

Registration terms and conditions

These terms and conditions explain your rights and responsibilities when using Rural Payments and Services as a registered customer.

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Revision to these terms and conditions

We may revise these terms and conditions without notice at any time.

Please check these terms and conditions regularly, as continued use of the website after a change has been made is your acceptance of the change.

Regularly reviewing this page ensures you are always aware of what information is collected, how it is used and under what circumstances, if any, it is shared with other parties.

Additional terms and conditions

By reading and accepting these terms and conditions, you are also agreeing that you have read and accepted the [terms of use](#) for the Rural Payments and Services website, our [privacy policy](#) and our [copyright statement](#).

Definitions

'We', 'Us', 'Our', in the context of these terms and conditions, means Scottish Ministers acting through the Scottish Government Rural Payments and Inspections Directorate, also known as AFRC with our delivery partners Scottish Natural Heritage and Scottish Forestry. AFRC is the paying agency for all Common Agricultural Policy payments.

'You', 'Yours' means the Business registered with us.

'Security details' means user login and password.

'Business' means a person or group of one or more persons which operates together for a particular purpose, and needs to be registered on our system in order to interact with AFRC.

'Responsible Person' means the person who acts as the principal person of responsibility, and key contact for the Business. There will be only one Responsible Person listed for any given Business, and that person must be a member of the Business.

'Business Representative' means individual/s who may have close links with the Business and who is mandated to represent the Business in their dealings with AFRC.

‘Advisory Firm’ means an organisation which may be mandated to represent the Business in its dealings with AFRC.

‘Mandate’ means the agreement between a Business and an Advisory Firm, and/or a Business Representative granting them permission to act on behalf of the Business.

‘Bank account’ means a bank account where payments to a Business are paid by AFRC.

Authority

By using this service for the first time, you accept these terms and conditions and you authorise us to accept and act on your instructions.

We cannot accept any liability for problems caused by incorrect information that you or somebody acting for you supply us, so please be sure to double-check what you’re submitting.

In addition, by using this service, you agree that you are responsible for all information you provide us, regardless of how it is provided and even if it is submitted through an intermediary.

Legal basis

The primary legal basis of this service is European Commission Regulation (EC) No 1306/2013, as amended.

Mandates

If you use this service to apply for funding as part of the Common Agricultural Policy, you may mandate another person to act on your behalf. By doing so, you are agreeing to the following terms and conditions.

You are agreeing that when you mandate an Advisory Firm and/or Business Representative to act on your behalf, this will create a legally binding agreement between the Advisory Firm and/or Business Representative and yourself.

You agree that any information given to us by the Advisory Firm and/or Business Representative will be deemed to have been provided by your Business and that your Business will be subject to any penalties for non-compliance with the regulations and scheme rules which apply.

The following mandates are available for this service:

- View all (except bank account and personal details)
- Maintain funding details
- Responsible Person – maintain personal details
- View and add bank accounts
- Maintain locations
- Maintain livestock/food and feed
- Maintain contact log

By creating a mandate, you are agreeing to provide us with the bank account details belonging to your Business or the advisory firm acting on your behalf.

By providing the bank account details of your advisory firm, you are hereby giving authorisation for us to make payments to them on your behalf. Your advisory firm’s bank account must be a dedicated bank account held in the name of your Business.

If your Business or your assignee’s bank account details are changed, we will notify the Responsible Person for the Business and payments to any new account will be deferred for a period of 10 days.

Security

You must keep your security details safe and not share them with anyone else. If you authorise someone to act on your behalf, you are responsible for the information and instructions they send to us.

When you register with Rural Payments and Services, you will have the option for us to contact you by e-mail.

You should bear in mind that it is possible to falsify the sender of an e-mail, so please make sure any correspondence that appears to be from us is the genuine article. If in doubt, please contact us to check that we have tried to contact you by e-mail.

Any correspondence by e-mail to do with your account or Business will not contain any sensitive information and will instead be an invitation to log on to Rural Payments and Services to access a secure message.

We scan every e-mail going both in and out of our system for malicious or inappropriate code (such as viruses) and suspect messages and attachments will be blocked.

We can't accept liability for any inconvenience caused by the blocking of e-mail and attachments.

Availability of our service

We will try to provide the service to you at all times, subject to periods of downtime for essential maintenance and updating to our systems.

We will try to avoid any downtime during application windows. We will not be liable for any failure to provide the service, in part or in full.

Managing your information

It is your responsibility to ensure the data which we hold about you and your Business is accurate and up to date.

Please note that the mapping data we hold and present through this service is for Rural Payments and Services purposes only and has no legal standing. It does not represent any ownership of land.

As well as our own terms and conditions, mapping data may also be subject to Ordnance Survey terms and conditions.

[You can read these here](#)

You are strongly advised to print off - or save a copy of - information you send to us. This can be used as evidence if you ever ask for a review of a decision we make concerning an application or inspection.

You can find out more about how we store and use your information in our [privacy policy](#).

Submissions

You will receive an acknowledgement to confirm that we have received any applications you submit.

However, you are strongly advised not to leave submission of your application until the last opportunity in the submission window, as late submissions may result in penalties.

Your conduct

You must use this service for lawful purposes only.

You must not use the service for any of the following:

- fraudulent purposes
- for the purpose of sending information to us that is obscene, threatening, offensive or defamatory

If we deem that your behaviour is at any time unlawful, fraudulent or out-with our [terms of use](#), we retain the right to withdraw some or all of our service from you.

Disclaimer

This service and related material (or material related to third party information, products and services) is provided "as is".

This is without any representation or endorsement made and without warranty of any kind, whether express or implied, including but not limited to any implied warranty of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

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