Introduction

Date published: 23 December, 2020

For recent changes to this guidance, please see the bottom of the page.

Table of Contents

Schemes covered by Cross Compliance

Legislative base

Who is responsible for meeting Cross Compliance?

Refusing an inspection

Cross Compliance inspection selection

Force majeure and exceptional circumstances

Recent changes

Previous versions

Download guidance

Cross Compliance is a set of rules made up of ‘Statutory Management Requirements’ (SMRs) and ‘Good Agricultural and Environmental Conditions’ (GAECs). These relate to:

Areas of Cross Compliance	Requirement
Environment, climate change, good agricultural condition of land	SMR 1, SMR 2, SMR 3 and GAECs 1-7
Public health, animal health and plant health	SMR 4, SMR 5, SMR 6, SMR 7, SMR 8, SMR 9 and SMR 10
Animal welfare	SMR 11, 12 and 13

Schemes covered by Cross Compliance

You must meet the Cross Compliance rules to receive your full payments under the following schemes:

- Basic Payment Scheme (BPS) (including Greening and Young Farmer payments)
- Scottish Suckler Beef Support Scheme (Mainland and Islands)
- Scottish Upland Sheep Support Scheme
- Less Favoured Area Support Scheme (LFASS)
- payments relating to the following Scottish Rural Development Programme measures, including:
  1) afforestation and creation of woodland
  2) establishment of agroforestry systems
  3) Agri-Environment Climate Scheme options
  4) organic farming
  5) animal welfare
  6) forest-environment and climate service, and forest conservation
  7) Beef Efficiency Scheme

Legislative base

Following Brexit, Cross Compliance is implemented under both UK and EU legislation.

BPS, SSBSS, SUSSS, LFASS and SRDP Schemes with agreements signed after 1 January 2020 are fully funded by the UK and are implemented under the relevant EU legislation transposed to UK law. The legislation is referred to as Retained EU Law.

SRDP Schemes with agreements signed before 1 January 2020 will continue to be funded by the EU for the duration of the individual agreements and will continue to be implemented under the relevant EU legislation. The legislation is referred to EU Law proper.

Following Brexit, Cross Compliance is implemented under both UK and EU legislation.

This guidance is our interpretation of the Cross Compliance rules.

It is not a definitive statement of the law – only the courts can give this.

The following legislation; as implemented under Retained EU Law or implemented under EU Law proper provides the legislative base for Cross Compliance:

- European Parliament and Council Regulation (EU) No 1306/2013
- Commission Delegated Regulation (EU) No 640/2014
- Commission Implementing Regulation (EU) No 809/2014

SSI 2014/325 defines Good Agricultural and Environmental Condition (GAEC) in Scotland as well as providing enforcement and inspection powers for inspectors.

Who is responsible for meeting Cross Compliance?

Cross Compliance applies for the whole of the calendar year and to all the land within your business, including seasonally rented land and common grazings.

In some circumstances, you will be held responsible for Cross Compliance before land is transferred to you or after it is transferred from you.

- if you rent or buy land after 1 January, you will be liable for any Cross Compliance breaches that occurred on the land from 1 January
- if you sell land or a seasonal grazing lease ends before 31 December you will be liable of any Cross Compliance breaches that occurred on the land until 31 December

An exemption to this is when land is transferred from or to another claimant and then they become liable of any Cross Compliance breaches that occur on the land during the period of time the land is part of their holding.

As the claimant, it's your responsibility to make sure the Cross Compliance rules are met.

You will be held liable for the actions of employees, workers and family members.

You may also be held liable for the actions of third parties, for example, agents, contractors and agronomists. This will depend on your actions, such as your choice of third party, the instructions you give to them and your monitoring of them.

Refusing an inspection

We will not pay your claim and we may have to take action restricting the movement of your animals if you:

- refuse to allow an inspector access to your farm to carry an inspection
- obstruct an inspector during the course of an inspection
- don't provide reasonable assistance to allow the inspections take place, including gathering and presenting livestock in safe and secure manner

We are here to help and are committed to providing good customer service. We will treat you with respect and expect you to do the same.

We will not tolerate threatening or abusive behaviour towards our people, either verbally, physically or in writing.

We will take whatever action is necessary (including legal action) against any person who is involved in threatening or abusive behaviour.

Cross Compliance inspection selection

The Cross Compliance legislation instructs that businesses should be selected for inspection on a risk analysis basis for 75 per cent of inspections and a random basis for 25 per cent of inspections. Full details of the risk analysis are detailed here. (PDF, Size: 292.3 kB)

Force majeure and exceptional circumstances

We may accept that you have been prevented from meeting the Cross Compliance rules due to force majeure or exceptional circumstances.

These are unusual situations outside your control which prevented you from complying with scheme rules. Some examples of force majeure or exceptional circumstance are:

- the death of the farmer
- the long term professional incapacity of the farmer or beneficiary
- a severe natural disaster affecting the holding's agricultural land
- the accidental destruction of livestock buildings
- an epizootic disease affecting livestock

To apply for force majeure or exceptional circumstances, you must write to your RPID area office within 15 working days of being able to tell us about it.

You will need to send us as much evidence as you can to support your case, including proof that the event occurred.

We consider each case on its individual merits.

Recent changes

Section	Change	Previous text	New text

Previous versions

Previous versions of this page

Download guidance

Click 'Download this page' to create a printable version of this guidance you can save or print out.