

[Name/address of landowner]

[Date]

Dear Sir/Madam

HIGH SPEED TWO RAIL PROJECT

Early Access Agreement for Survey Purposes Licence – renewal

Property: [insert]

Early Access Agreement for Survey Purposes Licence Reference: [insert]

Early Access Agreement for Survey Purposes Licence Commencement Date: [insert]

Date of Renewal of the Early Access Agreement for Survey Purposes Licence [this should be the date one day after the earlier agreement expired / expires, can be backdated insert]

We are sending you (the "Licensor") this letter on behalf of High Speed Two (HS2) Limited ("HS2 Ltd") in relation to the Early Access Agreement for Survey Purposes Licence referred to in the heading of this letter (the "EAA Licence"), a copy of which is attached as Annex 1 of this letter.

As a result of wanting to carry out additional survey works, HS2 Ltd wishes to enter into a renewal of the EAA Licence on similar terms to the EAA Licence entered into previously but with the changes referred to below. This will create a new agreement between you and HS2 Ltd.

The proposed changes to the EAA Licence are as follows:

1. Once agreed, the renewed licence will take effect from, and will be valid for a term of two years from, the Date of Renewal of the Early Access Agreement for Survey Purposes Licence as specified above;
2. This Licence expires on the earlier of:
 - 2.1. the date two years from the Date of Renewal of the Early Access Agreement for Survey Purposes Licence;
 - 2.2. 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;
 - 2.3. the 31st August 2020; and
 - 2.4. the exercise of powers of permanent acquisition or temporary possession conferred by the Act by HS2 Ltd over the Property or any part of it which 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.

"permanent acquisition" excludes;

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

For the purposes of this agreement clause 2.4, "Act" means any Act of Parliament relating to the authorisation, planning and/or construction of a high speed railway line in Great Britain.

For the purposes of this agreement "Expiry Date" shall mean the date on which the Licence comes to an end under clause 2.

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

- 3. Payments and fees will be as set out in the Schedule attached to this letter at Annex 2;
- 4. Surveys which can be carried out are set out in the Schedule attached to this letter at Annex 3;

All other terms will remain as per the original EAA Licence, a copy of which is as at Annex 1.

Please acknowledge your agreement to the renewal by signing and returning to us one copy of the letter. If we do not receive the signed copy of the letter within 28 days of the date of this letter, the request to renew the EAA Licence contained in this letter is automatically withdrawn. If the request to renew the EAA Licence is automatically withdrawn unless otherwise communicated in writing by HS2 Ltd, HS2 Ltd may rely on the powers and compensation provisions within the High Speed Rail (London – West Midlands) Act 2017 and any other appropriate legislative powers.

Yours faithfully

.....
[Name]
[Position]
on behalf of HS2 Ltd

We/I acknowledge receipt and agree to renewal of the EAA Licence on the terms set out in this letter and its attachments:

Signed
[on behalf of] the Licensor

Dated

ANNEX 1

Early Access Agreement for Survey Purposes Licence

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ANNEX 2

Schedule of Payments and Fees

ACTIVITY	RATES (EXCLUSIVE OF VAT)
1. Licence Fee Payment	
Licence Fee for agreement renewal 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.	£250
2. Subsequent Survey Payments	
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)
3. Crop Loss Payment	
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: <ul style="list-style-type: none"> • 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 • 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). 	To be determined on a case by case basis in accordance with this Section 3.
4. Professional Fees	
Fee for completion of this Licence	£150

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, 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.

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ANNEX 3

Survey details

Overview of survey requirements – 2017 - 2019

For properties falling within the 2017 to 2019 survey programmes one or more site familiarisation and habitat scoping assessments may 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

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

- Crayfish
- Otters
- Fish
- River bank habitat assessment
- Water plants

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

- Bats
-

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	<ul style="list-style-type: none">• Geophysical investigations (site walkover, hand-held monitoring)• Field walking (site walkover)• Building recording
Water	<ul style="list-style-type: none">• Visual inspections of culverts, drains and watercourses with assessment for surface water flooding

	<ul style="list-style-type: none"> • Conditional assessments and botanical surveys of selected watercourses, river catchments and Groundwater Dependent Terrestrial Ecosystem wetland environments
Sound and vibration	<ul style="list-style-type: none"> • Day time attended monitoring (site walkover, hand-held monitoring) • Day time unattended monitoring (monitoring station left on site) • Night time attended monitoring (site walkover, hand-held monitoring)
Highway Structures	<ul style="list-style-type: none"> • Visual inspection of selected highway and/or supporting structures on primary construction roads, haulage corridors and post-delivery maintenance and access routes.
Utility Services	<ul style="list-style-type: none"> • Visual inspection of all above ground installations, pylons, support structures and associated plant rooms, chambers and sub-station enclosures • Lifting manholes and opening above ground cabinets. • Visual inspection of pipe routes and valve locations • Lifting manhole lids to confirm pipework condition, depths and flows. • Visualisation of new utility diversion and supply corridors.
Agriculture	<ul style="list-style-type: none"> • Agricultural land and soil classification validation (ground sampling)

In rarer instances, additional surveys not listed above could be required. If it becomes clear that we need to undertake one of these surveys, we will notify you as soon as reasonably possible.

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.

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