



## Single Farm Payment Scheme

# INFORMATION LEAFLET 3

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## LAND ELIGIBILITY – The 10 Month Rule

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### Introduction

To claim payment under the Single Farm Payment Scheme (SFPS), you must exercise an agricultural activity, and the land that supports your claim must be **at your disposal** for at least consecutive 10 months. The 10-month period can begin at any time from **1 October** in the preceding year and **30 April** in the year of the claim.

Only one start date is permitted per claim, and a single start date will apply to all fields, including seasonal grazing, on your claim.

If you only have permanently held land, you have the opportunity to choose your own start date otherwise, we will use 1 February.

Cross Compliance will apply for the full 12 calendar months for all land held on a permanent basis.

### ‘At Your Disposal’

For claimants who own the land or have a tenancy, clearly the land will be “at your disposal” as outlined above. Whether a contract farming arrangement meets the definitions will depend on the details of the working arrangement: if in doubt, please write to your Area Office with details of your contract farming agreement.

Where more than one farmer carries out agricultural activity on the same area of land it will not be so clear who has the land at their disposal and who is entitled to claim payment for it.

You should consider the following factors to help establish that the land is ‘at your disposal’:

- Whether one person clearly has use of the land for less than 10 months.
- The predominant use of the land.
- Who is taking the risks.

- The terms of any agreement.
- Whether you have the right to carry out an agricultural activity on the land.
- Who has control over the use of the land, access to it and is responsible for the Good Agricultural and Environmental Condition of the land.

This list is not exhaustive. It is only an indication of the factors that can be taken into account when establishing that land is 'at your disposal'.

Looking at the situation where a seasonal grazing is taken in the spring by one farmer but used by a different farmer in the autumn for hogg wintering. In this case, it will be important, firstly, for the SFPS claimant to remember that he or she is responsible for meeting cross-compliance conditions and, secondly, for the landlord or lessor to ensure that the winter grazier's letting conditions cover the need to avoid infringing those same conditions.

If you have a dispute over who has the land at their disposal, or you are not sure about the effects of your particular agreement, it is in your interests to resolve any such uncertainty before claiming payment.

**You should start to consider now who the rightful claimant might be and come to an agreement about the control of the land and who will submit the claim next year.**

If uncertainty remains, no payment can be made until the circumstances and any relevant evidence can be properly investigated by us, to ensure that the payment is made to the right claimant. This may take some time.

Arrangements for common grazings in the crofting counties and other common land will continue as normal.

Where grazings are shared then all claimants must reach agreement with each other how much of the land they are entitled to declare on their claim. This could be done by using the amount of Livestock Units that each will be grazing during the season and apportioning the area of the land accordingly. All claimants in this shared situation must meet the cross-compliance conditions and the total claimed area must not exceed the total eligible field area. For common and shared grazings all claimants must meet cross-compliance conditions.

## **Agreements**

The terms of any sub-letting and contractual arrangements can have an important effect on your ability to make a claim for payment.

You will need to reach a workable agreement that takes into account responsibility for compliance with the Single Farm Payment Scheme and your ability to claim entitlements.

We also recommend including in the agreement a clear breakdown of responsibility for each of the major cross compliance conditions, with a default position that the claimant will be responsible.

Existing agreements that have possibly lasted for many years may have to be change to reflect the new situation. Please note that you cannot backdate agreements.

You must be able to prove that you have land at your disposal not just through an agreement, but also through your practice on that land. If land is not at your disposal, we will withhold payment.