

**EARLY ACCESS AGREEMENT FOR SURVEY PURPOSES**

FROM: High Speed Two (HS2) Limited  
2 Snowhill  
Queensway  
Birmingham  
B4 6GA  
("HS2 Ltd")

TO: [Name]  
[Address]  
(the "Licensor")

Dear [Sir/Madam] OR [NAME]

**HIGH SPEED TWO (HS2) RAIL PROJECT**  
**Property:** [insert] ("Property")  
**Title Number(s) of the Property:** [insert] .  
**Our Ref:** [insert]

**1. General**

1.1 HS2 Ltd requires access over and temporary occupation of parts of the Property for the purpose of undertaking pre-construction survey work as described at Annex 1 and any works associated or ancillary to such survey work ("Surveys").

1.2 The Licensor confirms that:

1.2.1 the Licensor has a freehold, leasehold or other proprietary interest in the Property; and

EITHER

1.2.2 the Licensor has the legal right to grant the rights of access, temporary occupation and other rights contained in this Licence and warrants that no other party's consent is needed to grant this Licence; or

1.2.3 the Licensor has notified HS2 Ltd of any other owners, occupiers, tenants, licensees or users of the Property.

1.3 In consideration of the obligations on HS2 Ltd's part contained in this Licence, the Licensor grants HS2 Ltd and those authorised by it the right:

1.3.1 to enter and take vehicular and pedestrian access to, from and over the Property using the access routes as agreed between the parties (both acting reasonably); and

1.3.2 to temporarily occupy the part or parts of the Property as agreed between the parties (both acting reasonably)

for the purpose of carrying out the Surveys (with such materials, machinery, tools, plant and equipment as HS2 Ltd and those authorised by it consider necessary) as licensee only from the date of this Licence (“**Commencement Date**”) at all reasonable times until the Expiry Date (as defined in clause 4.6.5).

1.4 The date of this Licence shall be the date on which this Licence has been signed by the final party to it.

## 2. **Obligations of HS2 Ltd**

In consideration of the rights granted by the Licensor, HS2 Ltd undertakes as follows:

2.1 if HS2 Ltd in its absolute discretion elects to carry out the Surveys, to procure any contractors engaged by HS2 Ltd to carry out the Surveys do so in a good and workmanlike manner;

2.2 to pay to the Licensor in accordance with Annex 2:

2.2.1 the Licence Fee (as defined in Annex 2) within 30 days of the Commencement Date;

2.2.2 any reasonable and proper Subsequent Survey Payments (as defined in Annex 2) quarterly in arrears; and

2.2.3 in the case of agricultural land any Crop Loss Payment that is applicable (as defined in Annex 2) within 30 days of the agreement or determination of any claim for Crop Loss Payment made by the Licensor;

2.3 to pay to the Licensor in accordance with Annex 2 and within 30 days of receipt of written demand the Licensor’s reasonable and properly incurred professional fees (together with irrecoverable VAT) arising directly in connection with the completion of this Licence up to the maximum sum of £600 (six hundred pounds) plus irrecoverable VAT, subject always to:

2.3.1 the Licensor agreeing with HS2 Ltd their proposed professional fees before incurring them; and

2.3.2 the Licensor providing a valid VAT invoice made out to High Speed Two (HS2) Limited, 2 Snowhill, Queensway, Birmingham B4 6GA or such other address as notified to the Licensor from time to time

PROVIDED THAT:

2.3.3 the Licensor may not make any written demand under this clause 2.3 prior to the Commencement Date;

2.4 to comply with the ‘Code of Practice for the Early Access Agreement’ as set out in Annex 3;

2.5 to provide to the Licensor at least 72 hours’ prior notice of when access will be taken for the purposes of the Surveys;

2.6 *Making good*

- 2.6.1 within a reasonable timeframe following completion of the Surveys to make good to the Licensor's reasonable satisfaction any physical damage HS2 Ltd has caused to the Property as a result of undertaking the Surveys; or
- 2.6.2 (if so agreed otherwise) to reimburse the reasonable and proper costs incurred by the Licensor in making good such damage within a reasonable period of demand (being not less than 30 days)

PROVIDED THAT no payments will be due under clause 2.6.2 from HS2 Ltd to the Licensor at any time during which the works required or costs payable under clause 2.6.1 or 2.6.2 are in dispute or awaiting determination under 4.2.

## 2.7 *Indemnity*

2.7.1 to indemnify the Licensor against all direct losses (which in this clause 2.7 shall mean any proper claims, demands, damages, losses and (subject to provisos (a), (b), (c) and (d) immediately below) reasonably and properly incurred costs and expenses, but shall exclude any compensation which has been or is to be paid in accordance with clause 2.6 or under clause 2.8) arising from a failure by HS2 Ltd (or those authorised by it) to comply with its obligations in this Licence, unless such actions, claims or demands arise as a result of the default, wrongful act or negligence of the Licensor (or its employees, agents, representatives, workmen, contractors, licensees or invitees) SUBJECT TO:

- (a) the Licensor giving written notice to HS2 Ltd as soon as practicable of any potential claim under this clause 2.7.1;
- (b) the Licensor at the cost of HS2 Ltd (such costs to be reasonably and properly incurred and approved by HS2 Ltd in advance of them being incurred) providing such further information and assistance as HS2 Ltd may reasonably request in relation to any claim under this clause 2.7.1;
- (c) the Licensor mitigating any losses it may suffer or incur as a result of an event which may give rise to a claim under this indemnity as far as is reasonably possible; and
- (d) the Licensor not making any admission of liability or settling, agreeing or compromising any action, claim or demand which may give rise to a claim under this clause 2.7.1 without the prior written consent of HS2 Ltd.

2.7.2 for the avoidance of doubt, no payments will be due under this clause 2.7 or otherwise under this Licence from HS2 Ltd to the Licensor at any time during which any works or costs are in dispute or awaiting determination under clause 4.2;

## 2.8 *Rural schemes*

2.8.1 to compensate the Licensor in accordance with clause 2.8.2 to the extent that they are the current occupier of the Property and the claimant on the Property in relation to:

- 2.8.1.1 the Basic Payment Scheme;

- 2.8.1.2 Greening;
- 2.8.1.3 any Rural Development Scheme; and
- 2.8.1.4 any revised or successor schemes to those referred to in clauses 2.8.1.1 to 2.8.1.3;

(together the “Schemes”)

- 2.8.2 to compensate the Licensor for any losses arising directly from any action by or omission of HS2 Ltd (or any party duly authorised to act on its behalf) in carrying out the Surveys on the Property including any breach of land eligibility or other requirements of the Schemes or the Cross Compliance unless such reductions or penalties arise as a result of the default, negligence or wrongful act of the Licensor (or its employees, agents, representatives, workmen, contractors, licensees or invitees);

PROVIDED THAT the Licensor shall:

- (i) comply with the requirements of the Schemes and Cross Compliance provisions, as applicable;
- (ii) take all reasonable steps to mitigate any losses; and
- (iii) keep HS2 Ltd properly informed of any relevant correspondence to and from the Rural Payments Agency or any such competent authority in respect of possible breaches of any such Scheme(s).

- 2.8.3 for the purposes of this clause 2.8 the following terms shall have the following meanings:

- 2.8.3.1 ‘Basic Payment Scheme’ and ‘Greening’ are the schemes as laid out in the main Direct Payments Regulation (EU) No 1307/2013 of the European Parliament and Council of 17 December 2013 and Commission Delegated Regulation (EU) No 639/2014 of 11 March 2014 and Commission Implementing Regulation (EU) No 641/2014 of 16 June 2014 and any other regulations made by the institutions of the European Union or payment agencies in the United Kingdom governing such schemes (as applicable) and any other schemes which revise or replace such schemes and fulfil the same or similar purpose;

- 2.8.3.2 ‘Cross Compliance’ shall be as defined in ‘The Guide to Cross Compliance in England 2017’ as published on Gov.uk;

- 2.8.3.3 ‘Rural Development Scheme’ shall be the schemes as laid out in the Regulation (EU) 1303/2013 of the European Parliament and Council of 17 December 2013 and Regulation (EU) No 1305/2013 of the European Parliament and the Council of 17 December 2013 and Commission Delegated Regulation (EU) No 807/2014 of 11 March 2014 and Commission implementing Regulation (EU) No 808/2014 of 17 July 2014 and any other regulations made by European Institutions or authorities or payment agencies in the United Kingdom governing such schemes (as applicable) and any

other schemes which revise or replace such schemes and fulfil the same or similar purpose;

- 2.8.4 on reasonable request from the Licensor, to use reasonable endeavours to provide the Licensor with such information as it has available (including maps, but subject to confidentiality and data protection requirements) to enable payments under such Schemes to continue;
- 2.9 in the event that any new or repeat survey works are required beyond the scope of the Surveys and/or following the Expiry Date (as defined in clause 4.6.5) then an extension to this Licence will be subject to agreement between the parties (both acting reasonably);
- 2.10 it is agreed that HS2 Ltd will not be obliged to make any payments to the Licensor at any time during which any making good works, reinstatement works, reimbursement of costs or claims under clauses 2.6 and/or 2.8 are in dispute or awaiting determination under clause 4.2 but this does not include any payments under clause 2.2 or clause 2.3 which have already accrued at the date of reference for determination under clause 4.2 which shall remain payable.
- 3. Obligations of the Licensor**
- In consideration of the obligations on the part of HS2 Ltd, the Licensor undertakes as follows:
- 3.1 to allow all necessary access to the Property, including access for an initial walkover survey prior to receipt of the Licence Fee, and to provide all reasonable co-operation to enable HS2 Ltd and/or those authorised by it to complete the Surveys and to exercise the rights granted by this Licence;
- 3.2 not to enter nor allow any third party under the control of the Licensor to enter or remain on any part of the Property where Surveys and/or any associated works are being undertaken without the prior written consent of HS2 Ltd (such consent not to be unreasonably withheld or delayed);
- 3.3 following request from HS2 Ltd and/or those authorised by it, to provide any relevant information about any hazards (including man-made hazards) or potential hazards on the Property to ensure the health and safety of those persons undertaking the Surveys to the extent that the Licensor has such information available to it;
- 3.4 not to obstruct nor interfere, nor allow any third parties under the control of the Licensor (including for the avoidance of doubt and without limitation employees agents representatives workmen contractors licensees or invitees) to obstruct or interfere with the Surveys;
- 3.5 should the Licensor intend to transfer or otherwise dispose of the Property or any part of it or grant any interest or occupational rights in relation to the Property during the period of this Licence, to:
- 3.5.1 give HS2 Ltd not less than 28 days' prior notice of such transfer or disposal or grant and the identity of the proposed party to whom a transfer or disposal is to be made;
- 3.5.2 use reasonable endeavours to ensure that the proposed party identified under clause 3.5.1 enters into a new licence with HS2 on the terms of this Licence; and

- 3.5.3 notify HS2 Ltd in writing as soon as reasonably practicable following any third party becoming an owner, occupier, tenant, licensee or user of the Property.
- 3.6 to act reasonably, promptly and diligently when asked to provide approval or to agree any matters pursuant to the terms of this Licence; and
- 3.7 to comply with the obligations imposed on the Licensor in clause 2 of this Licence.

#### 4. **General**

4.1 This Licence is personal to HS2 Ltd and does not confer any leasehold or tenancy interest in the Property, nor any exclusive possession of the Property or any part of it.

4.2 The parties shall use reasonable endeavours to resolve any dispute arising in connection with this Licence between themselves. In the event of a failure to resolve any such dispute within 30 days of one party notifying the other of the dispute in accordance with clauses 4.4 and 4.5:

4.2.1 either party may refer the dispute for expert determination;

4.2.2 the expert shall be appointed jointly by the parties to this Licence (who in default of agreement shall on application by either party be appointed by the President of the Royal Institution of Chartered Surveyors or the President of the Central Association of Agricultural Valuers) (the "Expert");

4.2.3 the decision of the Expert shall be final (except in the case of manifest error);

4.2.4 the costs of the parties and the costs of the Expert shall be paid by HS2 Ltd and the Licensor in such proportions as the Expert may direct and the Expert shall be instructed to award such costs in the proportions the Expert shall see fit;

#### PROVIDED THAT

4.2.5 in the case of any dispute relating to any Crop Loss Payment, only those disputes in relation to a sum in excess of £500 shall be referred to expert determination

4.3 HS2 Ltd shall be permitted to perform any or all of its obligations under this Licence by procuring that those obligations are properly performed on its behalf.

4.4 Any notice under this Licence served by the Licensor on HS2 Ltd shall be sent to HS2 Ltd's Land Access Lead at High Speed Two (HS2) Ltd, 2 Snowhill, Queensway, Birmingham, B4 6GA or such other address as advised by HS2 Ltd from time to time with a copy to the Public Enquiries Helpdesk at the same address.

4.5 Any written notice under this Licence served by HS2 Ltd on the Licensor shall be validly served where such notice is sent to the Licensor at the address given at the head of this Licence or by email where the Licensor has provided an email address to HS2 Ltd and unless time of actual receipt is proved any written notice sent by the following means is to be treated as having been served:

4.5.1 if sent by post, on the second working day after posting; and

4.5.2 if sent by email, immediately on being sent.

#### 4.6 Termination

4.6.1 Subject to clause 4.6.2, this Licence expires on the earlier of:

4.6.1.1 the date two years from the date of this Licence;

4.6.1.2 the date on which HS2 Ltd gives notice in writing to the Licensor that it does not intend to carry out any further surveys or monitoring under this Licence; and

4.6.1.3 the date specified in any notice served on the Licensor by HS2 Ltd pursuant to clause 4.6.7.

4.6.2 The exercise of powers of permanent acquisition or temporary possession conferred by the Act over the Property or any part of it shall terminate this Licence in respect of that part of the Property over which such powers are exercised from the date of possession or acquisition as the case may be. For the avoidance of doubt, the exercise of powers of permanent acquisition or temporary possession over part of the Property shall not affect the continued subsistence of the Licence in respect of the remainder of the Property.

4.6.3 In clause 4.6.2 "permanent acquisition" excludes;

(a) the acquisition or creation of easements or other rights over land including restrictive covenants; and

(b) the acquisition of subsoil.

4.6.4 For the purposes of this clause 4.6, "Act" means any Act of Parliament relating to the authorisation, planning and/or construction of a high speed railway line in Great Britain.

4.6.5 For the purposes of this Licence "**Expiry Date**" shall mean the date on which the Licence comes to an end under clause 4.6.

4.6.6 When this Licence ends it will be without prejudice to any outstanding claims between HS2 Ltd and the Licensor.

4.6.7 HS2 Ltd may terminate this Licence at any time and for any reason by serving written notice on the Licensor.

4.7 HS2 Ltd and the Licensor agree that:

4.7.1 this Licence constitutes the entire agreement between the parties in relation to the carrying out of the Surveys; and

4.7.2 if there are any inconsistencies between the terms of clauses 1 to 4 of this Licence and the terms of the Annexes to this Licence, the terms of clauses 1 to 4 of this Licence shall prevail.

SIGNED for and on behalf of the parties:

Signed: ..... Dated: .....

Name: .....

**For and on behalf of HS2 Ltd**

Signed: ..... Dated: .....

Name: .....

**For and on behalf of the Licensor**

Template only not for use

**ANNEX 1**

**Surveys**

Template only not for use

# Annex 1

## Overview of survey requirements –

### 2018 - 2020

As part of the development of HS2, we need site-specific information, and would like to ask for your help. The type and number of surveys that we would like to undertake on your property will depend on the property's features.

For all properties falling within the 2018 to 2020 survey programmes one or more site familiarisation and habitat scoping assessments will be undertaken to reinforce any previously made assumptions and environmental mitigation strategies.

For ecology (wildlife) studies, we will undertake surveys of European Protected Species, such as great crested newts, bats, dormice and otters.

In some cases – which we outline below – other specialists may need to visit the site.

#### 1. Possible surveys: ecology

Depending on the findings of the initial ecology surveys, one or more of the following additional surveys may be required on your property:

---

If your site contains **ponds or lakes**, further surveys may include:

- Amphibians/great crested newts
- Water invertebrates
- Water plants

---

If your site includes **hedges, woodland, scrubland or grassland**, further surveys may include:

- Bats
- Dormice
- Hedgerow
- Badgers
- Overwintering, nesting/ breeding, migrational, wetland, transect or species specific bird surveys

---

If your site contains **flowing water, rivers or ditches**, further surveys may include:

- Crayfish
- Otters
- Fish
- River bank habitat assessment
- Water plants
- Water voles
- Wetland birds

---

If your site contains **buildings or man-made structures**, further surveys may include:

- Bats
  - Trees
- 

In advance of any intrusive survey activities and in particular where vegetation clearance is anticipated a comprehensive site pre-assessment survey will take place, taking account of any relevant seasonal circumstances. This pre-assessment survey is intended to precede any review of environmental issues for the purpose of obtaining consents and approvals.

#### 2. Possible additional surveys: non-intrusive

The following surveys may also be required on your property

- 
- |          |  |
|----------|--|
| Heritage | • Geophysical investigations (site walkover, hand-held monitoring) |
|----------|--|
-

	<ul style="list-style-type: none"> <li>• Field walking (site walkover)</li> <li>• Building recording</li> </ul>
Water	<ul style="list-style-type: none"> <li>• Visual inspections of culverts, drains and watercourses with assessment for surface water flooding</li> <li>• Conditional assessments and botanical surveys of selected watercourses, river catchments and Groundwater Dependent Terrestrial Ecosystem wetland environments</li> <li>• Water flow measurement and monitoring</li> </ul>
Sound and vibration	<ul style="list-style-type: none"> <li>• Day time attended monitoring (site walkover, hand-held monitoring)</li> <li>• Day time unattended monitoring (monitoring station left on site)</li> <li>• Night time attended monitoring (site walkover, hand-held monitoring)</li> </ul>
Highway Structures	<ul style="list-style-type: none"> <li>• Visual inspection of selected highway and/or supporting structures on primary construction roads, haulage corridors and post-delivery maintenance and access routes.</li> <li>• Traffic number assessment and monitoring and temporary installation of a traffic survey counter.</li> </ul>
Utility Services	<ul style="list-style-type: none"> <li>• Visual inspection of all above ground installations, pylons, support structures and associated plant rooms, chambers and sub-station enclosures.</li> <li>• Lifting manholes and opening above ground cabinets.</li> <li>• Visual inspection of pipe routes and valve locations</li> <li>• Lifting manhole lids to confirm pipework condition, depths and flows.</li> <li>• Visualisation of new utility diversion and supply corridors.</li> </ul>
Agriculture	<ul style="list-style-type: none"> <li>• Agricultural land and soil classification validation (ground sampling), general agricultural soil sampling using a hand held auger is deemed to be a non-intrusive survey event for the purposes of the Early Access Agreement</li> </ul>

Payments for ecology and non-intrusive surveys are paid at a rate of £170 per 24 hour period, this will cover all surveys carried out within this period.

In instances where ecology and non-intrusive surveys are completed as part of series, a £350 payment will be made for the first visit and up to 6 return visits. A series is any ecology survey where 2 or more visits to assess the same feature or to carry out surveys of the same nature in the same survey season has been undertaken.

When a survey series has been identified after the initial payment has already been made HS2 will pay £180 for the second visit to bring the series up to the appropriate fee.

There may be instances where additional surveys not listed above are required. If it becomes clear that we need to undertake other non-intrusive surveys, we will notify you as soon as reasonably possible.

Template

**ANNEX 2**

**Payments and Reimbursements**

Template only not for use

**PAYMENT SCHEME  
ANNEX 2**

ACTIVITY	RATES (EXCLUSIVE OF VAT)
<b>1. Licence Fee Payment</b>	
<p>Pre-agreed access for Surveys, allowing 2 non-invasive surveys on the Property.</p> <p>Where the Property is subject to a joint tenancy / ownership or multiple tenancies / ownerships / occupations and HS2 Ltd has entered or proposes to enter into this Licence or separate licences with the freeholder(s) and the leaseholder(s) and other owners or occupiers, multiple Licence Fee payments will not be made for the Property and the Licence Fee for the Property will be shared between the freeholder(s) and the leaseholder(s) or occupier(s) in a 25:75 split (subject to a minimum payment of £250 per occupier). Any Subsequent Survey Payments in Section 2 and, if applicable, any Crop Loss Payment in Section 3 will for the avoidance of doubt be paid to the leaseholder(s) or current occupier(s) of the Property only.</p>	£1,000
<b>2. Subsequent Survey Payments</b>	
Each additional working day on which site access is required beyond the pre-agreed access for Surveys as detailed in Section 1 above.	£170 per 24 hour period
Additional land survey beyond the pre-agreed access for Surveys as detailed in Section 1 above once the main Surveys have been completed and the Property vacated.	£200 per 24 hour period
For all non-intrusive ecology and environmental multiple survey events where there is a requirement for extended environmental monitoring and/or repeat survey events of a similar nature (including without limitation repeat visits to check on installed equipment, change batteries or collect data for surveys such as remote bat tracking using radio transmitters, monitoring nesting boxes and the use of reptile refugia).	£350 per series of survey events, inclusive of the initial installation and up to 6 return visits (repeated as necessary)
<b>3. Crop Loss Payment</b>	
<p>A reasonable and proper crop loss payment will be paid for any permanent crop loss resulting directly from the Surveys which the Licensor could not reasonably have mitigated or avoided in accordance with the following provisions:</p> <ul style="list-style-type: none"> <li>if the total sum of the crop loss payment is estimated by HS2 Ltd to be less than £500 (exclusive of VAT where applicable) the Crop Loss Payment shall be assessed and determined by HS2 Ltd (acting reasonably); and</li> <li>if the total sum of the crop loss payment is estimated by HS2 Ltd to be greater than £500 (exclusive of VAT where applicable) at HS2 Ltd.'s discretion the Crop Loss Payment shall either be assessed and determined by a suitably qualified consultant as appointed by HS2 Ltd from time to time (at the cost of HS2 Ltd) or be assessed and determined by HS2 Ltd (acting reasonably).</li> </ul>	To be determined on a case by case basis in accordance with this Section 3.
<b>4. Professional Fees</b>	
The professional fees referred to in clause 2.3 of the Licence.	£600

**Notes:**

- Scale of Charges listed above is fixed for five years from 1 January 2017.
- In the case of a Licensor who has opted to tax the Property any invoice must be a valid value added tax ("VAT") invoice addressed to High Speed Two (HS2) Limited, 2 Snowhill, Queensway, Birmingham B4 6GA.

- Where HS2 reimburses the Licensor for professional fees in line with clause 2.3, HS2 will pay the net value of the professional fee where the Licensor is VAT registered and able to recover the VAT. HS2 will pay the gross value of the professional fee where the Licensor is not VAT registered. Where the Licensor is VAT registered but unable to claim the VAT, HS2 will pay the gross value of the professional fee after suitable evidence has been provided by the Licensor of its VAT irrecoverability position. The invoice should clearly state whether the Licensor is VAT registered or not.
- HS2 Ltd will not reimburse any time based charges for any Licensor's or Licensor's professional advisors involvement or input in the Surveys pursuant to this Licence.

Template only not for use

**Annex 3**

**Code of Practice for the Early Access Agreement**

Template only not for use

## ANNEX 3

### HS2 Ltd – Code of Practice for the Early Access Agreement

#### Duty of Care

In all its dealings with land owners and occupiers, HS2 Ltd will:

- Aim to minimise any impact on land owners and occupiers and on their businesses
- Indemnify landowners and occupiers in accordance with the terms of the Early Access Agreement
- Act fairly
- Make payments as set out within the Early Access Agreement
- Pay interest on any late payments due under the early access agreement at 4% over the Bank of England Base Rate
- Provide an effective disputes resolution process in accordance with the terms of the Early Access Agreement
- Provide up-to-date contact details for queries and complaints

#### Surveys

- Details of all the different types of survey likely to be carried out by HS2 Ltd will be detailed in Annex 1 to the Early Access Agreement.
- As stated in the Early Access Agreement 72 hours' notice will be given to Licensors before taking access.

#### Compensation

HS2 Ltd will pay reasonable and proper compensation (including any related reasonable and proper professional fees) in accordance with the terms of the Early Access Agreement

#### Basic Payment Scheme and Rural Development Schemes ("Schemes")

- HS2 Ltd will contact the Rural Payments Authority to inform them generally of its proposals for surveys and to seek to avoid complications. Nothing in the Early Access Agreement alters the position that it is the owner/occupier's responsibility to abide by the rules of the Basic Payment Scheme and any other stewardship and management schemes claimed for, including, where appropriate, informing the paying authority of any changes in circumstances which may affect such a claim. The owner/occupier will also keep HS2 Ltd properly informed of any relevant correspondence with the paying authority in relation to any possible breach of the Schemes that might affect their payments.

#### Disputes resolution

- Any disputes will be determined in accordance with the terms of the Early Access Agreement.

#### Representation

- Owners and occupiers are entitled to take professional advice in respect of terms and

conditions of entry into the Early Access Agreement and any claims arising.

- HS2 Ltd wants to work constructively with owners/occupiers and their representatives in order to minimise the potential disruption and reduce the time needed to facilitate access. This will include providing information in advance and agreeing practical arrangements.
- To assist all parties involved and to avoid any later dispute, HS2 Ltd requires that claimants agree their proposed professional fee in advance of incurring costs. The reasonable and proper cost of such advice will only be paid in accordance with the terms of the Early Access Agreement

### **Supervision**

- The survey works will be executed throughout under the supervision of a project manager on behalf of HS2 Ltd.
- Owners and occupiers will be given contact details for a single liaison officer who will be the point of contact for queries and problems.

### **Health and safety**

- When requested, owners/occupiers must provide HS2 Ltd and/or its contractors with any relevant information about man-made hazards on their land with a view to ensuring the health and safety of those undertaking survey work.

### **Access for Owners / Occupiers**

- If any of the permitted activities result in access to any part of the owners'/occupiers' property being inaccessible for more than half a day HS2 Ltd and/or its contractors will discuss this before commencement of work and if reasonably possible provide temporary foot crossings, gates, steps or stiles at a suitable location discussed with the owners/occupiers.

### **Access routes**

- Access points, areas to be accessed and vehicle access routes will be discussed as part of the consultation in advance with owners and occupiers.

### **Identification**

- All persons employed by HS2 Ltd in connection with the works will carry identification with them whenever they are on private land.

### **Working hours**

- Normal working hours are Monday to Saturday, 08.00 – 20.00, excluding Bank Holidays and public holidays, for survey work.
- When HS2 Ltd's contractors will be on private land outside of normal working hours, the owners/occupiers will be given at least 72 hours prior notice of the date and times of the visit.

### **Livestock**

- All gates will be left as they are found, whether open or shut.
- Any escaped or straying livestock will be reported to the owner or occupier as soon as reasonably possible.
- Every reasonable effort will be made to avoid disturbance to grazing livestock.
- Special care will be taken in fields where sheep are grazing with lambs, or where cattle have calves at foot.

### **Biosecurity**

- HS2 Ltd's contractors will follow DEFRA's Biosecurity Guidance to Prevent the Spread of Animal Diseases (this is currently found at [http://archive.defra.gov.uk/foodfarm/farmanimal/diseases/documents/biosecurity\\_guidance.pdf](http://archive.defra.gov.uk/foodfarm/farmanimal/diseases/documents/biosecurity_guidance.pdf)).

### **Equipment**

- All equipment which is left on-site (e.g. monitoring equipment) by HS2 Ltd's contractors will be sited and secured so that it does not pose a risk to people, livestock or vehicles.

### **Topsoil**

- In the unlikely event that topsoil is disturbed, HS2 Ltd's contractors will take all reasonable actions to preserve the structure of the soil. When it is stripped from the land it will be stored separately from other excavated materials. When the works are finished, adequate subsoil preparation will be undertaken before replacing topsoil. If soil has to be imported onto the site, the imported soil will be of a similar nature, structure and quality to the soil disturbed.

### **Trees and hedges**

- No tree will be cut, lopped or felled without the express permission of the property owner. Permission must not be unreasonably withheld or delayed where this does not affect the owner's use and enjoyment of the land.

### **Land drainage**

- Reasonable care will be taken to ensure that the minimum amount of damage or disturbance to land drains is caused.
- A record of condition will be made of any land drains disturbed and repair work carried out.
- Any land drains disturbed will be marked by pegs.
- Any remediation or repair work to land drains will be discussed in advance and agreed with the owner or occupier and will be carried out by a suitably competent drainage subcontractor.
- A record and plans of any new drainage works will be provided to the owner on completion.
- Any records of existing land drains should be made available by the owner/occupier to HS2 Ltd and/or its contractor.

### **Services**

- If any services to the property are interrupted by the actions of HS2 Ltd's contractors, HS2 Ltd will seek to reconnect the service or establish an alternative supply as soon as reasonably possible.

### **Sporting**

- HS2 Ltd will take all reasonably necessary steps to protect fishing and sporting rights which owners/occupiers have notified to it
- Neither HS2 Ltd's staff or agents carrying out the surveying work will be allowed to carry firearms and no animals (in particular dogs) will be brought onto private land.

### **Treasure**

- HS2 Ltd will notify the owner of the discovery of any treasure trove or historical artefact as soon as reasonably possible.

HS2 Ltd Code of Practice

30 January 2012 (as updated on 1 April 2015)

Template only not for use