

# LICENCE WML-OR97

## Issued to: HS2 Ltd and to persons authorised by HS2 Ltd under this licence Great Crested Newt – HS2, Phase 2a West Midlands to Crewe



### OVERVIEW

This licence is issued to **HS2 Ltd** and to persons authorised by HS2 Ltd to carry out activities under this licence and permits HS2 Ltd to authorise suitably experienced employees and staff of contractors to undertake certain activities affecting great crested newts (GCN) (*Triturus cristatus*), a European Protected Species (EPS), that would otherwise be unlawful. The licence facilitates the enabling and construction works for a high-speed rail line between West Midlands and Crewe (Phase 2a).

**HS2 Ltd** is responsible for all activities performed under the authority of this licence.

Persons authorised by HS2 Ltd are responsible for all activities that they carry out.

Legal limits on the permitted maximum duration of a licence mean that it will be necessary to decide whether to re-issue this licence at two-year intervals for the lifetime of the strategy (Information & Advice note a).

Reference	WML-OR97
Licence	<p>The following Annexes are an integral part of this licence:</p> <ul style="list-style-type: none"><li>• WML-OR97 Annex A - Additional Licence Conditions</li><li>• WML-OR97 Annex B – List of Appointed Persons, Authorised Persons and Accredited Agents</li><li>• WML-OR97 Annex C – Report of Action Form</li></ul> <p>The following documents are also integral to this licence:</p> <ul style="list-style-type: none"><li>• HS2 Technical Standard - Ecology (eB reference: HS2-HS2-EV-STD-000-000017)</li><li>• HS2 Phase 2a: Great Crested Newt Habitat Management, Maintenance and Population Monitoring Plan (eB reference: 1D204-EDP-EV-REP-A000-000001)</li><li>• HS2 Great Crested Newt – Licensing Policy Use Framework (eB reference: 1D204-EDP-EV-REP-000-000008)</li><li>• HS2 Phase 2a West Midlands – Crewe: Technical Note – Field Survey Methods and Standards for Great Crested Newt and Badger in relation to the Route Wide Licence Implementation (eB reference: 1D204-EDP-EV-NOT-000-000001)</li></ul>
Issued under	<p>Conservation of Habitats and Species Regulations 2017 (as amended) (“the 2017 Regulations”)</p> <p>The Wildlife and Countryside Act 1981 (as amended) (“the 1981 Act”)</p>

### IMPORTANT

This licence authorises acts that would otherwise be offences under the legislation referred to above.

Failure to comply with its terms and conditions:

- may be an offence against the 2017 Regulations or mean that the licence cannot be relied upon and an offence could therefore be committed. The maximum penalty available for failing to comply with a condition of a licence under the 1981 Act or the 2017 Regulations is, at the time of the issue of this licence, an unlimited fine and/or a six month custodial sentence; and
- may result in this licence being revoked and/or the refusal to grant future licences.

Breaching a condition of a licence issued under the 1981 Act is not in itself an offence but doing so may mean that the licence cannot be relied upon and an offence could therefore be committed.

If the activity that you wish to undertake is not covered by this licence, or if you are unable to comply with any of the terms and conditions which apply to the use of this licence, then you will need to apply to Natural England for an individual licence.

This licence is not a consent or assent for the purposes of Part II of the Act in respect to Sites of Special Scientific Interest. It is your responsibility to get consent or assent if required (see Information & Advice note n, below).

**Natural England** hereby authorises<sup>1</sup> **HS2 Ltd** and anyone named from time to time on Annex B of this licence as follows:

HS2 Ltd Address: [REDACTED]

under sections 16(3)(c) and section 16(5) of the 1981 Act and under regulation 55(2) (a), (c) and (e) and regulation 57 of the 2017 Regulations

To	Carry out the activities detailed in Annex WML-OR97(A) for all life-stages of <b>great crested newt</b> (GCN) ( <i>Triturus cristatus</i> ) and their habitats.
For the purpose of	Imperative reasons of overriding public interest including those of a social or economic nature and beneficial consequences of primary importance for the environment, under regulation 55(2)(e) of the 2017 Regulations, being satisfied that as regards the purpose specified in this licence that there is no satisfactory alternative and that the actions authorised will not be detrimental to the maintenance of the populations of the species concerned at a favourable conservation status in their natural range.
Between (and inclusive)	29 July 2022 and 29 July 2024
Project Description:	Licensed activities associated with the enabling and construction works for a high-speed rail line between West Midlands and Crewe (Phase 2a) (the " <b>Project</b> ").
On land	Upon which HS2 Ltd has the permission of the owner to operate for the purpose of the Project, within the counties and local authorities of: Staffordshire, Lichfield, Stafford, Newcastle-under-Lyme, East Staffordshire, Cheshire East and Shropshire. It may also be used on land in the aforementioned counties and local authorities where a third party or contractor of a third party owns or has permission to operate, to undertake works which are directly related to the Project.
Subject to	The Licence Conditions specified below and the terms and conditions in Annex WML-OR97(A).
Who can use this licence	This licence can only be used by individuals who have been authorised by HS2 Ltd pursuant to Conditions 1 and 2 and to the Conditions listed within Annex WML-OR97(A) of this licence. It excludes any person with a recent conviction (see Information & Advice note j).

#### Definitions used in this licence

Appointed Person	An employee of HS2 Ltd who is authorised in writing by HS2 Ltd to act as a single point of contact for Natural England with regard to this licence. The Appointed Person shall oversee use of the licence, including authorising other persons to act under the licence, training, record keeping, reporting and compliance.
Authorised Person	An employee of HS2 Ltd who has received appropriate training and has sufficient experience to be competent to undertake activities permitted by the licence, and who is authorised to act under the licence by the Appointed Person.
Accredited Agent(s)	A suitably trained and experienced person who has been authorised by an Authorised Person (in accordance with Condition 2) and who is able to carry out work under this licence without the personal supervision of an Authorised Person.
Assistant	A person assisting an Authorised Person or Accredited Agent. Assistants are only authorised to act under this licence whilst they are under the direct supervision of either an Authorised Person or Accredited Agent.

<sup>1</sup> Natural England is authorised to exercise this power in accordance with an agreement made with the Secretary of State under section 78 of the Natural Environment and Rural Communities Act 2006

Contractor's Method Statement	<p>A statement in relation to works proposed to be carried out under this licence (eB reference: HS2-HS2-EV-TEM-000-000025) describing the proposed works and including the following:</p> <ul style="list-style-type: none"> <li>• a description of the works concerned;</li> <li>• a description of work methods and means of avoiding or mitigating disturbance to GCN;</li> <li>• an appraisal of the existence and practicality of alternative measures that may have a lower level of impact on GCN.</li> </ul> <p>All Contractor's Method Statements must be approved by HS2 Ltd prior to licensable works commencing.</p>
Assumed Metapopulation (AMP)	A GCN metapopulation identified along the Phase 2a route.
Phase 2a GCN Licence AMP Licensing Policy (LP) Registration Proforma	A proforma document to be attached to the Contractor's Method Statement when written approval from Natural England is required when implementing Licensing Policies (eB reference: HS2-HS2-EV-COD-A000-000001).
HS2 Technical Standard – Ecology (ETS)	Chapter 16 of the HS2 Technical Standard - Ecology (eB reference: HS2-HS2-EV-STD-000-000017), or any subsequent version confirmed as satisfactory in writing by Natural England.
HS2 Phase 2a: Great Crested Newt Habitat Management, Maintenance and Population Monitoring Plan (GCN HMMPMP)	The Phase 2a: Great Crested Newt Habitat Management, Maintenance and Population Monitoring Plan (eB reference: 1D204-EDP-EV-REP-A000-000001), or any subsequent version approved in writing by Natural England.
HS2 Great Crested Newt – Licensing Policy Use Framework	HS2 Great Crested Newt – Licensing Policy Use Framework (eB reference: 1D204-EDP-EV-REP-000-000008), or any subsequent version approved in writing by Natural England.
HS2 Phase 2a West Midlands – Crewe: Technical Note – Field Survey Methods and Standards for Great Crested Newt and Badger in relation to the Route Wide Licence Implementation (FSMS)	HS2 Phase 2a West Midlands – Crewe: Technical Note – Field Survey Methods and Standards for Great Crested Newt and Badger in relation to the Route Wide Licence Implementation (eB reference: 1D204-EDP-EV-NOT-000-000001), or any subsequent version confirmed as satisfactory in writing by Natural England.
Licensing Policies	<p>The four licensing policies approved by Defra in February 2016:</p> <p><a href="http://www.gov.uk">European protected species policies for mitigation licences - GOV.UK (www.gov.uk)</a></p>
Core Habitat	Suitable GCN terrestrial habitat that is within 50m of a waterbody suitable for GCN.
Suitable Waterbody	A waterbody that has the potential to provide a suitable environment for foraging and/or breeding GCN.
Unexpected	'Unexpected' means: Having taken all reasonable steps to conclude that GCN were not likely to be present, either because the site had been trapped or otherwise cleared of GCN, or because the habitat was assessed as unsuitable for GCN (See Information & Advice note o).

Terms and requirements of this licence that express conditionality are conditions of this licence whether so called or not.

The headings used in this licence and its Annexes are for convenience only and shall have no effect upon the interpretation of this licence or its conditions.

## LICENCE CONDITIONS

### Authorising people to use this licence (see Definitions)

1. Prior to the first use of this licence HS2 Ltd shall authorise an Appointed Person whose details will be provided in writing to Natural England to oversee use of this licence.
2. HS2 Ltd (or the Appointed Person on behalf of HS2 Ltd) may authorise the following persons to use this licence (authorisations must be in writing):
  - a. Employees of HS2 Ltd (including staff seconded to work directly for HS2 Ltd) to act as Authorised Persons whilst engaged in official business of HS2 Ltd.
  - b. Employees of contractors of HS2 Ltd to act as Accredited Agents whilst engaged in official business of HS2 Ltd.
  - c. Employees of contractors of HS2 Ltd to act as Assistants whilst engaged in official business of HS2 Ltd, who will do so whilst under the direct supervision of an Authorised Person or Accredited Agent.
3. The Annex B list may be amended by HS2 Ltd from time to time and a person becomes an Appointed Person, Authorised Person or Accredited Agent once named on Annex B.
4. The Annex B list of Authorised Persons and Accredited Agents shall be held and maintained by HS2 Ltd and shall be made available to Natural England at reasonable notice upon request.

### Working under the licence

5. HS2 Ltd is responsible for ensuring that:
  - a. All surveys must be conducted in accordance with Natural England's published advice (see [Great crested newts: surveys and mitigation for development projects](#)) and the HS2 Phase 2a West Midlands – Crewe: Technical Note – Field Survey Methods and Standards (FSMS) for Great Crested Newt and Badger in relation to the Route Wide Licence Implementation (eB reference: 1D204-EDP-EV-NOT-000-000001).
  - b. All persons using this licence must act in accordance with the HS2 Technical Standard – Ecology (eB reference: HS2-HS2-EV-STD-000-000017) (hereafter referred to as the 'ETS') and guidance referred to in this licence, including Annex A, though if there is any conflict between that document and the express terms of this licence, this licence shall prevail.
  - c. Population, habitat monitoring and maintenance will be undertaken in accordance with the HS2 Phase 2a: Great Crested Newt Habitat Management, Maintenance and Population Monitoring Plan (eB reference: 1D204-EDP-EV-REP-A000-000001) (hereafter referred to as the 'GCN HMMPMP').
6. HS2 Ltd must ensure that any variations or new versions of the above documents, where those changes affect the chapters relevant to GCN, are submitted to Natural England for agreement prior to being published for use.
7. HS2 Ltd must ensure that when carrying out activities authorised by this licence, all reasonable precautions must be taken to ensure that unnecessary suffering and harm to the species covered by this licence is avoided.
8. HS2 Ltd is responsible for all activities carried out under this licence by its Appointed Person, Authorised Persons, Accredited Agents and their Assistants. Persons authorised by HS2 Ltd to work under this licence must comply with all the terms and conditions of the licence and its associated annexes. Where licence conditions are breached, any or all persons authorised by HS2 Ltd to work under the remit of the licence may be subject to enforcement action by Natural England.
9. HS2 Ltd must comply with and ensure that the Appointed Person, Authorised Persons, Accredited Agents and their Assistants and all persons acting under this licence comply with:
  - a. the terms and conditions of this licence including the additional licence conditions within Annex A to this licence and the requirements of the ETS.
10. It is the responsibility of HS2 Ltd to ensure that:
  - a. persons using this licence possess appropriate knowledge, training and experience to undertake licensed activities in accordance with the terms and conditions of this

- licence and accepted best practice (see Information & Advice note c).
- b. works are conducted in accordance with good practice and the necessary steps are taken to limit impacts on the species covered by this licence.
  - c. its Authorised Persons and Accredited Agents use appropriate equipment and that they are competent to use such equipment. It is then the responsibility of the Accredited Agent to ensure that they select and use the appropriate equipment to avoid unnecessary suffering. Any Authorised Person or Accredited Agent must do the same for any Assistant under their supervision.
11. This licence may only be used on land owned by, or under the control of HS2 Ltd or where HS2 Ltd has been given permission by the owner and/or occupier to undertake licenced works within the counties named above.
12. All licensed works must be undertaken in accordance with the additional licence conditions within Annex A of this licence.

### **Recording and reporting requirements**

13. HS2 Ltd shall maintain a record of all activities carried out under the authority of this licence necessary for reporting to Natural England, including (as a minimum):
- a. a list of all persons authorised to act under the licence and in what capacity (i.e., Appointed Person, Authorised Person(s) and Accredited Agents);
  - b. any action undertaken under licence at any site;
  - c. any mitigation or compensation provision;
  - d. any surveying and monitoring conducted;
  - e. any dead or injured GCN found on site;
  - f. any incidents or reports of activities in breach of this licence, including details of steps taken, and any disciplinary, remedial or corrective action; and
  - g. A list of all sites where a Licensing Policy has been implemented.

These records must be kept until ten years after the final licensed action is undertaken and must be made available for inspection by Natural England at any reasonable time.

14. Records created by each Accredited Agent must be provided to HS2 Ltd in a timely fashion to facilitate submission of the Annual Report (Annex C) required by Condition 15 of this licence.
15. An Annual Report (using Annex C) of activities conducted under this licence must be sent by HS2 Ltd to Natural England (at the address given below) for the reporting period 1 January (or date of issue, whichever is sooner) to 31 December (inclusive) no later than 28 February following each reporting year. If the licence is not used, a 'nil return' must be provided. A final report, covering activities conducted under the licence between 1 January 2024 (*day following final date from previous report*) and 29 July 2024 (*expiry date*) (inclusive) is to be submitted within four weeks of the expiration of the licence.
16. Survey and monitoring records must be published and made available for the Local Biological Record Centre and to the relevant national recording scheme (or National Biodiversity Network (NBN) Atlas if there is no appropriate scheme) annually.

### **Licence compliance**

17. For the purpose of ascertaining whether the conditions of this licence are being, or have been, complied with, HS2 Ltd, the Appointed Person and each Authorised Person or Accredited Agent must permit an officer of Natural England reasonable access to land where operations are being undertaken under this licence. Officers of Natural England shall also be permitted to be present during any operations carried out under the authority of this licence. Any such officer of Natural England may be required to produce his/her/their identification on demand and will be permitted to be accompanied by such persons as he/she/they considers necessary for the purpose of the visit. Authorised Persons and Accredited Agents must give all reasonable assistance to an officer of Natural England and any persons accompanying him/her/they.
18. Natural England must be informed of all breaches to this licence as soon as possible after discovery, no more than two working days from the breach becoming apparent. Unless

advised otherwise by Natural England, HS2 Ltd must take the necessary steps to address any breaches or poor practice identified as quickly as possible, providing these actions do not require an additional licence.

Issued by and on behalf of Natural England on 29 July 2022



## **INFORMATION AND ADVICE specific to this Licence**

- a. This licence is only issued for two years. Please note that the licence may be modified or revoked at any time by Natural England or the Secretary of State, but this will not be done unless there are good reasons for doing so.
- b. Authorised Persons and Accredited Agents are advised to carry a copy of this licence at all times when acting under this licence.

### **Training and experience requirements**

- c. Training must be relevant to the conditions and the activities permitted by the licence and should be undertaken at regular intervals. It is the responsibility of each Authorised Person and Accredited Agent to maintain their expertise at an appropriate level to act under this licence. It is also the responsibility of each Authorised Person and Accredited Agent to ensure that any Assistants under their direct on-site supervision have appropriate training, experience and instruction to undertake the activity they are being asked to do under this licence.

As a minimum, this must include: identification of European and other Protected Species relevant to the species and activities authorised by this licence and signs indicating they may be present; undertaking record searches; the ability to identify a rare species, non-native species and populations of significant importance; surveying techniques; best practice guidance and reasonable avoidance measures; mitigation techniques and methods including the use of Licensing Policies, and compensation requirements and measures; a working knowledge of the Regulations and the Act together with an understanding of offences that may be committed.

### **General welfare considerations**

- d. Persons acting under this licence may photograph any protected species named in this licence in connection with licensed work provided that this causes no additional disturbance or any other harm.
- e. Under the Animal Welfare Act 2006 it is an offence to cause any unnecessary suffering to an animal under the control of man (section 4). This applies to the treatment of animals (including non-target species) held in traps/nets etc.
- f. It is the responsibility of each person relying on this licence to use appropriate equipment and to ensure that they are competent to use such equipment so as to avoid causing unnecessary suffering.

### **Compliance and enforcement**

- g. HS2 Ltd is expected to monitor compliance with the licence and to take action in the event that poor practice and/or non-compliance are identified. A person may be barred from using this licence by Natural England, for example, if that person breaches the conditions of this licence. In these circumstances Natural England will notify HS2 Ltd.
- h. Natural England will consider reporting any non-compliance, or concerns over standards, to the professional body of which anyone acting under this Licence is a member.

## **INFORMATION AND ADVICE for all Licences**

### **General Information**

- i. The common name of the species given in licences and annexes to licences is included by way of guidance only; in the event of any dispute or proceedings, it is the scientific name of the species only that will be taken into account.
- j. No person convicted on or after 1 January 2010 of an offence under the Conservation of Habitats and Species Regulations 2017, the Wildlife and Countryside Act 1981, the Protection of Badgers Act 1992, the Deer Act 1991, the Hunting Act 2004, the Wild Mammals (Protection) Act 1996, the Animal Welfare Act 2006 or the Protection of Animals Act 1911 (all as amended) may use this licence without the permission of Natural England unless, in respect of that offence, either:
  - i. they are a rehabilitated person for the purposes of the Rehabilitation of Offenders Act 1974 and their conviction is treated as spent; or
  - ii. a court has made an order discharging them absolutely.

Any request to use the licence by a person to whom this note applies will be considered on its merits.

### **The limits of licences**

- k. Licences permit action only for the purposes specified on that licence.
- l. Licences do not permit actions prohibited under any other legislation, nor do they confer any right of entry upon land.
- m. Unless otherwise stated, the provisions of Natural England licences only apply landward of the mean low water mark in England. The Marine Management Organisation is responsible for all licensing seaward of the mean low water mark.

## Protected sites

- n. With the exception of WML-CL25 (to permit the diversionary feeding of hen harrier (*Circus cyaneus*) on grouse moors in northern England), a licence does not give permission from Natural England to carry out a licensed activity on a Site of Special Scientific Interest (SSSI). The notification documents for each SSSI contain a list of operations that require Natural England's prior consent. Owners and occupiers of land notified as SSSIs are required to give written notice to Natural England before either beginning any of these operations, or allowing someone else to carry out those operations. SSSI consent can only be given to a SSSI owner or occupier. It may be given with or without conditions, or in some cases, consent may not be granted. A similar process applies to public bodies and statutory undertakers (as defined under Section 28G of the Wildlife and Countryside Act 1981 (as amended)) and this obligation applies even where the operations are carried out on land outside of the SSSI.

Please note that as HS2 Ltd you will not be able to undertake the licensed activity on a SSSI until the owner or occupier of the SSSI has applied for, and received, Natural England's written SSSI consent. If you do so, you may be at risk of committing an offence. As HS2 Ltd, if you wish to exercise this licence on a SSSI you must contact the relevant owners or occupiers of the SSSI and ensure they give written notice to Natural England of their proposal to permit you to carry out licensed activity on their SSSI. You should wait until a SSSI consent decision has been received by the SSSI owner/occupier before you begin to exercise this licence on a SSSI. See [Gov.uk](http://www.gov.uk) for further information on how to get SSSI consent from Natural England.

In considering whether to issue consent or assent for activities likely to affect a SSSI that is a European Site, in other words a Special Protection Area (SPA) or Special Area of Conservation (SAC), Natural England will carry out a Habitats Regulations Assessment, as required by the 2017 Regulations to ensure there will be no adverse effects on the European Site.

To identify the location of SSSIs and European Sites, refer to the [Magic map system](#). You can search for and view details about all SSSIs by using Natural England's [Designated Sites system](#), including the citation and the list of operations requiring Natural England's consent for each site.

## Unexpected finds:

- o. In the event of a GCN unexpected find, works should cease within 50m of the vicinity of the find and advice sought immediately from a suitably qualified, experienced, and licenced ecologist who is registered as an Accredited Agent under this Licence. The Accredited Agent will:
- Establish and confirm whether the find is a GCN. If it is not a protected or invasive species, the animal should be moved to a safe location and work can continue with no further action. This will be undertaken by a suitably experienced ecologist or Ecological Clerk of Works (ECoW).
  - Where the animal is confirmed to be a GCN, the Accredited Agent will contact the Appointed Person and/or Authorised Person(s) and the Natural England HS2 Advice Team (contact details shown below) as soon as is practicable.
  - Following this initial contact and discussion, the Accredited Agents will confirm the find to HS2 Ltd and the Natural England HS2 Advice Team (see contact details below) via email. This email will confirm the number of GCN found, find circumstances, details of previous surveys and/or additional pre-works inspections and what is proposed as additional or revised mitigation/compensation.
  - HS2 Ltd and Natural England will confirm in writing whether any further works following the unexpected find can be authorised under the licence.

## Contact details for Natural England

*For licensing enquiries (& Reporting):*

**Telephone** 020 802 61089

**Email** [HS2wildlifelicensing@naturalengland.org.uk](mailto:HS2wildlifelicensing@naturalengland.org.uk)

### Postal address

Wildlife Licensing, Natural England, Horizon House, Deanery Road, Bristol BS1 5AH

*For other enquiries use the Enquiry Service:*

**Telephone** 0300 060 3900

**Email** [enquiries@naturalengland.org.uk](mailto:enquiries@naturalengland.org.uk)

**Web** [Natural England - GOV.UK](http://www.naturalengland.gov.uk)

## Other useful contacts

**Local Record Centres:** to find out where your nearest Local Record Centre is visit the Association of Local Environmental Record Centres website at: <http://www.alerc.org.uk/find-an-lrc.html>

**Legislation:** to view the full text of the legislation referred to in this licence visit <http://www.legislation.gov.uk>

**Feedback and Complaints:** we welcome and value your compliments, complaints, suggestions and comments about our services. Please see our 'Contact us' section for more details.  
<https://www.gov.uk/government/organisations/natural-england#org-contacts>



### **Who is collecting my data?**

The data controller is Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX. You can contact the Natural England Data Protection Manager at: Natural England, County Hall, Spetchley Road, Worcester, WR5 2NP; [foi@naturalengland.org.uk](mailto:foi@naturalengland.org.uk).

Any questions about how we are using your personal data and your associated rights should be sent to the above contact. The Data Protection Officer responsible for monitoring that Natural England is meeting the requirements of the legislation is: Defra group Data Protection Officer, Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor, Seacole Block, 2 Marsham Street, London SW1P 4DF. [DefraGroupDataProtectionOfficer@defra.gsi.gov.uk](mailto:DefraGroupDataProtectionOfficer@defra.gsi.gov.uk).

### **What of my data is being collected and how is it used? What is the legal basis for the processing?**

The information on the licence application form and any supporting material will be used by Natural England to undertake our licensing functions. This will include, but is not limited to assessing your application, issuing a licence if applicable, monitoring compliance with licence conditions and collating licence returns and reports. The personal information we will process will include, but is not limited to, your name and contact details, customer type and reasons for wanting a licence.

Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller. That task is to conduct the licensing functions as delegated by Department for Food, Environment and Rural Affairs (Defra) to Natural England under Part 8 Agreement under section 78 of the Natural Environment and Rural Communities Act 2006.

### **Who will my data be shared with?**

Your personal data may be shared by us with Defra and its executive agencies including the Rural Payments Agency and the Environment Agency. This will be used to monitor and evaluate the effectiveness of our work.

It may also be shared with Police.

We will respect personal privacy, whilst complying with access to information requests to the extent necessary to enable Natural England to comply with its statutory obligations under the Environmental Information Regulations 2004, and the Freedom of Information Act 2000.

### **If you are relying on my consent to process my data, can I withdraw my consent?**

No, because the processing is not based on consent.

### **How long will my data be held for?**

Your personal data will be kept by us for 7 years after the expiry of your licence or longer if stated in the licence conditions.

### **What will happen if I don't provide the data?**

Failure to provide this information will mean that Natural England will not be able process your licence application.

### **Will my data be used for automated decision-making or profiling?**

The information you provide is not connected with individual decision making (making a decision solely by automated means without any human involvement) or profiling (automated processing of personal data to evaluate certain things about an individual).

### **Will my data be transferred outside of the EEA?**

The data you provide will not be transferred outside the European Economic Area.

### **What are my rights?**

A list of your rights under the General Data Protection Regulation, the Data Protection Act 2018, is accessible at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

### **How do I complain?**

You have the right to lodge a complaint with the ICO (supervisory authority) at any time. Should you wish to exercise that right full details are available at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

**Natural England's Information Charter can be found here:** <https://www.gov.uk/government/organisations/natural-england/about/personal-information-charter>

# WML – OR97(A) Annex A

## HS2 Ltd

### Great Crested Newt – HS2, Phase 2a West Midlands to Crewe



## Additional licence conditions for activities and operations affecting great crested newts

### OVERVIEW

This Annex specifies the activities affecting great crested newts (GCN) (*Triturus cristatus*) that are permitted within the Licensed Area and includes relevant conditions.

All activities must be undertaken following the HS2 approved Contractor's Method Statement for the site which in turn follows the procedures laid out within HS2 Technical Standard - Ecology (ETS), HS2 Phase 2a Great Crested Newt Habitat Management, Maintenance and Population Monitoring Plan (GCN HMMPMP), Great Crested Newt – Licensing Policy Use Framework (see Definitions), and where applicable the '[Great Crested Newt Mitigation Guidelines](#)' for activities at that specific location.

This includes methods for capture and exclusion of GCN from the site, use of fencing, aquatic and terrestrial habitat provision and creation as well as management and maintenance of created habitats.

### Interpreting the table of permitted activities and operations

- *Permitted activities and operations*: a brief description of each activity or operation permitted under the licence.
- *Actions made lawful by this licence*: for each activity or operation listed with the presence of a corresponding 'X' indicates which acts are made lawful if conducted in accordance with the terms and conditions of this licence. For example, a person authorised to check pitfall traps and move GCN will not commit an offence by capturing or disturbing GCN, but they would potentially commit an offence if they killed or injured any GCN.
- *Please pay special attention to the following Additional Conditions*: the Additional Conditions that have particular relevance to this activity are listed.
- *Additional terms and conditions*: Any additional terms and conditions that are relevant to a specific activity are stated.

### IMPORTANT

This licence is only to be used in connection with the Project Description and only where licensed activities cannot be reasonably or practicably be avoided.

The conduct of the activities and operations listed in the table below are subject to the Additional Licence Conditions (following the table) and to the terms and conditions contained in the main body of the licence.

**Activities & licensable methods permitted:**

Permitted activities and operations	Actions made lawful by this licence								Additional Condition No. especially relevant to the action	Permitted methods	Months permitted
	Capture	Possess	Transport	Take eggs	Disturb	Killing and injuring	Damage & destroy resting place	Damage & destroy breeding places			
Pond enhancement and restoration					X		X	X	A1, A13, A14, A16, A25, A26, A27, A29	Human presence and activity	Note Additional Condition 13
Pond creation and terrestrial vegetation planting and management					X		X		A1, A13, A14, A16, A25, A26, A27, A29	Human presence and activity	January to December inclusive
Capture, exclusion and relocation of GCN in terrestrial and aquatic habitat	X	X	X	X	X				A6, A7, A8, A9, A14, A15, A16, A17, A19, A20, A22, A23, A24, A28	<ul style="list-style-type: none"> <li>• by hand;</li> <li>• destructive searches, preceded by a hand search;</li> <li>• Aquatic funnel traps, box traps, pitfall traps and refuges</li> <li>• nets</li> <li>• exclusion fencing (including exclusion by permanent, temporary and one-way amphibian fencing</li> <li>• drift fencing</li> <li>• ring fencing water body</li> </ul>	<p>March to October inclusive</p> <p>Note Additional Conditions 14 and 15</p>
Relocating GCN found on sites where they were unexpected	X	X	X	X	X				A16, A22, A24, A28	<ul style="list-style-type: none"> <li>• by hand;</li> <li>• destructive searches, preceded by a hand search</li> </ul>	January to December inclusive

Permitted activities and operations	Actions made lawful by this licence								Additional Condition No. especially relevant to the action	Permitted methods	Months permitted
	Capture	Possess	Transport	Take eggs	Disturb	Killing and injuring	Damage & destroy resting place	Damage & destroy breeding places			
Site clearance, including removal of terrestrial vegetation, hard-standing, buildings and landscaping					X	X	X		A10, A11, A12, A14, A15, A16, A18, A19	Human presence and activity	January to December inclusive
Removal of rubble and log piles and other potential hibernacula					X	X	X		A6, A10, A11, A12, A14, A16, A18, A19	Human presence and activity	January to December inclusive
Drain down ponds, ditches and water bodies, including removal of aquatic vegetation					X	X	X	X	A10, A11, A12, A13, A14, A18, A19	Human presence and activity	January to December inclusive  Note Additional Conditions A13 and A14
Fill-in ponds, ditches and water bodies					X	X	X	X	A10, A11, A12, A13, A14, A18, A19	Human presence and activity	January to December inclusive

Permitted activities and operations	Actions made lawful by this licence								Additional Condition No. especially relevant to the action	Permitted methods	Months permitted
	Capture	Possess	Transport	Take eggs	Disturb	Killing and injuring	Damage & destroy resting place	Damage & destroy breeding places			
Surveying and monitoring of GCN in terrestrial and aquatic habitats	X				X				A2, A19, A20, A22, A24, A32	Permitted methods include: <ul style="list-style-type: none"> <li>• take by hand;</li> <li>• torch/night searches;</li> <li>• pitfall traps and refuges;</li> <li>• aquatic funnel traps including bottle traps; and</li> <li>• nets</li> </ul> Any animals captured must be released at the same location immediately after examination.	March- June inclusive

## Additional Conditions

### When this licence can be used

- A1 Any works undertaken using this licence must comply with the requirements set out in the HS2 Technical Standard - Ecology and approved Contractor's Method Statement developed for the site.
- A2 Any surveying must be conducted in accordance with the requirements set out in the most up to date iteration of the '[Great Crested Newt Mitigation Guidelines](#)' available.
- A3 Work may only be undertaken after a Contractor's Method Statement (see Definitions) for those works has been approved by the Appointed Person or Authorised Person.
- A4 The Contractor's Method Statement template (eB reference: HS2-HS2-EV-TEM-000-000025) must be used for works not previously approved by HS2 Ltd. Changes to the template must be agreed in writing by Natural England. Approved Contractor's Method Statements shall be retained by HS2 Ltd and made available on demand to Natural England.

### Permitted activities and operations

- A5 Only activities and operations specified in the table above are permitted under this licence.
- A6 The use of suitably trained conservation dogs to aid detection of GCN is permitted for appropriate activities in conjunction with other methods, details of which are to be set out in the relevant Contractor's Method Statement.

### Use of Licensing Policies (LPs)

- A7 If it is proposed to follow Licensing Policies (LPs) 1, 2 or 3 for any site, written approval must be obtained from Natural England using the 'AMP LP Registration Proforma' (see Definitions) prior to the onset of works on that site. The AMP LP Registration Pro forma shall contain all of the information reasonably necessary to allow Natural England to satisfy itself that the relevant LP(s) may be followed.
- A8 When applying LP4, suitable waterbodies that have not received a full presence/likely absence survey will be assumed to have GCN present. The policy guidance must be followed ([European protected species policies for mitigation licences - GOV.UK \(www.gov.uk\)](#)).
- A9 Prior to the onset of works on a site, written approval must be sought from Natural England using the 'AMP LP Registration Proforma' if LP4 is being proposed when the following circumstances apply:
- Where habitat clearance involves any suitable waterbody loss and/or clearance of  $\geq 30\%$  of a suitable waterbodies' core terrestrial habitat (unless the waterbody has been confirmed as likely absent of GCN) within an AMP; and/or
  - When used in conjunction with any other LP.

### Killing and injuring of GCN

- A10 Killing and injuring of GCN is only permitted when the following circumstances apply:
- i. When suitable trapping, relocation and exclusion effort has occurred on site; or
  - ii. Where GCN have been found unexpectedly (see Definitions); or
  - iii. Where only a small proportion of the local GCN meta-population is expected to be present on the site, and where additional provision has been made for habitat enhancement or creation of greater and longer-term benefit to GCN.
- A11 Where the circumstances outlined in numbered paragraph three (iii) of Annex Licence Condition A10 apply, a map identifying those areas where killing and injury may occur must be produced and included within the Contractor's Method Statement approved by HS2 Ltd. A map identifying where additional provision has been made for habitat enhancement or creation of greater and longer-term benefit to GCN must also be included within the same Contractor's Method Statement approved by HS2 Ltd.
- A12 In all circumstances outlined in Annex Licence Condition 10 killing and injury is only authorised if works are carried out in accordance with the work schedule which forms part of the Contractor's Method Statement approved by HS2 Ltd. This licence does not provide a defence



against criminal proceedings should any works result in mortality of GCN where these works were not carried out in accordance with the work schedule within the Contractor's Method Statement.

### **Timing of activities**

- A13 Damaging or destructive works affecting waterbodies potentially used as breeding sites by GCN must be undertaken outside the breeding season (February – October, inclusive), unless it is impractical to do so. Where such works take place in the breeding season this must be recorded and documented within the Contractor's Method Statement for the site (with justification as to why this was necessary) and documented in the next Annual Report to Natural England. This written justification must also be provided to Natural England at any reasonable time on demand.
- A14 Activities impacting upon GCN should normally be undertaken within the time periods specified in the table above. However, where prevailing weather conditions are favourable for GCN activity, up to and including the period of work, then these may be conducted in February and November.
- A15 Any planned capture of individuals for the purpose of moving them away from an area of imminent works must only take place in months with weather conditions suitable for the species to be active, and not torpid.
- A16 Where hibernating or torpid animals are found unexpectedly, best practice methodology must be followed. An Authorised Person, having taken into consideration the advice of the Accredited Agent associated with the site, must determine whether works can continue without breaching the conditions of this licence.
- A17 When not in use, pitfall traps in publicly accessible areas must be removed or monitored daily where there is potential for vandalism or misuse. An Authorised Person or Accredited Agent should determine the approach.

### **Awareness and competency**

- A18 Before any works commence on a site all those persons involved with the licensable works must be briefed by way of a 'tool box talk', given by an Authorised Person or Accredited Agent, including guidance upon:
- How to identify GCN;
  - What to do should GCN be found, including good working practices; and
  - What is and is not permitted under the licence.
- A19 Certain activities permitted by this licence, identified in the table above as being subject to this condition, require ecological expertise. Activities subject to this condition must only be carried out by an Authorised Person or Accredited Agent with suitable experience. Assistants may only undertake such tasks when under the direct on-site supervision of such a person.
- A20 Box traps (also referred to as Dewsbury traps) can only be used by a suitably qualified and experienced ecologist who has possessed a relevant class licence in the last 3 years.
- A21 Where licence or additional licence conditions refer to publications, licence users are expected to refer to the most up to date iteration available. Natural England can direct users to the relevant iterations.

### **Biosecurity and non-native species**

- A22 The biosecurity guidelines in *Amphibian Disease Precautions: A guide for UK fieldworkers, ARG-UK Note 4* (available from [www.arguk.org](http://www.arguk.org)) must be observed by all licence users.
- A23 Any animal listed in Schedule 9 Part 1 (but not Part 1A or 1B) of the 1981 Act which is a species which is not ordinarily resident in England in a wild state, that is caught in a trap set under this licence must not be released or allowed to escape back into the wild; it must be humanely despatched, unless a specific licence to release that species has been obtained, or alternate advice been provided in writing by Natural England.

### **Welfare**

- A24 Persons capturing newts under this licence must follow the advice on welfare considerations for capture programmes in the '[Great Crested Newt Mitigation Guidelines](#)' available from Natural England.

### **Habitat enhancement and creation**

- A25 HS2 Ltd must ensure habitat enhancement and/or creation and management is detailed within the Contractor's Method Statement prior to any works commencing on site. Habitat management is to specify the ecological objectives of each ecological habitat creation area and the measures to be taken to establish and maintain these habitats.
- A26 Habitat creation (as detailed within the Contractor's Method Statement for each site) must take place in advance of that habitat being required by GCN for the relevant stage of its life-cycle (e.g. a replacement breeding pond must be created and functional before the onset of the breeding season). To this end, sufficient compensatory habitat (terrestrial and aquatic) must be created at least six months in advance of its required use, with only months within a plant growing season counting towards this minimum period (March – September, inclusive). Where a population is likely to be dependent solely on a pond being lost, the replacement ponds should be created at least 12 months in advance.
- A27 In circumstances where the standards set out in Annex Licence Condition 26 cannot be met, HS2 Ltd must contact the Natural England HS2 Advice Team (see contact details above). Natural England will confirm whether the proposal can be authorised under this licence or whether an alternative will need to be considered.
- A28 GCN must not be translocated to other locations unless the terrestrial and/or aquatic habitats are suitable for GCN. The suitability of the site is to be confirmed by an Authorised Person or Accredited Agent working under the remit of this licence.
- A29 Sufficient, appropriately located compensation must be in place and functional as GCN habitat for every phase of development works prior to the commencement of destructive works on that site. It must be clearly documented which compensation measures have been provided for each section of development works. The level of compensation to be provided will be set out in the approved Contractor's Method Statement for each site. Upon request, this information must be provided to Natural England at any reasonable time.
- A30 Drainage or other engineering features should be designed to avoid the potential entrapment of newts or other amphibians, reptiles and small mammals. Where this is not reasonably practicable, preventative measures should be included to reduce the likelihood of entrapment.
- A31 Conservation enhancement and other habitat management works on any land must not take place within the boundary of sites that are designated as Special Protection Areas (SPA), Special Areas of Conservation (SAC) or Sites of Special Scientific Interest (SSSI) until consent, specifically relating to the activities permitted by this licence, has been obtained from Natural England.

### **Population and habitat management and maintenance**

- A32 The affected populations remaining at the site of impact **and** those at any receptor site, and habitat restored or created must be monitored, managed and maintained in accordance with the agreed HS2 Phase 2a: Great Crested Newt Habitat Management, Maintenance and Population Monitoring Plan (eB reference: 1D204-EDP-EV-REP-A000-000001). This information must be provided annually to Natural England as part of the Annual Return Process.