



SFI Moorland Introductory Standard Internal Agreement:

How to Guide

This document is a template which can be used by Commons Associations as an internal agreement for the SFI Moorland Introductory Standard. The template may be used as a standalone agreement (if your common is not currently in another scheme) or as an additional agreement to work alongside a CS or HLK internal agreement. The template is not suitable use as an internal agreement for longer term Stewardship Scheme.

Whilst an internal agreement for SFI can be relatively straightforward, there may be issues specific to your common that complicate matters. This template is a starting point only and the parties will need to give careful consideration to any additional provisions that may be required for their particular common / set of circumstances. You are welcome to adapt the template as appropriate. However, it is your responsibility to use the template and these guidance notes appropriately and to ensure that you fulfil the requirements of SFI Moorland. We recommend that you take advice from a qualified land agent or solicitor if you have a specific query relating to your use of the template or these guidance notes.

Where the template provides alternative wording (shown within square brackets) you should pick the wording that is relevant to your Association. Any irrelevant wording should be deleted.

The Foundation for Common Land and Minihan McAlister solicitors take no responsibility for any disputes or losses that may result from or be incurred by (whether directly or indirectly) the use of the template or these guidance notes.

For further information and guidance see:

- SFI Moorland Introductory Standard Internal Agreement – Frequently Asked Questions.
- <https://www.gov.uk/guidance/eligibility-of-commons-and-shared-grazing-land-for-an-sfi-standards-agreement#management-control>

The Parties

The template is drafted on the basis that each Member will sign a separate copy of the internal agreement. The individual member's full name, postal address and email address should be inserted into the space provided.

The date should be inserted only when all copy agreements have been signed by all members and the Association.

Clause 1 – Background – Definitions and Interpretation



Definitions should only be included in so far as they are relevant to your common and set of circumstances. Where a specific definition is not used within the body of the template, it should be deleted.

“Association”

Insert the name of the Association here. Delete the irrelevant wording, depending on whether or not there is an existing internal agreement.

“the Common”

Insert the name of the common, the registered unit number and the Council acting as Commons Registration Authority.

“EOI Form”

Delete the irrelevant wording as appropriate.

“Officers”

List the officers of the Association here.

“my Rights”

Delete the irrelevant wording as appropriate.

“Rules”

Delete the irrelevant wording, depending on whether or not there is an existing internal agreement.

Clause 2 – Agreements by the Members

The provisions of clause 2 are likely to apply to all commons. Any further agreements of the Members, specific to the Association concerned may be added here. Reference to ‘the Owner’ should only be included if the owner of the common is involved.

Clause 3 – Personal Agreements

Clause 3 sets out the agreements made by the signatories / individual members. Any further agreements specific to the Association concerned may be added. Irrelevant wording should be deleted, depending on whether or not there is an existing internal agreement.

The template provides that a Member will be obliged to attend a certain number of meetings within a twelve month period. If you choose to include this provision (clause 3.8) then you must state the number of meetings that must be attended. This is likely to be based on how often meetings are held.

Clause 4 – Agreements by the Owner

This clause should only be included if the owner of the common is involved. If the owner is not involved then it should be deleted in its entirety.



If this clause is included then irrelevant wording should be deleted, depending on whether or not there is an existing internal agreement. As with clause 3, the owner is obliged to attend a certain number of meetings within a twelve month period (clause 4.6).

Clause 5 – Agreements by the Association

This clause sets out the order in which payment will be made. Payment provisions will be specific to each Association, but the template provides suggested terms. Further details in relation to the payments due should be included, as appropriate, at Schedule 2.

Clauses 5.1.1 c) – e) are SFI eligibility requirements and should be included in all cases.

References to ‘the Owner’ should only be included where the owner of the common is involved.

Any additional agreements by and / or obligations of the Association specific to the common should be included at clause 5.3.3.

Clause 6 – Disputes

A simple disputes clause has been included within the template. However, an Association can insert their own dispute resolution process here, if specific provisions are required.

Schedule 1 – The Members

Full details of the Members, their addresses and business names should be included here. If the owner is involved then their details should also be included.

Schedule 2 – The Rights / Payments to the Members

A list of the Rights held by Members should be added here, together with details of how surplus funds are to be dealt with. Clause 5.1.6 of the template provides that surplus funds will be distributed on a percentage share basis. Each Association is free to determine how funds are distributed, but agreement must be reached by the Members.

Schedule 3 – The Rules

This Schedule sets out the constitution of the Association. It does not need to be included if there is an existing internal agreement which contains suitable rules.

If this Schedule is required, because the Association does not have an existing internal agreement, then it should be amended to reflect the way in which the specific Association is managed. Details should be inserted where there are square brackets. Grazing Rules should be added, as appropriate.