I'm the topic lead for this – I don't think we've had any comments from you yet have we...? If you have anything to say in support of the application please let me and Jimmy know this week, as we need to complete the assessment by Friday.

Cheers

Jeanette

From: Meryl Carr <Meryl.Carr@nature.scot>

Sent: 12 February 2020 10:13

To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>

Subject: RE: 501341 - BCF - 2020-2021 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Jimmy

I have forwarded this to Tamara as she leads on Eisg Brachaidh and has been involved with this for some time.

Meryl Carr
Protected Places Team
Ullapool

Scottish Natural Heritage | 17 Pulteney Street | Ullapool | IV3 8NW | t: (reception) 01463 701600 (Direct Dial) 01463
m: E-mail: meryl.carr@nature.scot
Dualchas Nàdair na h-Alba Ullapul | 17 Sràid Pulteney | Ullapul | Siorrachd Rois | IV26 2UP
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 07 February 2020 16:57
To: Meryl Carr <Meryl.Carr@nature.scot>
Subject: 501341 - BCF - 2020-2021 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Meryl,
I have just received the attached application to the second round of the Biodiversity Challenge Fund. If you have any comments from the Area's perspective by close of play on 28 February at the latest, I would be delighted to include them in the assessment.

Many thanks,

Jimmy

Jimmy Hyslop | Funding Officer
Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314
Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

Sharon Phipps

From: Jimmy Hyslop
Sent: 16 March 2020 10:27
To: Katherine Leys
Subject: RE: 501210 - CNPA - Cairngorms Nature Action Plan

Hi Kath,
Am I correct that this refers to the recent Panel discussion about 5014341 – Woodland Trust - Eisg Brachaidh?

jimmy

From: Katherine Leys <Katherine.Leys@nature.scot>
Sent: 16 March 2020 10:19
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: RE: 501210 - CNPA - Cairngorms Nature Action Plan

Hi Jimmy,

Thanks for following this up so promptly. I sent this around the panel and have had confirmation that all are happy to proceed. [REDACTED] has reminded us of his request that there is communication about this new fence and the necessary consultation with local access interests takes place which I am sure you will have in hand for the conditions. So, yes, please move ahead on this.

Kath

Dr Katherine Leys | Head of Biodiversity and Geodiversity | Scottish Natural Heritage | Elmwood Campus | Carslogie Road | Cupar | Fife | KY15 4JB | t: 01738 4[REDACTED] | m: [REDACTED]
Dualchas Nàdair na h-Alba | Àrainn Elmwood | Rathad Carslogie | Cùbar | Fìobha | KY15 4JB | nature.scot –
Connecting People and Nature in Scotland – @nature.scot

Please be aware that all Scottish Natural Heritage (SNH) email addresses have changed to this new format: firstname.lastname@nature.scot. My new email address is katherine.leys@nature.scot

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 13 March 2020 15:39
To: Katherine Leys <Katherine.Leys@nature.scot>; Gillian Macdonald <Gillian.Macdonald@nature.scot>
Subject: 501210 - CNPA - Cairngorms Nature Action Plan

Hi Kath and Gillian,

There have been two hiccoughs in this:

- original methodology for the aspen mapping using existing aerial imagery has proven inadequate and the plan now is to undertaken new aerial photography which would necessarily be undertaken in April/May.
 - plastic free, cardboard tree guards cannot be delivered until May.
- which have resulted in a request to slip £4,800 of grant into 2020-21.

	Offer	Proposed
Grant 2019/20	£21,204.00	£16,404.00
Grant 2020/21	£24,850.80	£29,650.80
TOTAL expenditure	£46,054.80	£46,054.80

Could you please let me know whether you are amenable to this change?

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR

nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

Sharon Phipps

From: Jimmy Hyslop
Sent: 25 March 2020 14:47
To: [REDACTED]
Subject: RE: BCF Application - Eisg Brachaidh

Hi [REDACTED]
Expecting that there will be a notification this week,

Jimmy

From: [REDACTED] <[REDACTED]@woodlandtrust.org.uk>
Sent: 25 March 2020 14:41
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: BCF Application - Eisg Brachaidh
Importance: High

Dear Jimmy

I hope that this email finds you well, and that you aren't being greatly affected by all that is happening in the world.

I wondered if you had any news about our BCF application for the project at Eisg Brachaidh? We sent out tenders last month, and have been asked by the fencers if we can extend the deadline for return as they are unable to get out on site at the moment to assess the work. It would be useful to know how to respond to them, although I appreciate that decisions and correspondence may be delayed due to the unusual circumstances.

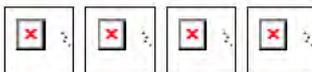
Many thanks for your help and look forward to hearing from you soon

[REDACTED]

[REDACTED]
Development Officer - Scotland

Telephone: [REDACTED]
Email: [REDACTED]@woodlandtrust.org.uk

Woodland Trust, 10 Queensferry Street, Edinburgh, EH2 4PG
01738 635 544
www.woodlandtrust.org.uk



Stand up for trees

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to ensure email is sent without viruses, but cannot guarantee this and recommend recipients take appropriate precautions. We may monitor email traffic data and content in accordance with our policies and English law. Thank you.

The Woodland Trust is a charity registered in England (No. 294344) and in Scotland (No. SC038885).

A non-profit making company limited by guarantee.

Registered in England No. 1982873.

Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.

<http://www.woodlandtrust.org.uk>

▪

Sharon Phipps

From: BCF
Sent: 06 April 2020 07:52
To: [REDACTED]@woodlandtrust.org.uk'
Cc: Jimmy Hyslop
Subject: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Dear [REDACTED]

Biodiversity Challenge Fund (BCF) – Round 2

Thank you for your application to the Biodiversity Challenge Fund. We received a range of applications which we considered to be of a very high standard. Your application has been assessed and has been reviewed by our decision making panel.

Your application for Eisg Brachaidh Biodiversity Restoration Project has been provisionally approved, however please be advised this may be for a lesser amount than you requested and may not include all of the activities outlined in your application.

We're aware the advice regarding the Coronavirus pandemic may have a significant impact on your plans to deliver certain activities in the coming year and therefore, before confirming any decisions, your Funding Officer Jimmy Hyslop will be in touch to discuss the impact on your plans for delivery in terms of funding, project activities and timescales. They will also discuss your contingency plans including how you plan to mitigate the risks associated with current uncertainties.

If you are no longer confident that you will be able to deliver the agreed activities and wish to withdraw your application, then please let your Funding Officer know as soon as possible and by end April. We understand that the current focus for many of us is on adapting to the current situation and the changes to our daily lives and if you need more time to consider your options, then you should discuss this with your Funding Officer.

Once you have confirmed how you plan to proceed, we will review any further information you've provided and we expect to be able to quickly confirm our decision on your application.

In the meantime, we would ask you not to communicate this provisional decision. When decisions have been confirmed we will email you to let you know the outcome and advise of next steps.

Kind regards

Central Funding Team

Scottish Natural Heritage | Battleby | Redgorton | Perth | PH1 3EW | t: 01738 458651
Dualchas Nàdair na h-Alba | Battleby | Ràth a' Ghoirtein | Peairt | PH1 3EW
nature.scot – *Connecting People and Nature in Scotland* - [@nature_scot](https://twitter.com/nature_scot)

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

Sharon Phipps

From: BCF
Sent: 06 April 2020 09:16
To: Jimmy Hyslop
Subject: FW: 501340 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi Jimmy
For your info.

Surprisingly, we didn't get a second Auto reply in response to the decision email for 501341 to the same customer ... if you didn't get a second email confirming our decision on 501541, please let me know - it was definitely sent with no bounce-back.

SO glad to have (hopefully!) got these all out at last :)

Cheers

██████████

-----Original Message-----

From: ██████████@woodlandtrust.org.uk
Sent: 06 April 2020 07:52
To: BCF <BCF@nature.scot>
Subject: Automatic reply: 501340 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi

Many thanks for getting in touch.

Due to the current Coronavirus crisis, the Woodland Trust has taken the decision to furlough a number of staff. As such, I am currently away from the office for several weeks and will not be checking my emails during this time.

Please contact ██████████
██████████@woodlandtrust.org.uk<mailto:markbrown@woodlandtrust.org.uk> ██████████
██████████@woodlandtrust.org.uk<mailto:██████████@woodlandtrust.org.uk> in my absence.
Otherwise, I will be in touch upon my return.

With best wishes

██████████

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

Sharon Phipps

From: Jimmy Hyslop
Sent: 06 April 2020 16:10
To: [REDACTED]@woodlandtrust.org.uk'
Cc: [REDACTED] Tamara Lawton
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi again [REDACTED]

This looks like a very good project, long in the gestation.

The only bit we will not be contributing towards is the removal of the old fencing costed at £1,656 inc. VAT, as it did not contribute to the Fund's priorities.

Could you please arrange for the Landowner permission form <https://www.nature.scot/funding/biodiversity-challenge-fund-bcf/biodiversity-challenge-fund-how-apply> to be completed and returned to me? This is a pre-condition to making the funding offer.

There were a couple of related issues that the Panel was keen to highlight:

- While there are no Core Paths or rights of way affected by the proposed works, the Panel was keen that the proposals are explored with the Local Access Forum before the fencing goes ahead and this will be a condition of the grant offer.
- There is clearly potential for adverse publicity to fencing off 2,000ha. of Scottish countryside so we need a communications strategy in the lead up so that we can push the very considerable positive outcomes and the lack of other alternatives.

The timetable in the application means that there is some breathing space to consider these and the effects of Covid on the programme.

	Project Activity	Location/site(s)	Outputs	Who will implement	Expected Timescale
A	<i>Removal of old and defunct deer fences remaining from the small deer exclosures established in the 1960's</i>	<i>Eisg Brachaidh Estate (Grid Ref:)</i>	<i>Old fences removed to enable free access around the estate for people and mammals and stock</i>	<i>Contractor</i>	<i>June 2020-February 2021</i>
B	Repair and replacement of deer fences around the Estate perimeter (over 17km in length)	Eisg Brachaidh Estate (Grid Ref:)	New fence erected to protect the estate from deer grazing pressures	Contractor	June 2020-February 2021
C	Deer control within the fenced area	Eisg Brachaidh Estate (Grid Ref:)	All deer within fence removed down to a level of 1 deer per sq km	Contractors and Estate Keeper	October 2020-February 2021
D	Enrichment planting to aid natural regeneration	Eisg Brachaidh Estate (Grid Ref:)	Native species planted to kick-start natural regeneration process	CALLP project staff	January 2021-March 2021

Let me know when you've had the opportunity to catch up with all of this,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaidhe | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From: BCF

Sent: 06 April 2020 07:52

To: [REDACTED]@woodlandtrust.org.uk' [REDACTED]@woodlandtrust.org.uk>

Cc: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>

Subject: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Dear [REDACTED]

Biodiversity Challenge Fund (BCF) – Round 2

Thank you for your application to the Biodiversity Challenge Fund. We received a range of applications which we considered to be of a very high standard. Your application has been assessed and has been reviewed by our decision making panel.

Your application for Eisg Brachaidh Biodiversity Restoration Project has been provisionally approved, however please be advised this may be for a lesser amount than you requested and may not include all of the activities outlined in your application.

We're aware the advice regarding the Coronavirus pandemic may have a significant impact on your plans to deliver certain activities in the coming year and therefore, before confirming any decisions, your Funding Officer Jimmy Hyslop will be in touch to discuss the impact on your plans for delivery in terms of funding, project activities and timescales. They will also discuss your contingency plans including how you plan to mitigate the risks associated with current uncertainties.

If you are no longer confident that you will be able to deliver the agreed activities and wish to withdraw your application, then please let your Funding Officer know as soon as possible and by end April. We understand that the current focus for many of us is on adapting to the current situation and the changes to our daily lives and if you need more time to consider your options, then you should discuss this with your Funding Officer.

Once you have confirmed how you plan to proceed, we will review any further information you've provided and we expect to be able to quickly confirm our decision on your application.

In the meantime, we would ask you not to communicate this provisional decision. When decisions have been confirmed we will email you to let you know the outcome and advise of next steps.

Kind regards

Central Funding Team

Scottish Natural Heritage | Battleby | Redgorton | Perth | PH1 3EW | t: 01738 458651
Dualchas Nàdair na h-Alba | Battleby | Ràth a' Ghoirtein | Peairt | PH1 3EW
nature.scot – Connecting People and Nature in Scotland - [@nature_scot](https://twitter.com/nature_scot)

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

Sharon Phipps

From: Jimmy Hyslop
Sent: 07 April 2020 11:47
To: [REDACTED]
Subject: RE: Eisg Brachaidh BCF

Hi [REDACTED]
Sorry, so many alternative arrangements on the go at the moment. I am currently liaising with [REDACTED] regarding the funding approval and next steps,

Jimmy

From: Jimmy Hyslop
Sent: 07 April 2020 11:25
To: [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>
Subject: RE: Eisg Brachaidh BCF

Will do,
J

From: [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>
Sent: 07 April 2020 11:24
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>; [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>; [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>
Cc: [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>; [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>
Subject: RE: Eisg Brachaidh BCF

Jimmy, [REDACTED] is Furloughed at the moment so could I ask you to send anything to me and cc [REDACTED] for ref please. Thanks

[REDACTED]

[REDACTED]
Senior Outreach Manager

Telephone: [REDACTED] | [REDACTED]
Email: [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>

The Woodland Trust, South Inch Business Centre, Perth, Perthshire, PH2 8BW
01738 635 544
www.woodlandtrust.org.uk



Stand up for trees

From: Jimmy Hyslop [<mailto:Jimmy.Hyslop@nature.scot>]
Sent: 07 April 2020 09:19
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Eisg Brachaidh BCF

Hi [REDACTED] at the Woodland Trust is handling this while [REDACTED] is furloughed so if he could be put in touch with relevant people at the CALL team that would be great.
Please contact [REDACTED] ([\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)<[mailto:\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)> or [REDACTED] ([\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)<[mailto:\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>)

Jimmy

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 07 April 2020 06:39
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Cc: [REDACTED]@woodlandtrust.org.uk>; [REDACTED]@woodlandtrust.org.uk>; [REDACTED]@woodlandtrust.org.uk>
Subject: Eisg Brachaidh BCF

Hi Jimmy,

I hope that you are well. I am not sure what the situation is in SNH, but a number of us at WT have been furloughed for a few weeks.

But I wonder if you could still contact us all if there is any update on the BCF application, so that I can pass on information to the CALL project team (not furloughed) and the landowner. It would be much appreciated.

Take Care and Kind Regards,

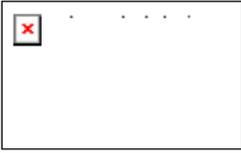
[REDACTED]

[REDACTED]
Woodland Manager - Coigach & Assynt Living Landscapes Partnership (CALLP)

Telephone: [REDACTED] | Mobile: [REDACTED]
Email: ElaineMacaskill@woodlandtrust.org.uk

The Woodland Trust, South Inch Business Centre, Perth, Perthshire, PH2 8BW
01738 635 544
www.woodlandtrust.org.uk





Stand up for trees

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to ensure email is sent without viruses, but cannot guarantee this and recommend recipients take appropriate precautions. We may monitor email traffic data and content in accordance with our policies and English law. Thank you.

The Woodland Trust is a charity registered in England (No. 294344) and in Scotland (No. SC038885).

A non-profit making company limited by guarantee.

Registered in England No. 1982873.

Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.

<http://www.woodlandtrust.org.uk>

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

--

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager or the sender.

Please note that for business purposes, outgoing and incoming emails from and to SNH may be monitored.

Tha am post-dealain seo agus fiosrachadh sam bith na chois dìomhair agus airson an neach no buidheann ainmichte a-mhàin. Mas e gun d' fhuair sibh am post-dealain seo le mearachd, cuiribh fios dhan manaidsear-siostaim no neach-sgrìobhaidh.

Thoiribh an aire airson adhbharan gnothaich, 's dòcha gun tèid sùil a chumail air puist-dealain a' tighinn a-steach agus a' dol a-mach bho SNH.

YOUR SCOTTISH NATURAL HERITAGE GRANT OFFER

BIODIVERSITY CHALLENGE FUND

Project Reference :	501341		
Project Title:	Eisg Brachaidh Biodiversity Restoration Project		
Organisation:	Woodland Trust Scotland		
Project period:	Start date	01 July 2020	End date 31 March 2021
Grant Offer date:	26 June 2020		

Name and Address of Applicant

██████████
Woodland Trust Scotland
South Inch Business Centre
Shore Road
Perth
PH2 8BW

1. Your Grant Offer

Scottish Natural Heritage (SNH), in exercise of its powers under Section 9 of the Natural Heritage (Scotland) Act 1991, offers grant funding to **Woodland Trust Scotland** for the total value of **£198,340.67**

Funding is awarded per SNH financial year (1 April to 31 March) as follows:

2020/21	£198,340.67
---------	-------------

Coronavirus pandemic/COVID-19 - this Grant Offer is not an agreement with SNH that the planned activity is essential and able to be carried out in a safe manner. **Compliance with current Scottish Government and UK Government policy is the responsibility of the Applicant.** The Applicant must satisfy themselves that planned activity is compliant at all times.

2. Your project

This Grant Offer is based on your application submitted by ██████████ on the 3rd February 2020.

Scottish Natural Heritage, Caspian House, 2 Mariner Court, Clydebank Business Park, Clydebank G81 2NR Tel: 0131 314 6750 www.nature.scot

Dualchas Nàdair na h-Alba, Taigh Caspian, 2 Cùirt a' Mharaiche, Pàirc Gnothachais Bhruach Chluaidh, Bruach Chluaidh G81 2NR Fòn: 0131 314 6750 www.nature.scot

Purpose of Grant

To restore the health of 2,000ha of various habitats in SSSI/SAC on Eisd Brachaidh estate through reducing the deer grazing pressure and some supplementary planting. This involves erecting a 17.1km fence, installing a cattle grid and undertaking deer control.

3. Your Project costs

The table below shows the **maximum** grant we are offering per SNH financial year towards the costs of work. Only costs detailed in the table below can be claimed from us.

Funding awarded is **inclusive** of VAT. Our contribution to any irrecoverable VAT you have applied for is shown in the table below as a separate project cost.

Cost Description	Total Cash Cost (£)	SNH Funding 2020/21 (£)
Deer fencing (based on 17.1km @£17.50 per metre)	242,250.00	116,666.67
Cattle grid across public road	25,000.00	25,000.00
Enrichment planting (5,000 trees, fertiliser, labour and canes)	6,950.00	6,950.00
Deer control	16,666.67	16,666.67
Irrecoverable VAT	58,174.00	33,057.33
Total	349,040.67	198,340.67

If your final project costs are lower than expected when you applied, we will reduce our grant pro-rata.

4. Project Progress and Claim Schedule

Your schedule for claiming funds is detailed below. Payment will be made in arrears and claims will require to be supported by evidence of expenditure. Any specific evidence requirements will be outlined in the Special Conditions noted below.

Subject to approval, we will make payment to you within 30 working days of receiving a completed form.

Period covered by claim	Expected claim date	Expected Claim Value (£)
29 June - 31 December 2020	15 January 2021	£25,000.00
01 January – 31 March 2021	15 April 2020	£173,340.67

We reserve the right to withhold payment if you do not submit your Project Progress and Claim form(s) on time.

5. Evaluation and Reporting

Project achievement will be measured against the activities and expected outputs detailed in your application.

The following reporting measures relate to this Grant Offer:

Reporting	
1	<p>Project Progress & Claim</p> <p>A progress report should be submitted as part of each claim for payment, to include details of costs incurred and activities delivered during the reporting period. It should also include any publicity acknowledging SNH/BCF support for the project. A template will be provided by SNH.</p>
2	<p>End of Project Report</p> <p>An end of project report should be submitted with the final claim for payment or no later than 15 April 2021. This report is additional to standard progress reports as part of each claim and should include the following:</p> <ul style="list-style-type: none"> ▪ Before and after photographs showing the BCF funded works undertaken ▪ An updated map confirming location of works/activity ▪ A summary of overall project delivery, quantified as appropriate ▪ An assessment of the extent to which the project has met its aims and the intended outcomes can realistically be achieved ▪ Any significant challenges encountered and actions taken to address them ▪ Any additional or unintended benefits as a result of the project, to include any relating to working with project partners and landowners ▪ An outline of maintenance plans, including funding, for the 10 year compliance period ▪ An indication of any further works/new projects planned as a result of the BCF project ▪ How you have acknowledged BCF funding throughout your project. <p>The report should be produced electronically in a format that can be readily shared with others, including publication on our website.</p>

6. Funding Conditions

Your Funding is subject to our Standard Terms and Conditions which form part of your contract with us. These are attached in **Annex 1**.

In addition to Scottish Natural Heritage's Standard Terms and Conditions, the following Conditions apply:

Special Conditions	
1	<p>You must comply with the Guidance on how to acknowledge our support for your project that is available on our website.</p> <p>Please note – due to the current coronavirus pandemic we are asking applicants not to promote their fund awards for the time being. We will be back in touch with you to outline how we plan to announce the fund awards and your options for promoting your project in due course.</p>

2	All relevant permissions <u>must</u> be confirmed before work commences and are the responsibility of the applicant. This includes permissions relating to designated sites, felling licences and SEPA licences as required. You must provide evidence of permissions prior to starting your project, unless we have agreed otherwise.
3	<p>A compliance period of 10 years will be mandatory for all land management and site improvement works funded through the BCF. This requires that:</p> <ul style="list-style-type: none"> ▪ Where the landowner is not the applicant, the landowner gives permission for the works taking place; ▪ That the landowner also gives permission for any subsequent maintenance to take place, alongside a commitment not to change the use of the land. In the event of selling land, the obligations contained within this Grant Offer must form part of the sale contract; ▪ The site is maintained in the condition created with BCF funds to enable the longer term benefits to be realised. Any maintenance to BCF funded works (for example repairs to fencing, management of new hedgerows) will be at no further cost to SNH. <p>You are responsible for ensuring landowner permissions are in place to allow them to fulfil their contractual maintenance obligations. Standard wording for landowner permissions is provided in our Landowner Permission form.</p> <p>The landowner agreement form was received by SNH on 25 June 2020.</p>
4	All activity funded through BCF must be completed by 31 March 2021 . You must notify SNH immediately if your project experiences any issues that mean this timescale for completion will not be met.
5	BCF funding is awarded to support delivery of the activities detailed in Annex 3 . Any proposed changes to the activities must be discussed and agreed with SNH first.
6	All information submitted to SNH, including any spatial data, will be made freely available for reuse. The information will be used for SNH legitimate interests, which include, but are not limited to, informing the development of relevant strategies, policies and guidance. It may also be shared with research communities to support national research programmes on land use management to support biodiversity, and any other party SNH considers relevant. Personal information will be handled in accordance with the General Data Protection Regulation and any other relevant legislation. Please refer to our Funding Privacy Notice .
7	Due to size of the area to be enclosed the applicant must explore the proposals with the Local Access Forum before the fencing goes ahead.

7. Contract Period

Please note that the Terms and Conditions of your Grant Contract will apply for the duration of the Project and for **10** years from the date of your final payment of Grant. This is the Contract Period.

8. Acceptance of your Funding Offer

Please now sign a copy of this Funding Offer and return it either as a scanned document to

jimmy.hyslop@nature.scot .

You must complete the Funding Offer Acceptance section below and send the signed copy of this Funding Offer to us within 30 days of the Funding Offer date. You must be the applicant or have the relevant authority to accept this Funding Offer for and on behalf of the applicant. If you do not accept our Funding Offer within 30 days, we reserve the right to withdraw or reduce our Offer to you.

Signed *Jimmy Hyslop* for and on behalf of SNH

Jimmy Hyslop
Funding Officer

FUNDING ACCEPTANCE

I..... (Name in block capitals) accept this Funding Offer from Scottish Natural Heritage and agree to the Standard Terms and Conditions on behalf of **Woodland Trust Scotland**.

Signature:

Date:

Annex 1

SCOTTISH NATURAL HERITAGE - STANDARD TERMS AND CONDITIONS OF GRANT

These Terms and Conditions shall apply to the Grant offered by us to you and are incorporated into the Grant Contract. These Terms and Conditions shall prevail over any terms or conditions and may be varied only with our Written agreement.

Definitions

- 'we', 'us', 'our' – Scottish Natural Heritage
- 'you', 'your' – the individual or organisation(s) awarded the Grant as set out in our Grant Offer
- Approved Activities – the agreed project activities to be completed as part of the Project as detailed in the Grant Offer.
- Contract Period – the period of time specified under 'Contract Period' in the Grant Offer. This includes any maintenance or monitoring period following completion of the actual grant project.
- Grant - the grant award offered to you by us in the Grant Offer
- Grant Contract - the Grant Offer together with these Terms and Conditions and the requirements referred to in the Grant Offer, these Terms and Conditions, and the Guidance
- Grant Offer – the formal letter offering our Grant to you
- Guidance – the documents we publish to guide you about our grants
- Project – the project set out in the grant proposals, adjusted by any changes agreed in writing between you and us and/or any changes contained in the Grant Offer. The Project includes the purposes for which you applied for a grant and how you intend carrying out those purposes
- Property – any assets such as buildings, land, equipment, vehicles, documents or other assets such as intellectual property rights that you buy, create, restore, conserve or otherwise fund with the Grant
- Writing and Written shall incorporate the use of Electronic Forms of writing

1. Use of Grant for specified purposes

You must only use the Grant for the Project. Any change to the Project must be approved by us in writing and in advance.

2. Starting the Project

You must not start or make any changes to the Project prior to us advising you we have received your acceptance of our Grant Offer. Any work started or goods/ equipment purchased prior to this will not be eligible for the Grant unless specifically agreed by us in writing.

3. Contract documents to be followed

You must comply with the Grant Contract throughout the Contract Period.

4. Permissions and consents

You must comply with all domestic and European legislation and regulations relevant to the Project and have all necessary consents and permissions in place before work commences. Evidence of compliance and consents must be supplied to us if requested.

5. Buying goods and services

If the Project involves buying goods or services or undertaking works, you must secure good value for money with the Grant.

To help achieve this you must get competitive quotes and tenders for all goods, works and services in accordance with the contract thresholds outlined in **Annex 2** below. Contract thresholds reflect the value of the contract, not the total Project value or SNH grant value.

If you intend to contract on a different basis from the thresholds outlined in **Annex 2**, you must get our prior approval, in writing.

If you are a public body you should follow your own purchasing procedures to ensure public accountability.

You must put formal contracts in place with contractors, suppliers and professional advisers before you start the respective element of the Project. The terms of these should be proportionate to the standards required of the Project. Employers or clients should be appropriately experienced to carry out the work required of them.

If the Project involves a new post(s) you must advertise this and conduct a formal recruitment process.

6. Standard and sustainability of project

You must carry out the Project in line with relevant best practice and to an appropriate standard for its purpose.

In addition, you should take all reasonable steps to optimise opportunities for sustainable procurement and building sustainability into your activities.

7. Overspend and underspend

The Grant is the total amount of funds we will provide and will not be increased if your costs increase or for any other reason.

If you complete the Project without spending the full amount of Grant, we will recalculate the amount of Grant to be paid to reflect the underspend. If you receive payment in advance and complete the Project without spending the full amount of the Grant you must pay back the proportion of Grant that reflects the underspend.

We will not allow any underspend to be carried forward into a new financial year. Any underspend at the end of a financial year will be retained by SNH. It will not be carried forward to any future years of the Grant, where these exist. Notwithstanding the foregoing, we may consider carrying forward underspend in exceptional circumstances where SNH considers it is in the public interest. This must be formally agreed in writing.

You must inform us of any change to your VAT status and/or to the level of VAT you need to pay in respect of the project. If your VAT payment decreases, we will reduce our contribution to those costs and you will have to pay back any amounts of VAT you have managed to claim back. If your VAT payments increase we will not increase our grant payment. In exceptional cases we may consider assisting with increased VAT costs where SNH considers it is in the public interest. This must be formally agreed in writing.

8. Evidence of satisfactory delivery

We will only pay the Grant once you have provided evidence of satisfactory delivery of the Approved Activities detailed in the Grant Offer, unless the Grant Offer specifies payment on a different basis.

9. Ongoing conditions

We will pay you the Grant or any instalment of it in line with the Grant Contract, provided we are satisfied you are delivering (and will continue to deliver) the Project as outlined in your Grant Application and the Grant Contract.

This includes delivering the requirements of any maintenance or monitoring period when the grant Project has been completed.

10. Maintenance and restoration

Where the Grant relates to Property you must maintain the Property in good repair and condition for the duration of the Contract Period. This includes keeping it physically secure in an appropriate environment. You must also keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.

11. Sale and transfer of goods and services

You must continue to own any Property and maintain responsibility for what happens to it for the duration of the Contract Period.

You must not sell, let or otherwise dispose of the Property or any part of it or any interest in it during the Contract Period without our written approval in advance. Our approval may include new conditions.

If you do sell, let or otherwise dispose of the Property with our approval you will repay us immediately the Grant, or such part of it as we decide. The amount to be paid will reduce by equal proportions over the whole of the Contract Period so that by the end of that period the liability for repayment would be nil. We will tell you how much we expect you to repay when agreeing to any sale or transfer.

If you sell or otherwise dispose of the Property or any part of it **without** our approval we will consider this to be in breach of the Grant Contract. If this is the case then Clause 18 will apply.

12. Period of Grant

The terms and conditions applying to the Grant will apply for the Contract Period specified in the Grant Offer.

13. Insurance

You must insure the Property for its full reinstatement value including inflation and professional fees during the Contract Period unless we specifically agree otherwise. If the Property is lost or damaged, for example by fire, lightning, storm or flood, you may find that you cannot meet the approved Activities of your Project. In this instance we may have to consider claiming back our payments made in accordance with the Grant.

You must take out insurance for the works (if any) and for any unfixed materials and goods delivered to the property. All of these must be covered for their full value against loss or damage.

You must tell us, in writing, within five working days about any significant loss or damage to the Property or as soon as you are aware.

If we have agreed in writing that you can self-insure, you do not need to take out insurance in respect of the Property.

14. Other Project funding

Our Grant is made on the basis that other funding for the Project (financial contributions from other parties, your financial contribution) will be in accordance with the financial information provided in your Grant Application. We will be entitled to ask for confirmation of such funding.

If such funding is varied or withdrawn you will inform us without delay. If match funding is not secured we reserve the right to review the level of our support, should changes to the Project need to be made. We also reserve the right to vary or withdraw our Grant although we will only do this after discussing the situation with you.

15. Acknowledgement of Grant

You must acknowledge the Grant publicly in line with the requirements in our grant acknowledgement Guidance. Payment of Grant may be withheld if you fail to comply with these requirements or fail to provide satisfactory evidence that you have done so if requested by us.

If requested, you must provide us with photographs or transparencies or high resolution digital images, including video images of your Project. All images should be in electronic format. You must also meet any other acknowledgement or publicity requirements we may tell you about from time to time.

You give us the right to use the photographs, transparencies or digital images, including video images you provide to us. You must get any permission, including copyright, you need for you and us to use these images, including the consent of any persons appearing in them where applicable, before you send them to us or before you use them.

We may publicise the Grant in whatever way we think fit.

16. Right to inspect

You must allow reasonable access to any person authorised to inspect the Project for the purpose of ensuring that the Terms of Grant are being complied with.

17. Financial Information & Records

You must keep sufficient financial information and records relating to the Project, in accordance with our financial information and records Guidance. Records should be kept for the Contract Period.

For the duration of the Contract Period, SNH and the Auditor General of Scotland may require an examination of your financial information, documents and records and you must permit access to these upon request.

You must give us any financial (e.g. receipted invoices, payslips, time sheets) or other information we may request from time to time relating to the Project or the Grant.

We have the right, as funders, to require you to improve your financial information and record keeping – or such other requirements as we may specify - if we consider it necessary to do so to meet accepted standards for the management and reporting (including audit) on the use of public funds.

18. Repayment of Grant

We will stop paying the Grant and you must repay us any Grant that we have already paid if:

- You fail to comply with the Grant Contract
- Any information given to us by, or on behalf of you, in connection with the Grant, is found to be incorrect, misleading or fraudulent, whether this is provided before or after the Grant has been paid
- You do not use the Grant for the Project or change the Project without getting our prior written permission
- You change your legal status, close down, are declared bankrupt or go into receivership or liquidation
- You are negligent or fraudulent in relation to your dealings with us over the Grant
- You knowingly withhold information that is relevant to the Grant

We may exercise any of our rights under the Grant Contract at any time, even if we do not do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under the Grant Contract.

19. Transfer of Grant

The Grant is personal to you and you may not assign the Grant or any rights or obligations under the Grant Contract without our agreement in writing.

If, due to future organisational restructuring, we notify you that SNH's grant giving powers are altered we reserve the right to transfer the Grant to another body for funding in place of the SNH grant scheme. In the event of this situation arising, your Grant Contract with us will transfer to such a body when you are accepted into the other grant scheme.

20. Use of Property for security

You must not use the Property as security for a loan or other commitment without our prior approval.

21. Indemnity provision

You will indemnify us against all action, claims, demands, costs, expenses and losses incurred by or made against us which arise out of or in connection with the payment of the Grant or any services or Property created or provided using the Grant.

22. Grant correspondence

Any notice, request or document we send to each other concerning the Grant must be delivered to the addresses in the Grant Offer or such other address as we might agree with you.

Annex 2 - Procurement requirements

One of the Conditions of receiving funding from us is that you must secure good value for money if your Project involves buying goods or services or undertaking works.

This is outlined in our Standard Terms and Conditions of funding - paragraph 5 above – Buying goods and services.

Procurement purchasing thresholds

All Applicants should demonstrate good procurement practice by inviting open and fair competitive quotes, emails are acceptable, and tenders as outlined below*:

*Public Bodies should follow their own purchasing procedures to ensure public accountability. Please have these available, as we may ask to see them.

Purchasing threshold - including any VAT that may be payable	Requirement
£1,000 & below	x 1 Quote – to ensure value for money
£1,000 to £25,000	x 3 Quotes – a minimum of 3 suppliers to be invited to quote Justification required if single tender Justification required if Other Than Lowest Quote
£25,000 to £50,000	x 5 Quotes - a minimum of 5 suppliers to be invited to quote Justification required if 5 suppliers not invited to quote Justification required if Other Than Lowest Quote
£50,000 and above	- advertise and full procurement tendering exercise Where an Applicant plans to do the restoration work on their own land, personally or through their business operations, we will require additional evidence to ensure fair and open competition and value for money. Please email BCF@nature.scot for more information.

If you intend to contract on a different basis from the thresholds above, you must get our prior approval in writing.

You will need to keep appropriate financial information and records to support purchasing decisions.

Applicants must not enter into a formal contract with a supplier prior to receiving and accepting a formal offer of funding from us.

Annex 3 – BCF Supported Activity

	Project Activity	Location/site(s)	Outputs
A	Repair and replacement of deer fences around the Estate perimeter	Eisg Brachaidh eEstate	17.1km new fence erected to protect the estate from deer grazing pressures
B	Cattle grid across public road		One cattle grid to prevent deer ingress along road
C	Deer control within the fenced area	Eisg Brachaidh Estate	All deer within fence removed down to a level of 1 deer per sq km
D	Enrichment planting to aid natural regeneration	Various areas within the newly fenced area on Eisg Brachaidh Estate	5,000 native trees planted

Sharon Phipps

From: Jimmy Hyslop
Sent: 20 April 2020 11:59
To: Gillian Macdonald; BCF; Katherine Leys
Subject: BCF Round 2 update

Of the six successful projects with which I was dealing:

Going ahead more or less in the timescale

[REDACTED]

Can make offers soon on:

[REDACTED]

[REDACTED]

Relevant staff are furloughed so, if we made a grant offer now, there is no-one to accept it. They are suggesting coming back to us when Covid restrictions are lifted and re-jigging necessary timescales etc. but will probably still be delivered by end of March 2020.

[REDACTED]

501341 BCF - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR

nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

Sharon Phipps

From: Jimmy Hyslop
Sent: 20 April 2020 14:33
To: [REDACTED]
Cc: [REDACTED]
Subject: [REDACTED]

Hi [REDACTED]
Just to conform our phone conversation from last Thursday. As there will be no staff to accept a grant offer in the meantime, we won't make one yet. When the staff are returning, let me know and I can check on any wee changes then send out the offer. This also applies to the Eisg Brachaidh project.

[REDACTED]

Jimmy

From [REDACTED]@woodlandtrust.org.uk>
Sent: 15 April 2020 13:12
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Cc: [REDACTED]@woodlandtrust.org.uk>
Subject: [REDACTED]

Hi Jimmy,

[REDACTED]

As you know, the Covid-19 situation is still unfolding and it is still not entirely clear what the impact on our activities will be. Having said this, the team are confident that as long as the world is back to some semblance of normality by the autumn, we should still be able to carry out the project within the planned timescales. However, I should point out that as several of the key project staff are likely to be furloughed soon, there may be a delay of some months in getting any grant documentation signed and returned to you, I hope that won't be a problem?

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

--

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager or the sender.

Please note that for business purposes, outgoing and incoming emails from and to SNH may be monitored.

Tha am post-dealain seo agus fiosrachadh sam bith na chois dìomhair agus airson an neach no buidheann ainmichte a-mhàin. Mas e gun d' fhuair sibh am post-dealain seo le mearachd, cuiribh fios dhan manaidsear-siostaim no neach-sgrìobhaidh.

Thoiribh an aire airson adhbharan gnothaich, 's dòcha gun tèid sùil a chumail air puist-dealain a' tighinn a-steach agus a' dol a-mach bho SNH.

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to

Sharon Phipps

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 30 April 2020 10:33
To: Jimmy Hyslop
Cc: [REDACTED]
Subject: [REDACTED]

Hi Jimmy,

[REDACTED]

(The Eisg Brachaidh project is a little more complex, so we would still prefer to hold fire on that one until after furlough if possible.)

[REDACTED]

Kind regards

[REDACTED]

From: Jimmy Hyslop [mailto:Jimmy.Hyslop@nature.scot]
Sent: 20 April 2020 14:33
To: [REDACTED]
Cc: [REDACTED]
Subject: [REDACTED]

Hi [REDACTED]

Just to conform our phone conversation from last Thursday. As there will be no staff to accept a grant offer in the meantime, we won't make one yet. When the staff are returning, let me know and I can check on any wee changes then send out the offer. This also applies to the Eisg Brachaidh project.

[REDACTED]

Jimmy

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 15 April 2020 13:12
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Cc: [REDACTED]@woodlandtrust.org.uk>
Subject: [REDACTED]

Hi Jimmy,

[REDACTED]

As you know, the Covid-19 situation is still unfolding and it is still not entirely clear what the impact on our activities will be. Having said this, the team are confident that as long as the world is back to some semblance of normality by the autumn, we should still be able to carry out the project within the planned timescales. However, I should point out that as several of the key project staff are likely to be furloughed

soon, there may be a delay of some months in getting any grant documentation signed and returned to you, I hope that won't be a problem?

[Redacted]

[Redacted]

Kind regards

[Redacted]

[Redacted]

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager or the sender.

Please note that for business purposes, outgoing and incoming

Sharon Phipps

From: Jimmy Hyslop
Sent: 22 June 2020 12:51
To: [REDACTED]@woodlandtrust.org.uk'
Cc: [REDACTED]
Subject: RE: 501341 - BCF - The Woodland Trust - Eisg Brachaidh

Hi [REDACTED]

I wonder whether you could give me a very quick update on the situation regarding this project and when relevant staff might be back from furlough,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED] | [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR

[nature.scot](#) – *Connecting People and Nature in Scotland* – [@nature_scot](#)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers.

If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot.

Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: [REDACTED] [REDACTED]@woodlandtrust.org.uk>
Sent: 30 April 2020 10:33
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Cc: [REDACTED]@woodlandtrust.org.uk>
Subject: [REDACTED]

Hi Jimmy,

[REDACTED]

(The Eisg Brachaidh project is a little more complex, so we would still prefer to hold fire on that one until after furlough if possible.)

[REDACTED]

Kind regards

[REDACTED]

From: Jimmy Hyslop [<mailto:Jimmy.Hyslop@nature.scot>]
Sent: 20 April 2020 14:33
To: [REDACTED]
Cc: [REDACTED]
Subject: [REDACTED]

Hi [REDACTED]

Just to conform our phone conversation from last Thursday. As there will be no staff to accept a grant offer in the meantime, we won't make one yet. When the staff are returning, let me know and I can check on any wee changes then send out the offer. This also applies to the Eisg Brachaidh project.

[REDACTED]

Jimmy

From: [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>

Sent: 15 April 2020 13:12

To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>

Cc: [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>

Subject: [REDACTED]

Hi Jimmy,

[REDACTED]

As you know, the Covid-19 situation is still unfolding and it is still not entirely clear what the impact on our activities will be. Having said this, the team are confident that as long as the world is back to some semblance of normality by the autumn, we should still be able to carry out the project within the planned timescales. However, I should point out that as several of the key project staff are likely to be furloughed soon, there may be a delay of some months in getting any grant documentation signed and returned to you, I hope that won't be a problem?

[REDACTED]

[REDACTED]

Kind regards

[REDACTED]

[REDACTED]

Sharon Phipps

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 23 June 2020 11:16
To: Jimmy Hyslop; [REDACTED]
Cc: [REDACTED]
Subject: RE: 501341 - BCF - The Woodland Trust - Eisg Brachaidh

Hi Jimmy,

Thanks for your email. I can confirm that the site manager [REDACTED] is now back from furlough. I have asked her to provide a quick update, I will send it on to you as soon as I receive it.

Kind regards
[REDACTED]

From: Jimmy Hyslop [mailto:Jimmy.Hyslop@nature.scot]
Sent: 22 June 2020 12:52
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: 501341 - BCF - The Woodland Trust - Eisg Brachaidh

Hi [REDACTED]
I wonder whether you could give me a very quick update on the situation regarding this project and when relevant staff might be back from furlough,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – *Connecting People and Nature in Scotland* – [@nature_scot](https://twitter.com/nature_scot)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers.
If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot.
Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 30 April 2020 10:33
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Cc: [REDACTED]@woodlandtrust.org.uk>
Subject: [REDACTED]

Hi Jimmy,

[REDACTED]

(The Eisg Brachaidh project is a little more complex, so we would still prefer to hold fire on that one until after furlough if possible.)

[REDACTED]

Kind regards
[REDACTED]

From: Jimmy Hyslop [<mailto:Jimmy.Hyslop@nature.scot>]

Sent: 20 April 2020 14:33

To: [REDACTED]

Cc: [REDACTED]

Subject: [REDACTED]

Hi [REDACTED],

Just to conform our phone conversation from last Thursday. As there will be no staff to accept a grant offer in the meantime, we won't make one yet. When the staff are returning, let me know and I can check on any wee changes then send out the offer. This also applies to the Eisg Brachaidh project.

[REDACTED]

Jimmy

From [REDACTED] [@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>

Sent: 15 April 2020 13:12

To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>

Cc: [REDACTED] [@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>

Subject: [REDACTED]

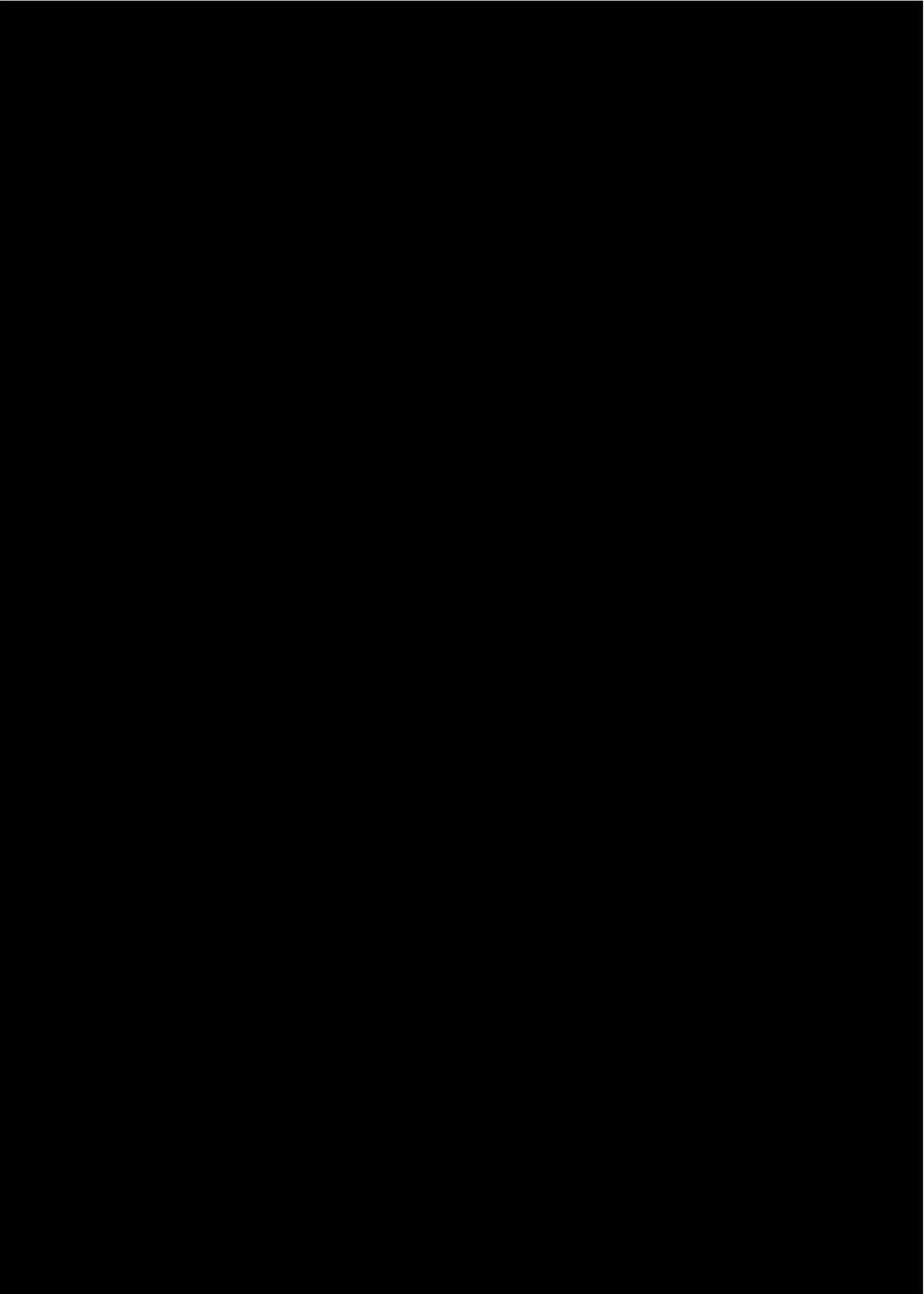
Hi Jimmy,

[REDACTED]

As you know, the Covid-19 situation is still unfolding and it is still not entirely clear what the impact on our activities will be. Having said this, the team are confident that as long as the world is back to some semblance of normality by the autumn, we should still be able to carry out the project within the planned timescales. However, I should point out that as several of the key project staff are likely to be furloughed soon, there may be a delay of some months in getting any grant documentation signed and returned to you, I hope that won't be a problem?

[REDACTED]

[REDACTED]



In accordance with government instructions, I am working from home. I can be contacted by all the usual methods, except in person as the office is currently closed.

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 23 June 2020 13:45
To: Gillian Macdonald <Gillian.Macdonald@nature.scot>
Cc: Katherine Leys <Katherine.Leys@nature.scot>; BCF <BCF@nature.scot>
Subject: RE: Eisg Brachaidh Estate

Hi Gillian,
We are being obliquely asked whether SNH is providing funding to the project which, in itself, is hardly contentious. It's the follow up questions that are the tricky bit.

Suggest that I contact him and confirm that this is the case and see what he comes up with,

Jimmy

From: Gillian Macdonald <Gillian.Macdonald@nature.scot>
Sent: 23 June 2020 13:05
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Cc: Katherine Leys <Katherine.Leys@nature.scot>; BCF <BCF@nature.scot>
Subject: FW: Eisg Brachaidh Estate

Hi Jimmy
Can you please provide a draft response on this case?

If I recall there were some sensitivities addressed at panel on deer fencing (but can't recall if it was this case or another). It may be that an area view is needed too.

Before responding I'd want to get approval from Kath (possibly Eileen – if we felt the issues/potential sensitivities warranted).

Gillian

From: BCF <BCF@nature.scot>
Sent: 23 June 2020 09:37
To: Gillian Macdonald <Gillian.Macdonald@nature.scot>
Subject: FW: Eisg Brachaidh Estate

Hi Gillian

This email has come in to the BCF mailbox.
Could you advise who can help?

Jimmy has BCF2 case 501341 Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project a [REDACTED]
[REDACTED]

Thanks
Hazel

From: [REDACTED] <info@inverpolly.com>
Sent: 22 June 2020 20:49
To: BCF <BCF@nature.scot>
Subject: Eisg Brachaidh Estate

Dear Sir/Madam

[REDACTED].
I have heard the entire Estate is to be deer fenced and I was wondering if you are providing the funding.
The application may have come from CALL(Coigach Assynt Living Landscape) with the help of the Woodland Trust.
This would be in the latest round of funding as I don't think the contract has been signed yet.

Apologies if this is nothing to do with you.

Thank You

[REDACTED]

Sharon Phipps

From: Jimmy Hyslop
Sent: 23 June 2020 14:25
To: [REDACTED]
Subject: FW: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi [REDACTED]

Just to make sure that everyone has the relevant information, please see below.

Also [REDACTED] of Inverpolly Estate has just been in touch to ask whether SNH is funding the project to fence off Eisg Brachaig,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – *Connecting People and Nature in Scotland* – [@nature_scot](https://twitter.com/nature_scot)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers. If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot. Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: Jimmy Hyslop
Sent: 06 April 2020 16:10
To: [REDACTED]@woodlandtrust.org.uk' [REDACTED]@woodlandtrust.org.uk>
Cc: [REDACTED]@woodlandtrust.org.uk>; Tamara Lawton <Tamara.Lawton@nature.scot>
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi again [REDACTED]

This looks like a very good project, long in the gestation.

The only bit we will not be contributing towards is the removal of the old fencing costed at £1,656 inc. VAT, as it did not contribute to the Fund's priorities.

Could you please arrange for the Landowner permission form <https://www.nature.scot/funding/biodiversity-challenge-fund-bcf/biodiversity-challenge-fund-how-apply> to be completed and returned to me? This is a pre-condition to making the funding offer.

There were a couple of related issues that the Panel was keen to highlight:

- While there are no Core Paths or rights of way affected by the proposed works, the Panel was keen that the proposals are explored with the Local Access Forum before the fencing goes ahead and this will be a condition of the grant offer.
- There is clearly potential for adverse publicity to fencing off 2,000ha. of Scottish countryside so we need a communications strategy in the lead up so that we can push the very considerable positive outcomes and the lack of other alternatives.

The timetable in the application means that there is some breathing space to consider these and the effects of Covid on the programme.

	Project Activity	Location/site(s)	Outputs	Who will implement	Expected Timescale
A	<i>Removal of old and defunct deer fences remaining from the small deer exclosures established in the 1960's</i>	<i>Eisg Brachaidh Estate (Grid Ref:)</i>	<i>Old fences removed to enable free access around the estate for people and mammals and stock</i>	<i>Contractor</i>	<i>June 2020-February 2021</i>
B	Repair and replacement of deer fences around the Estate perimeter (over 17km in length)	Eisg Brachaidh Estate (Grid Ref:)	New fence erected to protect the estate from deer grazing pressures	Contractor	June 2020-February 2021
C	Deer control within the fenced area	Eisg Brachaidh Estate (Grid Ref:)	All deer within fence removed down to a level of 1 deer per sq km	Contractors and Estate Keeper	October 2020-February 2021
D	Enrichment planting to aid natural regeneration	Eisg Brachaidh Estate (Grid Ref:)	Native species planted to kick-start natural regeneration process	CALLP project staff	January 2021-March 2021

Let me know when you've had the opportunity to catch up with all of this,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [redacted]
 Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From: BCF
Sent: 06 April 2020 07:52
To: [redacted]@woodlandtrust.org.uk' [redacted]@woodlandtrust.org.uk>
Cc: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Dear [redacted]

Biodiversity Challenge Fund (BCF) – Round 2

Thank you for your application to the Biodiversity Challenge Fund. We received a range of applications which we considered to be of a very high standard. Your application has been assessed and has been reviewed by our decision making panel.

Your application for Eisg Brachaidh Biodiversity Restoration Project has been provisionally approved, however please be advised this may be for a lesser amount than you requested and may not include all of the activities outlined in your application.

We're aware the advice regarding the Coronavirus pandemic may have a significant impact on your plans to deliver certain activities in the coming year and therefore, before confirming any decisions, your Funding Officer Jimmy Hyslop will be in touch to discuss the impact on your plans for delivery in terms of funding, project activities and timescales. They will also discuss your contingency plans including how you plan to mitigate the risks associated with current uncertainties.

If you are no longer confident that you will be able to deliver the agreed activities and wish to withdraw your application, then please let your Funding Officer know as soon as possible and by end April. We understand that the current focus for many of us is on adapting to the current situation and the changes to our daily lives and if you need more time to consider your options, then you should discuss this with your Funding Officer.

Once you have confirmed how you plan to proceed, we will review any further information you've provided and we expect to be able to quickly confirm our decision on your application.

In the meantime, we would ask you not to communicate this provisional decision. When decisions have been confirmed we will email you to let you know the outcome and advise of next steps.

Kind regards

Central Funding Team

Scottish Natural Heritage | Battleby | Redgorton | Perth | PH1 3EW | t: 01738 458651
Dualchas Nàdair na h-Alba | Battleby | Ràth a' Ghoirtein | Peairt | PH1 3EW
nature.scot – *Connecting People and Nature in Scotland* - [@nature_scot](https://twitter.com/nature_scot)

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

Sharon Phipps

From: Katherine Leys
Sent: 23 June 2020 14:37
To: Jimmy Hyslop; Tamara Lawton; Gillian Macdonald
Cc: BCF; Graeme Taylor; Sinclair Coghill; Holly Deary
Subject: RE: Eisg Brachaidh Estate

Hi Jimmy cc Tamara, Gillian and others,

Well, I am happy for you to simply confirm that we have awarded the project funding but it would make sense if follow up was done through the Area if that is OK with them.

Kath

Dr Katherine Leys | Head of Biodiversity and Geodiversity | Scottish Natural Heritage | Elmwood Campus | Carslogie Road | Cupar | Fife | KY15 4JB | t: 01738 [REDACTED]
Dualchas Nàdair na h-Alba | Àrainn Elmwood | Rathad Carslogie | Cùbar | Fìobha | KY15 4JB | nature.scot –
Connecting People and Nature in Scotland – @nature.scot

Please be aware that all Scottish Natural Heritage (SNH) email addresses have changed to this new format: firstname.lastname@nature.scot. My new email address is katherine.leys@nature.scot

In accordance with government instructions, I am working from home. I can be contacted by all the usual methods, except in person as the office is currently closed.

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 23 June 2020 14:34
To: Tamara Lawton <Tamara.Lawton@nature.scot>; Katherine Leys <Katherine.Leys@nature.scot>; Gillian Macdonald <Gillian.Macdonald@nature.scot>
Cc: BCF <BCF@nature.scot>; Graeme Taylor <Graeme.Taylor@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>; Holly Deary <Holly.Deary@nature.scot>
Subject: RE: Eisg Brachaidh Estate

Dear all,

Could I suggest that a question about SNH funding is dealt with by the funding team? The follow up may be a different matter,

Jimmy

From: Tamara Lawton <Tamara.Lawton@nature.scot>
Sent: 23 June 2020 14:31
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>; Katherine Leys <Katherine.Leys@nature.scot>; Gillian Macdonald <Gillian.Macdonald@nature.scot>
Cc: BCF <BCF@nature.scot>; Graeme Taylor <Graeme.Taylor@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>; Holly Deary <Holly.Deary@nature.scot>
Subject: RE: Eisg Brachaidh Estate

Hi Jimmy, just to let you know that [REDACTED] has also been in touch with the area to ask the same question. We have also been made aware that the landowner has been in touch with [REDACTED] also. Might be expedient to hold off

with a response to [REDACTED] right away until we've got an agreed line to take (Graeme is organising this from an area perspective).

Cheers,
Tamara

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 23 June 2020 14:12
To: Katherine Leys <Katherine.Leys@nature.scot>; Gillian Macdonald <Gillian.Macdonald@nature.scot>
Cc: BCF <BCF@nature.scot>; Tamara Lawton <Tamara.Lawton@nature.scot>
Subject: RE: Eisg Brachaidh Estate

Hi Kath,

[REDACTED]
[REDACTED]
[REDACTED] Issues relating to fencing, effects on deer and people's access was all dealt with as part of the assessment and in the follow up after the Panel's decision. We have sought WO and Area viewpoints and the Panel was satisfied.

Woodland Trust staff and CALL Project Manager are just back from furlough and (by happy coincidence) I am expecting an update from them tomorrow.

Are you content for me to contact [REDACTED] and answer his question?

Jimmy

From: Katherine Leys <Katherine.Leys@nature.scot>
Sent: 23 June 2020 14:02
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>; Gillian Macdonald <Gillian.Macdonald@nature.scot>
Cc: BCF <BCF@nature.scot>
Subject: RE: Eisg Brachaidh Estate

Hi Jimmy and Gillian,

Yes, I agree we are at this stage being asked whether we are providing the funding and also agree it is the follow up questions that are the issue. Can we just have another look at the application before responding and also perhaps a quick check with the Area (although the chances of hearing anything on the grapevine these days is reduced by lack of contact). I'm thinking the application has the landowner agreement (I recall there was an issue between owners and a tenant somewhere along the lines but I can't remember the detail of which land it was on) although submitted by a third party so it would be good to enter into the correspondence knowing the details.

Kath

Dr Katherine Leys | Head of Biodiversity and Geodiversity | Scottish Natural Heritage | Elmwood Campus | Carslogie Road | Cupar | Fife | KY15 4JB | t: 01738 [REDACTED]
Dualchas Nàdair na h-Alba | Àrainn Elmwood | Rathad Carslogie | Cùbar | Fìobha | KY15 4JB | nature.scot –
Connecting People and Nature in Scotland – @nature.scot

Please be aware that all Scottish Natural Heritage (SNH) email addresses have changed to this new format: firstname.lastname@nature.scot. My new email address is katherine.leys@nature.scot

In accordance with government instructions, I am working from home. I can be contacted by all the usual methods, except in person as the office is currently closed.

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 23 June 2020 13:45
To: Gillian Macdonald <Gillian.Macdonald@nature.scot>
Cc: Katherine Leys <Katherine.Leys@nature.scot>; BCF <BCF@nature.scot>
Subject: RE: Eisg Brachaidh Estate

Hi Gillian,
We are being obliquely asked whether SNH is providing funding to the project which, in itself, is hardly contentious. It's the follow up questions that are the tricky bit.

Suggest that I contact him and confirm that this is the case and see what he comes up with,

Jimmy

From: Gillian Macdonald <Gillian.Macdonald@nature.scot>
Sent: 23 June 2020 13:05
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Cc: Katherine Leys <Katherine.Leys@nature.scot>; BCF <BCF@nature.scot>
Subject: FW: Eisg Brachaidh Estate

Hi Jimmy
Can you please provide a draft response on this case?

If I recall there were some sensitivities addressed at panel on deer fencing (but can't recall if it was this case or another). It may be that an area view is needed too.

Before responding I'd want to get approval from Kath (possibly Eileen – if we felt the issues/potential sensitivities warranted).

Gillian

From: BCF <BCF@nature.scot>
Sent: 23 June 2020 09:37
To: Gillian Macdonald <Gillian.Macdonald@nature.scot>
Subject: FW: Eisg Brachaidh Estate

Hi Gillian

This email has come in to the BCF mailbox.
Could you advise who can help?

Jimmy has BCF2 case 501341 Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project and [REDACTED]

Thanks
Hazel

From: [REDACTED] <info@inverpolly.com>
Sent: 22 June 2020 20:49
To: BCF <BCF@nature.scot>
Subject: Eisg Brachaidh Estate

Dear Sir/Madam

I am the Agricultural Tenant on Eisg Brachaidh Estate.

I have heard the entire Estate is to be deer fenced and I was wondering if you are providing the funding.

The application may have come from CALL(Coigach Assynt Living Landscape) with the help of the Woodland Trust.

This would be in the latest round of funding as I don't think the contract has been signed yet.

Apologies if this is nothing to do with you.

Thank You

██████████

Sharon Phipps

From: Jimmy Hyslop
Sent: 23 June 2020 14:44
To: 'info@inverpolly.com'
Subject: RE: Eisg Brachaidh Estate

Hi [REDACTED],
Woodland Trust Scotland has been successful in its application to our Biodiversity Challenge Fund for this project,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – *Connecting People and Nature in Scotland* – [@nature_scot](https://twitter.com/nature_scot)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers.

If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot.

Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: [REDACTED] <info@inverpolly.com>
Sent: 22 June 2020 20:49
To: BCF <BCF@nature.scot>
Subject: Eisg Brachaidh Estate

Dear Sir/Madam

I am the Agricultural Tenant on Eisg Brachaidh Estate.

I have heard the entire Estate is to be deer fenced and I was wondering if you are providing the funding.

The application may have come from CALL(Coigach Assynt Living Landscape) with the help of the Woodland Trust.

This would be in the latest round of funding as I don't think the contract has been signed yet.

Apologies if this is nothing to do with you.

Thank You
[REDACTED]

Sharon Phipps

From: [REDACTED] <info@inverpolly.com>
Sent: 23 June 2020 15:39
To: Jimmy Hyslop
Subject: RE: Eisd Brachaidh Estate

Hi Jimmy

Thank you for that.

I am surprised there has been no requirement for the applicants to consult with those that will be effected directly or indirectly by this controversial fencing plan.

We, as agricultural tenants, only heard last week.

The local Deer Management Group has heard nothing despite collaborative deer management being government policy.

The 5 miles of fence and loch mean the Community of Inverkirkaig will be flooded with deer in the winter that would normally have been spread through Eisd Brachaidh and Inverpolly.

I hope there is a requirement for funding a helicopter to put out any wild fires. The one a few years ago burnt 30 years of regeneration.

I would welcome your thoughts.

Yours

[REDACTED]

From: Jimmy Hyslop [mailto:Jimmy.Hyslop@nature.scot]
Sent: 23 June 2020 14:44
To: info@inverpolly.com
Subject: RE: Eisd Brachaidh Estate

Hi [REDACTED]

Woodland Trust Scotland has been successful in its application to our Biodiversity Challenge Fund for this project,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR

nature.scot – *Connecting People and Nature in Scotland* – [@nature_scot](https://twitter.com/nature_scot)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers.

If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot.

Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: [REDACTED] <info@inverpolly.com>
Sent: 22 June 2020 20:49

To: BCF <BCF@nature.scot>

Subject: Eisd Brachaidh Estate

Dear Sir/Madam

I am the Agricultural Tenant on Eisd Brachaidh Estate.

I have heard the entire Estate is to be deer fenced and I was wondering if you are providing the funding.

The application may have come from CALL(Coigach Assynt Living Landscape) with the help of the Woodland Trust.

This would be in the latest round of funding as I don't think the contract has been signed yet.

Apologies if this is nothing to do with you.

Thank You

██████████

Sharon Phipps

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 23 June 2020 15:56
To: Jimmy Hyslop
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi Jimmy,

Thankyou for letting us know that [REDACTED] has been in touch. [REDACTED] is currently in discussions with the landowner and is working on a comms strategy to help publicise the benefits of the scheme.

[REDACTED] has informed me that despite advertising the work on Public Contracts Scotland for 40 days and receiving initial interest from 10 parties, ultimately only 1 quote was submitted. [REDACTED] is currently working out the details with the contract, at which point we will be able to confirm the final project cost. I hope this single quote will be acceptable?

I will also arrange for a landowner permission form to be sent to you asap.

Can I ask if we need to have finalised the comms strategy before SNH can release the contract? Some of our key staff who will be feeding into this are still on furlough until next week, and we are keen to get the ball rolling asap if possible.

Kind regards
[REDACTED]

From: Jimmy Hyslop [mailto:Jimmy.Hyslop@nature.scot]
Sent: 23 June 2020 14:25
To: [REDACTED]
Subject: FW: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi [REDACTED]
Just to make sure that everyone has the relevant information, please see below.

Also [REDACTED] Inverpollly Estate has just been in touch to ask whether SNH is funding the project to fence off Eisg Brachaig,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR

nature.scot – *Connecting People and Nature in Scotland* – [@nature_scot](https://twitter.com/nature_scot)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers.

If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot.

Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: Jimmy Hyslop
Sent: 06 April 2020 16:10
To: [redacted]@woodlandtrust.org.uk [redacted]@woodlandtrust.org.uk
Cc: [redacted]@woodlandtrust.org.uk; Tamara Lawton <Tamara.Lawton@nature.scot>
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi again [redacted],
 This looks like a very good project, long in the gestation.

The only bit we will not be contributing towards is the removal of the old fencing costed at £1,656 inc. VAT, as it did not contribute to the Fund's priorities.

Could you please arrange for the Landowner permission form <https://www.nature.scot/funding/biodiversity-challenge-fund-bcf/biodiversity-challenge-fund-how-apply> to be completed and returned to me? This is a pre-condition to making the funding offer.

There were a couple of related issues that the Panel was keen to highlight:

- While there are no Core Paths or rights of way affected by the proposed works, the Panel was keen that the proposals are explored with the Local Access Forum before the fencing goes ahead and this will be a condition of the grant offer.
- There is clearly potential for adverse publicity to fencing off 2,000ha. of Scottish countryside so we need a communications strategy in the lead up so that we can push the very considerable positive outcomes and the lack of other alternatives.

The timetable in the application means that there is some breathing space to consider these and the effects of Covid on the programme.

	Project Activity	Location/site(s)	Outputs	Who will implement	Expected Timescale
A	Removal of old and defunct deer fences remaining from the small deer exclosures established in the 1960's	Eisg Brachaidh Estate (Grid Ref:)	Old fences removed to enable free access around the estate for people and mammals and stock	Contractor	June 2020-February 2021
B	Repair and replacement of deer fences around the Estate perimeter (over 17km in length)	Eisg Brachaidh Estate (Grid Ref:)	New fence erected to protect the estate from deer grazing pressures	Contractor	June 2020-February 2021
C	Deer control within the fenced area	Eisg Brachaidh Estate (Grid Ref:)	All deer within fence removed down to a level of 1 deer per sq km	Contractors and Estate Keeper	October 2020-February 2021
D	Enrichment planting to aid natural regeneration	Eisg Brachaidh Estate (Grid Ref:)	Native species planted to kick-start natural regeneration process	CALLP project staff	January 2021-March 2021

Let me know when you've had the opportunity to catch up with all of this,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [redacted]
 Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaidhe | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From: BCF
Sent: 06 April 2020 07:52
To: [REDACTED]@woodlandtrust.org.uk' [REDACTED]@woodlandtrust.org.uk>
Cc: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Dear Jenny

Biodiversity Challenge Fund (BCF) – Round 2

Thank you for your application to the Biodiversity Challenge Fund. We received a range of applications which we considered to be of a very high standard. Your application has been assessed and has been reviewed by our decision making panel.

Your application for Eisg Brachaidh Biodiversity Restoration Project has been provisionally approved, however please be advised this may be for a lesser amount than you requested and may not include all of the activities outlined in your application.

We're aware the advice regarding the Coronavirus pandemic may have a significant impact on your plans to deliver certain activities in the coming year and therefore, before confirming any decisions, your Funding Officer Jimmy Hyslop will be in touch to discuss the impact on your plans for delivery in terms of funding, project activities and timescales. They will also discuss your contingency plans including how you plan to mitigate the risks associated with current uncertainties.

If you are no longer confident that you will be able to deliver the agreed activities and wish to withdraw your application, then please let your Funding Officer know as soon as possible and by end April. We understand that the current focus for many of us is on adapting to the current situation and the changes to our daily lives and if you need more time to consider your options, then you should discuss this with your Funding Officer.

Once you have confirmed how you plan to proceed, we will review any further information you've provided and we expect to be able to quickly confirm our decision on your application.

In the meantime, we would ask you not to communicate this provisional decision. When decisions have been confirmed we will email you to let you know the outcome and advise of next steps.

Kind regards

Central Funding Team

Scottish Natural Heritage | Battleby | Redgorton | Perth | PH1 3EW | t: 01738 458651
Dualchas Nàdair na h-Alba | Battleby | Ràth a' Ghoirtein | Peairt | PH1 3EW
nature.scot – Connecting People and Nature in Scotland - [@nature_scot](https://twitter.com/nature_scot)

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

--

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager or the sender.

Please note that for business purposes, outgoing and incoming emails from and to SNH may be monitored.

Tha am post-dealain seo agus fiosrachadh sam bith na chois dìomhair agus airson an neach no buidheann ainmichte a-mhàin. Mas e gun d' fhuair sibh am post-dealain seo le mearachd, cuiribh fios dhan manaidsear-siostaim no neach-sgrìobhaidh.

Thoiribh an aire airson adhbharan gnothaich, 's dòcha gun tèid sùil a chumail air puist-dealain a' tighinn a-steach agus a' dol a-mach bho SNH.

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to ensure email is sent without viruses, but cannot guarantee this and recommend recipients take appropriate precautions. We may monitor email traffic data and content in accordance with our policies and English law. Thank you.

The Woodland Trust is a charity registered in England (No. 294344) and in Scotland (No. SC038885).

A non-profit making company limited by guarantee.

Registered in England No. 1982873.

Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.

<http://www.woodlandtrust.org.uk>

Sharon Phipps

From: Jimmy Hyslop
Sent: 23 June 2020 16:14
To: Graeme Taylor
Cc: Tamara Lawton; Sinclair Coghill; Holly Deary; Katherine Leys
Subject: RE: Eisd Brachaidh Estate
Attachments: 501341 - 26 - RE_ Eisd Brachaidh Estate - reply from [REDACTED] - 23 June 2020.obr; 501341 - 27 - from [REDACTED] - 23 June 2020.obr

Hi Graeme,
Just had the attached from [REDACTED]

Can't see anything I disagree with in your line below, but I am not sighted on the history or local issues. Also had the attached from [REDACTED]

Jimmy

From: Graeme Taylor <Graeme.Taylor@nature.scot>
Sent: 23 June 2020 15:39
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Cc: Tamara Lawton <Tamara.Lawton@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>; Holly Deary <Holly.Deary@nature.scot>; Katherine Leys <Katherine.Leys@nature.scot>
Subject: RE: Eisd Brachaidh Estate

Hi Jimmy,

Thanks for letting us know, I'm sure [REDACTED] will have some further questions for SNH. In the meantime we had been working with comms on a line to take as the funding of deer fencing in the local area may cause some excitement, and there has been previous media coverage of deer related issues in the past. Can you look over this media line and confirm you are happy for a funding perspective so that if we do need to use this line we can release straight away. The area team were busy looking at this this morning and we were about to circulate it to you but matters seem to have overtaken us.

"We support the work of all the members of the deer management group, including the current plan which will bring a range of biodiversity benefits to important designated sites. But we recognise there are sometimes differences in approach, so we encourage estates to communicate with each other regularly."

Background info

- Under the grant, parts of the estate will be fenced, not the entire estate. This will help with deer management and reduce deer grazing on designated sites.
- The grant is part of SNH's Biodiversity Challenge Fund

Regards,

Graeme

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 23 June 2020 15:20
To: Graeme Taylor <Graeme.Taylor@nature.scot>; Tamara Lawton <Tamara.Lawton@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>; Holly Deary <Holly.Deary@nature.scot>
Subject: FW: Eisd Brachaidh Estate

Hi Graeme,
Response to [REDACTED] below. I sent on the attached e-mail to [REDACTED] at Woodland Trust Scotland now that both she and [REDACTED] are around. Everything I have is in the file.

Jimmy

From: Jimmy Hyslop
Sent: 23 June 2020 14:44
To: 'info@inverpolly.com' <info@inverpolly.com>
Subject: RE: Eisg Brachaidh Estate

Hi [REDACTED],
Woodland Trust Scotland has been successful in its application to our Biodiversity Challenge Fund for this project,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – *Connecting People and Nature in Scotland* – [@nature_scot](https://twitter.com/nature_scot)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers.
If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot.
Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: [REDACTED] <info@inverpolly.com>
Sent: 22 June 2020 20:49
To: BCF <BCF@nature.scot>
Subject: Eisg Brachaidh Estate

Dear Sir/Madam

I am the Agricultural Tenant on Eisg Brachaidh Estate.
I have heard the entire Estate is to be deer fenced and I was wondering if you are providing the funding. The application may have come from CALL(Coigach Assynt Living Landscape) with the help of the Woodland Trust. This would be in the latest round of funding as I don't think the contract has been signed yet.

Apologies if this is nothing to do with you.
Thank You

[REDACTED]

Sharon Phipps

From: Jimmy Hyslop
Sent: 23 June 2020 16:29
To: [REDACTED]
Cc: Graeme Taylor; Holly Deary; Tamara Lawton; Sinclair Coghill
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi [REDACTED],
Given that [REDACTED] has been in contact, I think that the comms strategy is urgent. I am copying in local SNH Area staff.

From a funding point of view, all we require is the landowner's permission and we can make the grant offer. Local staff will deal with any necessary SSSI consent,

Jimmy

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 23 June 2020 15:56
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi Jimmy,

Thankyou for letting us know that [REDACTED] has been in touch. [REDACTED] is currently in discussions with the landowner and is working on a comms strategy to help publicise the benefits of the scheme.

[REDACTED] has informed me that despite advertising the work on Public Contracts Scotland for 40 days and receiving initial interest from 10 parties, ultimately only 1 quote was submitted. [REDACTED] is currently working out the details with the contract, at which point we will be able to confirm the final project cost. I hope this single quote will be acceptable?

I will also arrange for a landowner permission form to be sent to you asap.

Can I ask if we need to have finalised the comms strategy before SNH can release the contract? Some of our key staff who will be feeding into this are still on furlough until next week, and we are keen to get the ball rolling asap if possible.

Kind regards
[REDACTED]

From: Jimmy Hyslop [<mailto:Jimmy.Hyslop@nature.scot>]
Sent: 23 June 2020 14:25
To: [REDACTED]
Subject: FW: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi [REDACTED]
Just to make sure that everyone has the relevant information, please see below.

Also [REDACTED] Inverpoll Estate has just been in touch to ask whether SNH is funding the project to fence off Eisd Brachaig,

Jimmy

Jimmy Hyslop | Funding Officer

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers. If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot. Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: Jimmy Hyslop
Sent: 06 April 2020 16:10
To: [REDACTED]@woodlandtrust.org.uk' [REDACTED]@woodlandtrust.org.uk>
Cc: [REDACTED]@woodlandtrust.org.uk>; Tamara Lawton <Tamara.Lawton@nature.scot>
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi again [REDACTED]
 This looks like a very good project, long in the gestation.

The only bit we will not be contributing towards is the removal of the old fencing costed at £1,656 inc. VAT, as it did not contribute to the Fund's priorities.

Could you please arrange for the Landowner permission form <https://www.nature.scot/funding/biodiversity-challenge-fund-bcf/biodiversity-challenge-fund-how-apply> to be completed and returned to me? This is a pre-condition to making the funding offer.

- There were a couple of related issues that the Panel was keen to highlight:
- While there are no Core Paths or rights of way affected by the proposed works, the Panel was keen that the proposals are explored with the Local Access Forum before the fencing goes ahead and this will be a condition of the grant offer.
 - There is clearly potential for adverse publicity to fencing off 2,000ha. of Scottish countryside so we need a communications strategy in the lead up so that we can push the very considerable positive outcomes and the lack of other alternatives.

The timetable in the application means that there is some breathing space to consider these and the effects of Covid on the programme.

	Project Activity	Location/site(s)	Outputs	Who will implement	Expected Timescale
A	Removal of old and defunct deer fences remaining from the small deer exclosures established in the 1960's	Eisg Brachaidh Estate (Grid Ref:)	Old fences removed to enable free access around the estate for people and mammals and stock	Contractor	June 2020-February 2021
B	Repair and replacement of deer fences around the Estate perimeter (over 17km in length)	Eisg Brachaidh Estate (Grid Ref:)	New fence erected to protect the estate from deer grazing pressures	Contractor	June 2020-February 2021
C	Deer control within the fenced area	Eisg Brachaidh Estate (Grid Ref:)	All deer within fence removed down to a	Contractors and Estate Keeper	October 2020-February 2021

			level of 1 deer per sq km		
D	Enrichment planting to aid natural regeneration	Eisg Brachaidh Estate (Grid Ref:)	Native species planted to kick-start natural regeneration process	CALLP project staff	January 2021-March 2021

Let me know when you've had the opportunity to catch up with all of this,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [redacted]
 Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From: BCF

Sent: 06 April 2020 07:52

To: [redacted]@woodlandtrust.org.uk' [redacted]t@woodlandtrust.org.uk>

Cc: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>

Subject: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Dear [redacted]

Biodiversity Challenge Fund (BCF) – Round 2

Thank you for your application to the Biodiversity Challenge Fund. We received a range of applications which we considered to be of a very high standard. Your application has been assessed and has been reviewed by our decision making panel.

Your application for Eisg Brachaidh Biodiversity Restoration Project has been provisionally approved, however please be advised this may be for a lesser amount than you requested and may not include all of the activities outlined in your application.

We're aware the advice regarding the Coronavirus pandemic may have a significant impact on your plans to deliver certain activities in the coming year and therefore, before confirming any decisions, your Funding Officer Jimmy Hyslop will be in touch to discuss the impact on your plans for delivery in terms of funding, project activities and timescales. They will also discuss your contingency plans including how you plan to mitigate the risks associated with current uncertainties.

If you are no longer confident that you will be able to deliver the agreed activities and wish to withdraw your application, then please let your Funding Officer know as soon as possible and by end April. We understand that the current focus for many of us is on adapting to the current situation and the changes to our daily lives and if you need more time to consider your options, then you should discuss this with your Funding Officer.

Once you have confirmed how you plan to proceed, we will review any further information you've provided and we expect to be able to quickly confirm our decision on your application.

In the meantime, we would ask you not to communicate this provisional decision. When decisions have been confirmed we will email you to let you know the outcome and advise of next steps.

Kind regards

Central Funding Team

Scottish Natural Heritage | Battleby | Redgorton | Perth | PH1 3EW | t: 01738 458651
 Dualchas Nàdair na h-Alba | Battleby | Ràth a' Ghoirtein | Peairt | PH1 3EW
nature.scot – Connecting People and Nature in Scotland - [@nature_scot](https://twitter.com/nature_scot)

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

--

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager or the sender.

Please note that for business purposes, outgoing and incoming emails from and to SNH may be monitored.

Tha am post-dealain seo agus fiosrachadh sam bith na chois dìomhair agus airson an neach no buidheann ainmichte a-mhàin. Mas e gun d' fhuair sibh am post-dealain seo le mearachd, cuiribh fios dhan manaidshear-siostaim no neach-sgrìobhaidh.

Thoiribh an aire airson adhbharan gnothaich, 's dòcha gun tèid sùil a chumail air puist-dealain a' tighinn a-steach agus a' dol a-mach bho SNH.

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to ensure email is sent without viruses, but cannot guarantee this and recommend recipients take appropriate precautions. We may monitor email traffic data and content in accordance with our policies and English law. Thank you.

The Woodland Trust is a charity registered in England (No. 294344) and in Scotland (No. SC038885).

A non-profit making company limited by guarantee.

Registered in England No. 1982873.

Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.

<http://www.woodlandtrust.org.uk>

Sharon Phipps

From: Jimmy Hyslop
Sent: 23 June 2020 17:24
To: [REDACTED]
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

[REDACTED]
In the application form you specified that you would prefer quarterly claims - end of September, end of December and end of March. Roughly how much would you be expecting to claim at each juncture?

We have an approved budget for this and tomorrow I will prepare the various docs etc. so if I receive the landowner permission I can pass this up for authorisation which is required before I can send out the offer.

For info, I will be on leave next week.

The process has been followed so a single quote will be acceptable. Don't enter into a contract with anyone until you have accepted the funding offer.

Jimmy

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 23 June 2020 15:56
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi Jimmy,

Thankyou for letting us know that [REDACTED] has been in touch. [REDACTED] is currently in discussions with the landowner and is working on a comms strategy to help publicise the benefits of the scheme.

[REDACTED] has informed me that despite advertising the work on Public Contracts Scotland for 40 days and receiving initial interest from 10 parties, ultimately only 1 quote was submitted. [REDACTED] is currently working out the details with the contract, at which point we will be able to confirm the final project cost. I hope this single quote will be acceptable?

I will also arrange for a landowner permission form to be sent to you asap.

Can I ask if we need to have finalised the comms strategy before SNH can release the contract? Some of our key staff who will be feeding into this are still on furlough until next week, and we are keen to get the ball rolling asap if possible.

Kind regards
[REDACTED]

From: Jimmy Hyslop [<mailto:Jimmy.Hyslop@nature.scot>]
Sent: 23 June 2020 14:25
To: [REDACTED]
Subject: FW: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi [REDACTED]
[REDACTED] sure that everyone has the relevant information, please see below.

Also [REDACTED] Inverpoll Estate has just been in touch to ask whether SNH is funding the project to fence off Eisg Brachaig,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers. If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot. Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: Jimmy Hyslop
Sent: 06 April 2020 16:10
To: [REDACTED]@woodlandtrust.org.uk' [REDACTED]@woodlandtrust.org.uk>
Cc: [REDACTED]@woodlandtrust.org.uk>; Tamara Lawton <Tamara.Lawton@nature.scot>
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi again [REDACTED]
This looks like a very good project, long in the gestation.

The only bit we will not be contributing towards is the removal of the old fencing costed at £1,656 inc. VAT, as it did not contribute to the Fund's priorities.

Could you please arrange for the Landowner permission form <https://www.nature.scot/funding/biodiversity-challenge-fund-bcf/biodiversity-challenge-fund-how-apply> to be completed and returned to me? This is a pre-condition to making the funding offer.

There were a couple of related issues that the Panel was keen to highlight:

- While there are no Core Paths or rights of way affected by the proposed works, the Panel was keen that the proposals are explored with the Local Access Forum before the fencing goes ahead and this will be a condition of the grant offer.
- There is clearly potential for adverse publicity to fencing off 2,000ha. of Scottish countryside so we need a communications strategy in the lead up so that we can push the very considerable positive outcomes and the lack of other alternatives.

The timetable in the application means that there is some breathing space to consider these and the effects of Covid on the programme.

	Project Activity	Location/site(s)	Outputs	Who will implement	Expected Timescale
A	<i>Removal of old and defunct deer fences remaining from the small deer exclosures established in the 1960's</i>	<i>Eisg Brachaidh Estate (Grid Ref:)</i>	<i>Old fences removed to enable free access around the estate for people and mammals and stock</i>	<i>Contractor</i>	<i>June 2020-February 2021</i>
B	Repair and replacement of deer fences around the Estate	Eisg Brachaidh Estate (Grid Ref:)	New fence erected to protect the estate from deer grazing pressures	Contractor	June 2020-February 2021

	perimeter (over 17km in length)				
C	Deer control within the fenced area	Eisg Brachaidh Estate (Grid Ref:)	All deer within fence removed down to a level of 1 deer per sq km	Contractors and Estate Keeper	October 2020-February 2021
D	Enrichment planting to aid natural regeneration	Eisg Brachaidh Estate (Grid Ref:)	Native species planted to kick-start natural regeneration process	CALLP project staff	January 2021-March 2021

Let me know when you've had the opportunity to catch up with all of this,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
 Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaidhe | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From: BCF

Sent: 06 April 2020 07:52

To: [REDACTED]@woodlandtrust.org.uk' [REDACTED]@woodlandtrust.org.uk>

Cc: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>

Subject: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Dear Jenny

Biodiversity Challenge Fund (BCF) – Round 2

Thank you for your application to the Biodiversity Challenge Fund. We received a range of applications which we considered to be of a very high standard. Your application has been assessed and has been reviewed by our decision making panel.

Your application for Eisg Brachaidh Biodiversity Restoration Project has been provisionally approved, however please be advised this may be for a lesser amount than you requested and may not include all of the activities outlined in your application.

We're aware the advice regarding the Coronavirus pandemic may have a significant impact on your plans to deliver certain activities in the coming year and therefore, before confirming any decisions, your Funding Officer Jimmy Hyslop will be in touch to discuss the impact on your plans for delivery in terms of funding, project activities and timescales. They will also discuss your contingency plans including how you plan to mitigate the risks associated with current uncertainties.

If you are no longer confident that you will be able to deliver the agreed activities and wish to withdraw your application, then please let your Funding Officer know as soon as possible and by end April. We understand that the current focus for many of us is on adapting to the current situation and the changes to our daily lives and if you need more time to consider your options, then you should discuss this with your Funding Officer.

Once you have confirmed how you plan to proceed, we will review any further information you've provided and we expect to be able to quickly confirm our decision on your application.

In the meantime, we would ask you not to communicate this provisional decision. When decisions have been confirmed we will email you to let you know the outcome and advise of next steps.

Kind regards

Central Funding Team

Scottish Natural Heritage | Battleby | Redgorton | Perth | PH1 3EW | t: 01738 458651
Dualchas Nàdair na h-Alba | Battleby | Ràth a' Ghoirtein | Peairt | PH1 3EW
nature.scot – Connecting People and Nature in Scotland - [@nature_scot](https://twitter.com/nature_scot)

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

--

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager or the sender.

Please note that for business purposes, outgoing and incoming emails from and to SNH may be monitored.

Tha am post-dealain seo agus fiosrachadh sam bith na chois dìomhair agus airson an neach no buidheann ainmichte a-mhàin. Mas e gun d' fhuair sibh am post-dealain seo le mearachd, cuiribh fios dhan manaidsèar-siostaim no neach-sgrìobhaidh.

Thoiribh an aire airson adhbharan gnothaich, 's dòcha gun tèid sùil a chumail air puist-dealain a' tighinn a-steach agus a' dol a-mach bho SNH.

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to ensure email is sent without viruses, but cannot guarantee this and recommend recipients take appropriate precautions. We may monitor email traffic data and content in accordance with our policies and English law. Thank you.

The Woodland Trust is a charity registered in England (No. 294344) and in Scotland (No. SC038885).

A non-profit making company limited by guarantee.

Registered in England No. 1982873.

Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.

<http://www.woodlandtrust.org.uk>

Sharon Phipps

From: Jimmy Hyslop
Sent: 23 June 2020 17:39
To: Graeme Taylor
Subject: RE: Eisd Brachaidh Estate

Hi Graham,
Proposing to reply
"I have passed on your concerns to the relevant local staff with whom you have been in contact already,"

Jimmy
[REDACTED]

From: [REDACTED] <info@inverpolly.com>
Sent: 23 June 2020 15:39
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: RE: Eisd Brachaidh Estate

Hi Jimmy

Thank you for that.

I am surprised there has been no requirement for the applicants to consult with those that will be effected directly or indirectly by this controversial fencing plan.

We, as agricultural tenants, only heard last week.

The local Deer Management Group has heard nothing despite collaborative deer management being government policy.

The 5 miles of fence and loch mean the Community of Inverkirkaig will be flooded with deer in the winter that would normally have been spread through Eisd Brachaidh and Inverpolly.

I hope there is a requirement for funding a helicopter to put out any wild fires. The one a few years ago burnt 30 years of regeneration.

I would welcome your thoughts.

Yours
[REDACTED]

From: Jimmy Hyslop [<mailto:Jimmy.Hyslop@nature.scot>]
Sent: 23 June 2020 14:44
To: info@inverpolly.com
Subject: RE: Eisd Brachaidh Estate

Hi [REDACTED]
Woodland Trust Scotland has been successful in its application to our Biodiversity Challenge Fund for this project,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers.

If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot.

Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: [REDACTED] <info@inverpolly.com>

Sent: 22 June 2020 20:49

To: BCF <BCF@nature.scot>

Subject: Eisg Brachaidh Estate

Dear Sir/Madam

I am the Agricultural Tenant on Eisg Brachaidh Estate.

I have heard the entire Estate is to be deer fenced and I was wondering if you are providing the funding.

The application may have come from CALL(Coigach Assynt Living Landscape) with the help of the Woodland Trust.

This would be in the latest round of funding as I don't think the contract has been signed yet.

Apologies if this is nothing to do with you.

Thank You

[REDACTED]

Sharon Phipps

From: Jimmy Hyslop
Sent: 24 June 2020 15:53
To: [REDACTED]
Subject: RE: Eisg Brachaidh Estate

Hi [REDACTED]
I have passed on your concerns to the relevant local staff with whom you have been in contact already,

Jimmy

From: [REDACTED] <info@inverpolly.com>
Sent: 23 June 2020 15:39
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: RE: Eisg Brachaidh Estate

Hi Jimmy

Thank you for that.

I am surprised there has been no requirement for the applicants to consult with those that will be effected directly or indirectly by this controversial fencing plan.

We, as agricultural tenants, only heard last week.

The local Deer Management Group has heard nothing despite collaborative deer management being government policy.

The 5 miles of fence and loch mean the Community of Inverkirkaig will be flooded with deer in the winter that would normally have been spread through Eisg Brachaidh and Inverpolly.

I hope there is a requirement for funding a helicopter to put out any wild fires. The one a few years ago burnt 30 years of regeneration.

I would welcome your thoughts.

Yours

[REDACTED]

From: Jimmy Hyslop [<mailto:Jimmy.Hyslop@nature.scot>]
Sent: 23 June 2020 14:44
To: info@inverpolly.com
Subject: RE: Eisg Brachaidh Estate

Hi [REDACTED],
Woodland Trust Scotland has been successful in its application to our Biodiversity Challenge Fund for this project,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – *Connecting People and Nature in Scotland* – [@nature_scot](https://twitter.com/nature_scot)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers.

If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot.

Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: [REDACTED] <info@inverpolly.com>

Sent: 22 June 2020 20:49

To: BCF <BCF@nature.scot>

Subject: Eisg Brachaidh Estate

Dear Sir/Madam

I am the Agricultural Tenant on Eisg Brachaidh Estate.

I have heard the entire Estate is to be deer fenced and I was wondering if you are providing the funding.

The application may have come from CALL(Coigach Assynt Living Landscape) with the help of the Woodland Trust.

This would be in the latest round of funding as I don't think the contract has been signed yet.

Apologies if this is nothing to do with you.

Thank You

[REDACTED]



Biodiversity Challenge Fund (BCF) – Landowner Declaration

Organisation ...*The Woodland Trust*.....

Project Title ...*Eisg Brachaidh Ecological Restoration Project*

Landowner Declaration

X *GRAFFHAM COURT ESTATES LTD* (Name in block capitals)

of [REDACTED]

..... (Address in block capitals)

give my permission for the works taking place on my land at

Eisg Brachaidh (Site name)

NC 100170 (OS Grid Ref)

and for any subsequent maintenance to take place for a period of 10 years

The site is to be maintained in the condition created with Biodiversity Challenge Fund (BCF) funds, to enable the longer term benefits to be realised.

Any maintenance to BCF funded works (for example repairs to fencing, management of new hedgerows) will be at no further cost to SNH.

I undertake not to change the use of the land for that period of time.

In the event that I sell the land within the 10 years' period I undertake to include these obligations within the sale contract.

[REDACTED SIGNATURE]

GRAFFHAM COURT ESTATES LTD

Date: *24/06/20*

Sharon Phipps

From: [REDACTED] <info@inverpolly.com>
Sent: 24 June 2020 11:50
To: Tamara Lawton
Subject: Eisg Brachaidh

Hi Tamara

[REDACTED] has told me of the plan to fence the whole of EB and that they are about to sign a contract.

I have emailed Sinclair as I thought it would be his area but no reply.

Perhaps you know what is going on?

I had thought we had agreed a way forward with [REDACTED] to fence off various areas so was extremely surprised to have this come out of nowhere.

I have found out the grant is from the SNH BCF.

I am surprised there has been no local consultation with the DMG and neighbours such as the residents of Inverkirkaig.

Anything you can tell us would be good.

Time is of the essence.

Thank you

Regards

[REDACTED]

Sharon Phipps

From: Jimmy Hyslop
Sent: 25 June 2020 10:29
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Eisg Brachaidh

Hi [REDACTED]
Chaffin' awa' here. Thanks for the update.

It would be best to liaise with the local SNH staff regarding the communications plan as they are more Aware of the issues.

Jimmy

From: [REDACTED]@coigach-assynt.org>
Sent: 25 June 2020 10:18
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>; [REDACTED]@woodlandtrust.org.uk>
Cc: [REDACTED]@woodlandtrust.org.uk>
Subject: Eisg Brachaidh

Hi Jimmy,

I hope that you are well and coping in the current circumstances.

Yesterday I received a format for a communications plan and I have been filling it in. I am consulting with a few others and hope to have a first draft to you later today or first thing tomorrow morning. There are a couple of people that I would like input from, but they aren't due back off furlough until 1st July next week.

In the meantime, as you know, the tenant is aware of the project being funded and ready to go. [REDACTED] Eisg Brachaidh along with their CKD Galbraith land agent have been in talks with him about the project. [REDACTED] is trying to organise a sub-group meeting for the deer, but we decided yesterday to prepare a document including a map to send around the group by email for comment as its proving difficult to find a time for everyone to attend a meeting. One of the WT Communications Managers – [REDACTED] is also helping with the communications plan.

The landlords declaration has to be signed by the trustees and was meant to be with me yesterday afternoon, but I've chased it and [REDACTED] will hopefully be able to pass it onto you today. I am out for a few hours now, but will pick up when I get back mid-pm.

Kind Regards,

[REDACTED]
This email has been sent from The Scottish Wildlife Trust. The content of this email (including any attachments) is strictly confidential. If you are not the intended recipient, please advise the sender immediately, delete this email and destroy any copies. We do not accept liability for any loss or damage which may result from this email or any file attached.

The Scottish Wildlife Trust is a Scottish charity limited by guarantee (Charity number SC005792, Company number SC0402470). Registered office: Harbourside House, 110 Commercial Street, Edinburgh EH6 6NF. Natural Capital Scotland is a trading subsidiary of Scottish Wildlife Trust (Company number SC424744).

Sharon Phipps

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 25 June 2020 16:56
To: Jimmy Hyslop
Cc: [REDACTED]
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi Jimmy,

Please find attached the signed landowner declaration form.

In answer to your query regarding the grant claims, I would suggest the following:

End Sept: £0 (we probably won't have been invoiced by that point)

End Dec: £25,000

End March: £173,340.67

I hope that's OK. I will be out of the office until Tuesday, so if you have any queries it may be best to contact [REDACTED] directly (copied in).

Kind regards

[REDACTED]

From: Jimmy Hyslop [mailto:Jimmy.Hyslop@nature.scot]
Sent: 23 June 2020 17:24
To: [REDACTED]
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

[REDACTED]

In the application form you specified that you would prefer quarterly claims - end of September, end of December and end of March. Roughly how much would you be expecting to claim at each juncture?

We have an approved budget for this and tomorrow I will prepare the various docs etc. so if I receive the landowner permission I can pass this up for authorisation which is required before I can send out the offer.

For info, I will be on leave next week.

The process has been followed so a single quote will be acceptable. Don't enter into a contract with anyone until you have accepted the funding offer.

Jimmy

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 23 June 2020 15:56
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi Jimmy,

Thankyou for letting us know that [REDACTED] has been in touch. [REDACTED] is currently in discussions with the landowner and is working on a comms strategy to help publicise the benefits of the scheme.

[REDACTED] has informed me that despite advertising the work on Public Contracts Scotland for 40 days and receiving initial interest from 10 parties, ultimately only 1 quote was submitted. [REDACTED] is currently working

out the details with the contract, at which point we will be able to confirm the final project cost. I hope this single quote will be acceptable?

I will also arrange for a landowner permission form to be sent to you asap.

Can I ask if we need to have finalised the comms strategy before SNH can release the contract? Some of our key staff who will be feeding into this are still on furlough until next week, and we are keen to get the ball rolling asap if possible.

Kind regards

From: Jimmy Hyslop [<mailto:Jimmy.Hyslop@nature.scot>]
Sent: 23 June 2020 14:25
To: [REDACTED]
Subject: FW: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi [REDACTED]
Just to make sure that everyone has the relevant information, please see below.

Also [REDACTED] Inverpolly Estate has just been in touch to ask whether SNH is funding the project to fence off Eisg Brachaig,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – *Connecting People and Nature in Scotland* – [@nature_scot](https://twitter.com/nature_scot)

SNH staff will be at home trying to work until further notice. Please use the usual email addresses to contact us. Our office phone numbers are diverted to our mobile or land line numbers. If you receive an auto-reply that a particular member of Grants staff is not working, due to illness or leave, please forward the email to grants@nature.scot. Please let us know if we should use any different contact details or methods to communicate with you during this time.

From: Jimmy Hyslop
Sent: 06 April 2020 16:10
To: [REDACTED]@woodlandtrust.org.uk' [REDACTED]@woodlandtrust.org.uk>
Cc: [REDACTED]@woodlandtrust.org.uk>; Tamara Lawton <Tamara.Lawton@nature.scot>
Subject: RE: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Hi again [REDACTED]
This looks like a very good project, long in the gestation.

The only bit we will not be contributing towards is the removal of the old fencing costed at £1,656 inc. VAT, as it did not contribute to the Fund's priorities.

Could you please arrange for the Landowner permission form <https://www.nature.scot/funding/biodiversity-challenge-fund-bcf/biodiversity-challenge-fund-how-apply> to be completed and returned to me? This is a pre-condition to making the funding offer.

There were a couple of related issues that the Panel was keen to highlight:

- While there are no Core Paths or rights of way affected by the proposed works, the Panel was keen that the proposals are explored with the Local Access Forum before the fencing goes ahead and this will be a condition of the grant offer.
- There is clearly potential for adverse publicity to fencing off 2,000ha. of Scottish countryside so we need a communications strategy in the lead up so that we can push the very considerable positive outcomes and the lack of other alternatives.

The timetable in the application means that there is some breathing space to consider these and the effects of Covid on the programme.

	Project Activity	Location/site(s)	Outputs	Who will implement	Expected Timescale
A	<i>Removal of old and defunct deer fences remaining from the small deer exclosures established in the 1960's</i>	<i>Eisg Brachaidh Estate (Grid Ref:)</i>	<i>Old fences removed to enable free access around the estate for people and mammals and stock</i>	<i>Contractor</i>	<i>June 2020-February 2021</i>
B	Repair and replacement of deer fences around the Estate perimeter (over 17km in length)	Eisg Brachaidh Estate (Grid Ref:)	New fence erected to protect the estate from deer grazing pressures	Contractor	June 2020-February 2021
C	Deer control within the fenced area	Eisg Brachaidh Estate (Grid Ref:)	All deer within fence removed down to a level of 1 deer per sq km	Contractors and Estate Keeper	October 2020-February 2021
D	Enrichment planting to aid natural regeneration	Eisg Brachaidh Estate (Grid Ref:)	Native species planted to kick-start natural regeneration process	CALLP project staff	January 2021-March 2021

Let me know when you've had the opportunity to catch up with all of this,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
 Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From: BCF

Sent: 06 April 2020 07:52

To: [REDACTED]@woodlandtrust.org.uk' [REDACTED]@woodlandtrust.org.uk>

Cc: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>

Subject: 501341 Biodiversity Challenge Fund Round 2 (BCF2) - Decision

Dear [REDACTED]

Biodiversity Challenge Fund (BCF) – Round 2

Thank you for your application to the Biodiversity Challenge Fund. We received a range of applications which we considered to be of a very high standard. Your application has been assessed and has been reviewed by our decision making panel.

Your application for Eisg Brachaidh Biodiversity Restoration Project has been provisionally approved, however please be advised this may be for a lesser amount than you requested and may not include all of the activities outlined in your application.

We're aware the advice regarding the Coronavirus pandemic may have a significant impact on your plans to deliver certain activities in the coming year and therefore, before confirming any decisions, your Funding Officer Jimmy Hyslop will be in touch to discuss the impact on your plans for delivery in terms of funding, project activities and timescales. They will also discuss your contingency plans including how you plan to mitigate the risks associated with current uncertainties.

If you are no longer confident that you will be able to deliver the agreed activities and wish to withdraw your application, then please let your Funding Officer know as soon as possible and by end April. We understand that the current focus for many of us is on adapting to the current situation and the changes to our daily lives and if you need more time to consider your options, then you should discuss this with your Funding Officer.

Once you have confirmed how you plan to proceed, we will review any further information you've provided and we expect to be able to quickly confirm our decision on your application.

In the meantime, we would ask you not to communicate this provisional decision. When decisions have been confirmed we will email you to let you know the outcome and advise of next steps.

Kind regards

Central Funding Team

Scottish Natural Heritage | Battleby | Redgorton | Perth | PH1 3EW | t: 01738 458651
Dualchas Nàdair na h-Alba | Battleby | Ràth a' Ghoirtein | Peairt | PH1 3EW
nature.scot – Connecting People and Nature in Scotland - [@nature_scot](https://twitter.com/nature_scot)

From 1 May 2020, SNH will be rebranding and changing its name to NatureScot.

--

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager or the sender.

Please note that for business purposes, outgoing and incoming emails from and to SNH may be monitored.

Tha am post-dealain seo agus fiosrachadh sam bith na chois dìomhair agus airson an neach no buidheann ainmichte a-mhàin. Mas e gun d' fhuair sibh am post-dealain seo le mearachd, cuiribh fios dhan manaidsear-siostaim no neach-sgrìobhaidh.

Thoiribh an aire airson adhbharan gnothaich, 's dòcha gun tèid sùil a chumail air puist-dealain a' tighinn a-steach agus a' dol a-mach bho SNH.

Sharon Phipps

From: Jimmy Hyslop
Sent: 26 June 2020 10:55
To: [REDACTED]
Subject: 501341 - BCF2 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration - FUNDING OFFER
Attachments: 501341 - PROGRESS AND CLAIM TEMPLATE.obr

Hi [REDACTED]

Luckily I managed to catch the relevant person to authorise this before they went on holiday last night. I am happy to attach the funding offer for this project along with the Progress and Claim Form.

[REDACTED] if you have any questions about this,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]

I [REDACTED]
Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)



Scottish Natural Heritage
Dualchas Nàdair na h-Alba
nature.scot

YOUR SCOTTISH NATURAL HERITAGE GRANT OFFER

BIODIVERSITY CHALLENGE FUND

Project Reference :	501341		
Project Title:	Eisg Brachaidh Biodiversity Restoration Project		
Organisation:	Woodland Trust Scotland		
Project period:	Start date	01 July 2020	End date 31 March 2021
Grant Offer date:	26 June 2020		

Name and Address of Applicant

Woodland Trust Scotland
South Inch Business Centre
Shore Road
Perth
PH2 8BW

1. Your Grant Offer

Scottish Natural Heritage (SNH), in exercise of its powers under Section 9 of the Natural Heritage (Scotland) Act 1991, offers grant funding to **Woodland Trust Scotland** for the total value of **£198,340.67**

Funding is awarded per SNH financial year (1 April to 31 March) as follows:

2020/21	£198,340.67
---------	-------------

Coronavirus pandemic/COVID-19 - this Grant Offer is not an agreement with SNH that the planned activity is essential and able to be carried out in a safe manner. **Compliance with current Scottish Government and UK Government policy is the responsibility of the Applicant.** The Applicant must satisfy themselves that planned activity is compliant at all times.

2. Your project

This Grant Offer is based on your application submitted by [REDACTED] on the 3rd February 2020.

Scottish Natural Heritage, Caspian House, 2 Mariner Court, Clydebank Business Park, Clydebank G81 2NR Tel: 0131 314 6750 www.nature.scot

Dualchas Nàdair na h-Alba, Taigh Caspian, 2 Cùirt a' Mharaiche, Pàirc Gnothachais Bhruach Chluaidh, Bruach Chluaidh G81 2NR Fòn: 0131 314 6750 www.nature.scot

Purpose of Grant

To restore the health of 2,000ha of various habitats in SSSI/SAC on Eisd Brachaidh estate through reducing the deer grazing pressure and some supplementary planting. This involves erecting a 17.1km fence, installing a cattle grid and undertaking deer control.

3. Your Project costs

The table below shows the **maximum** grant we are offering per SNH financial year towards the costs of work. Only costs detailed in the table below can be claimed from us.

Funding awarded is **inclusive** of VAT. Our contribution to any irrecoverable VAT you have applied for is shown in the table below as a separate project cost.

Cost Description	Total Cash Cost (£)	SNH Funding 2020/21 (£)
Deer fencing (based on 17.1km @£17.50 per metre)	242,250.00	116,666.67
Cattle grid across public road	25,000.00	25,000.00
Enrichment planting (5,000 trees, fertiliser, labour and canes)	6,950.00	6,950.00
Deer control	16,666.67	16,666.67
Irrecoverable VAT	58,174.00	33,057.33
Total	349,040.67	198,340.67

If your final project costs are lower than expected when you applied, we will reduce our grant pro-rata.

4. Project Progress and Claim Schedule

Your schedule for claiming funds is detailed below. Payment will be made in arrears and claims will require to be supported by evidence of expenditure. Any specific evidence requirements will be outlined in the Special Conditions noted below.

Subject to approval, we will make payment to you within 30 working days of receiving a completed form.

Period covered by claim	Expected claim date	Expected Claim Value (£)
29 June - 31 December 2020	15 January 2021	£25,000.00
01 January – 31 March 2021	15 April 2020	£173,340.67

We reserve the right to withhold payment if you do not submit your Project Progress and Claim form(s) on time.

5. Evaluation and Reporting

Project achievement will be measured against the activities and expected outputs detailed in your application.

The following reporting measures relate to this Grant Offer:

Reporting	
1	<p>Project Progress & Claim</p> <p>A progress report should be submitted as part of each claim for payment, to include details of costs incurred and activities delivered during the reporting period. It should also include any publicity acknowledging SNH/BCF support for the project. A template will be provided by SNH.</p>
2	<p>End of Project Report</p> <p>An end of project report should be submitted with the final claim for payment or no later than 15 April 2021. This report is additional to standard progress reports as part of each claim and should include the following:</p> <ul style="list-style-type: none"> ▪ Before and after photographs showing the BCF funded works undertaken ▪ An updated map confirming location of works/activity ▪ A summary of overall project delivery, quantified as appropriate ▪ An assessment of the extent to which the project has met its aims and the intended outcomes can realistically be achieved ▪ Any significant challenges encountered and actions taken to address them ▪ Any additional or unintended benefits as a result of the project, to include any relating to working with project partners and landowners ▪ An outline of maintenance plans, including funding, for the 10 year compliance period ▪ An indication of any further works/new projects planned as a result of the BCF project ▪ How you have acknowledged BCF funding throughout your project. <p>The report should be produced electronically in a format that can be readily shared with others, including publication on our website.</p>

6. Funding Conditions

Your Funding is subject to our Standard Terms and Conditions which form part of your contract with us. These are attached in **Annex 1**.

In addition to Scottish Natural Heritage's Standard Terms and Conditions, the following Conditions apply:

Special Conditions	
1	<p>You must comply with the Guidance on how to acknowledge our support for your project that is available on our website.</p> <p>Please note – due to the current coronavirus pandemic we are asking applicants not to promote their fund awards for the time being. We will be back in touch with you to outline how we plan to announce the fund awards and your options for promoting your project in due course.</p>

2	All relevant permissions <u>must</u> be confirmed before work commences and are the responsibility of the applicant. This includes permissions relating to designated sites, felling licences and SEPA licences as required. You must provide evidence of permissions prior to starting your project, unless we have agreed otherwise.
3	<p>A compliance period of 10 years will be mandatory for all land management and site improvement works funded through the BCF. This requires that:</p> <ul style="list-style-type: none"> ▪ Where the landowner is not the applicant, the landowner gives permission for the works taking place; ▪ That the landowner also gives permission for any subsequent maintenance to take place, alongside a commitment not to change the use of the land. In the event of selling land, the obligations contained within this Grant Offer must form part of the sale contract; ▪ The site is maintained in the condition created with BCF funds to enable the longer term benefits to be realised. Any maintenance to BCF funded works (for example repairs to fencing, management of new hedgerows) will be at no further cost to SNH. <p>You are responsible for ensuring landowner permissions are in place to allow them to fulfil their contractual maintenance obligations. Standard wording for landowner permissions is provided in our Landowner Permission form.</p> <p>The landowner agreement form was received by SNH on 25 June 2020.</p>
4	All activity funded through BCF must be completed by 31 March 2021 . You must notify SNH immediately if your project experiences any issues that mean this timescale for completion will not be met.
5	BCF funding is awarded to support delivery of the activities detailed in Annex 3 . Any proposed changes to the activities must be discussed and agreed with SNH first.
6	All information submitted to SNH, including any spatial data, will be made freely available for reuse. The information will be used for SNH legitimate interests, which include, but are not limited to, informing the development of relevant strategies, policies and guidance. It may also be shared with research communities to support national research programmes on land use management to support biodiversity, and any other party SNH considers relevant. Personal information will be handled in accordance with the General Data Protection Regulation and any other relevant legislation. Please refer to our Funding Privacy Notice .
7	Due to size of the area to be enclosed the applicant must explore the proposals with the Local Access Forum before the fencing goes ahead.

7. Contract Period

Please note that the Terms and Conditions of your Grant Contract will apply for the duration of the Project and for **10** years from the date of your final payment of Grant. This is the Contract Period.

8. Acceptance of your Funding Offer

Please now sign a copy of this Funding Offer and return it either as a scanned document to

jimmy.hyslop@nature.scot .

You must complete the Funding Offer Acceptance section below and send the signed copy of this Funding Offer to us within 30 days of the Funding Offer date. You must be the applicant or have the relevant authority to accept this Funding Offer for and on behalf of the applicant. If you do not accept our Funding Offer within 30 days, we reserve the right to withdraw or reduce our Offer to you.

Signed *Jimmy Hyslop* for and on behalf of SNH

Jimmy Hyslop
Funding Officer

FUNDING ACCEPTANCE

I..... (Name in block capitals) accept this Funding Offer from Scottish Natural Heritage and agree to the Standard Terms and Conditions on behalf of **Woodland Trust Scotland**.

Signature:

Date:

Annex 1

SCOTTISH NATURAL HERITAGE - STANDARD TERMS AND CONDITIONS OF GRANT

These Terms and Conditions shall apply to the Grant offered by us to you and are incorporated into the Grant Contract. These Terms and Conditions shall prevail over any terms or conditions and may be varied only with our Written agreement.

Definitions

- 'we', 'us', 'our' – Scottish Natural Heritage
- 'you', 'your' – the individual or organisation(s) awarded the Grant as set out in our Grant Offer
- Approved Activities – the agreed project activities to be completed as part of the Project as detailed in the Grant Offer.
- Contract Period – the period of time specified under 'Contract Period' in the Grant Offer. This includes any maintenance or monitoring period following completion of the actual grant project.
- Grant - the grant award offered to you by us in the Grant Offer
- Grant Contract - the Grant Offer together with these Terms and Conditions and the requirements referred to in the Grant Offer, these Terms and Conditions, and the Guidance
- Grant Offer – the formal letter offering our Grant to you
- Guidance – the documents we publish to guide you about our grants
- Project – the project set out in the grant proposals, adjusted by any changes agreed in writing between you and us and/or any changes contained in the Grant Offer. The Project includes the purposes for which you applied for a grant and how you intend carrying out those purposes
- Property – any assets such as buildings, land, equipment, vehicles, documents or other assets such as intellectual property rights that you buy, create, restore, conserve or otherwise fund with the Grant
- Writing and Written shall incorporate the use of Electronic Forms of writing

1. Use of Grant for specified purposes

You must only use the Grant for the Project. Any change to the Project must be approved by us in writing and in advance.

2. Starting the Project

You must not start or make any changes to the Project prior to us advising you we have received your acceptance of our Grant Offer. Any work started or goods/ equipment purchased prior to this will not be eligible for the Grant unless specifically agreed by us in writing.

3. Contract documents to be followed

You must comply with the Grant Contract throughout the Contract Period.

4. Permissions and consents

You must comply with all domestic and European legislation and regulations relevant to the Project and have all necessary consents and permissions in place before work commences. Evidence of compliance and consents must be supplied to us if requested.

5. Buying goods and services

If the Project involves buying goods or services or undertaking works, you must secure good value for money with the Grant.

To help achieve this you must get competitive quotes and tenders for all goods, works and services in accordance with the contract thresholds outlined in **Annex 2** below. Contract thresholds reflect the value of the contract, not the total Project value or SNH grant value.

If you intend to contract on a different basis from the thresholds outlined in **Annex 2**, you must get our prior approval, in writing.

If you are a public body you should follow your own purchasing procedures to ensure public accountability.

You must put formal contracts in place with contractors, suppliers and professional advisers before you start the respective element of the Project. The terms of these should be proportionate to the standards required of the Project. Employers or clients should be appropriately experienced to carry out the work required of them.

If the Project involves a new post(s) you must advertise this and conduct a formal recruitment process.

6. Standard and sustainability of project

You must carry out the Project in line with relevant best practice and to an appropriate standard for its purpose.

In addition, you should take all reasonable steps to optimise opportunities for sustainable procurement and building sustainability into your activities.

7. Overspend and underspend

The Grant is the total amount of funds we will provide and will not be increased if your costs increase or for any other reason.

If you complete the Project without spending the full amount of Grant, we will recalculate the amount of Grant to be paid to reflect the underspend. If you receive payment in advance and complete the Project without spending the full amount of the Grant you must pay back the proportion of Grant that reflects the underspend.

We will not allow any underspend to be carried forward into a new financial year. Any underspend at the end of a financial year will be retained by SNH. It will not be carried forward to any future years of the Grant, where these exist. Notwithstanding the foregoing, we may consider carrying forward underspend in exceptional circumstances where SNH considers it is in the public interest. This must be formally agreed in writing.

You must inform us of any change to your VAT status and/or to the level of VAT you need to pay in respect of the project. If your VAT payment decreases, we will reduce our contribution to those costs and you will have to pay back any amounts of VAT you have managed to claim back. If your VAT payments increase we will not increase our grant payment. In exceptional cases we may consider assisting with increased VAT costs where SNH considers it is in the public interest. This must be formally agreed in writing.

8. Evidence of satisfactory delivery

We will only pay the Grant once you have provided evidence of satisfactory delivery of the Approved Activities detailed in the Grant Offer, unless the Grant Offer specifies payment on a different basis.

9. Ongoing conditions

We will pay you the Grant or any instalment of it in line with the Grant Contract, provided we are satisfied you are delivering (and will continue to deliver) the Project as outlined in your Grant Application and the Grant Contract.

This includes delivering the requirements of any maintenance or monitoring period when the grant Project has been completed.

10. Maintenance and restoration

Where the Grant relates to Property you must maintain the Property in good repair and condition for the duration of the Contract Period. This includes keeping it physically secure in an appropriate environment. You must also keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.

11. Sale and transfer of goods and services

You must continue to own any Property and maintain responsibility for what happens to it for the duration of the Contract Period.

You must not sell, let or otherwise dispose of the Property or any part of it or any interest in it during the Contract Period without our written approval in advance. Our approval may include new conditions.

If you do sell, let or otherwise dispose of the Property with our approval you will repay us immediately the Grant, or such part of it as we decide. The amount to be paid will reduce by equal proportions over the whole of the Contract Period so that by the end of that period the liability for repayment would be nil. We will tell you how much we expect you to repay when agreeing to any sale or transfer.

If you sell or otherwise dispose of the Property or any part of it **without** our approval we will consider this to be in breach of the Grant Contract. If this is the case then Clause 18 will apply.

12. Period of Grant

The terms and conditions applying to the Grant will apply for the Contract Period specified in the Grant Offer.

13. Insurance

You must insure the Property for its full reinstatement value including inflation and professional fees during the Contract Period unless we specifically agree otherwise. If the Property is lost or damaged, for example by fire, lightning, storm or flood, you may find that you cannot meet the approved Activities of your Project. In this instance we may have to consider claiming back our payments made in accordance with the Grant.

You must take out insurance for the works (if any) and for any unfixed materials and goods delivered to the property. All of these must be covered for their full value against loss or damage.

You must tell us, in writing, within five working days about any significant loss or damage to the Property or as soon as you are aware.

If we have agreed in writing that you can self-insure, you do not need to take out insurance in respect of the Property.

14. Other Project funding

Our Grant is made on the basis that other funding for the Project (financial contributions from other parties, your financial contribution) will be in accordance with the financial information provided in your Grant Application. We will be entitled to ask for confirmation of such funding.

If such funding is varied or withdrawn you will inform us without delay. If match funding is not secured we reserve the right to review the level of our support, should changes to the Project need to be made. We also reserve the right to vary or withdraw our Grant although we will only do this after discussing the situation with you.

15. Acknowledgement of Grant

You must acknowledge the Grant publicly in line with the requirements in our grant acknowledgement Guidance. Payment of Grant may be withheld if you fail to comply with these requirements or fail to provide satisfactory evidence that you have done so if requested by us.

If requested, you must provide us with photographs or transparencies or high resolution digital images, including video images of your Project. All images should be in electronic format. You must also meet any other acknowledgement or publicity requirements we may tell you about from time to time.

You give us the right to use the photographs, transparencies or digital images, including video images you provide to us. You must get any permission, including copyright, you need for you and us to use these images, including the consent of any persons appearing in them where applicable, before you send them to us or before you use them.

We may publicise the Grant in whatever way we think fit.

16. Right to inspect

You must allow reasonable access to any person authorised to inspect the Project for the purpose of ensuring that the Terms of Grant are being complied with.

17. Financial Information & Records

You must keep sufficient financial information and records relating to the Project, in accordance with our financial information and records Guidance. Records should be kept for the Contract Period.

For the duration of the Contract Period, SNH and the Auditor General of Scotland may require an examination of your financial information, documents and records and you must permit access to these upon request.

You must give us any financial (e.g. receipted invoices, payslips, time sheets) or other information we may request from time to time relating to the Project or the Grant.

We have the right, as funders, to require you to improve your financial information and record keeping – or such other requirements as we may specify - if we consider it necessary to do so to meet accepted standards for the management and reporting (including audit) on the use of public funds.

18. Repayment of Grant

We will stop paying the Grant and you must repay us any Grant that we have already paid if:

- You fail to comply with the Grant Contract
- Any information given to us by, or on behalf of you, in connection with the Grant, is found to be incorrect, misleading or fraudulent, whether this is provided before or after the Grant has been paid
- You do not use the Grant for the Project or change the Project without getting our prior written permission
- You change your legal status, close down, are declared bankrupt or go into receivership or liquidation
- You are negligent or fraudulent in relation to your dealings with us over the Grant
- You knowingly withhold information that is relevant to the Grant

We may exercise any of our rights under the Grant Contract at any time, even if we do not do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under the Grant Contract.

19. Transfer of Grant

The Grant is personal to you and you may not assign the Grant or any rights or obligations under the Grant Contract without our agreement in writing.

If, due to future organisational restructuring, we notify you that SNH's grant giving powers are altered we reserve the right to transfer the Grant to another body for funding in place of the SNH grant scheme. In the event of this situation arising, your Grant Contract with us will transfer to such a body when you are accepted into the other grant scheme.

20. Use of Property for security

You must not use the Property as security for a loan or other commitment without our prior approval.

21. Indemnity provision

You will indemnify us against all action, claims, demands, costs, expenses and losses incurred by or made against us which arise out of or in connection with the payment of the Grant or any services or Property created or provided using the Grant.

22. Grant correspondence

Any notice, request or document we send to each other concerning the Grant must be delivered to the addresses in the Grant Offer or such other address as we might agree with you.

Annex 2 - Procurement requirements

One of the Conditions of receiving funding from us is that you must secure good value for money if your Project involves buying goods or services or undertaking works.

This is outlined in our Standard Terms and Conditions of funding - paragraph 5 above – Buying goods and services.

Procurement purchasing thresholds

All Applicants should demonstrate good procurement practice by inviting open and fair competitive quotes, emails are acceptable, and tenders as outlined below*:

*Public Bodies should follow their own purchasing procedures to ensure public accountability. Please have these available, as we may ask to see them.

Purchasing threshold - including any VAT that may be payable	Requirement
£1,000 & below	x 1 Quote – to ensure value for money
£1,000 to £25,000	x 3 Quotes – a minimum of 3 suppliers to be invited to quote Justification required if single tender Justification required if Other Than Lowest Quote
£25,000 to £50,000	x 5 Quotes - a minimum of 5 suppliers to be invited to quote Justification required if 5 suppliers not invited to quote Justification required if Other Than Lowest Quote
£50,000 and above	- advertise and full procurement tendering exercise Where an Applicant plans to do the restoration work on their own land, personally or through their business operations, we will require additional evidence to ensure fair and open competition and value for money. Please email BCF@nature.scot for more information.

If you intend to contract on a different basis from the thresholds above, you must get our prior approval in writing.

You will need to keep appropriate financial information and records to support purchasing decisions.

Applicants must not enter into a formal contract with a supplier prior to receiving and accepting a formal offer of funding from us.

Annex 3 – BCF Supported Activity

	Project Activity	Location/site(s)	Outputs
A	Repair and replacement of deer fences around the Estate perimeter	Eisg Brachaidh eEstate	17.1km new fence erected to protect the estate from deer grazing pressures
B	Cattle grid across public road		One cattle grid to prevent deer ingress along road
C	Deer control within the fenced area	Eisg Brachaidh Estate	All deer within fence removed down to a level of 1 deer per sq km
D	Enrichment planting to aid natural regeneration	Various areas within the newly fenced area on Eisg Brachaidh Estate	5,000 native trees planted

Sharon Phipps

From: Jimmy Hyslop
Sent: 26 June 2020 14:11
To: [REDACTED]
Subject: 501341 - Funding Offer - REVISED

Hi [REDACTED]

There was a small typo on the figures in the first page of the previous Funding Offer, which I have rectified in this version,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
| mob: [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
[nature.scot](#) – *Connecting People and Nature in Scotland* – [@nature_scot](#)



Scottish Natural Heritage
Dualchas Nàdair na h-Alba
nature.scot

YOUR SCOTTISH NATURAL HERITAGE GRANT OFFER

BIODIVERSITY CHALLENGE FUND

Project Reference :	501341		
Project Title:	Eisg Brachaidh Biodiversity Restoration Project		
Organisation:	Woodland Trust Scotland		
Project period:	Start date	01 July 2020	End date 31 March 2021
Grant Offer date:	26 June 2020		

Name and Address of Applicant

██████████
Woodland Trust Scotland
South Inch Business Centre
Shore Road
Perth
PH2 8BW

1. Your Grant Offer

Scottish Natural Heritage (SNH), in exercise of its powers under Section 9 of the Natural Heritage (Scotland) Act 1991, offers grant funding to **Woodland Trust Scotland** for the total value of **£198,349.67**

Funding is awarded per SNH financial year (1 April to 31 March) as follows:

2020/21	£198,340.67
---------	-------------

Coronavirus pandemic/COVID-19 - this Grant Offer is not an agreement with SNH that the planned activity is essential and able to be carried out in a safe manner. **Compliance with current Scottish Government and UK Government policy is the responsibility of the Applicant.** The Applicant must satisfy themselves that planned activity is compliant at all times.

2. Your project

This Grant Offer is based on your application submitted by ██████████ on the 3rd February 2020.

Scottish Natural Heritage, Caspian House, 2 Mariner Court, Clydebank Business Park, Clydebank G81 2NR Tel: 0131 314 6750 www.nature.scot

Dualchas Nàdair na h-Alba, Taigh Caspian, 2 Cùirt a' Mharaiche, Pàirc Gnothachais Bhruach Chluaidh, Bruach Chluaidh G81 2NR Fòn: 0131 314 6750 www.nature.scot

Purpose of Grant

To restore the health of 2,000ha of various habitats in SSSI/SAC on Eisd Brachaidh estate through reducing the deer grazing pressure and some supplementary planting. This involves erecting a 17.1km fence, installing a cattle grid and undertaking deer control.

3. Your Project costs

The table below shows the **maximum** grant we are offering per SNH financial year towards the costs of work. Only costs detailed in the table below can be claimed from us.

Funding awarded is **inclusive** of VAT. Our contribution to any irrecoverable VAT you have applied for is shown in the table below as a separate project cost.

Cost Description	Total Cash Cost (£)	SNH Funding 2020/21 (£)
Deer fencing (based on 17.1km @£17.50 per metre)	242,250.00	116,666.67
Cattle grid across public road	25,000.00	25,000.00
Enrichment planting (5,000 trees, fertiliser, labour and canes)	6,950.00	6,950.00
Deer control	16,666.67	16,666.67
Irrecoverable VAT	58,174.00	33,057.33
Total	349,040.67	198,340.67

If your final project costs are lower than expected when you applied, we will reduce our grant pro-rata.

4. Project Progress and Claim Schedule

Your schedule for claiming funds is detailed below. Payment will be made in arrears and claims will require to be supported by evidence of expenditure. Any specific evidence requirements will be outlined in the Special Conditions noted below.

Subject to approval, we will make payment to you within 30 working days of receiving a completed form.

Period covered by claim	Expected claim date	Expected Claim Value (£)
29 June - 31 December 2020	15 January 2021	£25,000.00
01 January – 31 March 2021	15 April 2020	£173,340.67

We reserve the right to withhold payment if you do not submit your Project Progress and Claim form(s) on time.

5. Evaluation and Reporting

Project achievement will be measured against the activities and expected outputs detailed in your application.

The following reporting measures relate to this Grant Offer:

Reporting	
1	<p>Project Progress & Claim</p> <p>A progress report should be submitted as part of each claim for payment, to include details of costs incurred and activities delivered during the reporting period. It should also include any publicity acknowledging SNH/BCF support for the project. A template will be provided by SNH.</p>
2	<p>End of Project Report</p> <p>An end of project report should be submitted with the final claim for payment or no later than 15 April 2021. This report is additional to standard progress reports as part of each claim and should include the following:</p> <ul style="list-style-type: none"> ▪ Before and after photographs showing the BCF funded works undertaken ▪ An updated map confirming location of works/activity ▪ A summary of overall project delivery, quantified as appropriate ▪ An assessment of the extent to which the project has met its aims and the intended outcomes can realistically be achieved ▪ Any significant challenges encountered and actions taken to address them ▪ Any additional or unintended benefits as a result of the project, to include any relating to working with project partners and landowners ▪ An outline of maintenance plans, including funding, for the 10 year compliance period ▪ An indication of any further works/new projects planned as a result of the BCF project ▪ How you have acknowledged BCF funding throughout your project. <p>The report should be produced electronically in a format that can be readily shared with others, including publication on our website.</p>

6. Funding Conditions

Your Funding is subject to our Standard Terms and Conditions which form part of your contract with us. These are attached in **Annex 1**.

In addition to Scottish Natural Heritage's Standard Terms and Conditions, the following Conditions apply:

Special Conditions	
1	<p>You must comply with the Guidance on how to acknowledge our support for your project that is available on our website.</p> <p>Please note – due to the current coronavirus pandemic we are asking applicants not to promote their fund awards for the time being. We will be back in touch with you to outline how we plan to announce the fund awards and your options for promoting your project in due course.</p>

2	All relevant permissions <u>must</u> be confirmed before work commences and are the responsibility of the applicant. This includes permissions relating to designated sites, felling licences and SEPA licences as required. You must provide evidence of permissions prior to starting your project, unless we have agreed otherwise.
3	<p>A compliance period of 10 years will be mandatory for all land management and site improvement works funded through the BCF. This requires that:</p> <ul style="list-style-type: none"> ▪ Where the landowner is not the applicant, the landowner gives permission for the works taking place; ▪ That the landowner also gives permission for any subsequent maintenance to take place, alongside a commitment not to change the use of the land. In the event of selling land, the obligations contained within this Grant Offer must form part of the sale contract; ▪ The site is maintained in the condition created with BCF funds to enable the longer term benefits to be realised. Any maintenance to BCF funded works (for example repairs to fencing, management of new hedgerows) will be at no further cost to SNH. <p>You are responsible for ensuring landowner permissions are in place to allow them to fulfil their contractual maintenance obligations. Standard wording for landowner permissions is provided in our Landowner Permission form.</p> <p>The landowner agreement form was received by SNH on 25 June 2020.</p>
4	All activity funded through BCF must be completed by 31 March 2021 . You must notify SNH immediately if your project experiences any issues that mean this timescale for completion will not be met.
5	BCF funding is awarded to support delivery of the activities detailed in Annex 3 . Any proposed changes to the activities must be discussed and agreed with SNH first.
6	All information submitted to SNH, including any spatial data, will be made freely available for reuse. The information will be used for SNH legitimate interests, which include, but are not limited to, informing the development of relevant strategies, policies and guidance. It may also be shared with research communities to support national research programmes on land use management to support biodiversity, and any other party SNH considers relevant. Personal information will be handled in accordance with the General Data Protection Regulation and any other relevant legislation. Please refer to our Funding Privacy Notice .
7	Due to size of the area to be enclosed the applicant must explore the proposals with the Local Access Forum before the fencing goes ahead.

7. Contract Period

Please note that the Terms and Conditions of your Grant Contract will apply for the duration of the Project and for **10** years from the date of your final payment of Grant. This is the Contract Period.

8. Acceptance of your Funding Offer

Please now sign a copy of this Funding Offer and return it either as a scanned document to

jimmy.hyslop@nature.scot .

You must complete the Funding Offer Acceptance section below and send the signed copy of this Funding Offer to us within 30 days of the Funding Offer date. You must be the applicant or have the relevant authority to accept this Funding Offer for and on behalf of the applicant. If you do not accept our Funding Offer within 30 days, we reserve the right to withdraw or reduce our Offer to you.

Signed *Jimmy Hyslop* for and on behalf of SNH

Jimmy Hyslop
Funding Officer

FUNDING ACCEPTANCE

I..... (Name in block capitals) accept this Funding Offer from Scottish Natural Heritage and agree to the Standard Terms and Conditions on behalf of **Woodland Trust Scotland**.

Signature:

Date:

Annex 1

SCOTTISH NATURAL HERITAGE - STANDARD TERMS AND CONDITIONS OF GRANT

These Terms and Conditions shall apply to the Grant offered by us to you and are incorporated into the Grant Contract. These Terms and Conditions shall prevail over any terms or conditions and may be varied only with our Written agreement.

Definitions

- 'we', 'us', 'our' – Scottish Natural Heritage
- 'you', 'your' – the individual or organisation(s) awarded the Grant as set out in our Grant Offer
- Approved Activities – the agreed project activities to be completed as part of the Project as detailed in the Grant Offer.
- Contract Period – the period of time specified under 'Contract Period' in the Grant Offer. This includes any maintenance or monitoring period following completion of the actual grant project.
- Grant - the grant award offered to you by us in the Grant Offer
- Grant Contract - the Grant Offer together with these Terms and Conditions and the requirements referred to in the Grant Offer, these Terms and Conditions, and the Guidance
- Grant Offer – the formal letter offering our Grant to you
- Guidance – the documents we publish to guide you about our grants
- Project – the project set out in the grant proposals, adjusted by any changes agreed in writing between you and us and/or any changes contained in the Grant Offer. The Project includes the purposes for which you applied for a grant and how you intend carrying out those purposes
- Property – any assets such as buildings, land, equipment, vehicles, documents or other assets such as intellectual property rights that you buy, create, restore, conserve or otherwise fund with the Grant
- Writing and Written shall incorporate the use of Electronic Forms of writing

1. Use of Grant for specified purposes

You must only use the Grant for the Project. Any change to the Project must be approved by us in writing and in advance.

2. Starting the Project

You must not start or make any changes to the Project prior to us advising you we have received your acceptance of our Grant Offer. Any work started or goods/ equipment purchased prior to this will not be eligible for the Grant unless specifically agreed by us in writing.

3. Contract documents to be followed

You must comply with the Grant Contract throughout the Contract Period.

4. Permissions and consents

You must comply with all domestic and European legislation and regulations relevant to the Project and have all necessary consents and permissions in place before work commences. Evidence of compliance and consents must be supplied to us if requested.

5. Buying goods and services

If the Project involves buying goods or services or undertaking works, you must secure good value for money with the Grant.

To help achieve this you must get competitive quotes and tenders for all goods, works and services in accordance with the contract thresholds outlined in **Annex 2** below. Contract thresholds reflect the value of the contract, not the total Project value or SNH grant value.

If you intend to contract on a different basis from the thresholds outlined in **Annex 2**, you must get our prior approval, in writing.

If you are a public body you should follow your own purchasing procedures to ensure public accountability.

You must put formal contracts in place with contractors, suppliers and professional advisers before you start the respective element of the Project. The terms of these should be proportionate to the standards required of the Project. Employers or clients should be appropriately experienced to carry out the work required of them.

If the Project involves a new post(s) you must advertise this and conduct a formal recruitment process.

6. Standard and sustainability of project

You must carry out the Project in line with relevant best practice and to an appropriate standard for its purpose.

In addition, you should take all reasonable steps to optimise opportunities for sustainable procurement and building sustainability into your activities.

7. Overspend and underspend

The Grant is the total amount of funds we will provide and will not be increased if your costs increase or for any other reason.

If you complete the Project without spending the full amount of Grant, we will recalculate the amount of Grant to be paid to reflect the underspend. If you receive payment in advance and complete the Project without spending the full amount of the Grant you must pay back the proportion of Grant that reflects the underspend.

We will not allow any underspend to be carried forward into a new financial year. Any underspend at the end of a financial year will be retained by SNH. It will not be carried forward to any future years of the Grant, where these exist. Notwithstanding the foregoing, we may consider carrying forward underspend in exceptional circumstances where SNH considers it is in the public interest. This must be formally agreed in writing.

You must inform us of any change to your VAT status and/or to the level of VAT you need to pay in respect of the project. If your VAT payment decreases, we will reduce our contribution to those costs and you will have to pay back any amounts of VAT you have managed to claim back. If your VAT payments increase we will not increase our grant payment. In exceptional cases we may consider assisting with increased VAT costs where SNH considers it is in the public interest. This must be formally agreed in writing.

8. Evidence of satisfactory delivery

We will only pay the Grant once you have provided evidence of satisfactory delivery of the Approved Activities detailed in the Grant Offer, unless the Grant Offer specifies payment on a different basis.

9. Ongoing conditions

We will pay you the Grant or any instalment of it in line with the Grant Contract, provided we are satisfied you are delivering (and will continue to deliver) the Project as outlined in your Grant Application and the Grant Contract.

This includes delivering the requirements of any maintenance or monitoring period when the grant Project has been completed.

10. Maintenance and restoration

Where the Grant relates to Property you must maintain the Property in good repair and condition for the duration of the Contract Period. This includes keeping it physically secure in an appropriate environment. You must also keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.

11. Sale and transfer of goods and services

You must continue to own any Property and maintain responsibility for what happens to it for the duration of the Contract Period.

You must not sell, let or otherwise dispose of the Property or any part of it or any interest in it during the Contract Period without our written approval in advance. Our approval may include new conditions.

If you do sell, let or otherwise dispose of the Property with our approval you will repay us immediately the Grant, or such part of it as we decide. The amount to be paid will reduce by equal proportions over the whole of the Contract Period so that by the end of that period the liability for repayment would be nil. We will tell you how much we expect you to repay when agreeing to any sale or transfer.

If you sell or otherwise dispose of the Property or any part of it **without** our approval we will consider this to be in breach of the Grant Contract. If this is the case then Clause 18 will apply.

12. Period of Grant

The terms and conditions applying to the Grant will apply for the Contract Period specified in the Grant Offer.

13. Insurance

You must insure the Property for its full reinstatement value including inflation and professional fees during the Contract Period unless we specifically agree otherwise. If the Property is lost or damaged, for example by fire, lightning, storm or flood, you may find that you cannot meet the approved Activities of your Project. In this instance we may have to consider claiming back our payments made in accordance with the Grant.

You must take out insurance for the works (if any) and for any unfixed materials and goods delivered to the property. All of these must be covered for their full value against loss or damage.

You must tell us, in writing, within five working days about any significant loss or damage to the Property or as soon as you are aware.

If we have agreed in writing that you can self-insure, you do not need to take out insurance in respect of the Property.

14. Other Project funding

Our Grant is made on the basis that other funding for the Project (financial contributions from other parties, your financial contribution) will be in accordance with the financial information provided in your Grant Application. We will be entitled to ask for confirmation of such funding.

If such funding is varied or withdrawn you will inform us without delay. If match funding is not secured we reserve the right to review the level of our support, should changes to the Project need to be made. We also reserve the right to vary or withdraw our Grant although we will only do this after discussing the situation with you.

15. Acknowledgement of Grant

You must acknowledge the Grant publicly in line with the requirements in our grant acknowledgement Guidance. Payment of Grant may be withheld if you fail to comply with these requirements or fail to provide satisfactory evidence that you have done so if requested by us.

If requested, you must provide us with photographs or transparencies or high resolution digital images, including video images of your Project. All images should be in electronic format. You must also meet any other acknowledgement or publicity requirements we may tell you about from time to time.

You give us the right to use the photographs, transparencies or digital images, including video images you provide to us. You must get any permission, including copyright, you need for you and us to use these images, including the consent of any persons appearing in them where applicable, before you send them to us or before you use them.

We may publicise the Grant in whatever way we think fit.

16. Right to inspect

You must allow reasonable access to any person authorised to inspect the Project for the purpose of ensuring that the Terms of Grant are being complied with.

17. Financial Information & Records

You must keep sufficient financial information and records relating to the Project, in accordance with our financial information and records Guidance. Records should be kept for the Contract Period.

For the duration of the Contract Period, SNH and the Auditor General of Scotland may require an examination of your financial information, documents and records and you must permit access to these upon request.

You must give us any financial (e.g. receipted invoices, payslips, time sheets) or other information we may request from time to time relating to the Project or the Grant.

We have the right, as funders, to require you to improve your financial information and record keeping – or such other requirements as we may specify - if we consider it necessary to do so to meet accepted standards for the management and reporting (including audit) on the use of public funds.

18. Repayment of Grant

We will stop paying the Grant and you must repay us any Grant that we have already paid if:

- You fail to comply with the Grant Contract
- Any information given to us by, or on behalf of you, in connection with the Grant, is found to be incorrect, misleading or fraudulent, whether this is provided before or after the Grant has been paid
- You do not use the Grant for the Project or change the Project without getting our prior written permission
- You change your legal status, close down, are declared bankrupt or go into receivership or liquidation
- You are negligent or fraudulent in relation to your dealings with us over the Grant
- You knowingly withhold information that is relevant to the Grant

We may exercise any of our rights under the Grant Contract at any time, even if we do not do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under the Grant Contract.

19. Transfer of Grant

The Grant is personal to you and you may not assign the Grant or any rights or obligations under the Grant Contract without our agreement in writing.

If, due to future organisational restructuring, we notify you that SNH's grant giving powers are altered we reserve the right to transfer the Grant to another body for funding in place of the SNH grant scheme. In the event of this situation arising, your Grant Contract with us will transfer to such a body when you are accepted into the other grant scheme.

20. Use of Property for security

You must not use the Property as security for a loan or other commitment without our prior approval.

21. Indemnity provision

You will indemnify us against all action, claims, demands, costs, expenses and losses incurred by or made against us which arise out of or in connection with the payment of the Grant or any services or Property created or provided using the Grant.

22. Grant correspondence

Any notice, request or document we send to each other concerning the Grant must be delivered to the addresses in the Grant Offer or such other address as we might agree with you.

Annex 2 - Procurement requirements

One of the Conditions of receiving funding from us is that you must secure good value for money if your Project involves buying goods or services or undertaking works.

This is outlined in our Standard Terms and Conditions of funding - paragraph 5 above – Buying goods and services.

Procurement purchasing thresholds

All Applicants should demonstrate good procurement practice by inviting open and fair competitive quotes, emails are acceptable, and tenders as outlined below*:

*Public Bodies should follow their own purchasing procedures to ensure public accountability. Please have these available, as we may ask to see them.

Purchasing threshold - including any VAT that may be payable	Requirement
£1,000 & below	x 1 Quote – to ensure value for money
£1,000 to £25,000	x 3 Quotes – a minimum of 3 suppliers to be invited to quote Justification required if single tender Justification required if Other Than Lowest Quote
£25,000 to £50,000	x 5 Quotes - a minimum of 5 suppliers to be invited to quote Justification required if 5 suppliers not invited to quote Justification required if Other Than Lowest Quote
£50,000 and above	- advertise and full procurement tendering exercise Where an Applicant plans to do the restoration work on their own land, personally or through their business operations, we will require additional evidence to ensure fair and open competition and value for money. Please email BCF@nature.scot for more information.

If you intend to contract on a different basis from the thresholds above, you must get our prior approval in writing.

You will need to keep appropriate financial information and records to support purchasing decisions.

Applicants must not enter into a formal contract with a supplier prior to receiving and accepting a formal offer of funding from us.

Annex 3 – BCF Supported Activity

	Project Activity	Location/site(s)	Outputs
A	Repair and replacement of deer fences around the Estate perimeter	Eisg Brachaidh eEstate	17.1km new fence erected to protect the estate from deer grazing pressures
B	Cattle grid across public road		One cattle grid to prevent deer ingress along road
C	Deer control within the fenced area	Eisg Brachaidh Estate	All deer within fence removed down to a level of 1 deer per sq km
D	Enrichment planting to aid natural regeneration	Various areas within the newly fenced area on Eisg Brachaidh Estate	5,000 native trees planted

Sharon Phipps

From: BCF
Sent: 06 July 2020 16:49
To: BCF
Subject: Biodiversity Challenge Fund second round – update on media announcement

Good afternoon

We're contacting you to advise we will be announcing the successful projects in the second round of the Biodiversity Challenge Fund to the media on Friday 10 July 2020. We will be issuing a media release and promoting the awards on social media.

If we have **not yet agreed a Funding Offer with you**, this email is for information only. Your project will simply be listed as a successful project pending a final decision. You should take no action at this time.

If we have **Offered you funding but you have not yet Accepted your offer**, please submit your Acceptance as soon as possible. Your project will be included in the list of grant awards. You should not proceed with publicity of your project until you have sent us your Acceptance.

If you have **Accepted your Funding Offer**, you are asked to read and follow the guidance below.

Once we've made our announcement on Friday 10 July we'd ask you to complement our media release by publicising your own award with your own local media from the following day. We will send you a template for this on Wednesday 8 July. Please have your own spokesperson available for the day you choose to share your media release, in case of local radio or TV interview requests. This can be any day of your choice, from Saturday 11 July onwards.

Please also tag us in any social media you issue about your project using #NatureScot and we will look to share on our [Twitter](#) and [Facebook](#) channels where possible.

Acknowledging our funding is an important condition of your Offer. Our [Acknowledgement Guidance for Biodiversity Challenge Fund](#) has important information about Working with the Media which we ask you to read. There may be other ways you wish to promote your award and our guidance has suggestions on this.

Contacting us

If you have any questions about promoting your project please contact our primary contact for Biodiversity Challenge Fund media relations, Cat Synnot, Publicity Manager - cat.synnot@nature.scot.

If you have any other questions about the fund please email us – BCF@nature.scot.

Kind regards
Central Funding Team

Sharon Phipps

From: Sinclair Coghill
Sent: 07 July 2020 15:26
To: [REDACTED]@westnet.com.au; [REDACTED]; Tamara Lawton
Subject: RE: EB draft comms plan
Attachments: Eisg Brachaidh Fencing Proposals May 2019 - WMO Fencing guidance comments 31 May 2019 (A2966613).docx; EB map for WMO fencing commentary (A2969423).jpeg

Dear [REDACTED]

I attached my assessment of the impacts of the fence as proposed last year. Not sure if you saw this at the time, I shared this with [REDACTED] last week after he asked for what advice I had given. I also provided this to [REDACTED] and [REDACTED]

Tamara and I met with [REDACTED] and [REDACTED] twice last week to talk through some of the issues.

We advised that they should be focussing on the issues that are likely to arise and seek to address these, ideally in advance of the DMG meet.

The main element to sort out is how to ensure there are no increased impacts on Inverkirkaig and expect you will need to secure the help of Assynt Foundation and Lochinver Estate to help with this.

In addition, will need a revised Deer management Plan for Eisg Brachaidh and will have to revise the Group Deer Management Plan.

Happy to talk through

Sinclair

Sinclair Coghill | Wildlife Management Officer

Scottish Natural Heritage | Great Glen House | Leachkin Road | Inverness | IV3 8NW | t: 01463 [REDACTED]m:
[REDACTED]

Dualchas Nàdair na h-Alba | Taigh a' Ghlinne Mhòir | Rathad na Leacainn | Inbhir Nis | IV3 8NW

nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From: [REDACTED]@westnet.com.au [REDACTED]@westnet.com.au>

Sent: 07 July 2020 13:48

To: [REDACTED]@coigach-assynt.org>; [REDACTED]@coigach-assynt.org>;

Tamara Lawton <Tamara.Lawton@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>

Subject: RE: EB draft comms plan

Thank you [REDACTED]

I agree and am keen to know the thoughts of a media expert or two. Intuitively I think an open letter sooner rather than later is better than being on the back foot having to respond to rumour and potential misinformation and misunderstandings that might otherwise run rife and unchecked. But an open letter also may potentially lead to differences of opinion also going public.

I am also very keen to hear the thoughts of Sinclair regarding the deer. By my reckoning fewer deer will be impacted using the external boundary fence approach than the status quo and alternatives;

1) Status quo: Records show 495 deer have been culled on EB in less than 10 years (these cull rates have been inadequate to stop the decline of woodlands and the loss of wood ants)

2) Many more deer would need to be culled over at least the next 15-20 years to halt woodland decline without an external fence

3) External fence: as few as 170-260 deer may need to be culled over the next 10 years (about 80 in year 1 and 10-20 per year thereafter) to maintain a herd on EB of no less than 20-40. If there are incursions by deer swimming in the sea around the fences, then more may need to be culled or the fences may need to be modified to reduce the number of incursions.

Does this seem reasonable? While I am not sure whether we should use specific deer numbers when communicating publicly, I think the general principle that this is the lowest impact option is worth communicating. But again I would refer to others on this.

I am very keen that we get this right and minimise the angst in the community wherever reasonably possible. While recognising that it will not be to everyone's liking, I sincerely hope that most of the community will have access to the facts should they want them, and that they may understand and hopefully support what we are trying to do. Certainly, my conversations with many people have been positive but of course that is but a drop in the ocean compared to the number of people that might have an interest or say on the matter.....

Thanks for the support on what is a profoundly wonderful, once in a generation, opportunity to make a meaningful difference to biodiversity conservation in the area by protecting and restoring designated habitats on EB.

Warmest Regards,

██████████

From: ██████████ <██████████@coigach-assynt.org>
Sent: Monday, 6 July 2020 11:30 PM
To: ██████████ <██████████@westnet.com.au>; ██████████ <██████████@coigach-assynt.org>; 'Tamara Lawton' <Tamara.Lawton@nature.scot>; 'Sinclair Coghill' <Sinclair.Coghill@nature.scot>
Subject: RE: EB draft comms plan

Hi ██████████

In terms of writing in the Assynt News as an open letter – reviewing my thoughts I wonder if it is a good idea and would really defer to a media expert and ██████████ ██████████ in Inverkirkaig. The recent Assynt Community Council Facebook survey on deer in the village highlighted how polarised the village in relation to deer. Judging by email request for information there is a disconnect between understanding public money being used for forestry and in this case where it is being used for habitat restoration. I think public access will be less of a concern, but there may be direct questions about deer culling and number of deer.

In terms of communication and securing support from partners I would say send info release around partners so they are aware of the messaging, and I would encourage direct communication to and between partners.

Apologies for swithering in this one.

Best wishes,

██████████

████████████████████

Scheme Manager
Coigach & Assynt Living Landscape Partnership



T: 01571 ██████████ ██████████ W: coigach-assynt.org

From: [REDACTED]@westnet.com.au [REDACTED]@westnet.com.au>

Sent: 06 July 2020 11:09

To: [REDACTED]@coigach-assynt.org>; [REDACTED]@coigach-assynt.org>; 'Tamara Lawton' <Tamara.Lawton@nature.scot>; 'Sinclair Coghill' <Sinclair.Coghill@nature.scot>

Subject: RE: EB draft comms plan

Hi [REDACTED]

Thank you for your good ideas.

Some of us [REDACTED] would like to start the communication with an open letter in Assynt New and Ullapool News. Whether we continue that as you suggest, will depend on a few things including how it is received.

As for an online presence we may need to think about the best way to do this [REDACTED]. I think there are some positives for such a thing but I know there are others [REDACTED] that prefer a have lower profile. Any thoughts on this would be greatly appreciate, since this is also not my strength.

I certainly think we need to have clarity on roles and responsibilities, who prepares/releases/distributes what, when, how, and how we keep each other informed, coordination, etc. I think having some form of sign-off by key players before anything is released can help with this. Having clear and consistent messaging is also important.

While CALL membership covers a lot of groups, should we also think of direct communication with other groups such as Assynt Field Club, etc?

All the best,

[REDACTED]

From: [REDACTED]@coigach-assynt.org>

Sent: Thursday, 2 July 2020 1:00 AM

To: [REDACTED]@coigach-assynt.org>; [REDACTED]@westnet.com.au; Tamara Lawton <Tamara.Lawton@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>

Subject: RE: EB draft comms plan

Hi [REDACTED]

Many thanks for the communication plan. Certainly I'm not experienced in this but I thought that it might be useful to:

- include NLHF and other funders – what messages to forward to them. I will be giving Holly an update on when the DMG will meet, but she has asked me for an update and would wish to coordinate my communication .
- Politicians - What message and how?
 - Local councillors – Kirsteen Currie would be worth contacting.
 - Local MSP – Gail Ross would wish to be aware of the project, also Maree Todd. Edward Mountain is the Tory MP so worth informing Rosanna Cunningham, Cabinet Secretary for Environment, Climate Change and Land Reform - I imagine may also wish to be made aware of the project
 - MP – Ian Blackford or Jamie Stone?
- Scottish Landed Estates – good to determine if SLE would endorse the project. What message and how?
- Community Council – Obviously the Assynt community council has representation in Inverkirkaig, however I believe that Eisg Brachaidh is in Coigach. Therefore it may be Coigach Community Council who would respond to planning applications?
- In that vein – publishing the information in the Assynt News and the Ullapool News would ensure the information is widely available. Should this be coordinated by [REDACTED] to provide a more highlighted profile of the [REDACTED] with a personal approach? (only a suggestion and perhaps George could advise if this is sensible?)
- Publish the information on a website so the info can be linked to and posted on Facebook. www.eisgbrachaidh.com / .co.uk / .org are all available and it would be a forum on which [REDACTED] could publish his intentions for the estate, state the public benefit, and post future updates?

Sorry, rather disjointed thoughts and I hope they help – just these suggestions could be a huge amount of work. I have highlighted to [REDACTED] at SWT that you will be in touch, and [REDACTED] will be in contact to prepare for the DMG meeting.

Best wishes,

[REDACTED]

[REDACTED]
Scheme Manager
Coigach & Assynt Living Landscape Partnership



T: 01571 [REDACTED] [REDACTED] W: coigach-assynt.org

From: [REDACTED] <[\[REDACTED\]@coigach-assynt.org](mailto:[REDACTED]@coigach-assynt.org)>

Sent: 01 July 2020 12:25

To: [REDACTED] <[\[REDACTED\]@westnet.com.au](mailto:[REDACTED]@westnet.com.au)>; Tamara Lawton <Tamara.Lawton@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>; [REDACTED] <[\[REDACTED\]@coigach-assynt.org](mailto:[REDACTED]@coigach-assynt.org)>

Subject: FW: EB draft comms plan

Dear All,

Please find attached DRAFT Comms plan for comment.

Project description being finalised for circulation;

- a detailed version for CALL Partners and DMG Sub-group
- A more public friendly one for Assynt Community Council and local resident in Inverkirkaig

Tamara and Sinclair – hopefully we'll have comments back ahead of speaking tomorrow and have finalised project descriptions and method of distribution for tomorrow also.

Thanks,

[REDACTED]

Eisg Brachaidh map to accompany WMO commentary 4 June 2019



© Crown copyright and database rights [2019] Ordnance Survey 100017908

0 0.3 0.6km
 Map centre: 209301.20, 917196.40
 geo.View 4.5.3 - Jun 04, 2019 16:23

© Scottish Natural Heritage, © Scottish Office, © Scottish Executive, © General Register Office (Scotland),
 © Scottish Rights of Way Society, © Forest Enterprise, © Forestry Commission, SSNWI © Highland Birchwoods,
 Some features of this map are based on digital spatial data licensed from the Centre for Ecology and Hydrology
 © NERC (CEH) Defra and Met Office
 © Crown Copyright, © The James Hutton Institute, Ordnance Survey



Eisg Brachaidh Fencing Proposals May 2019

WMO Advice

Eisg Brachaidh Estate have proposed fencing their inland perimeter to reduce deer moving onto this property from surrounding land. It is presumed they also intend to reduce deer numbers within the estate following fencing to allow woodlands to develop over time.

This is a significant deer fencing proposal and the potential impacts must be considered and negative impacts mitigated as much as possible prior to approval.

The outline proposals have been considered in line with the Joint Agency Guidance on Deer Fencing first published in 2004 and updated in 2010.

Detailed consideration of additional fencing into lochs to reduce tracking not included

Impact Type	Screening Criteria	Factors Assessed as High Impact	Mitigation Options
Public Safety			
Parallel Fencing	Impact that parallel fencing on one side of the road could have on deer movement.	Fence lines in close proximity to public roads can increase the risk of collisions with vehicles and are likely to be considered High Impact.	Not applicable. Section A-B parallel to road but on opposite side of river, expect deer to travel down riverside rather than on road.
Creation of Corridor	Impact of parallel fences close to both sides of a road from which the deer have difficulty escaping.	Parallel fences where deer have access into a corridor will often lead to a high risk of deer/vehicle collision and are considered High Impact.	Not applicable, no sections of parallel corridor are proposed
Poorly maintained fences	Impact of poorly maintained roadside fencing	Poorly maintained roadside fences can allow deer access to a carriageway and are considered High Impact.	Not applicable, no sections of roadside fencing

Reducing driver visibility	Impact of Fences on existing sight lines.	Fences that reduce roadside visibility will increase the risk of deer / vehicle collisions and are considered High Impact.	Fences at right angles to roads at crossing points. Deer grids to be used to provide clear line of sight
Deer Welfare			
Removal of Forage and shelter	Impact of removing land from deer or restricting deer access without culling the deer that rely on the area during some part of the year for food and shelter.	Increased mortality of deer through starvation and / or exposure is considered High Impact.	Area to be enclosed is observed to be important for forage and shelter in Winter. Mitigation: Complete main sections of fence in summer months. Leave sections of fence where main deer movement occurs until it is considered that main wintering population is within the fence and then close them in the enclosure. This is unlikely to capture all deer but should capture most deer reliant on this ground in Winter and reduces impact from High to low
Displacement of deer	Impact of Culling 'additional' deer from the population without targeting those that rely on the area being fenced off.	Increased mortality of deer through starvation and / or exposure is considered High Impact.	Mitigation offered above should minimise impacts. Risks remains if fence completed in mild winter will mean deer do not come in. Subsequent harder winters could lead to higher mortality.
Biodiversity			
Displacement	The fence line significantly obstructs traditional deer movement	Damaging impacts on any designated site or UK BAP Priority Habitat will be considered High impact	Area to be enclosed is observed to be important for forage and shelter in Winter. Although not observed as such is also likely to be a through route for deer moving into and through Inverpolly estate. As a result deer are likely to track fences along sections C-D and E-F. Where sections of these fences cross designated features and particularly blanket bog, damaging tracking is likely to occur. Mitigation: As noted in Deer Welfare above, timing of fence construction and especially closure may reduce the

			incidence of tracking by removing the deer likely to be responsible. In the longer term deer will track Section A-D when harder weather moves them off higher ground.
Socio-economic factors			
Engagement with local communities, businesses and neighbouring land owners/managers	Poor or non-existent engagement mechanisms	Proposals which will impact negatively and significantly on communities, business viability, employment and neighbouring land owners/managers without their knowledge will be regarded as potentially high impact.	Although not observed as such area is likely to be a through route for deer into and through Inverpolly Estate. Inverpolly, like most estates in the Coigach – South Assynt area, has a history of deer migrating from neighbouring higher deer density areas in winter. The routes of migration are not known but signs of movement routes are observable, especially crossing the Kirkaig river, where the terrain forces deer onto narrow routes. Mitigation: Good, early discussion on plan, timing and consideration of movement, especially, once fenced, issues are likely to be faced by neighbouring properties such as Inverpolly having less incoming stags for their sporting interest while the Kirkaig community are likely to have increased impacts from deer in Winter.

Sharon Phipps

From: Jimmy Hyslop
Sent: 08 July 2020 15:49
To: [REDACTED]
Subject: RE: 501341 - Funding Offer - REVISED

Hi [REDACTED]
[REDACTED]

Anyway, If you have any questions about the funding offer, just give me a bell or drop an e-mail,

Jimmy

From: Jimmy Hyslop
Sent: 26 June 2020 14:11
To: [REDACTED]@woodlandtrust.org.uk>
Subject: 501341 - Funding Offer - REVISED

Hi [REDACTED],
There was a small typo on the figures in the first page of the previous Funding Offer, which I have rectified in this version,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
| mob: [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

Eisg Brachaidh Fencing Proposals May 2019

ISSUES MITIGATION PLAN

It is proposed to fence the inland estate boundary to reduce deer moving onto this property from surrounding land, reduce deer number within the enclosure and restore important natural habitats including atlantic heath, peatlands and woodlands.

This plan assesses the various impacts of the project along with mitigation methods. Guidance on deer management has been sought as part of the Biodiversity Challenge Fund application from SNH.

The outline proposals have been considered in line with the Joint Agency Guidance on Deer Fencing first published in 2004 and updated in 2010.

	Possible impacts	Factors Assessed as High Impact	Mitigation Options
Public Safety			
Parallel Fencing	Impact that parallel fencing on one side of the road could have on deer movement.	Fence lines in close proximity to public roads can increase the risk of collisions with vehicles and are likely to be considered High Impact.	Not applicable. Section A-B parallel to road but on opposite side of river, expect deer to travel down riverside rather than on road.
Poorly maintained fences	Impact of poorly maintained roadside fencing	Poorly maintained roadside fences can allow deer access to a carriageway and are considered High Impact.	Apart from sections adjoining the cattle grids there are no sections of roadside fence. All sections of the fence to be subject to regular inspection and maintenance as required.
Reducing driver visibility	Impact of Fences on existing sight lines.	Fences that reduce roadside visibility will increase the risk of deer / vehicle collisions and are considered High Impact.	Fences at right angles to roads at crossing points. Deer grids to be used to provide clear line of sight
Displacement of deer into Invekirkaig village	Particularly overwintering animals being displaced into the village by the fence	Increased risk of deer/human contact and risk of deer collision on the village road.	Confirmation from Vestey estate who own the land around the village and Assynt Foundation (land to the north) to step up deer control above the village to reduce numbers as required to prevent this happening. An improved situation

	line		to the lack of control presently experienced by the village.
Deer Welfare			
Removal of Forage and shelter	Impact of removing land from deer or restricting deer access without culling the deer that rely on the area during some part of the year for food and shelter.	Increased mortality of deer through starvation and / or exposure is considered High Impact as the area to be fenced is important for forage and shelter in winter.	Complete the main sections of the fence in summer months. Leave sections of fence where main deer movement occurs until it is considered that main wintering population is within the fence and then close them in the enclosure. Following this a cull of the deer numbers within the fence will be carried out. It is unlikely to capture all deer but should capture most deer reliant on this ground in Winter and reduces impact from high to low. It is estimated that around 80 overwintering animals will need culled as a result
Displacement of deer	Impact of Culling 'additional' deer from the population without targeting those that rely on the area being fenced off.	Increased mortality of deer through starvation and / or exposure is considered High Impact.	Mitigation offered above should minimise impacts. Risks remains if fence completed in mild winter will mean deer do not come in. Subsequent harder winters could lead to higher mortality. The impacts will be monitored at the time of the fencing and if necessary an increased cull in surrounding areas can be carried out to compensate. Vestey and Assynt Foundation estates have already confirmed this.
Biodiversity			
Displacement	The fence line significantly obstructs traditional deer movement	Damaging impacts on any designated site or UK BAP Priority Habitat will be considered High impact	Area to be enclosed is observed to be important for forage and shelter in Winter. Although not observed as such is also likely to be a through route for deer moving into and through Inverpollly estate. As a result deer are likely to track fences along sections C-D and E-F. Where sections of these fences cross designated features and particularly blanket bog, damaging tracking is likely to occur. Mitigation: As noted in Deer Welfare above, timing of fence construction and especially closure should reduce the incidence of tracking by removing the deer likely to be

			<p>responsible. Additional compensatory culling on the estates to the north should further reduce this risk. In the longer term deer will track Section A-D when harder weather moves them off higher ground. The situation will be monitored and fencing down into the lochs at strategic locations could be carried out to further minimise tracking as required.</p> <p>Additional culls and these strategic measures should help to mitigate against damage to the wider SSSI area.</p>
Achieving sustainable deer grazing	Deer numbers need to be brought in equilibrium with the holding capacity of the ground and the continued cattle grazing and to allow the improvement in habitat condition and allow woodland regeneration.	Too many deer in the enclosure alongside the existing extensive cattle grazing will not result in any habitat improvement and negate the effect of fencing.	<p>The deer cull is initially aiming to reduce deer numbers within the fence to 1-2 animals per square kilometre. However the holding capacity of the land and likely patterns of deer use across the estate are unknown at this stage. A programme of ongoing monitoring and herbivore impact assessments will be carried out regularly. Indeed this is an important part of the overall project into the longer term. Deer numbers will then be controlled to achieve the aims of the project whether by culling or allowing the numbers to increase.</p> <p>The fence line will be regularly inspected and maintained as required to prevent incursions.</p> <p>The fencing specification and contract control of quality of under building and water gates will be required to ensure the fence is safe against incursion by Sika deer which are present in the area.</p>
Socio-economic factors			
Engagement with local communities, businesses and neighbouring land owners/managers	Poor or non-existent engagement mechanisms	Proposals which will impact negatively and significantly on communities, business viability, employment and neighbouring land owners/managers without their knowledge is potentially high	A plan of engagement with locally affected businesses and the local population is in place. Namely to get the deer issue aired through the upcoming Deer Management Group meeting on the 17 th July followed by communications to locals directly through a mail drop and publicity through the CALL project and discussions to be held directly with both

		<p>impact. The site is within a national scenic area and the fence design needs to take this into account with visual effects minimised as far as possible. Access both for locals, visitors and stock grazing should be maintained to preserve the areas amenity and agricultural use.</p>	<p>Coigach and Assynt community councils. This will be done on a compressed timescale following the DMG discussions.</p> <p>DMG issues: Although not observed as such area is likely to be a through route for deer into and through Inverpolly Estate. Inverpolly, like most estates in the Coigach – South Assynt area, has a history of deer migrating from neighbouring higher deer density areas in winter. The routes of migration are not known but signs of movement routes are observable, especially crossing the Kirkaig river, where the terrain forces deer onto narrow routes. Mitigation: Good, early discussion on plan, timing and consideration of movement, especially, once fenced, issues are likely to be faced by neighbouring properties such as Inverpolly possibly having less incoming stags for their sporting interest. The Deer management plans for the West Sutherland DMG and the south sub group will need to be altered to take account of the new EB fence. The West Sutherland plan is currently only in draft form. The Deer management plan for Eisg Brachaidh also needs updating which could be done in house.</p> <p>DMG/Community Issues: The Inverkirkaig community are likely to have increased impacts from deer in Winter. Mitigation: It has been agreed with Vestey Estate and Assynt Foundation that increased culls will take place on the land to the north and east of the village if required. This mitigates any effect of the fence and may result in an improved deer situation for the village overall.</p> <p>Planning/Design Issues: A long fence line is proposed within</p>
--	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

			<p>a national scenic area and the effect of the fence line on the local landscape needs minimised. Public Access needs to be maintained</p> <p>Mitigation: Wherever possible the fenceline avoids visible ridges and there are no sections of fenceline parallel to the roadside. Where the fence approaches the public road it it at right angles to the proposed cattle grids. Due to the nature of the boundary, the majority is in river valleys and alongside lochs rather than high up and the undulating topography means that long fence lines will not be observed easily. Particularly from the public road.</p> <p>Suitably placed stiles/gates will be installed in the fence line to allow continued access for the local population/visitors and management.</p> <p>Grazing issues: The area is currently extensively grazed by cattle and this needs to be maintained.</p> <p>Mitigation: suitably placed stock gates to be included in the fence line at locations agreed with the grazing tenant to allow effective access for grazing animals.</p>
--	--	--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Sharon Phipps

From: Jimmy Hyslop
Sent: 17 July 2020 16:51
To: [REDACTED]
Subject: 501341 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi [REDACTED],
Hope that you are well and have marginally better weather than the dreich stuff here.

I am conscious that I haven't anything from you, three weeks on from sending out the offer.

Please let me know how things are going,

Jimmy

From: Jimmy Hyslop
Sent: 08 July 2020 15:49
To: [REDACTED]@woodlandtrust.org.uk>
Subject: RE: 501341 - Funding Offer - REVISED

Hi [REDACTED]
[REDACTED]

Anyway, If you have any questions about the funding offer, just give me a bell or drop an e-mail,

Jimmy

From: Jimmy Hyslop
Sent: 26 June 2020 14:11
To: [REDACTED]@woodlandtrust.org.uk>
Subject: 501341 - Funding Offer - REVISED

Hi [REDACTED],
There was a small typo on the figures in the first page of the previous Funding Offer, which I have rectified in this version,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
| mob: [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

Sharon Phipps

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 21 July 2020 16:07
To: Jimmy Hyslop
Subject: RE: 501341 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Jimmy,

That would be really helpful. Thankyou so much!

Thanks
[REDACTED]

From: Jimmy Hyslop [mailto:Jimmy.Hyslop@nature.scot]
Sent: 21 July 2020 16:01
To: [REDACTED]
Subject: RE: 501341 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

No that's fine. How about a decision one way or another by close of play on Friday 7th August?
jimmy

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 21 July 2020 16:00
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: RE: 501341 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Jimmy,

An extension of two weeks would be very welcome, thankyou! Is there anything you need from me in order to make the request?

Kind regards
[REDACTED]

From: Jimmy Hyslop [mailto:Jimmy.Hyslop@nature.scot]
Sent: 21 July 2020 12:44
To: [REDACTED]
Subject: RE: 501341 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi [REDACTED]
Just had a look at the calendar. Our funding offer is valid for 30 days which means that we would be looking for an acceptance by the weekend.

With you on shorter hours and me on leave next week, do you wish to request an extension of two weeks to allow this to be resolved?

Jimmy

From: Jimmy Hyslop
Sent: 21 July 2020 12:18
To: [REDACTED]@woodlandtrust.org.uk>
Subject: RE: 501341 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi [REDACTED]

Thanks for this. Please note that I will be on holiday for a week from this Friday evening,
Jimmy

From: [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>

Sent: 21 July 2020 12:13

To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>

Subject: RE: 501341 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Jimmy,

Up until yesterday, the weather down here was pretty underwhelming – overcast and muggy. The last couple of days however have been lovely – sunshine and some blue skies!

Apologies for the delay in responding to your last email. We are just waiting for the outcome of a local meeting this week to discuss the implications of the project on deer management. This could lead to some additional costs and we just want to be clear on the final figures before we move forward. I hope to be in a position to update you later this week. I hope this doesn't cause you too much inconvenience.

Kind regards

[REDACTED]

From: Jimmy Hyslop [<mailto:Jimmy.Hyslop@nature.scot>]

Sent: 17 July 2020 16:51

To: [REDACTED]

Subject: 501341 - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi [REDACTED]

Hope that you are well and have marginally better weather than the dreich stuff here.

I am conscious that I haven't anything from you, three weeks on from sending out the offer.

Please let me know how things are going,

Jimmy

From: Jimmy Hyslop

Sent: 08 July 2020 15:49

To: [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>

Subject: RE: 501341 - Funding Offer - REVISED

Hi [REDACTED]

Well I chose the wrong week, weather wise, to take annual leave.

Anyway, If you have any questions about the funding offer, just give me a bell or drop an e-mail,

Jimmy

From: Jimmy Hyslop

Sent: 26 June 2020 14:11

To: [REDACTED] <[\[REDACTED\]@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)>

Subject: 501341 - Funding Offer - REVISED

Hi [REDACTED]

There was a small typo on the figures in the first page of the previous Funding Offer, which I have rectified in this version,

Jimmy

Jimmy Hyslop | Funding Officer

Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR | t:0131 314 [REDACTED]
| [REDACTED]

Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach Chluaidh | G81 2NR
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

--

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager or the sender.

Please note that for business purposes, outgoing and incoming emails from and to SNH may be monitored.

Tha am post-dealain seo agus fiosrachadh sam bith na chois dìomhair agus airson an neach no buidheann ainmichte a-mhàin. Mas e gun d' fhuair sibh am post-dealain seo le mearachd, cuiribh fios dhan manaidsear-siostaim no neach-sgrìobhaidh.

Thoiribh an aire airson adhbharan gnothaich, 's dòcha gun tèid sùil a chumail air puist-dealain a' tighinn a-steach agus a' dol a-mach bho SNH.

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to ensure email is sent without viruses, but cannot guarantee this and recommend recipients take appropriate precautions. We may monitor email traffic data and content in accordance with our policies and English law. Thank you.

The Woodland Trust is a charity registered in England (No. 294344) and in Scotland (No. SC038885).

A non-profit making company limited by guarantee.

Registered in England No. 1982873.

Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.

<http://www.woodlandtrust.org.uk>

Sharon Phipps

From: Jimmy Hyslop
Sent: 23 July 2020 09:52
To: [REDACTED]; Tamara Lawton; Sinclair Coghill
Cc: [REDACTED]
Subject: RE: Eisg Brachaidh Fencing proposal

Hi [REDACTED]

Providing access and signing along the fence line seems like a sensible approach. Stiles over a deer fence would be a very restrictive access option and we recommend self-closing gates in the fence line in line with good practice.

If [REDACTED] does not reckon that it is likely to be sufficiently contentious that it would need to be referred to the Access Forum, then I am content with that. Suggest that you might want to keep in touch with him as the fencing works near completion,

Jimmy

From: [REDACTED]@coigach-assynt.org>
Sent: 23 July 2020 07:23
To: Tamara Lawton <Tamara.Lawton@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>; Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Cc: [REDACTED]@woodlandtrust.org.uk>; [REDACTED]@woodlandtrust.org.uk>
Subject: FW: Eisg Brachaidh Fencing proposal

Dear All,

Please see below the response from the access officer for the area. There will be a number of stiles at certain points along the Kirkaig, the locations will be decided when the fenceline is walked in August, as there are only certain points at which someone is able to cross the Kirkaig (but even at these points they would be wading), so it seems sensible to have access points there, and signage along the fence where appropriate.

If I respond to this email, saying that we take all of this on board, will this be acceptable for the BCF contract terms?

Kind Regards,

[REDACTED]

From: [REDACTED]@highland.gov.uk>
Sent: 17 July 2020 13:19
To: [REDACTED]@coigach-assynt.org>
Subject: RE: Eisg Brachaidh Fencing proposal

Hi [REDACTED]

My apologies for not replying sooner but happy to discuss if you still wish.

There is a Ross & Cromarty Access Forum but it only meets 2 times a year and I would take issues forward to discuss with it. Its purpose is to advise the Council on access matters and so not every issue is put before the Forum, mainly the contentious ones.

As for the fence you propose it is across mostly wild rough land with little access. The path to access the Loch at Boat Bay appears to be outside your boundary. There is a path shown on maps from Rubha Phollaidh to Polly which would cross the fence but I have never walked it and so do not know its current use. However, it would be best to accommodate a self closing gate in this location. The path up the Kirkaig River also appear to be outside your

boundary. However, given the length of the fence, I would suggest that you include a means of crossing the fence in a number of locations as people may exercise their access rights over the land. Depending on the locations, small arrows attached to the fence pointing to the closest gate/stile can also be helpful.

I hope this is helpful.

Kind regards,

■■■■

■■■■■■■■■■

Outdoor Access & Long Distance Route Manager
The Highland Council, Council Offices, Dingwall IV15 9QN

During the COVID-19 lockdown staff are working from home please use email at this time.



From: ■■■■■■■■■■@coigach-assynt.org>
Sent: 08 July 2020 09:06
To: ■■■■■■■■■■@highland.gov.uk>
Subject: FW: Eisg Brachaidh Fencing proposal

Hi ■■■■■

I hope you are well and managing in the current situation.

I was wondering if you would be free today at all to discuss the Eisg Brachaidh Deer fencing proposal (map attached).

The proposal is to fence the legal landward boundary of Eisg Brachaidh Estate and then to manage the deer within the estate to the level at which woodland regeneration and non-woodland habitats see improvement. There aren't any rights of way as such, but we want to be sure that access is not inhibited. In particular we believe that Kayakers take their Kayaks onto Loch Sionasgaig from a wee car parking area just outside EB estate.

The fence will be part funded by the BCF fund (SNH) and they have requested that we speak to the local access forum – I wasn't aware that there was one and wondered if you would be able to put me in touch with them?

Anyway it would probably be easier to talk about this, so it would be great if you could let me know when you are free.

Kind Regards,

■■■■■■■■■■

Coigach-Assynt Living Landscape Project
Woodland Manager

■■■■■■■■■■

Sharon Phipps

From: Jimmy Hyslop
Sent: 06 August 2020 17:18
To: [REDACTED]
Subject: RE: Eisd Brachaidh Fencing proposal

Hi [REDACTED]

I have had no internet access since Tuesday 10.35am.

Thanks for letting me know. Happy to give you another week and with switching the deer control finds into the fencing.

Jimmy

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 05 August 2020 13:06
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Subject: Eisd Brachaidh Fencing proposal

Hi Jimmy,

Apologies for taking so long to get back to you, I have been waiting for various bits of information to fall into place so that I can give you a full picture of where we are.

The project team have now had the chance to finalise the costs, which stand at £428,246.27. As this represents a higher cost than we originally forecast, the funding required has also increased. We have received two very kind donations amounting to £43k in total, however there is still a funding gap of £117k. There is a very strong likelihood that this can be covered from underspends in the wider CALLP project, however official confirmation of this won't happen until September. In the meantime, Woodland Trust Management Team will be asked to underwrite the gap. We are currently waiting this to be signed off, hopefully by the end of this week. However, in the event that this runs into next week, would it be at all possible for the deadline for contract return to be extended by another few days? Apologies, I know you have already kindly given us an extension!

On a separate note, it has been decided that deer control can be carried out in one session rather than two, which has decreased the cost of this element. Would it therefore be possible to move funding from this line up to deer fencing, as below?

Cost description	Original total cash cost	Revised cash cost	Original BCF funding award 2020/2021	Proposed BCF funding 2020/2021
Deer fencing (based on 17.1km @£17.50 per metre)	242250.00	316588	116666.67	131714.44
Cattle grid across public road	25000.00	25000	25000.00	25000
Enrichment planting (5000 trees, fertiliser, labour and canes)	6950.00	6950	6950.00	6950
Deer control	16666.67	8333.34	16666.67	8333.34
Irrecoverable VAT	58174.00	71374.93	33057.33	26342.89
Total	349040.67	428246.27	198340.67	198340.67

Many thanks and apologies again for the delays and changes.

Kind regards
[REDACTED]

Sharon Phipps

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 06 August 2020 16:04
To: Jimmy Hyslop
Cc: [REDACTED]
Subject: Signed grant agreement Eisg Brachaidh
Attachments: 501341 - Funding Offer - Word version (A3210615) signed.pdf

Hi Jimmy,

Please find attached our signed grant agreement. Apologies again for the delay.

Thankyou for all your help and support over the last few months!

Kind regards
[REDACTED]

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to ensure email is sent without viruses, but cannot guarantee this and recommend recipients take appropriate precautions. We may monitor email traffic data and content in accordance with our policies and English law. Thank you.

The Woodland Trust is a charity registered in England (No. 294344) and in Scotland (No. SC038885).

A non-profit making company limited by guarantee.

Registered in England No. 1982873.

Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.

<http://www.woodlandtrust.org.uk>



Scottish Natural Heritage
Dualchas Nàdair na h-Alba
nature.scot

YOUR SCOTTISH NATURAL HERITAGE GRANT OFFER

BIODIVERSITY CHALLENGE FUND

Project Reference :	501341		
Project Title:	Eisg Brachaidh Biodiversity Restoration Project		
Organisation:	Woodland Trust Scotland		
Project period:	Start date	01 July 2020	End date 31 March 2021
Grant Offer date:	26 June 2020		

Name and Address of Applicant

Woodland Trust Scotland
South Inch Business Centre
Shore Road
Perth
PH2 8BW

1. Your Grant Offer

Scottish Natural Heritage (SNH), in exercise of its powers under Section 9 of the Natural Heritage (Scotland) Act 1991, offers grant funding to **Woodland Trust Scotland** for the total value of **£198,340.67**

Funding is awarded per SNH financial year (1 April to 31 March) as follows:

2020/21	£198,340.67
---------	-------------

Coronavirus pandemic/COVID-19 - this Grant Offer is not an agreement with SNH that the planned activity is essential and able to be carried out in a safe manner. **Compliance with current Scottish Government and UK Government policy is the responsibility of the Applicant.** The Applicant must satisfy themselves that planned activity is compliant at all times.

2. Your project

This Grant Offer is based on your application submitted by [REDACTED] on the 3rd February 2020.

Scottish Natural Heritage, Caspian House, 2 Mariner Court, Clydebank Business Park, Clydebank G81 2NR Tel: 0131 314 6750 www.nature.scot

Dualchas Nàdair na h-Alba, Taigh Caspian, 2 Cùirt a' Mharaiche, Pàirc Gnothachais Bhruach Chluaidh, Bruach Chluaidh G81 2NR Fòn: 0131 314 6750 www.nature.scot

Purpose of Grant

To restore the health of 2,000ha of various habitats in SSSI/SAC on Eisd Brachaidh estate through reducing the deer grazing pressure and some supplementary planting. This involves erecting a 17.1km fence, installing a cattle grid and undertaking deer control.

3. Your Project costs

The table below shows the **maximum** grant we are offering per SNH financial year towards the costs of work. Only costs detailed in the table below can be claimed from us.

Funding awarded is **inclusive** of VAT. Our contribution to any irrecoverable VAT you have applied for is shown in the table below as a separate project cost.

Cost Description	Total Cash Cost (£)	SNH Funding 2020/21 (£)
Deer fencing (based on 17.1km @£17.50 per metre)	242,250.00	116,666.67
Cattle grid across public road	25,000.00	25,000.00
Enrichment planting (5,000 trees, fertiliser, labour and canes)	6,950.00	6,950.00
Deer control	16,666.67	16,666.67
Irrecoverable VAT	58,174.00	33,057.33
Total	349,040.67	198,340.67

If your final project costs are lower than expected when you applied, we will reduce our grant pro-rata.

4. Project Progress and Claim Schedule

Your schedule for claiming funds is detailed below. Payment will be made in arrears and claims will require to be supported by evidence of expenditure. Any specific evidence requirements will be outlined in the Special Conditions noted below.

Subject to approval, we will make payment to you within 30 working days of receiving a completed form.

Period covered by claim	Expected claim date	Expected Claim Value (£)
29 June - 31 December 2020	15 January 2021	£25,000.00
01 January – 31 March 2021	15 April 2020	£173,340.67

We reserve the right to withhold payment if you do not submit your Project Progress and Claim form(s) on time.

5. Evaluation and Reporting

Project achievement will be measured against the activities and expected outputs detailed in your application.

The following reporting measures relate to this Grant Offer:

Reporting	
1	<p>Project Progress & Claim</p> <p>A progress report should be submitted as part of each claim for payment, to include details of costs incurred and activities delivered during the reporting period. It should also include any publicity acknowledging SNH/BCF support for the project. A template will be provided by SNH.</p>
2	<p>End of Project Report</p> <p>An end of project report should be submitted with the final claim for payment or no later than 15 April 2021. This report is additional to standard progress reports as part of each claim and should include the following:</p> <ul style="list-style-type: none"> ▪ Before and after photographs showing the BCF funded works undertaken ▪ An updated map confirming location of works/activity ▪ A summary of overall project delivery, quantified as appropriate ▪ An assessment of the extent to which the project has met its aims and the intended outcomes can realistically be achieved ▪ Any significant challenges encountered and actions taken to address them ▪ Any additional or unintended benefits as a result of the project, to include any relating to working with project partners and landowners ▪ An outline of maintenance plans, including funding, for the 10 year compliance period ▪ An indication of any further works/new projects planned as a result of the BCF project ▪ How you have acknowledged BCF funding throughout your project. <p>The report should be produced electronically in a format that can be readily shared with others, including publication on our website.</p>

6. Funding Conditions

Your Funding is subject to our Standard Terms and Conditions which form part of your contract with us. These are attached in **Annex 1**.

In addition to Scottish Natural Heritage's Standard Terms and Conditions, the following Conditions apply:

Special Conditions	
1	<p>You must comply with the Guidance on how to acknowledge our support for your project that is available on our website.</p> <p>Please note – due to the current coronavirus pandemic we are asking applicants not to promote their fund awards for the time being. We will be back in touch with you to outline how we plan to announce the fund awards and your options for promoting your project in due course.</p>

2	All relevant permissions <u>must</u> be confirmed before work commences and are the responsibility of the applicant. This includes permissions relating to designated sites, felling licences and SEPA licences as required. You must provide evidence of permissions prior to starting your project, unless we have agreed otherwise.
3	<p>A compliance period of 10 years will be mandatory for all land management and site improvement works funded through the BCF. This requires that:</p> <ul style="list-style-type: none"> ▪ Where the landowner is not the applicant, the landowner gives permission for the works taking place; ▪ That the landowner also gives permission for any subsequent maintenance to take place, alongside a commitment not to change the use of the land. In the event of selling land, the obligations contained within this Grant Offer must form part of the sale contract; ▪ The site is maintained in the condition created with BCF funds to enable the longer term benefits to be realised. Any maintenance to BCF funded works (for example repairs to fencing, management of new hedgerows) will be at no further cost to SNH. <p>You are responsible for ensuring landowner permissions are in place to allow them to fulfil their contractual maintenance obligations. Standard wording for landowner permissions is provided in our Landowner Permission form.</p> <p>The landowner agreement form was received by SNH on 25 June 2020.</p>
4	All activity funded through BCF must be completed by 31 March 2021 . You must notify SNH immediately if your project experiences any issues that mean this timescale for completion will not be met.
5	BCF funding is awarded to support delivery of the activities detailed in Annex 3 . Any proposed changes to the activities must be discussed and agreed with SNH first.
6	All information submitted to SNH, including any spatial data, will be made freely available for reuse. The information will be used for SNH legitimate interests, which include, but are not limited to, informing the development of relevant strategies, policies and guidance. It may also be shared with research communities to support national research programmes on land use management to support biodiversity, and any other party SNH considers relevant. Personal information will be handled in accordance with the General Data Protection Regulation and any other relevant legislation. Please refer to our Funding Privacy Notice .
7	Due to size of the area to be enclosed the applicant must explore the proposals with the Local Access Forum before the fencing goes ahead.

7. Contract Period

Please note that the Terms and Conditions of your Grant Contract will apply for the duration of the Project and for **10** years from the date of your final payment of Grant. This is the Contract Period.

8. Acceptance of your Funding Offer

Please now sign a copy of this Funding Offer and return it either as a scanned document to

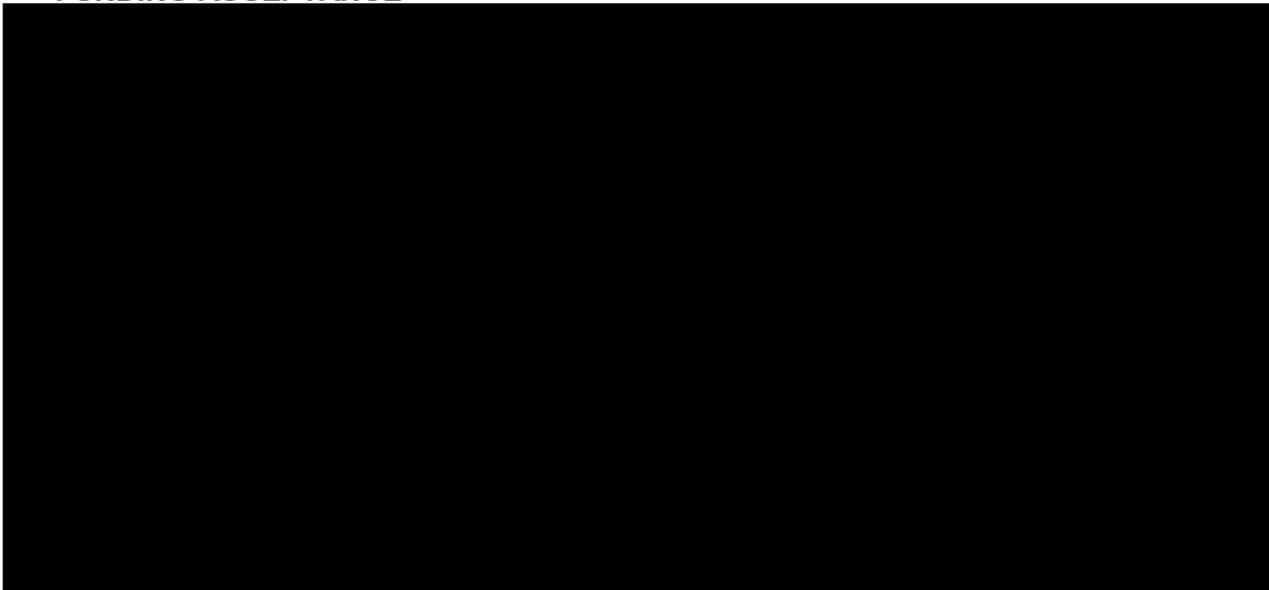
jimmy.hyslop@nature.scot .

You must complete the Funding Offer Acceptance section below and send the signed copy of this Funding Offer to us within 30 days of the Funding Offer date. You must be the applicant or have the relevant authority to accept this Funding Offer for and on behalf of the applicant. If you do not accept our Funding Offer within 30 days, we reserve the right to withdraw or reduce our Offer to you.

Signed *Jimmy Hyslop* for and on behalf of SNH

Jimmy Hyslop
Funding Officer

FUNDING ACCEPTANCE



Annex 1

SCOTTISH NATURAL HERITAGE - STANDARD TERMS AND CONDITIONS OF GRANT

These Terms and Conditions shall apply to the Grant offered by us to you and are incorporated into the Grant Contract. These Terms and Conditions shall prevail over any terms or conditions and may be varied only with our Written agreement.

Definitions

- 'we', 'us', 'our' – Scottish Natural Heritage
- 'you', 'your' – the individual or organisation(s) awarded the Grant as set out in our Grant Offer
- Approved Activities – the agreed project activities to be completed as part of the Project as detailed in the Grant Offer.
- Contract Period – the period of time specified under 'Contract Period' in the Grant Offer. This includes any maintenance or monitoring period following completion of the actual grant project.
- Grant - the grant award offered to you by us in the Grant Offer
- Grant Contract - the Grant Offer together with these Terms and Conditions and the requirements referred to in the Grant Offer, these Terms and Conditions, and the Guidance
- Grant Offer – the formal letter offering our Grant to you
- Guidance – the documents we publish to guide you about our grants
- Project – the project set out in the grant proposals, adjusted by any changes agreed in writing between you and us and/or any changes contained in the Grant Offer. The Project includes the purposes for which you applied for a grant and how you intend carrying out those purposes
- Property – any assets such as buildings, land, equipment, vehicles, documents or other assets such as intellectual property rights that you buy, create, restore, conserve or otherwise fund with the Grant
- Writing and Written shall incorporate the use of Electronic Forms of writing

1. Use of Grant for specified purposes

You must only use the Grant for the Project. Any change to the Project must be approved by us in writing and in advance.

2. Starting the Project

You must not start or make any changes to the Project prior to us advising you we have received your acceptance of our Grant Offer. Any work started or goods/ equipment purchased prior to this will not be eligible for the Grant unless specifically agreed by us in writing.

3. Contract documents to be followed

You must comply with the Grant Contract throughout the Contract Period.

4. Permissions and consents

You must comply with all domestic and European legislation and regulations relevant to the Project and have all necessary consents and permissions in place before work commences. Evidence of compliance and consents must be supplied to us if requested.

5. Buying goods and services

If the Project involves buying goods or services or undertaking works, you must secure good value for money with the Grant.

To help achieve this you must get competitive quotes and tenders for all goods, works and services in accordance with the contract thresholds outlined in **Annex 2** below. Contract thresholds reflect the value of the contract, not the total Project value or SNH grant value.

If you intend to contract on a different basis from the thresholds outlined in **Annex 2**, you must get our prior approval, in writing.

If you are a public body you should follow your own purchasing procedures to ensure public accountability.

You must put formal contracts in place with contractors, suppliers and professional advisers before you start the respective element of the Project. The terms of these should be proportionate to the standards required of the Project. Employers or clients should be appropriately experienced to carry out the work required of them.

If the Project involves a new post(s) you must advertise this and conduct a formal recruitment process.

6. Standard and sustainability of project

You must carry out the Project in line with relevant best practice and to an appropriate standard for its purpose.

In addition, you should take all reasonable steps to optimise opportunities for sustainable procurement and building sustainability into your activities.

7. Overspend and underspend

The Grant is the total amount of funds we will provide and will not be increased if your costs increase or for any other reason.

If you complete the Project without spending the full amount of Grant, we will recalculate the amount of Grant to be paid to reflect the underspend. If you receive payment in advance and complete the Project without spending the full amount of the Grant you must pay back the proportion of Grant that reflects the underspend.

We will not allow any underspend to be carried forward into a new financial year. Any underspend at the end of a financial year will be retained by SNH. It will not be carried forward to any future years of the Grant, where these exist. Notwithstanding the foregoing, we may consider carrying forward underspend in exceptional circumstances where SNH considers it is in the public interest. This must be formally agreed in writing.

You must inform us of any change to your VAT status and/or to the level of VAT you need to pay in respect of the project. If your VAT payment decreases, we will reduce our contribution to those costs and you will have to pay back any amounts of VAT you have managed to claim back. If your VAT payments increase we will not increase our grant payment. In exceptional cases we may consider assisting with increased VAT costs where SNH considers it is in the public interest. This must be formally agreed in writing.

8. Evidence of satisfactory delivery

We will only pay the Grant once you have provided evidence of satisfactory delivery of the Approved Activities detailed in the Grant Offer, unless the Grant Offer specifies payment on a different basis.

9. Ongoing conditions

We will pay you the Grant or any instalment of it in line with the Grant Contract, provided we are satisfied you are delivering (and will continue to deliver) the Project as outlined in your Grant Application and the Grant Contract.

This includes delivering the requirements of any maintenance or monitoring period when the grant Project has been completed.

10. Maintenance and restoration

Where the Grant relates to Property you must maintain the Property in good repair and condition for the duration of the Contract Period. This includes keeping it physically secure in an appropriate environment. You must also keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.

11. Sale and transfer of goods and services

You must continue to own any Property and maintain responsibility for what happens to it for the duration of the Contract Period.

You must not sell, let or otherwise dispose of the Property or any part of it or any interest in it during the Contract Period without our written approval in advance. Our approval may include new conditions.

If you do sell, let or otherwise dispose of the Property with our approval you will repay us immediately the Grant, or such part of it as we decide. The amount to be paid will reduce by equal proportions over the whole of the Contract Period so that by the end of that period the liability for repayment would be nil. We will tell you how much we expect you to repay when agreeing to any sale or transfer.

If you sell or otherwise dispose of the Property or any part of it **without** our approval we will consider this to be in breach of the Grant Contract. If this is the case then Clause 18 will apply.

12. Period of Grant

The terms and conditions applying to the Grant will apply for the Contract Period specified in the Grant Offer.

13. Insurance

You must insure the Property for its full reinstatement value including inflation and professional fees during the Contract Period unless we specifically agree otherwise. If the Property is lost or damaged, for example by fire, lightning, storm or flood, you may find that you cannot meet the approved Activities of your Project. In this instance we may have to consider claiming back our payments made in accordance with the Grant.

You must take out insurance for the works (if any) and for any unfixed materials and goods delivered to the property. All of these must be covered for their full value against loss or damage.

You must tell us, in writing, within five working days about any significant loss or damage to the Property or as soon as you are aware.

If we have agreed in writing that you can self-insure, you do not need to take out insurance in respect of the Property.

14. Other Project funding

Our Grant is made on the basis that other funding for the Project (financial contributions from other parties, your financial contribution) will be in accordance with the financial information provided in your Grant Application. We will be entitled to ask for confirmation of such funding.

If such funding is varied or withdrawn you will inform us without delay. If match funding is not secured we reserve the right to review the level of our support, should changes to the Project need to be made. We also reserve the right to vary or withdraw our Grant although we will only do this after discussing the situation with you.

15. Acknowledgement of Grant

You must acknowledge the Grant publicly in line with the requirements in our grant acknowledgement Guidance. Payment of Grant may be withheld if you fail to comply with these requirements or fail to provide satisfactory evidence that you have done so if requested by us.

If requested, you must provide us with photographs or transparencies or high resolution digital images, including video images of your Project. All images should be in electronic format. You must also meet any other acknowledgement or publicity requirements we may tell you about from time to time.

You give us the right to use the photographs, transparencies or digital images, including video images you provide to us. You must get any permission, including copyright, you need for you and us to use these images, including the consent of any persons appearing in them where applicable, before you send them to us or before you use them.

We may publicise the Grant in whatever way we think fit.

16. Right to inspect

You must allow reasonable access to any person authorised to inspect the Project for the purpose of ensuring that the Terms of Grant are being complied with.

17. Financial Information & Records

You must keep sufficient financial information and records relating to the Project, in accordance with our financial information and records Guidance. Records should be kept for the Contract Period.

For the duration of the Contract Period, SNH and the Auditor General of Scotland may require an examination of your financial information, documents and records and you must permit access to these upon request.

You must give us any financial (e.g. receipted invoices, payslips, time sheets) or other information we may request from time to time relating to the Project or the Grant.

We have the right, as funders, to require you to improve your financial information and record keeping – or such other requirements as we may specify - if we consider it necessary to do so to meet accepted standards for the management and reporting (including audit) on the use of public funds.

18. Repayment of Grant

We will stop paying the Grant and you must repay us any Grant that we have already paid if:

- You fail to comply with the Grant Contract
- Any information given to us by, or on behalf of you, in connection with the Grant, is found to be incorrect, misleading or fraudulent, whether this is provided before or after the Grant has been paid
- You do not use the Grant for the Project or change the Project without getting our prior written permission
- You change your legal status, close down, are declared bankrupt or go into receivership or liquidation
- You are negligent or fraudulent in relation to your dealings with us over the Grant
- You knowingly withhold information that is relevant to the Grant

We may exercise any of our rights under the Grant Contract at any time, even if we do not do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under the Grant Contract.

19. Transfer of Grant

The Grant is personal to you and you may not assign the Grant or any rights or obligations under the Grant Contract without our agreement in writing.

If, due to future organisational restructuring, we notify you that SNH's grant giving powers are altered we reserve the right to transfer the Grant to another body for funding in place of the SNH grant scheme. In the event of this situation arising, your Grant Contract with us will transfer to such a body when you are accepted into the other grant scheme.

20. Use of Property for security

You must not use the Property as security for a loan or other commitment without our prior approval.

21. Indemnity provision

You will indemnify us against all action, claims, demands, costs, expenses and losses incurred by or made against us which arise out of or in connection with the payment of the Grant or any services or Property created or provided using the Grant.

22. Grant correspondence

Any notice, request or document we send to each other concerning the Grant must be delivered to the addresses in the Grant Offer or such other address as we might agree with you.

Annex 2 - Procurement requirements

One of the Conditions of receiving funding from us is that you must secure good value for money if your Project involves buying goods or services or undertaking works.

This is outlined in our Standard Terms and Conditions of funding - paragraph 5 above – Buying goods and services.

Procurement purchasing thresholds

All Applicants should demonstrate good procurement practice by inviting open and fair competitive quotes, emails are acceptable, and tenders as outlined below*:

*Public Bodies should follow their own purchasing procedures to ensure public accountability. Please have these available, as we may ask to see them.

Purchasing threshold - including any VAT that may be payable	Requirement
£1,000 & below	x 1 Quote – to ensure value for money
£1,000 to £25,000	x 3 Quotes – a minimum of 3 suppliers to be invited to quote Justification required if single tender Justification required if Other Than Lowest Quote
£25,000 to £50,000	x 5 Quotes - a minimum of 5 suppliers to be invited to quote Justification required if 5 suppliers not invited to quote Justification required if Other Than Lowest Quote
£50,000 and above	- advertise and full procurement tendering exercise Where an Applicant plans to do the restoration work on their own land, personally or through their business operations, we will require additional evidence to ensure fair and open competition and value for money. Please email BCF@nature.scot for more information.

If you intend to contract on a different basis from the thresholds above, you must get our prior approval in writing.

You will need to keep appropriate financial information and records to support purchasing decisions.

Applicants must not enter into a formal contract with a supplier prior to receiving and accepting a formal offer of funding from us.

Annex 3 – BCF Supported Activity

	Project Activity	Location/site(s)	Outputs
A	Repair and replacement of deer fences around the Estate perimeter	Eisg Brachaidh eEstate	17.1km new fence erected to protect the estate from deer grazing pressures
B	Cattle grid across public road		One cattle grid to prevent deer ingress along road
C	Deer control within the fenced area	Eisg Brachaidh Estate	All deer within fence removed down to a level of 1 deer per sq km
D	Enrichment planting to aid natural regeneration	Various areas within the newly fenced area on Eisg Brachaidh Estate	5,000 native trees planted

Sharon Phipps

From: [REDACTED] <info@inverpolly.com>
Sent: 16 August 2020 19:47
To: info@landcommission.gov.scot
Cc: [REDACTED]@btinternet.com; [REDACTED]
Subject: FW: Eisg Brachaidh woodland project

Dear Sir/madam

We have been sent the Consultation below.
The deadline is only 3 weeks which would seem to conflict with your good practice guide Community Engagement in Decisions Relating to Land.
The parties involved are the owners represented by CKD Galbraith, CALL and the Woodland Trust.
There has been no consultation with [REDACTED] let alone the Assynt community who will be impacted by 5 miles of fence guiding deer to Inverkirkaig and exacerbating existing problems in Lochinver.
Can you help?

Yours faithfully

From: WSDMG [mailto:wsuthdmg@btinternet.com]
Sent: 16 August 2020 13:53
To: WSDMG - Secretary
Subject: Eisg Brachaidh woodland project

See below for info.

[REDACTED]
Secretary, West Sutherland Deer Management Group
[REDACTED]

Tel. [REDACTED] M. [REDACTED]
Email wsuthdmg@btinternet.com
WSDMG website wsutherlanddmg.deer-management.co.uk
ADMG website www.deer-management.co.uk

IMPORTANT CONFIDENTIALITY NOTICE

The information in this email is confidential and is intended solely for the addressee. Access to this email by anyone else is unauthorised. If you are not the intended recipient any disclosure, copying, distribution or action taken or omitted to be taken in reliance on it is prohibited and may be unlawful. Please also contact the sender and delete the material from any computer.

ALL OUTGOING AND INCOMING EMAIL MESSAGES ARE SCANNED FOR VIRUSES AUTOMATICALLY (McAfee VirusScan TM)

-----Original Message-----

From: [REDACTED]@woodlandtrust.org.uk
Sent: 14 August 2020 15:05
To: assyntofficeservices@btinternet.com
Subject: [REDACTED]

Dear [REDACTED]

For information of the Local Deer mgmt. sub-group:

Please see below a text we have just sent out to the Ullapool News and Assynt News, which you may wish to circulate.

Many thanks.

The Eisd Brachaidh Revival

An exciting initiative to restore woodland, heath and peatland across the 2000ha Eisd Brachaidh Estate has secured more than £420,000 thanks to support from the Scottish Natural Heritage Biodiversity Challenge Fund and Woodland Trust Scotland. Further funding is also being sought from Coigach & Assynt Living Landscape Partnership (CALLP) Scheme funded by the National Lottery Heritage Fund (NLHF).

The Eisd Brachaidh project area forms part of the Inverpolly Site of Special Scientific Interest (SSSI) and Special Area of Conservation (SAC).

The project aims to restore a range of habitats including saving irreplaceable old woodland remnants and improving the condition of heathland communities on this part of the Inverpolly SAC.

Key to its success is reducing grazing pressure from deer. There are no young trees growing on the Estate and the few mature trees that do remain are fading fast. Wet and dry heathland and bogs are also suffering from over browsing and trampling. We need to act now to stop further loss of woodland and help rare heathland and peatland habitats recover.

We plan do this by installing a deer fence around the estate boundary. Deer will remain within the fence but numbers will be kept at a sustainable level alongside continued cattle grazing. Cattle have a different grazing style from deer and it is this mix of grazing that's important to support natural habitat improvements.

Open public access will be maintained throughout the project with suitably placed gates, cattle grids and stiles.

We appreciate that when an area is fenced it can be difficult to predict the knock-on effect of deer movements in the surrounding area. These impacts can be managed however, and the project partners are committed to dealing with any problems that may arise for neighbours. The movement and number of deer will be monitored to help with this.

As lead partner for the CALLP woodland projects, Woodland Trust Scotland will be responsible for work on the ground in association with Eisd Brachaidh Estate under guidance from Scottish Natural Heritage regarding deer and designated habitats.

This is an exciting large-scale restoration project that will be delivered over many years to create healthy Assynt habitats for the next generation to enjoy. We look forward to getting started!

If anyone has any queries please do get in touch. Contact [redacted] ([redacted]@woodlandtrust.org.uk [redacted]@woodlandtrust.org.uk) or [redacted] ([redacted]@woodlandtrust.org.uk [redacted]@woodlandtrust.org.uk) before 1 September 2020.

[redacted]
PR & Communications Officer

Telephone: [redacted]
Email: [redacted]@woodlandtrust.org.uk<mailto:[redacted]@woodlandtrust.org.uk>

Woodland Trust, South Inch Business Centre, Perth, Perthshire, PH2 8BW
01738 635 544
www.woodlandtrust.org.uk<<http://www.woodlandtrust.org.uk>>

[Fb]<<https://www.facebook.com/thewoodlandtrust/>>[Tw]<<https://twitter.com/WoodlandTrust/>>[Yt]<https://www.youtube.com/user/woodlandtrust/>

[Woodland Trust Scotland]<<http://www.woodlandtrust.org.uk>>
Stand up for trees<<http://www.woodlandtrust.org.uk>>

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to ensure email is sent without viruses, but cannot guarantee this and recommend recipients take appropriate precautions. We may monitor email traffic data and content in accordance with our policies and English law. Thank you.

The Woodland Trust is a charity registered in England (No. 294344) and in Scotland (No. SC038885).
A non-profit making company limited by guarantee.
Registered in England No. 1982873.
Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.
<http://www.woodlandtrust.org.uk>

Sharon Phipps

From: BCF
Sent: 17 August 2020 13:14
To: [REDACTED]@woodlandtrust.org.uk'
Cc: Jimmy Hyslop
Subject: 501341 - Biodiversity Challenge Fund – publicity of your project
Attachments: BCF - media release template - July 2020.docx

Dear [REDACTED]

As we have received Acceptance of your Funding Offer it's now possible to proceed with publicity of your project.

We'd ask you to complement our media release of 10 July 2020 by publicising your Biodiversity Challenge Fund award with your local media. Please find attached the media release template which you can use for this purpose. Please have your own spokesperson available for the day you choose to share your media release, in case of local radio or TV interview requests.

News releases can be circulated to SNH's Publicity Manager, Cat Synnot, for review and comment if you would find this helpful and/or require further guidance. When possible, please allow 72 hours for feedback.

Please note that email news releases may be sent without logos as plain emails (without attachments) to prevent rejection by the recipient's system.

Please also tag us in any social media you issue about your project using #NatureScot and we will look to share on our [Twitter](#) and [Facebook](#) channels where possible.

Acknowledging our funding is an important condition of your Offer. Our [Acknowledgement Guidance for Biodiversity Challenge Fund](#) has important information about Working with the Media which we ask you to read. There may be other ways you wish to promote your award and our guidance has suggestions on this.

Contacting us

If you have any questions about promoting your project please contact our primary contact for Biodiversity Challenge Fund media relations, Cat Synnot, Publicity Manager - cat.synnot@nature.scot.

If you have any other questions about the fund please email us – BCF@nature.scot.

Kind regards
Central Funding Team

Sharon Phipps

From: Jimmy Hyslop
Sent: 07 September 2020 15:01
To: Jimmy Hyslop
Subject: FW: Eisg Brachaidh woodland project

From: Jimmy Hyslop
Sent: 17 August 2020 12:54
To: Graeme Taylor <Graeme.Taylor@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>; Tamara Lawton <Tamara.Lawton@nature.scot>
Cc: Holly Deary <Holly.Deary@nature.scot>
Subject: RE: Eisg Brachaidh woodland project

Thanks Graeme,

██████████ seems to misunderstand, as the wording "If anyone has any queries please do get in touch" does not constitute a consultation,

Jimmy

From: Graeme Taylor <Graeme.Taylor@nature.scot>
Sent: 17 August 2020 12:50
To: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>; Tamara Lawton <Tamara.Lawton@nature.scot>
Cc: Holly Deary <Holly.Deary@nature.scot>
Subject: RE: Eisg Brachaidh woodland project

Hi Jimmy,

I think the consultation he's referring to would be the email from ██████████ at the Woodland Trust asking for comments on the EB fencing proposal which is at the bottom of this email. We certainly wouldn't have a three week public consultation for any of our work, but I'm not sure what (if any) direction we have given on the length of consultation period for this proposal. In terms of our response we may look to contact the Land Commission and advise them of the situation and let them know what local discussion have been taking place. They may benefit from some context prior to response.

Regards,

Graeme

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 17 August 2020 12:36
To: Graeme Taylor <Graeme.Taylor@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>; Tamara Lawton <Tamara.Lawton@nature.scot>
Cc: Holly Deary <Holly.Deary@nature.scot>
Subject: RE: Eisg Brachaidh woodland project

Hi Graeme,
An observation and a question for you:

██████████' e-mail is addressed to the Scottish Land Commission, presumably in relation to its role promoting good practice and relations between landowners and tenants
<https://landcommission.gov.scot/our-work/tenant-farming> .

██████████ refers to a consultation with a deadline of only 3 weeks. What is the consultation and who is requesting responses/involvement?

Jimmy

From: Graeme Taylor <Graeme.Taylor@nature.scot>
Sent: 17 August 2020 09:37
To: Sinclair Coghill <Sinclair.Coghill@nature.scot>; Tamara Lawton <Tamara.Lawton@nature.scot>
Cc: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>; Holly Deary <Holly.Deary@nature.scot>
Subject: RE: Eisg Brachaidh woodland project

Hi Folks,

Can we get our heads together and see how we respond to this?

Thanks,

Graeme

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 17 August 2020 09:25
To: Graeme Taylor <Graeme.Taylor@nature.scot>
Subject: FW: Eisg Brachaidh woodland project

Hi Graeme,
See below from ██████████. I cannot see any information in his email chain about a consultation, so I don't know what specifically he is talking about. Are you happy to deal with the response, if any is needed, as you did with the previous contact from ██████████ in June?

Jimmy

Jimmy Hyslop | Funding Officer
Scottish Natural Heritage | Caspian House | Mariner Court | Clydebank Business Park | Clydebank | G81 2NR
| t:0131 314 ██████████ Dualchas Nàdair na h-Alba | Taigh Caspian | Cùirt a' Mharaiche | Bruach
Chluaidh | G81 2NR nature.scot - Connecting People and Nature in Scotland - @nature_scot

From: ██████████ <info@inverpolly.com>
Sent: 16 August 2020 19:47
To: info@landcommission.gov.scot
Cc: ██████████ <@btopenworld.com>; ██████████ <@btinternet.com>; ██████████ <@inverandkirkaig.com>
Subject: FW: Eisg Brachaidh woodland project

Dear Sir/madam

We have been sent the Consultation below.
The deadline is only 3 weeks which would seem to conflict with your good practice guide Community Engagement in Decisions Relating to Land.
The parties involved are the owners represented by CKD Galbraith, CALL and the Woodland Trust.

There has been no consultation with [REDACTED] let alone the Assynt community who will be impacted by 5 miles of fence guiding deer to Inverkirkaig and exacerbating existing problems in Lochinver.

Can you help?

Yours faithfully

[REDACTED]

From: WSDMG [<mailto:wsuthdmg@btinternet.com>]
Sent: 16 August 2020 13:53
To: WSDMG - Secretary
Subject: Eisg Brachaidh woodland project

See below for info.

[REDACTED]
Secretary, West Sutherland Deer Management Group

[REDACTED]
Tel. 01571 [REDACTED]
Email wsuthdmg@btinternet.com
WSDMG website wsutherlanddmg.deer-management.co.uk
ADMG website www.deer-management.co.uk

IMPORTANT CONFIDENTIALITY NOTICE

The information in this email is confidential and is intended solely for the addressee. Access to this email by anyone else is unauthorised. If you are not the intended recipient any disclosure, copying, distribution or action taken or omitted to be taken in reliance on it is prohibited and may be unlawful. Please also contact the sender and delete the material from any computer.

ALL OUTGOING AND INCOMING EMAIL MESSAGES ARE SCANNED FOR VIRUSES AUTOMATICALLY (McAfee VirusScan TM)

-----Original Message-----

From: [REDACTED] [@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk)
Sent: 14 August 2020 15:05
To: assyntofficeservices@btinternet.com
Subject: [REDACTED]

Dear [REDACTED]

For information of the Local Deer mgmt. sub-group:

Please see below a text we have just sent out to the Ullapool News and Assynt News, which you may wish to circulate.

Many thanks.

The Eisd Brachaidh Revival

An exciting initiative to restore woodland, heath and peatland across the 2000ha Eisd Brachaidh Estate has secured more than £420,000 thanks to support from the Scottish Natural Heritage Biodiversity Challenge Fund and Woodland Trust Scotland. Further funding is also being sought from Coigach & Assynt Living Landscape Partnership (CALLP) Scheme funded by the National Lottery Heritage Fund (NLHF).

The Eisd Brachaidh project area forms part of the Inverpolly Site of Special Scientific Interest (SSSI) and Special Area of Conservation (SAC).

The project aims to restore a range of habitats including saving irreplaceable old woodland remnants and improving the condition of heathland communities on this part of the Inverpolly SAC.

Key to its success is reducing grazing pressure from deer. There are no young trees growing on the Estate and the few mature trees that do remain are fading fast. Wet and dry heathland and bogs are also suffering from over browsing and trampling. We need to act now to stop further loss of woodland and help rare heathland and peatland habitats recover.

We plan to do this by installing a deer fence around the estate boundary. Deer will remain within the fence but numbers will be kept at a sustainable level alongside continued cattle grazing. Cattle have a different grazing style from deer and it is this mix of grazing that's important to support natural habitat improvements.

Open public access will be maintained throughout the project with suitably placed gates, cattle grids and stiles.

We appreciate that when an area is fenced it can be difficult to predict the knock-on effect of deer movements in the surrounding area. These impacts can be managed however, and the project partners are committed to dealing with any problems that may arise for neighbours. The movement and number of deer will be monitored to help with this.

As lead partner for the CALLP woodland projects, Woodland Trust Scotland will be responsible for work on the ground in association with Eisd Brachaidh Estate under guidance from Scottish Natural Heritage regarding deer and designated habitats.

This is an exciting large-scale restoration project that will be delivered over many years to create healthy Assynt habitats for the next generation to enjoy. We look forward to getting started!

If anyone has any queries please do get in touch. Contact [redacted] ([redacted]@woodlandtrust.org.uk<mailto:[redacted]@woodlandtrust.org.uk>) or [redacted] ([redacted]@woodlandtrust.org.uk<mailto:[redacted]@woodlandtrust.org.uk>) before 1 September 2020.

[redacted]
PR & Communications Officer

Telephone: [redacted]
Email: [redacted]@woodlandtrust.org.uk<mailto:[redacted]@woodlandtrust.org.uk>

Woodland Trust, South Inch Business Centre, Perth, Perthshire, PH2 8BW
01738 635 544
www.woodlandtrust.org.uk<<http://www.woodlandtrust.org.uk>>

[Fb]<<https://www.facebook.com/thewoodlandtrust/>>[Tw]<<https://twitter.com/WoodlandTrust/>>[Yt]<<https://www.youtube.com/user/woodlandtrust/>>

[Woodland Trust Scotland]<<http://www.woodlandtrust.org.uk>>
Stand up for trees<<http://www.woodlandtrust.org.uk>>

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to ensure email is sent without viruses, but cannot guarantee this and recommend recipients take appropriate precautions. We may monitor email traffic data and content in accordance with our policies and English law. Thank you.

The Woodland Trust is a charity registered in England (No. 294344) and in Scotland (No. SC038885).
A non-profit making company limited by guarantee.
Registered in England No. 1982873.
Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.
<http://www.woodlandtrust.org.uk>

Community Engagement in Decisions Relating to Land

ROUTE MAP

This Route Map is to support those with responsibility for taking decisions about land to navigate and implement the reasonable expectations of engaging with local communities impacted by those decisions. These reasonable expectations are drawn from the Land Rights and Responsibilities Protocol – Community Engagement in Decisions Relating to Land and the Scottish Government’s Guidance on Engaging Communities in Decisions Relating to Land.

GENERAL PRINCIPLES

- Communities can reasonably expect to be formally consulted in decisions about the use and management of land where the outcome is likely to have an impact on the community.
- Engagement should be a genuine exercise in collaboration, and community views should be considered to aim to achieve mutually beneficial outcomes.
- Engagement and communication should be open-ended to encourage positive working relationships and communication between communities, land owners and managers.
- Engagement should be proportionate to the resources available to all parties and the impact that the decision may have on the community.

LOCAL COMMUNITIES

How to identify those who will be impacted?

- When we talk about community, we are generally meaning the individuals who live in a place. This can be an urban or rural area. It can include whole towns, single streets, large geographic areas or a small village or neighbourhood.
- Local communities are expected to work with land owners or their delegated managers through a representative organisation e.g. community council or other relevant constituted community organisations, who have an openly elected membership, and represent the area within which the land and/or a related community sits. This is not an instrument for addressing individual disputes.

SPECIFIC EXPECTATIONS

These are set out in the Land Rights and Responsibilities Protocol – Community Engagement in Decisions Relating to Land.

Where the Protocol uses the word **should**, we will expect all parties to follow the approach described. Where the Protocol **recommends** a course of action it means this is good practice but recognises that other approaches may be equally effective.

Up to date contact information for people with local decision-making authority over the land and for the office bearers of community organisations should always be publicly available.

Where a community aspiration or concern about current or proposed land management emerges, this should be communicated promptly to the owner or manager of the land. Reasonable opportunity should be given for them to respond to issues raised and enter into constructive dialogue about it.

START HERE

? Does the land-use change you are planning have **significant impact** on the community?

There is no fixed definition of significant impact, but it can be taken to mean a decision that might affect the social, economic or cultural development of a community. It could also involve a change or restriction of access to local services, a good quality environment or community viability. Useful examples are included in the Scottish Government’s Guidance.

Examples of routine land management activities with little impact include:

- Most day to day decisions relating to land where the impact on the local community is small or non-existent, e.g.
- Most deliveries
- Repairs and improvements
- Pesticide spraying and muck spreading

Regular communication – even when decisions being undertaken are not significant, can help to prevent problems arising and build good neighbourhood relationships.

YES

NO

? Does my decision have a statutory requirement for community engagement, for example under planning or forestry regulations?

Some decisions on land involve a statutory requirement for community engagement. If there is a statutory requirement to engage then this must be complied with. However, you may wish to consider the benefits of supplementary engagement. It can be beneficial to engage with the local community at an early stage, prior to any formal decision-making process.

YES

NO

? Is this land use change to have a **moderate or significant impact** on the local community?

Examples of routine land management activities with little impact include:

- Most day to day decisions relating to land where the impact on the local community is small or non-existent, e.g.
- Most deliveries
- Repairs and improvements
- Pesticide spraying and muck spreading

Regular communication – even when decisions being undertaken are not significant, can help to prevent problems arising and build good neighbourhood relationships.

MODERATE IMPACT

Short-term but disruptive activities
Activities carried out in irregular circumstances
Changes to regular activities

Examples

- Activities which disrupt transport or business activities
- Activities causing significant light, sound or smell pollution
- Activities carried out at unusual times, or causing more disruption than usual
- Other disruptive activities in both the urban and rural environments

INFORMAL ENGAGEMENT RECOMMENDED

SIGNIFICANT IMPACT

Long-term or permanent changes with significant impact
Long-term disruptive activities
Activities which impact significantly on the local economy, society and culture, or environment
Decisions likely to alter the local population level or structure, including through intergenerational impact

Examples

- Significant long-term changes in land-use, for instance: changes between agricultural land, forestry, nature reserves, green spaces, industry, housing, regeneration and development
- Estate management, where a significant proportion of the land is controlled by one party
- A business or service that significantly contributes to local employment or provides vital services
- Decisions impacting on the viability of vital local institutions such as schools, doctors’ surgeries, sports centres and cultural centres

Engagement Methods

- Sending a letter or an email
- A notice on a community notice board
- Posting on social media
- A phone call
- Visiting in person
- Putting up a sign

PLEASE VIEW

Engagement Methods

Engagement about significant decisions is characterised by being planned and should include feedback to the community. Methods include:

- Publishing a written consultation or survey
- Holding local meetings
- Holding site visit (s)
- Carrying out workshop (s) perhaps with a facilitator
- Collaborating with the community to co-design a project

PLEASE VIEW

At least three months in advance of the planned change.

At least three months in advance of the planned change.

Within six weeks of the end of the consultation period or of feedback being received unless otherwise agreed.

Within six weeks of the end of the consultation period or of feedback from a community consultation exercise being received.

Where plans to significantly alter an aspect of land management or use can be reasonably anticipated in advance, information about the proposed change should be publicly available at a stage when there is opportunity for the decision to be influenced.

Where decisions about land use or management may have a significant impact, people making them should explain how views from the community have been taken into account in their decision making process.

Recommended timescale –
We recognise that these may not always be applicable in every circumstance, and that where necessary, alternative timescales may be appropriate and agreed by the relevant parties.

A range of tools and information can be found at:
www.landcommission.gov.scot
www.gov.scot/policies/land-reform

Polly Estates Ltd.
Inverpolly
Ullapool
Ross-shire
IV26 2YB
Email: info@inverpolly.com
[REDACTED]

The Press Release “The Eise Brachaidh Revival” circulated on 14th August describes a massive conservation project at the very heart of Assynt. It purports to be an exemplar of good practice, but there has been no consultation whatsoever on this initiative which plans to put almost 12 miles of deer fence right in the heart of our most important landscape area. The justification for the project is to protect a wide range of designated habitats, but the majority of these are at Favourable or Recovering condition already, and it is not clear that such a fence is necessary.

The Australian landowners with Perth based conservation organization Woodland Trust Scotland have developed a £420,000 project with Scottish Natural Heritage behind closed doors under the cover of COVID lockdown, to be implemented in two weeks’ time in the middle of a global pandemic, and neighbouring landowners and crofters are expected to clear up the mess with no opportunity to input in advance. There is no transparency or due process involved, and all those organizations charged with protecting landscape, bird life, archaeology, access, deer management and local community interests appear to have been bypassed in the rush to spend this money. Scottish Natural Heritage (SNH) appear to have sanctioned and funded a huge project without any due diligence or analysis, and have therefore created a huge conflict of interest for themselves, and are risking reputational damage for all those involved.

Any initiative or inward investment to improve our natural heritage must be encouraged in this area, but people locally need to have a voice, and direct neighbours must be given the time and space to consider how this is best implemented.

This project needs to be put on hold so that it can be properly considered and amended. As it stands, the local community are only being given a few days to respond, and that is not right.

[REDACTED]
Chair, Coigach- South Assynt Deer Group and Inverpolly Estate.

Inverpolly Estate

INFORMATION NOTE WITH REGARDS TO FENCED ENCLOSURE ON EISG BRACHAIDH

CONFIDENTIAL

Eisg Brachaidh map to accompany WMO commentary 4 June 2019



© Crown copyright and database rights [2019] Ordnance Survey 100017908
© Scottish Natural Heritage, © Scottish Office, © Scottish Executive, © General Register Office (Scotland),
© Scottish Rights of Way Society, © Forest Enterprise, © Forestry Commission, SSNW, © Highland Birchwoods,
Some features of this map are based on digital spatial data licensed from the Centre for Ecology and Hydrology
© NERC (CEN) Defra and Met Office
© Crown Copyright, © The James Hutton Institute, Ordnance Survey



[Redacted] : Native Woodland Advice

Office: 01887 8 [Redacted] Mobile: [Redacted] Email: [Redacted]@nativewoods.co.uk

The Native Woods Co-operative (Scotland) Ltd is a non profit distributing organisation dedicated to managing and expanding Scotland's native woodlands. We offer specialist advice and management services to landowners and agents throughout the country.



Background

This short report has been prepared for Inverpolly Estate with regards to proposals to completely deer fence the neighbouring property of Eisg Brachaidh (EB), to the South of Lochinver. This report is **CONFIDENTIAL** to the owners of Inverpolly initially, but it is expected that it will be shared with neighbours, including EB, and Scottish Natural Heritage (SNH), and it has been written with this purpose in mind.

Inverpolly is the agricultural tenant at EB, and [REDACTED] is also the Chair of the Coigach- South Assynt Deer Management Group as well as being an adjacent landowner, and has an interest in the proposal from each of these perspectives.

The EB proposal is to reduce browsing pressure across their property to restore a range of habitats including native woodland, most of which are designated at SSSI and SAC level. They have received funding from the SNH Biodiversity Challenge Fund and from the Woodland Trust for Scotland and CALLP (Coigach & Assynt Local Landscape Partnership). The Woodland Trust are managing the project, and it is put forward as an exemplar of habitat restoration in Scotland.

The project is a very significant proposal at the local level, but there has been very little substantive consultation on it to date, if any, and this is likely to lead to very significant problems going forwards. This is not acceptable for a project now confirmed as receiving £420,000 in public funding, and falls well short of all recommended guidelines for communication with community interests. The purpose of this report is to articulate the concerns surrounding this project, and to recommend some actions that need to be implemented so that we get a scheme that has a reasonable chance of success and which others can work around without detriment to their own interests.

My knowledge of the area comes from preparing the Deer Management Plan (DMP) for the Coigach- South Assynt Deer Management Group (C-SA DMG), covering the period 2018- 2023. Background to this plan can be found at:

<http://wsutherlanddmg.deer-management.co.uk/deer-management/deer-management-plan-south-area-sub-group/>

The Current C-SA Deer Management Plan

The C-SA DMP was set up to cover the period 2018-23. It was recognized when producing this that a significant project might well be forthcoming on EB within the period of the plan, but there was little information or discussion at the time on what that might look like, and at the time, there did not appear to be a straightforward fit with the Forestry Grant Scheme, which would have been the expected funding mechanism.

The most significant public interest within the area was the management of designated sites, particularly the Inverpolly SSSI/ SAC which dominates the area and contains by far the greatest number of designated features. The designated sites cover the greater part of EB. Inverpolly has been the focus of conservation activity for over 40 years, and has until very recently been subject to a Section 7 voluntary control scheme to oversee deer numbers. This scheme was generally held to be very successful, in that it has delivered fairly steady deer populations and culls, and most of the broad suite of habitats except native woodland are in favourable or recovering condition. At around 4.5 deer per square km, the C- SA area has one of the lowest

deer densities in Scotland. SNH has been struggling to fund such schemes for a number of years now, and a S7 agreement is no longer in place.

The previous S7 agreement meant that SNH were effectively running the C- SA DMG, or at least part of it, and the Group as a whole suffered because of this, not having much in the way of capacity themselves, and this was the major weakness identified within the Group when drawing up the DMP. There now appears to be funding available through CALLP to cover secretarial expenses and habitat surveying, and that this has indeed been drawn down and has improved the running of the group.

In terms of designated habitats and appropriate deer densities, there was a strong consensus during the DMP process that except for native woodland, deer densities were appropriate for the broad suite of other habitats which dominated by far the greater part of the area, and this was agreed by SNH at the time, and confirmed again in summer 2020. The broad thrust of the DMP was therefore to maintain a generally stable deer population, and the culls implemented through to 2019-20 suggest that deer numbers should be the same or possibly slightly lower than they were when the plan was drawn up. There have been increased culls on neighbouring DMG areas, along with at least one year of higher mortality and very low recruitment in Sutherland more generally, so the chances that the C-SA deer population might have increased from the 2016 count would be very low indeed.

The problem of assessing the native woodland

Within the Inverpolly SSSI/ SAC area, which includes EB, the native woodland is designated as both an upland birch woodland and an upland western acidic oak woodland. As with the Ardvar woodlands to the north, the oak feature is extremely poor in terms of tree and shrub species which are absent from all but a small proportion of the area. It cannot and will not function naturally as an oak wood, even if browsing levels are reduced. A seed source for the main tree and shrub species is simply not there. At Ardvar, an independent consultant report has recommended that the oak woodland feature is inappropriate to the greater part of the site, and this is likely to be the case within the Inverpolly SAC as well.

As such, it is only fair to consider the native woodland here as an upland birch woodland, which may have a small proportion of other native species within it, and set expectations on that basis. The condition of the native woodlands should therefore be judged by the amount and extent of downy birch regeneration present.

Making an assessment of the condition of the native woodland within the Inverpolly SSSI/ SAC is extremely difficult. Native woodland is extremely fragmented across the area, composed of a series of largely separate and isolated woodland areas, interspersed with open ground habitats. The swathe of woodland that extends across EB and the western part of Inverpolly, extended in to non designated woodland further north, is the only significant area of broadleaved woodland within the area. The other woods are all very small.

On one hand, and despite the fairly low average deer density, many of these small woodlands are very obviously highly impacted with no regeneration and poor ground vegetation. On the other, there have been many enclosures covering the woodland area which have included some planting, others are planned going forwards, and the Native Woods of Scotland Survey (NWSS) shows several areas at low or medium impacts, including some areas which are not fenced.

The problem with assessing these woodland features is how to give an overall summary when there is mixed evidence available as to current condition, but good intent on the part of the owners has clearly been demonstrated in the past.

The Eisg Brachaidh woodland

The EB woodland area is difficult to assess as well, despite being much bigger. There clearly is regeneration present along the coastline, near the road, on steeper ground that is difficult for animals to access, and within areas of gorse which are fairly extensive in areas and which provide good protection for young trees. There are areas of birch regeneration elsewhere around the complex of woodlands, a proportion of which has got away or is likely to in the future. There is regeneration within the small number of enclosures. Looking more widely at the woodland, there are clearly younger cohorts of trees which have become successfully established in the past. It would not be appropriate to describe the woodland as only having older trees. This is clearly not the case, and in this regard, the Press release produced by Woodland Trust Scotland misrepresents the current status of the site by clearly stating that there are no young trees, and that the older trees are rapidly dying out.

There is a very clear parallel here with when SNH issued a Press Release in 2016 which misrepresented the position on the Assynt peninsula to the north, and greatly angered the local population there. The position with the woods here on EB is not quite so obvious, but a clear statement that there is no regeneration and the trees are dying out is more of a campaign message and bears little basis in reality. As a statement made with clear conviction and no ambiguity, it can easily be shown to be false.

There are some areas of mature trees and areas which are obviously in decline without signs of regeneration around them, but this is only a proportion of the total. There are extensive areas of dry heath around some of the remnants which you might expect birch regeneration to be spreading on to, but no such regeneration is present. There are some examples of non- birch species regenerating, but these are extremely limited. In part, this will be a function of the limited seed source, but a greater proportion of willow and possibly hazel would certainly be forthcoming with a sympathetic browsing regime.

An important feature of the EB woodlands is the extensive fire that occurred within them around eight years ago. This clearly took out a large swathe of trees of a younger cohort, and there will undoubtedly have been regeneration within this as well. A side effect of this fire is that regrowth of ground vegetation has made it extremely attractive to deer in the years afterwards, bringing more browsing pressure in to the area more generally, and undoubtedly, the last few years will have seen browsing pressure at higher levels than might have previously have been the case.

When drawing up the DMP previously, I had seen this mixed evidence within the EB woodlands, and was trying to decide whether to be more or less optimistic about how the woodland area was developing, and whether the balance was positive or negative. This is obviously a subjective thought process, but my conclusion at the time was that the fire damage tilted the balance towards a more pessimistic outlook, and that some sort of intervention would be required, either fencing or targeted deer control.

Suitable management of the EB woodlands is therefore both necessary, and beneficial to any assessment of the native woodlands in south Assynt in general.

The question is, *"Is what is proposed the answer?"*

The Current Proposals

DMG members have been aware of the general intention to do something within the EB woodlands for some time, and EB have also had extensive discussions with Inverpollly regarding the possible resumption of around 40 hectares of ground from their leased area.

The proposal to fence the entire property has only been known from this summer, there has been no involvement of the deer group, and the project has been presented as a fait accompli which will begin shortly. Help has been offered to help deal with practical issues arising, but there has been no substantive consultation, and this is where the problem is.

The broad swathe of woodlands in the NW of the DMG area, with EB at its heart, will be one of the most valuable areas for deer shelter and feeding, and will be used proportionately more than the open ground dominating most of the group. The deer issues will certainly be very significant, and these are covered below, but it is not apparent how a range of other issues have been considered either, if indeed they have. These mostly relate to the fence itself.

The fence itself

A twelve mile fence within south Assynt is a very significant issue in itself. While there are a number of fenced enclosures within the area, few of these are visible. This fence is much larger, by several orders of magnitude. It will lie within an important landscape area, and an assessment of the visual impact of this will need to be made. It is not apparent that this has been done. It is difficult to see how a range of national access organizations would not object to this proposal. While the fence is not going near the high mountains, the lochs of Assynt are very popular for fishing and walking and camping, and it is the open, unrestricted landscape that people value.

The proposed fenceline is very conspicuous in that a very high proportion of the length is next to lochs, watercourses or the sea, much of which is designated. It is likely that this will channel deer in to the narrow riparian zone outwith the fence, and this can only have negative consequences, potentially tracking or trampling this sensitive zone, and possibly facilitating predator access which could further damage protected bird species. The presence of so much fencing in proximity to water bodies in itself should trigger the need for an Environment Impact Assessment, as both the water bodies and the riparian zone around them are protected at both SSSI and SAC levels, as well as the breeding bird life they sustain. Fences are most usually considered as a risk of bird strike in relation to ground nesting black grouse and capercaillie, but it might be expected that extensive fencing within an area of sensitive hill lochs would become a similar problem, particularly as some of the bird species will be migratory. It is understood that there is fishing let alongside the River Kirkaig, and inappropriate fencing could well be detrimental to the amenity and hence the value of fishing activity in that area.

The fence proposed could well cost £300- 350,000 or more for its installation alone, with ongoing maintenance costs. It is not clear to me that such a fence is actually required.

Deer Issues

The local deer group have not been consulted, and no analysis of the proposal has been undertaken. Removing such a sheltered area from the deer range will have a significant impact on the C- SA open range deer population, and this needs to be properly assessed in advance, not as an afterthought. There will be welfare issues, increased trampling risk and economic impact considerations to be analysed. Deer are likely to be diverted on to the grazings at Inverkirkaig, and further on in to Lochinver where there already is an issue that needs to be addressed. This can only exacerbate that.

It is proposed that a population of deer is retained within the 2000 ha enclosure, but a small number of deer kept within an enclosure can often create more damage than a larger number which have the freedom to come and go as they please. The woods of Assynt appear to hold significant numbers of deer in winter, sometimes up to 20 per sq km or more, with flies and midges forcing them out on to the higher tops in summer. Stopping them from moving as they naturally would is going to create welfare issues, and stressed deer will respond to this by damaging more trees. There are few, if any, publicly funded enclosures in Scotland where regeneration is desired and deer are actively retained within them. The desired density is usually zero, even if this is not actually achieved, particularly with sika deer and roe within the area as well.

The lack of consultation

If this was a Forestry Grant Scheme (FGS) application, a full range of biodiversity, access, archaeology, deer and local community interests would need to be consulted, and almost certainly, a full Environmental Impact Assessment would be required, given the range of potential impacts within a highly designated area.

This proposal is highly unusual in that funding has apparently been obtained from another public source, but an EIA will still be required, and it is difficult to see how many of these issues could be successfully accommodated.

There has been a tendency in Scotland in recent years for ambitious conservation projects to be taken forwards without any local input on important issues, and this has been exacerbated by the Deer Working Group report which downplays the importance of collaboration, community engagement or deer management groups.

It may be that consultation has taken place on some of the issues above, but none of this appears to be in the public domain. The full public investment in the scheme is listed through a Press Release at £420,000, funded largely by SNH at a time when they have no money for even most of their routine work which they are having to cut back on.

In my opinion, trying to take forward such a proposal without obvious consultation of any significant sort risks very serious reputational damage to all those concerned. For this reason alone, the timeline needs to be re- considered, and the project developed properly.

The particular role of SNH

It appears that SNH have made available a very significant amount of funding for this project, making them a significant project partner, and implying that this is the sort of project and approach that they wish to be associated with. In their regulatory role, SNH will have to oversee any deer related issues created by their own actions, but there is no evidence that any of this was considered before money was allocated, in the way that Scottish Forestry are required to do. To me, it appears that SNH have created a conflict of interest for themselves, and in not considering deer related issues in particular at the outset, they especially are risking reputational damage for themselves.

Is the fence required?

This is the key question.

The rationale for the project says the objective is to reduce grazing and browsing to improve a broad range of habitats, implying all are currently being negatively impacted, but the majority of designated habitats are in Favourable or Recovering condition already, with the exception of the native woodlands. SNH confirm that this is the situation in summer 2020. The signature habitat within the area is blanket bog, and this is recovering across the area, and fencing may well risk trampling and tracking damage to bogs alongside side it. The most dominant habitat is wet heath, at Favourable condition already. The dry heath is at Unfavourable status (assessed 2004), but it is not readily apparent if any such impacted areas are within EB. Any dry heath areas around the woodland resource will certainly regenerate with trees if browsing is reduced. Paradoxically, this will also downgrade the dry heath to Unfavourable status unless the assessment processes are changed.

There is no evidence that open ground habitats require to be fenced, and that the S7 process was already delivering the necessary condition.

The fence really only therefore applies to the native woodlands, and these could be enclosed by a much smaller enclosure than proposed, or possibly a number of smaller enclosures. The question, which is admittedly subjective, is whether a fence is required? A better consultation would inform this decision more effectively.

There is good evidence elsewhere in Assynt that birch regeneration can be achieved by deer control alone if the area concerned is of a significant enough size, and if pressure can be applied in the spring months when regeneration is most vulnerable.

There is certainly a big enough area of trees on EB to consider a deer management approach without any fences. Out of Season authorizations would certainly be required for the spring months to deter stags in particular, and this would put pressure on that resource, but the likelihood is that an enclosure would have a much larger overall effect. The advantage that EB would have over Ardvär is that they seem to have a much larger area of dry heath around their woodlands, which is more likely to regenerate, particularly if the ground could be scarified by trampling with cattle in the autumn and early winter months, as the EB proposal suggests. For many areas in Scotland, a deer management only approach would not be practicable, but there is certainly enough at EB to suggest that it could work well if the main objective was a significant increase in downy birch regeneration. Targeted but possibly modest deer control measures combined with cattle trampling/ scarifying would produce the best response, with the latter probably being the more important

if that can be delivered. The larger the area that can be generated, the more likely it is to get away.

Many people in Scotland will be confused as to why environmental NGOs and SNH are moving directly to a huge fenced scheme to deliver regeneration in an area where fencing may not be required, when they have spent many years campaigning for more regeneration through deer reductions. No proper evaluation of the options has been carried out here. In terms of the damaging effects of fences, it would be difficult to envisage a more inappropriate location for what is proposed.

Targeted deer control is unlikely to produce much in the way of oak regeneration when so little seed supply is available. It may be appropriate to create a number of smaller enclosures on suitable ground and produce a future seed source to supplement whatever birch regeneration that can be achieved.

The effect of the recent fire will shortly begin to fall away as well, with vegetation becoming less attractive to deer again as it gets older, and this is likely to reduce impact levels within the area, meaning that achieving more regeneration might then become easier than is currently apparent.

Economic Appraisal

Within the DMG assessment process, there is a requirement that the economic effect of significant changes in management be quantified. The methodology is highly complex and probably unworkable in most areas, but this is a very significant scheme, SNH have seen fit to fund it, and I would argue that SNH now have a moral duty to conduct an economic appraisal of the project according to their own methodology, or insist that the project managers do this. As the DMG has not been consulted, it would not be appropriate to expect them to do this.

Timing

There is a suggestion that these works will begin in September, and be complete by February 2021. It is not possible for a DMG to assess a project and deliver mitigating culls in such a short time period, and it also risks significant welfare problems or displacement of more deer in to crofting areas or in to Lochinver.

Deer management activities have also been very significantly disrupted because of the current pandemic, and this could happen again over the winter, with activity possibly not being allowed again or with no markets for venison.

It would be better to postpone the project for a year and provide for more time for consultation and delivery of any mitigating actions.

Questions

I would ask the following questions:

- 1 Who has been consulted on this proposal?
- 2 What information was used to secure funding?
- 3 Has an Environmental Impact Assessment been undertaken or scoped out?
- 4 What is the proposed deer density within the enclosure?
- 5 What is the anticipated density then outside the enclosure?
- 6 Have habitat impact assessments been undertaken on open ground habitats within the area as part of the development of this plan? If not, how does the project justify saying that they are in poor condition when the accepted position is that this is not the case?
- 7 Has HIA been conducted within the woodland area, regeneration quantified, or age profiles created? If not, how is the suggestion that the wood is dying off in places justified?

Recommendations

- 1 This project, as described, will not become an exemplar of good practice. Quite the opposite, and there is likely to be very significant reputational damage on the back of it. It is not wise to present it as such.
- 2 There needs to be a proper consultation from the outset, and an extensive Environmental Impact Assessment will be required.
- 3 The rationale noted in the proposed Woodland Trust press statement does not accurately describe the site, and overstates the environmental damage that requires to be restored. It reads like a campaign document which might convince an interested outsider, but which is not persuasive to a more local land management and practical or community audience. Such a Press Release is likely to be counterproductive if issued. (I note that PR has now been circulated, and it will therefore be important to put on record an alternative view).
- 4 It appears to me that a very much smaller enclosure focused only on the woodlands would suffice if this is deemed necessary, or possibly a combination of smaller enclosures. The eastern half of the proposed enclosure is almost certainly unnecessary, and this is where the negative impacts are most likely to be.
- 5 My own instinct is that a targeted deer management effort would work more effectively, and would eliminate the cost and negative environmental impacts of a fence through such sensitive landscapes. The maintenance costs alone would be very high. If funding is available, it would be better spent in supporting and improving current deer management activities and monitoring, and that would deliver benefits to the wider south Assynt area beyond EB. Authorizations for out of season culling would be required, combined with focused cattle grazing and regular monitoring. Small enclosures to help secure a seed source of non- birch species may also be beneficial, especially for building an oak resource.
- 6 The C- SA deer plan needs to be re- drafted to accommodate the new situation, irrespective of whether the fencing or deer management approach is followed.
- 7 An upgraded deer plan needs to consider the cumulative impact of a scheme here in combination with changes within North Ross and possibly also the Assynt Peninsula, as well as any other significant changes in land use which might happen in the coming five years.
- 8 The best long term approach would be best informed by undertaking an economic appraisal of the two options, and SNH need to insist on this as a condition of funding from project management. This would test their own methodology and see whether it was fit for purpose.
- 9 There also needs to be a risk assessment on future wildfire events within the area, as this has significant implications for a publicly funded fenceline.
- 10 Information on a current assessment of the woodland area needs to be provided, so that the current situation can be more readily understood. This may or may not be available.
- 11 If a significant enclosure is agreed, the DMG should look to facilitate the opening up of an equivalent area of woodland elsewhere in the group, encouraging support for the FGS removal of fences if required to deliver this. Taking away old redundant fences within the Assynt landscape on a risk-assessed basis would be a much better use of the significant available funding than what is being proposed.

Sharon Phipps

Subject: RE: Eisg Brachaidh woodland project

The Eisg Brachaidh Revival

An exciting initiative to restore woodland, heath and peatland across the 2000ha Eisg Brachaidh Estate has secured more than £420,000 thanks to support from the Scottish Natural Heritage Biodiversity Challenge Fund and Woodland Trust Scotland. Further funding is also being sought from Coigach & Assynt Living Landscape Partnership (CALLP) Scheme funded by the National Lottery Heritage Fund (NLHF).

The Eisg Brachaidh project area forms part of the Inverpolly Site of Special Scientific Interest (SSSI) and Special Area of Conservation (SAC).

The project aims to restore a range of habitats including saving irreplaceable old woodland remnants and improving the condition of heathland communities on this part of the Inverpolly SAC.

Key to its success is reducing grazing pressure from deer. There are no young trees growing on the Estate and the few mature trees that do remain are fading fast. Wet and dry heathland and bogs are also suffering from over browsing and trampling. We need to act now to stop further loss of woodland and help rare heathland and peatland habitats recover.

We plan do this by installing a deer fence around the estate boundary. Deer will remain within the fence but numbers will be kept at a sustainable level alongside continued cattle grazing. Cattle have a different grazing style from deer and it is this mix of grazing that's important to support natural habitat improvements.

Open public access will be maintained throughout the project with suitably placed gates, cattle grids and stiles.

We appreciate that when an area is fenced it can be difficult to predict the knock-on effect of deer movements in the surrounding area. These impacts can be managed however, and the project partners are committed to dealing with any problems that may arise for neighbours. The movement and number of deer will be monitored to help with this.

As lead partner for the CALLP woodland projects, Woodland Trust Scotland will be responsible for work on the ground in association with Eisg Brachaidh Estate under guidance from Scottish Natural Heritage regarding deer and designated habitats.

A non-profit making company limited by guarantee.

Registered in England No. 1982873.

Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.

<<http://www.woodlandtrust.org.uk>> <http://www.woodlandtrust.org.uk>

Sharon Phipps

From: [REDACTED]@nativewoods.co.uk
Sent: 17 August 2020 15:56
To: Francesca Osowska
Cc: [REDACTED]
Subject: SNH Funded project- Eisd Brachaidh Estate. South Assynt
Attachments: Inverpolly Press Release.docx; Information Note for Inverpolly Estate- August 2020.docx

Francesca,

SNH have recently awarded £420,000 or thereabouts to deer fence the above property which lies in Assynt, to the south of Lochinver. There has been no consultation on this project whatsoever, with two weeks of notice given before work begins in September. Woodland Trust Scotland are managing the project, and issued a Press Release on Friday, so we are having to respond to that.

I have been asked to help by [REDACTED] Inverpolly, who also chairs the local deer group, copied in here.

There is no process or transparency in any of this, and all those organizations involved are risking considerable reputational damage, including yourselves. The interesting aspect of this is that a fence may not be required in this situation at all. Some focused deer reduction may well suffice.

I am writing to yourself and Woodland Trust separately to ask that this project is put on hold until the situation is properly consulted on and analysed. In practice that might mean postponing it for a year, but a much better outcome will be achieved if this is done properly.

I hope that you can give this some of your attention. Attached is PR from [REDACTED] to the local papers, and a document from myself which sets out some background. A 12 mile deer fence in the middle of one of our most sensitive landscapes is not appropriate and is not necessary.

Regards,

[REDACTED]

[REDACTED]
Native Woodland Advice

Tel: 01887 [REDACTED]

Mob: [REDACTED]

The Native Woods Cooperative (Scotland) Ltd

www.nativewoods.co.uk

Registered Office: [REDACTED]

Sharon Phipps

From: Graham Boyle
Sent: 17 August 2020 16:57
To: Graeme Taylor
Cc: Jimmy Hyslop; Francesca Osowska
Subject: COR160189 Email from [REDACTED] re BCF SNH Funded project- Eisd Brachaidh Estate. South Assynt (A3287514)
Attachments: COR160189 Email from [REDACTED] re BCF SNH Funded project- Eisd Brachaidh Estate. South Assynt.obr

Hi Graeme

Francesca has received a complaint from a [REDACTED] regarding an BCF application in South Assynt. Jimmy suggested that you were dealing with communications and I'd be grateful if you could draft a response on Francesca's behalf and cc her once done.

Many thanks

Graham

Graham Boyle has sent you a link to "COR160189 Email from [REDACTED] re BCF SNH Funded project- Eisd Brachaidh Estate. South Assynt" (A3287514) from Objective.

Open in Navigator

Double click on the attachment

Open in Your Browser

Latest: <https://erdms.nature.scot:8643/id:A3287514/document/versions/latest>

Published: <https://erdms.nature.scot:8643/id:A3287514/document/versions/published>

Template release

You can use the media release template below for publicising your project and sharing with your local media. You should add in details such as your project's funding award value, its aims and location and a quote from your project's spokesperson.

Insert date here

Headline Nature fund's £INSERT AWARD VALUE HERE award to (INSERT PROJECT AIM HERE, SUCH AS 'protect threatened waders')

Paragraph 1: A project to **(ADD BRIEF DETAILS OF THE KEY AIMS OF YOUR PROJECT HERE)** is a recipient of the Scottish Government's Biodiversity Challenge Fund.

Paragraph 2: **(ADD NAME OF YOUR PROJECT HERE)** has been awarded **(INSERT FUNDING AWARD VALUE HERE)** to **(YOU CAN DESCRIBE THE MAIN 2-3 PROJECT ACTIVITIES HERE)** at **(YOU CAN ADD THE LOCATION(S) OF YOUR PROJECT)**. Investment in 'green recovery' is understood to be one cost effective way to help make our communities sustainable and more resilient, while driving inclusive economic development.

Paragraph 3: **(INSERT A QUOTE FROM YOUR PROJECT SPOKESPERSON HERE)**
They could describe why the work of your project is so important and the difference it will make to your local area, community and biodiversity.

Paragraph 4: The Biodiversity Challenge Fund specifically encourages applicants with innovative projects that improve biodiversity and address the impact of climate change, by increasing the resilience of our most at-risk habitats and species and creating large areas of brand new habitat.

Paragraph 5: **(NAME YOUR PROJECT HERE)** is one of 16 successful projects across Scotland announced in the second round of the £4 million Biodiversity Challenge Fund. The projects will take practical steps to improve natural habitats, safeguard plant and animal species and improve biodiversity.

Paragraph 6: The Biodiversity Challenge Fund adds to the many millions of pounds of Scottish Government funding delivered through the Scottish Rural Development Programme and other sources to support biodiversity and help to deliver Scotland's Biodiversity Strategy.

Paragraph 7: SNH Chief Executive, Francesca Osowska, said:

"As lockdown conditions lift, green recovery projects like the Biodiversity Challenge Fund put nature, and nature-based solutions, at the heart of rebuilding our economy.

"But it's not just about conservation - enriching our nature is also part of the solution to the climate emergency too. People know that climate change is a big issue but not as many know that biodiversity loss is also a global and generational threat to human well-being.

"Nature is at the heart of what we do, and we will continue to deliver the transformational change needed to bring a nature-rich, sustainable and more economically secure future for Scotland."

Paragraph 8: The Biodiversity Challenge Fund adds to the many millions of pounds of Scottish Government funding delivered through the Scottish Rural Development Programme and other sources to support biodiversity and help to deliver Scotland's Biodiversity Strategy.

Notes for editors

The aim of the Biodiversity Challenge Fund is to enable targeted action for priority habitats and species, accelerating efforts that will help Scotland meet its international biodiversity commitments. Creating a nature-rich future is an important part of our response to climate change.

Fulfilling commitments made in the 2018 & 2019 Programmes for Government to establish and then to extend a Biodiversity Challenge Fund, in summer 2019 Scottish Natural Heritage commenced administering investments of around £1.8 million to create and improve habitats for key species and encourage increased access to nature over the following 2 years. With a number of additional projects from the first round subsequently receiving funding offers (£0.8m), the latest announcement marks a boost to the total funding that has been made available to the Biodiversity Challenge Fund to just over £4m.

The fund is supporting projects that are:

- Ambitious and will make a demonstrable, and measurable, impact
- Seek to address the drivers of biodiversity change with action preferably focused on causes rather than symptoms
- Make connections on the ground and link actions and/ or projects, increasing resilience in those habitats and species most at risk.

Background

This short report has been prepared for Inverpolly Estate with regards to proposals to completely deer fence the neighbouring property of Eisg Brachaidh (EB), to the South of Lochinver. This report is **CONFIDENTIAL** to the owners of Inverpolly initially, but it is expected that it will be shared with neighbours, including EB, and Scottish Natural Heritage (SNH), and it has been written with this purpose in mind.

Inverpolly is the agricultural tenant at EB, and [REDACTED] is also the Chair of the Coigach- South Assynt Deer Management Group as well as being an adjacent landowner, and has an interest in the proposal from each of these perspectives.

The EB proposal is to reduce browsing pressure across their property to restore a range of habitats including native woodland, most of which are designated at SSSI and SAC level. They have received funding from the SNH Biodiversity Challenge Fund and from the Woodland Trust for Scotland and CALLP (Coigach & Assynt Local Landscape Partnership). The Woodland Trust are managing the project, and it is put forward as an exemplar of habitat restoration in Scotland.

The project is a very significant proposal at the local level, but there has been very little substantive consultation on it to date, if any, and this is likely to lead to very significant problems going forwards. This is not acceptable for a project now confirmed as receiving £420,000 in public funding, and falls well short of all recommended guidelines for communication with community interests. The purpose of this report is to articulate the concerns surrounding this project, and to recommend some actions that need to be implemented so that we get a scheme that has a reasonable chance of success and which others can work around without detriment to their own interests.

My knowledge of the area comes from preparing the Deer Management Plan (DMP) for the Coigach- South Assynt Deer Management Group (C-SA DMG), covering the period 2018- 2023. Background to this plan can be found at:

<http://wsutherlanddmg.deer-management.co.uk/deer-management/deer-management-plan-south-area-sub-group/>

The Current C-SA Deer Management Plan

The C-SA DMP was set up to cover the period 2018-23. It was recognized when producing this that a significant project might well be forthcoming on EB within the period of the plan, but there was little information or discussion at the time on what that might look like, and at the time, there did not appear to be a straightforward fit with the Forestry Grant Scheme, which would have been the expected funding mechanism.

The most significant public interest within the area was the management of designated sites, particularly the Inverpolly SSSI/ SAC which dominates the area and contains by far the greatest number of designated features. The designated sites cover the greater part of EB. Inverpolly has been the focus of conservation activity for over 40 years, and has until very recently been subject to a Section 7 voluntary control scheme to oversee deer numbers. This scheme was generally held to be very successful, in that it has delivered fairly steady deer populations and culls, and most of the broad suite of habitats except native woodland are in favourable or recovering condition. At around 4.5 deer per square km, the C- SA area has one of the lowest

deer densities in Scotland. SNH has been struggling to fund such schemes for a number of years now, and a S7 agreement is no longer in place.

The previous S7 agreement meant that SNH were effectively running the C- SA DMG, or at least part of it, and the Group as a whole suffered because of this, not having much in the way of capacity themselves, and this was the major weakness identified within the Group when drawing up the DMP. There now appears to be funding available through CALLP to cover secretarial expenses and habitat surveying, and that this has indeed been drawn down and has improved the running of the group.

In terms of designated habitats and appropriate deer densities, there was a strong consensus during the DMP process that except for native woodland, deer densities were appropriate for the broad suite of other habitats which dominated by far the greater part of the area, and this was agreed by SNH at the time, and confirmed again in summer 2020. The broad thrust of the DMP was therefore to maintain a generally stable deer population, and the culls implemented through to 2019-20 suggest that deer numbers should be the same or possibly slightly lower than they were when the plan was drawn up. There have been increased culls on neighbouring DMG areas, along with at least one year of higher mortality and very low recruitment in Sutherland more generally, so the chances that the C-SA deer population might have increased from the 2016 count would be very low indeed.

The problem of assessing the native woodland

Within the Inverpolly SSSI/ SAC area, which includes EB, the native woodland is designated as both an upland birch woodland and an upland western acidic oak woodland. As with the Ardvar woodlands to the north, the oak feature is extremely poor in terms of tree and shrub species which are absent from all but a small proportion of the area. It cannot and will not function naturally as an oak wood, even if browsing levels are reduced. A seed source for the main tree and shrub species is simply not there. At Ardvar, an independent consultant report has recommended that the oak woodland feature is inappropriate to the greater part of the site, and this is likely to be the case within the Inverpolly SAC as well.

As such, it is only fair to consider the native woodland here as an upland birch woodland, which may have a small proportion of other native species within it, and set expectations on that basis. The condition of the native woodlands should therefore be judged by the amount and extent of downy birch regeneration present.

Making an assessment of the condition of the native woodland within the Inverpolly SSSI/ SAC is extremely difficult. Native woodland is extremely fragmented across the area, composed of a series of largely separate and isolated woodland areas, interspersed with open ground habitats. The swathe of woodland that extends across EB and the western part of Inverpolly, extended in to non designated woodland further north, is the only significant area of broadleaved woodland within the area. The other woods are all very small.

On one hand, and despite the fairly low average deer density, many of these small woodlands are very obviously highly impacted with no regeneration and poor ground vegetation. On the other, there have been many enclosures covering the woodland area which have included some planting, others are planned going forwards, and the Native Woods of Scotland Survey (NWSS) shows several areas at low or medium impacts, including some areas which are not fenced.

The problem with assessing these woodland features is how to give an overall summary when there is mixed evidence available as to current condition, but good intent on the part of the owners has clearly been demonstrated in the past.

The Eisg Brachaidh woodland

The EB woodland area is difficult to assess as well, despite being much bigger. There clearly is regeneration present along the coastline, near the road, on steeper ground that is difficult for animals to access, and within areas of gorse which are fairly extensive in areas and which provide good protection for young trees. There are areas of birch regeneration elsewhere around the complex of woodlands, a proportion of which has got away or is likely to in the future. There is regeneration within the small number of enclosures. Looking more widely at the woodland, there are clearly younger cohorts of trees which have become successfully established in the past. It would not be appropriate to describe the woodland as only having older trees. This is clearly not the case, and in this regard, the Press release produced by Woodland Trust Scotland misrepresents the current status of the site by clearly stating that there are no young trees, and that the older trees are rapidly dying out.

There is a very clear parallel here with when SNH issued a Press Release in 2016 which misrepresented the position on the Assynt peninsula to the north, and greatly angered the local population there. The position with the woods here on EB is not quite so obvious, but a clear statement that there is no regeneration and the trees are dying out is more of a campaign message and bears little basis in reality. As a statement made with clear conviction and no ambiguity, it can easily be shown to be false.

There are some areas of mature trees and areas which are obviously in decline without signs of regeneration around them, but this is only a proportion of the total. There are extensive areas of dry heath around some of the remnants which you might expect birch regeneration to be spreading on to, but no such regeneration is present. There are some examples of non- birch species regenerating, but these are extremely limited. In part, this will be a function of the limited seed source, but a greater proportion of willow and possibly hazel would certainly be forthcoming with a sympathetic browsing regime.

An important feature of the EB woodlands is the extensive fire that occurred within them around eight years ago. This clearly took out a large swathe of trees of a younger cohort, and there will undoubtedly have been regeneration within this as well. A side effect of this fire is that regrowth of ground vegetation has made it extremely attractive to deer in the years afterwards, bringing more browsing pressure in to the area more generally, and undoubtedly, the last few years will have seen browsing pressure at higher levels than might have previously have been the case.

When drawing up the DMP previously, I had seen this mixed evidence within the EB woodlands, and was trying to decide whether to be more or less optimistic about how the woodland area was developing, and whether the balance was positive or negative. This is obviously a subjective thought process, but my conclusion at the time was that the fire damage tilted the balance towards a more pessimistic outlook, and that some sort of intervention would be required, either fencing or targeted deer control.

Suitable management of the EB woodlands is therefore both necessary, and beneficial to any assessment of the native woodlands in south Assynt in general.

The question is, *"Is what is proposed the answer?"*

The Current Proposals

DMG members have been aware of the general intention to do something within the EB woodlands for some time, and EB have also had extensive discussions with Inverpolly regarding the possible resumption of around 40 hectares of ground from their leased area.

The proposal to fence the entire property has only been known from this summer, there has been no involvement of the deer group, and the project has been presented as a fait accompli which will begin shortly. Help has been offered to help deal with practical issues arising, but there has been no substantive consultation, and this is where the problem is.

The broad swathe of woodlands in the NW of the DMG area, with EB at its heart, will be one of the most valuable areas for deer shelter and feeding, and will be used proportionately more than the open ground dominating most of the group. The deer issues will certainly be very significant, and these are covered below, but it is not apparent how a range of other issues have been considered either, if indeed they have. These mostly relate to the fence itself.

The fence itself

A twelve mile fence within south Assynt is a very significant issue in itself. While there are a number of fenced enclosures within the area, few of these are visible. This fence is much larger, by several orders of magnitude. It will lie within an important landscape area, and an assessment of the visual impact of this will need to be made. It is not apparent that this has been done. It is difficult to see how a range of national access organizations would not object to this proposal. While the fence is not going near the high mountains, the lochs of Assynt are very popular for fishing and walking and camping, and it is the open, unrestricted landscape that people value.

The proposed fenceline is very conspicuous in that a very high proportion of the length is next to lochs, watercourses or the sea, much of which is designated. It is likely that this will channel deer in to the narrow riparian zone outwith the fence, and this can only have negative consequences, potentially tracking or trampling this sensitive zone, and possibly facilitating predator access which could further damage protected bird species. The presence of so much fencing in proximity to water bodies in itself should trigger the need for an Environment Impact Assessment, as both the water bodies and the riparian zone around them are protected at both SSSI and SAC levels, as well as the breeding bird life they sustain. Fences are most usually considered as a risk of bird strike in relation to ground nesting black grouse and capercaillie, but it might be expected that extensive fencing within an area of sensitive hill lochs would become a similar problem, particularly as some of the bird species will be migratory. It is understood that there is fishing let alongside the River Kirkaig, and inappropriate fencing could well be detrimental to the amenity and hence the value of fishing activity in that area.

The fence proposed could well cost £300- 350,000 or more for its installation alone, with ongoing maintenance costs. It is not clear to me that such a fence is actually required.

Deer Issues

The local deer group have not been consulted, and no analysis of the proposal has been undertaken. Removing such a sheltered area from the deer range will have a significant impact on the C- SA open range deer population, and this needs to be properly assessed in advance, not as an afterthought. There will be welfare issues, increased trampling risk and economic impact considerations to be analysed. Deer are likely to be diverted on to the grazings at Inverkirkaig, and further on in to Lochinver where there already is an issue that needs to be addressed. This can only exacerbate that.

It is proposed that a population of deer is retained within the 2000 ha enclosure, but a small number of deer kept within an enclosure can often create more damage than a larger number which have the freedom to come and go as they please. The woods of Assynt appear to hold significant numbers of deer in winter, sometimes up to 20 per sq km or more, with flies and midges forcing them out on to the higher tops in summer. Stopping them from moving as they naturally would is going to create welfare issues, and stressed deer will respond to this by damaging more trees. There are few, if any, publicly funded enclosures in Scotland where regeneration is desired and deer are actively retained within them. The desired density is usually zero, even if this is not actually achieved, particularly with sika deer and roe within the area as well.

The lack of consultation

If this was a Forestry Grant Scheme (FGS) application, a full range of biodiversity, access, archaeology, deer and local community interests would need to be consulted, and almost certainly, a full Environmental Impact Assessment would be required, given the range of potential impacts within a highly designated area.

This proposal is highly unusual in that funding has apparently been obtained from another public source, but an EIA will still be required, and it is difficult to see how many of these issues could be successfully accommodated.

There has been a tendency in Scotland in recent years for ambitious conservation projects to be taken forwards without any local input on important issues, and this has been exacerbated by the Deer Working Group report which downplays the importance of collaboration, community engagement or deer management groups.

It may be that consultation has taken place on some of the issues above, but none of this appears to be in the public domain. The full public investment in the scheme is listed through a Press Release at £420,000, funded largely by SNH at a time when they have no money for even most of their routine work which they are having to cut back on.

In my opinion, trying to take forward such a proposal without obvious consultation of any significant sort risks very serious reputational damage to all those concerned. For this reason alone, the timeline needs to be re- considered, and the project developed properly.

The particular role of SNH

It appears that SNH have made available a very significant amount of funding for this project, making them a significant project partner, and implying that this is the sort of project and approach that they wish to be associated with. In their regulatory role, SNH will have to oversee any deer related issues created by their own actions, but there is no evidence that any of this was considered before money was allocated, in the way that Scottish Forestry are required to do. To me, it appears that SNH have created a conflict of interest for themselves, and in not considering deer related issues in particular at the outset, they especially are risking reputational damage for themselves.

Is the fence required?

This is the key question.

The rationale for the project says the objective is to reduce grazing and browsing to improve a broad range of habitats, implying all are currently being negatively impacted, but the majority of designated habitats are in Favourable or Recovering condition already, with the exception of the native woodlands. SNH confirm that this is the situation in summer 2020. The signature habitat within the area is blanket bog, and this is recovering across the area, and fencing may well risk trampling and tracking damage to bogs alongside side it. The most dominant habitat is wet heath, at Favourable condition already. The dry heath is at Unfavourable status (assessed 2004), but it is not readily apparent if any such impacted areas are within EB. Any dry heath areas around the woodland resource will certainly regenerate with trees if browsing is reduced. Paradoxically, this will also downgrade the dry heath to Unfavourable status unless the assessment processes are changed.

There is no evidence that open ground habitats require to be fenced, and that the S7 process was already delivering the necessary condition.

The fence really only therefore applies to the native woodlands, and these could be enclosed by a much smaller enclosure than proposed, or possibly a number of smaller enclosures. The question, which is admittedly subjective, is whether a fence is required? A better consultation would inform this decision more effectively.

There is good evidence elsewhere in Assynt that birch regeneration can be achieved by deer control alone if the area concerned is of a significant enough size, and if pressure can be applied in the spring months when regeneration is most vulnerable.

There is certainly a big enough area of trees on EB to consider a deer management approach without any fences. Out of Season authorizations would certainly be required for the spring months to deter stags in particular, and this would put pressure on that resource, but the likelihood is that an enclosure would have a much larger overall effect. The advantage that EB would have over Ardvär is that they seem to have a much larger area of dry heath around their woodlands, which is more likely to regenerate, particularly if the ground could be scarified by trampling with cattle in the autumn and early winter months, as the EB proposal suggests. For many areas in Scotland, a deer management only approach would not be practicable, but there is certainly enough at EB to suggest that it could work well if the main objective was a significant increase in downy birch regeneration. Targeted but possibly modest deer control measures combined with cattle trampling/ scarifying would produce the best response, with the latter probably being the more important

if that can be delivered. The larger the area that can be generated, the more likely it is to get away.

Many people in Scotland will be confused as to why environmental NGOs and SNH are moving directly to a huge fenced scheme to deliver regeneration in an area where fencing may not be required, when they have spent many years campaigning for more regeneration through deer reductions. No proper evaluation of the options has been carried out here. In terms of the damaging effects of fences, it would be difficult to envisage a more inappropriate location for what is proposed.

Targeted deer control is unlikely to produce much in the way of oak regeneration when so little seed supply is available. It may be appropriate to create a number of smaller enclosures on suitable ground and produce a future seed source to supplement whatever birch regeneration that can be achieved.

The effect of the recent fire will shortly begin to fall away as well, with vegetation becoming less attractive to deer again as it gets older, and this is likely to reduce impact levels within the area, meaning that achieving more regeneration might then become easier than is currently apparent.

Economic Appraisal

Within the DMG assessment process, there is a requirement that the economic effect of significant changes in management be quantified. The methodology is highly complex and probably unworkable in most areas, but this is a very significant scheme, SNH have seen fit to fund it, and I would argue that SNH now have a moral duty to conduct an economic appraisal of the project according to their own methodology, or insist that the project managers do this. As the DMG has not been consulted, it would not be appropriate to expect them to do this.

Timing

There is a suggestion that these works will begin in September, and be complete by February 2021. It is not possible for a DMG to assess a project and deliver mitigating culls in such a short time period, and it also risks significant welfare problems or displacement of more deer in to crofting areas or in to Lochinver.

Deer management activities have also been very significantly disrupted because of the current pandemic, and this could happen again over the winter, with activity possibly not being allowed again or with no markets for venison.

It would be better to postpone the project for a year and provide for more time for consultation and delivery of any mitigating actions.

Questions

I would ask the following questions:

- 1 Who has been consulted on this proposal?
- 2 What information was used to secure funding?
- 3 Has an Environmental Impact Assessment been undertaken or scoped out?
- 4 What is the proposed deer density within the enclosure?
- 5 What is the anticipated density then outside the enclosure?
- 6 Have habitat impact assessments been undertaken on open ground habitats within the area as part of the development of this plan? If not, how does the project justify saying that they are in poor condition when the accepted position is that this is not the case?
- 7 Has HIA been conducted within the woodland area, regeneration quantified, or age profiles created? If not, how is the suggestion that the wood is dying off in places justified?

Recommendations

- 1 This project, as described, will not become an exemplar of good practice. Quite the opposite, and there is likely to be very significant reputational damage on the back of it. It is not wise to present it as such.
- 2 There needs to be a proper consultation from the outset, and an extensive Environmental Impact Assessment will be required.
- 3 The rationale noted in the proposed Woodland Trust press statement does not accurately describe the site, and overstates the environmental damage that requires to be restored. It reads like a campaign document which might convince an interested outsider, but which is not persuasive to a more local land management and practical or community audience. Such a Press Release is likely to be counterproductive if issued. (I note that PR has now been circulated, and it will therefore be important to put on record an alternative view).
- 4 It appears to me that a very much smaller enclosure focused only on the woodlands would suffice if this is deemed necessary, or possibly a combination of smaller enclosures. The eastern half of the proposed enclosure is almost certainly unnecessary, and this is where the negative impacts are most likely to be.
- 5 My own instinct is that a targeted deer management effort would work more effectively, and would eliminate the cost and negative environmental impacts of a fence through such sensitive landscapes. The maintenance costs alone would be very high. If funding is available, it would be better spent in supporting and improving current deer management activities and monitoring, and that would deliver benefits to the wider south Assynt area beyond EB. Authorizations for out of season culling would be required, combined with focused cattle grazing and regular monitoring. Small enclosures to help secure a seed source of non- birch species may also be beneficial, especially for building an oak resource.
- 6 The C- SA deer plan needs to be re- drafted to accommodate the new situation, irrespective of whether the fencing or deer management approach is followed.
- 7 An upgraded deer plan needs to consider the cumulative impact of a scheme here in combination with changes within North Ross and possibly also the Assynt Peninsula, as well as any other significant changes in land use which might happen in the coming five years.
- 8 The best long term approach would be best informed by undertaking an economic appraisal of the two options, and SNH need to insist on this as a condition of funding from project management. This would test their own methodology and see whether it was fit for purpose.
- 9 There also needs to be a risk assessment on future wildfire events within the area, as this has significant implications for a publicly funded fenceline.
- 10 Information on a current assessment of the woodland area needs to be provided, so that the current situation can be more readily understood. This may or may not be available.
- 11 If a significant enclosure is agreed, the DMG should look to facilitate the opening up of an equivalent area of woodland elsewhere in the group, encouraging support for the FGS removal of fences if required to deliver this. Taking away old redundant fences within the Assynt landscape on a risk-assessed basis would be a much better use of the significant available funding than what is being proposed.

Sharon Phipps

From: Katherine Leys
Sent: 18 August 2020 11:45
To: SNHMEDIA; Graeme Taylor
Cc: Vicki Mowat; Jimmy Hyslop; Chris Donald; Graham Boyle; Emma Keenan; Tim Hancox; Cat Synnot
Subject: RE: Eisg Brachaidh Deer Fence
Attachments: Eisg Brachaidh Biodiversity Challenge Fund grant - complaint - media response 18 August 2020.obr

Hi Graeme cc others

Here is the first draft of a response. I have refrained from pointing out some of the obvious things – like the application came from a partnership so not just one applicant and the BCF deadline was more than a month before Covid, and I haven't gone into any details about the other things that have been tried to reduce numbers. Some of your Area team would be able to supply that detail if we want it.

Kath

Dr Katherine Leys | Head of Biodiversity and Geodiversity | Scottish Natural Heritage | Elmwood Campus | Carslogie Road | Cupar | Fife | KY15 4JB | t: 01738 [REDACTED]
Dualchas Nàdair na h-Alba | Àrainn Elmwood | Rathad Carslogie | Cùbar | Fìobha | KY15 4JB | nature.scot –
Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

Please be aware that all Scottish Natural Heritage (SNH) email addresses have changed to this new format: firstname.lastname@nature.scot. My new email address is katherine.leys@nature.scot

In accordance with government instructions, I am working from home. I can be contacted by all the usual methods, except in person as the office is currently closed.

From: SNHMEDIA <SNHMEDIA@nature.scot>
Sent: 18 August 2020 11:14
To: Graeme Taylor <Graeme.Taylor@nature.scot>; SNHMEDIA <SNHMEDIA@nature.scot>
Cc: Vicki Mowat <Vicki.Mowat@nature.scot>; Jimmy Hyslop <Jimmy.Hyslop@nature.scot>; Katherine Leys <Katherine.Ley@nature.scot>; Chris Donald <Chris.Donald@nature.scot>; Graham Boyle <Graham.Boyle@nature.scot>; Emma Keenan <Emma.Keenan@nature.scot>; Tim Hancox <Tim.Hancox@nature.scot>; Cat Synnot <Cat.Synnot@nature.scot>
Subject: RE: Eisg Brachaidh Deer Fence

Hi Graeme

Thanks for this. Yes, we'll need to get a line ready. Would it be yourself and Kath best placed to help make a start with that?

The information note attached – is that an independent assessment of the situation? I presume not if the project is pushing on as planned?

Cheers
dom

Dominic Shann | Communications Officer

Scottish Natural Heritage | Great Glen House | Leachkin Road | Inverness | IV3 8NW | t: 01463 [REDACTED] [REDACTED]
Dualchas Nàdair na h-Alba | Taigh a' Ghlinne Mhòir | Rathad na Leacainn | Inbhir Nis | IV3 8NW
nature.scot – Connecting People and Nature in Scotland – [@nature_scot](https://twitter.com/nature_scot)

From: Graeme Taylor <Graeme.Taylor@nature.scot>
Sent: 18 August 2020 09:43
To: SNHMEDIA <SNHMEDIA@nature.scot>
Cc: Vicki Mowat <Vicki.Mowat@nature.scot>; Jimmy Hyslop <Jimmy.Hyslop@nature.scot>; Katherine Leys <Katherine.Ley@nature.scot>; Chris Donald <Chris.Donald@nature.scot>; Graham Boyle <Graham.Boyle@nature.scot>
Subject: FW: Eisg Brachaidh Deer Fence

Hi Folks,

BCF received an email yesterday about an application to the scheme which has been passed and is about to be delivered in South Highland. There's some significant deer fencing and it has caused some upset with local landowners. As you will see there's a press release in the email, at this stage I've no idea if it's been picked up. Presume we may want to have something put together prior to that happening?
I am sure between South Highland and BCF we can assist. There's also an associated complaint to Francesca which we received yesterday and we will be responding to in due course.

Regards,

Graeme

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 17 August 2020 17:08
To: Tamara Lawton <Tamara.Lawton@nature.scot>; Sinclair Coghill <Sinclair.Coghill@nature.scot>; Graeme Taylor <Graeme.Taylor@nature.scot>; Holly Deary <Holly.Deary@nature.scot>
Subject: FW: Eisg Brachaidh Deer Fence

Hi Graeme,
Further from [REDACTED] Chair of the DMG,
Jimmy

From: [REDACTED] <info@inverpolly.com>
Sent: 17 August 2020 16:32
To: [REDACTED] <info@inverpolly.com>
Subject: Eisg Brachaidh Deer Fence

Sharon Phipps

From: [REDACTED]@woodlandtrust.org.uk>
Sent: 18 August 2020 15:15
To: Jimmy Hyslop
Subject: Update re: local feedback

Hi Jimmy,

I just wanted to keep you abreast of the activity that has been going on locally regarding the project. As you know, there have been discussions with the local deer management group, landowners and community members regarding the project since early in 2020, as part of our effort to consult with the local population in line with SNH and CALLP project requirements. Last week, we invited all local residents to feedback their views on the project via a household door-drop leaflet and information notices in business premises, with a response deadline of 1st September. So far, we have received messages of support, but also some negative feedback in the form of the attached press release, which you may already be aware of.

I will keep you updated with the feedback we receive by 1st September.

Kind regards
[REDACTED]

The information contained in this e-mail along with any attachments may be confidential, legally privileged or otherwise protected from disclosure. It is intended for the named individual(s) or entity who is/are the only authorised recipient(s). If this message has reached you in error please notify the sender immediately and delete it without review.

Anything in this email which does not relate to the Woodland Trust's official business is neither given nor endorsed by the Woodland Trust. Email is not secure and may contain viruses. We make every effort to ensure email is sent without viruses, but cannot guarantee this and recommend recipients take appropriate precautions. We may monitor email traffic data and content in accordance with our policies and English law. Thank you.

The Woodland Trust is a charity registered in England (No. 294344) and in Scotland (No. SC038885).

A non-profit making company limited by guarantee.

Registered in England No. 1982873.

Registered Office: Kempton Way, Grantham, Lincolnshire, NG31 6LL.

<http://www.woodlandtrust.org.uk>

supported by National Lottery Heritage Fund. All funds raised will go directly to pay for the restoration work on Eisd Brachaidh, not to the owners of the estate.

4. How will the fence impact deer numbers and movements?

As part of our plans at Eisd Brachaidh, deer numbers will be reduced significantly once the fence is closed in March 2021. There should not be an increase in deer numbers on the outside of the fence prior to this because deer that normally winter on Eisd Brachaidh will be able to enter through strategically placed gaps in the fence. Once the gaps are closed there will be a compensatory cull. We will closely monitor the impact of this element of the project. The monitoring plan includes regularly assessing habitats and tracks, and sharing those findings with neighbouring estates and the Deer Management sub-group. Collaborative working and open dialogue between neighbouring estates and with the community is key and quarterly project updates (including monitoring findings) will be shared with neighbours and the community to facilitate this. If any additional deer management is required outside the fence we will act quickly (though we anticipate that if this is needed it will be very localised.) We invite any Inverkirkaig residents with observations or concerns about deer to please contact [REDACTED] directly. This feedback will be passed on to surrounding landowners and the local Deer management sub-group.

5. Is there no alternative to fencing?

Eisd Brachaidh Estate has spent many years exploring other options, including smaller woodland enclosures. These proposals have however failed to be agreed with a key stakeholder. This plan of action is now seen as the only realistic way of protecting this valuable habitat against further loss. The current fencing proposal involves less fencing than a smaller compartment approach and protects all of the designated habitats, making it cheaper and more cost effective. Without a fence, culling deer, at scale, across a much wider landscape would be necessary to reduce the grazing pressure sufficient for ecological recovery.

6. Why this timing, so soon?

Funding is available to undertake this work now and we would like to start in October. If we can close the fence at the end of the winter, any extra deer that overwinter on Eisd Brachaidh can be managed thereby reducing deer welfare issues and the potential impact on Inverkirkaig.

7. Why maintain cattle and deer grazing inside the fence?

Light mixed grazing produces the best results for biodiversity and will support a more natural outcome.

8. Will there be an Ecological Impact Assessment?

Extensive survey and assessment work has already been carried out by the Estate and SNH through this and previous planning processes. This information is currently being assessed by Scottish Forestry.

9. Will there be a formal consultation?

As this is not a Forestry Grant Scheme application, there is no formal consultation process. This proposal has nevertheless been discussed with many stakeholders prior to the Biodiversity Challenge Fund application. We have discussed our engagement approach with SNH and the Scottish Land Commission and although it is a shorter timescale than we'd like due to COVID, staff furlough and grant restrictions, we have been and will continue to, engage actively with stakeholders about this project on an ongoing basis. We recognise deer impacts are of particular interest to the local community and would encourage anyone with feedback both now and as the project develops, to contact [REDACTED] [@woodlandtrust.org.uk](mailto:[REDACTED]@woodlandtrust.org.uk).

10. What about deer around Lochinver Village?

We are aware of the existing issue with deer entering Lochinver village. Deer movements are complex and not fully understood, but feedback from local stalkers suggests most are entering from land to the North and East. We have surveyed the existing deer fences around the village - as requested by the Community Council - and believe various existing fences could be linked together with additional new fences to prevent deer access to much of the village. We look forward to discussing this at a future community council meeting and at the Community Drop-In Session on 7 September for those whom that suits. Thank you.

Sharon Phipps

From: Tamara Lawton
Sent: 08 September 2020 10:09
To: Jimmy Hyslop
Cc: Sinclair Coghill
Subject: RE: 501341 - BCF - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Jimmy, [REDACTED] sent the info on 26th August. I am in the process of looking through the info for the HRA and the consent.

I asked for a deer management plan and whilst they have put the info on deer management within the text of the consent application, it isn't a plan per se, so I will be going back to them to ask for a separate document. However, I am aware they are also in the process of having to amend the DMG plan so trying not to make them do it twice. I therefore may need to wait until they have done that piece of work. I will see what they say and let you know.

Cheers,
Tamara

From: Jimmy Hyslop <Jimmy.Hyslop@nature.scot>
Sent: 07 September 2020 11:44
To: Tamara Lawton <Tamara.Lawton@nature.scot>
Subject: 501341 - BCF - Woodland Trust - Eisg Brachaidh Biodiversity Restoration Project

Hi Tamara,
Hope that you are well.

Looking at the timeline for the various stages in the run up to contractors starting, [REDACTED] to submit finalised information for SSSI consent process" by 26 August. Did you receive all of the necessary information?

Jimmy

Jimmy Hyslop | Funding Officer

NatureScot | Caspian House, Mariner Court, Clydebank Business Park, Clydebank G81 2NR | 0131 314 [REDACTED] mob: [REDACTED]
[nature.scot](https://www.nature.scot) | [@nature_scot](https://twitter.com/nature_scot) | *Scotland's Nature Agency* | *Buidheann Nàdair na h-Alba*