

# HS2

## **HS2 Project Rescoping: Interim Policy Update**

**Phase 2b Guide for Farmers and  
Growers**

September 2024

Version 2.0

# Introduction

**The advice and guidance within the attached document have not yet been updated to reflect the decision not to proceed with Phase Two of HS2** published in '[Network North: Transforming British Transport](#)' on 4 October 2023.

In January 2024, HS2 safeguarding was removed across the majority of the former Phase 2a route (West Midlands to Crewe). Safeguarding was retained close to Handsacre to allow Phase One of HS2 to connect to the West Coast Main Line so that HS2 trains can reach cities in the north of England and Scotland on the existing West Coast Main Line.

The Government will thoroughly review the position they have inherited before setting out more detailed plans in due course, including future plans for HS2 Phase 2b safeguarding and a disposal programme for land and property acquired for HS2 that is no longer required.

Any land acquired for Phase 2 that is no longer required will be sold in line with Treasury rules through a disposal programme.

High Speed Two (HS2) Ltd is working with the Department for Transport and we will update our policies and procedures when further information is available.

## Update of Phase 2b Guide for Farmers and Growers

Some of the topics covered within this document are also referenced within other guidance materials provided by HS2 Ltd. This guide principally covers matters leading up to the point HS2 Ltd or its suppliers first access your land.

### Statutory Blight and Express Purchase

Where safeguarding remains in place, a qualifying owner-occupier of a property can serve a Blight Notice and apply to the Secretary of State for Transport to purchase their property.

Blight Notices will be considered under the statutory framework. The Secretary of State for Transport has the right to counter Blight Notices where land is not required.

Express Purchase is not available for properties in areas where HS2 safeguarding has been removed.

### Rural Support Zone

The Rural Support Zone Scheme is not available in areas where safeguarding has been removed. Eligible property owners who remain in retained discretionary schemes areas can apply as normal.

Existing applications will be reviewed on a case-by-case basis. All applicants that applied prior to the announcement have been contacted directly.

## When will this document be updated?

When changes are required, HS2 Ltd will update this guidance document as soon as possible.

## Need more information?

We regularly update our 'Frequently Asked Questions' webpage. It includes questions about our land and property programme and provides the most up to date information. These can be viewed here: <https://www.hs2.org.uk/in-your-area/assistance-for-property-owners/project-rescoping-phase-two-cancellation/>

If you have further queries, the easiest way to contact us is via the HS2 Helpdesk. The HS2 Helpdesk is open all day, every day on 08081 434 434 (freephone); Minicom: 08081 456 472; or email us at [HS2enquiries@hs2.org.uk](mailto:HS2enquiries@hs2.org.uk).

# HS2

## High Speed Two Phase 2b

**Guide for Farmers and Growers**

August 2023



Department  
for Transport

High Speed Two (HS2) Limited has been tasked by the Department for Transport (DfT) with managing the delivery of a new national high speed rail network. It is a non-departmental public body wholly owned by the DfT.

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High Speed Two (HS2) Limited has actively considered the needs of blind and partially sighted people in accessing this document. The text will be made available in full on the HS2 website. The text may be freely downloaded and translated by individuals or organisations for conversion into other accessible formats. If you have other needs in this regard please contact High Speed Two (HS2) Limited.

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# **High Speed Two Phase 2b Guide for Farmers and Growers**

## **Part One**



## **1 Introduction**

- 1.1.1 High Speed Two (HS2) is the Government's scheme for a new, high speed north-south railway, which is being taken forward in phases. Phase One will connect London with Birmingham and the West Midlands. Phase 2a will extend the route to Crewe. The Phase 2b Western Leg will connect Crewe to Manchester. As set out in the Integrated Rail Plan, published in November 2021, HS2 East is proposed to deliver a new high speed line from the West Midlands to East Midlands Parkway.
- 1.1.2 HS2 Ltd is the non-departmental public body responsible for developing and promoting these proposals. The company works to a Development Agreement entered into with the Secretary of State for Transport.
- 1.1.3 The construction and operation of Phase One of HS2 is authorised by the High Speed Rail (London – West Midlands) Act (2017), and Phase 2a by the High Speed Rail (West Midlands – Crewe) Act 2021.
- 1.1.4 In January 2022, the Government introduced a hybrid Bill to Parliament (referred to as “the Bill”), to seek powers for the construction and operation of the Phase 2b Western Leg of HS2 (the Phase 2b Western Leg) .
- 1.1.5 The purpose of this guide is to explain to farmers and growers the policies currently proposed by HS2 Ltd on agricultural property matters. Some of the matters discussed are more fully covered in other documents in relation to the Phase 2b Western Leg , which are referred to in the text below. At this stage, the guide principally covers matters leading up to the point of entry. It will be updated and reissued at regular intervals as the project develops.
- 1.1.6 The detailed design for the Phase 2b Western Leg has yet to be undertaken, and many site- specific concerns can only be resolved when that stage is reached. We recognise that this evolving situation may present difficulties for farmers, and through this guide we aim to manage expectations and engender a spirit of co-operation to help farmers prepare for the next stages of the design, construction and operation of the new railway.
- 1.1.7 The policies explained in this document do not affect your statutory rights to claim compensation under the Compensation Code or the Bill or the terms of any assurance, undertaking or agreement provided to date to any farmer by the Secretary of State in relation to the Bill.
- 1.1.8 The principles set out in this document will act as a guide through the design and construction of Phase 2b Western Leg. The guidance may be subject to revision from

time to time, recognising that throughout the life of the project, practices may be improved or modified.

## **2 Communication with farmers, landowners and rural business owners**

### **2.1 Introduction**

2.1.1 HS2 Ltd recognises that good communication will assist all parties during the design and construction of the Phase 2b Western Leg.

2.1.2 HS2 Ltd will undertake regular engagement with all farmers, landowners and rural business owners on the route.

2.1.3 In undertaking the engagement referred to above HS2 Ltd will be available to meet with you to discuss:

- information about the Phase 2b Western Leg programme and route design;
- consideration of the impact on the holding and whether any of the farmer's existing or future proposals can be allowed for in the programme of works;
- relocation of farm buildings and other facilities affected by HS2 (may be subject to planning);
- detailed proposals for temporary and permanent accommodation works;
- land restoration and aftercare; and
- the impact on additional activities, such as fishing and sporting rights, and how best to protect them.

2.1.4 HS2 Ltd or the nominated undertaker will write to affected farmers when the Phase 2b Western Leg has reached an appropriate stage of detailed design, setting out:

- an indication of whether the land which they own or occupy is likely to be required for construction of the Phase 2b Western Leg – and if only a part is likely to be required, which part; and
- the best estimate then available as to the date on which the nominated undertaker is likely to need to take possession or occupation of the land.

2.1.5 As part of the wider engagement with farmers, landowners and rural business owners, HS2 Ltd will be required to consult with the owner/tenant of an agricultural holding regarding the detailed design of works proposed to be undertaken on any part of that holding and HS2 Ltd will take account of those responses, and as far as reasonably practicable (having regard to all other relevant factors):

- seek to minimise the loss of Grade 1, 2 and 3a agricultural land; and

- through engagement, seek to accommodate reasonable proposals to modify the detailed design of the works for the purposes of facilitating the efficient management of the agricultural holding in question, following completion of construction of the Phase 2b Western Leg works and in so far as reasonably practicable.

2.1.6 Having identified the concerns of each individual farmer, HS2 Ltd or the nominated undertaker will enter into arrangements following the principles set out in this Guide and how they apply to each individual farm.

2.1.7 “The number of notices for permanent acquisition of land issued to an agricultural landowner will be reduced as far as reasonably practicable having regard for the economic and timely delivery of the land for the construction programme. If requested by a landowner with details of all the affected parties with an interest in the land and with the consent of all the parties identified, HS2 Ltd will liaise with the Landowner and their agent to provide a consolidated plan of the affected land comprised within any notice(s) served. This is to enable Landowners to identify their own land where it may be incorporated in a wider GVD of land. The plans are provided as part of the engagement with landowners and for information only. Landowners should ensure they are making reference to the plans included with the notice when making a claim for compensation.”

## 2.2 Acquisition of land – at farmer’s request – in advance of Royal Assent

2.2.1 The mechanism for requesting purchase in advance of Royal Assent is by serving a Blight Notice on the Secretary of State. The qualifying criteria and process are set out in the HS2 Statutory Blight and Express Purchase applications – Guidance and Frequently Asked Questions guide (November 2018)<sup>1</sup>.

2.2.2 In addition to Statutory Blight, the Government has introduced a package of non-statutory compensation schemes, which are intended to assist people most directly affected by the proposed Phase 2b Western Leg works. The schemes which are likely to be of most relevance to owners and occupiers of agricultural property are the Express Purchase Scheme and the Voluntary Purchase Scheme.

2.2.3 The Express Purchase Scheme can apply to residential properties, small businesses or agricultural properties if the residence (generally the house) falls within the surface safeguarding area for the Phase 2b Western Leg, or if more than 25% of the

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<sup>1</sup> Available here:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/761607/CS957\\_Statutory\\_Blight\\_Guidance\\_and\\_FAQsfinal\\_web\\_11-18\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/761607/CS957_Statutory_Blight_Guidance_and_FAQsfinal_web_11-18_.pdf)

land on which that property is situated falls within the safeguarded area. Applicants must be the owner-occupier of the property and meet the residency requirements.

- 2.2.4 For properties which qualify for Express Purchase, the Government has stated that it may accept a Blight Notice served in respect of the property, without requiring applicants to demonstrate that they have made reasonable endeavours to sell the property. The compensation payable under the Express Purchase Scheme is the same as that payable if the property was compulsorily purchased.
- 2.2.5 The Voluntary Purchase Scheme applies only to properties which are situated in the Rural Support Zone (RSZ). If only part of the property is in the zone, either the dwelling or 25% of the whole area of the land must be in the zone. For details of the zones, please see the property compensation maps on gov.uk<sup>2</sup>.
- 2.2.6 If the property falls within the RSZ, and the applicant is a qualifying owner-occupier (for an agricultural unit, holding a lease with more than three years remaining, having occupied for at least six months prior to submitting the application, and is the applicant's main residence situated on the agricultural holding), they may be eligible to apply. If successful, the applicant may be entitled to ask the Government to purchase their holding at full unblighted market value, or to ask for 10% of that value to be paid. Please see the HS2 Rural Support Zone Guidance and application form<sup>3</sup>.

### **3 Relocation of farm buildings and facilities**

- 3.1.1 The Promoter acknowledges that in some cases, it may be necessary for farmers to relocate or re-provide agricultural buildings displaced by the Western Leg works and that these buildings may need to be relocated or re-provided before the original facility is lost. Where such a need arises, HS2 Ltd will provide appropriate assistance, including the provision of a statement of impact and timing, where the replacement facility needs to be provided pursuant to a deemed planning consent under the Town and Country Planning (General Permitted Development) (England) Order 2015, or a separate application for planning consent.
- 3.1.2 Where a farmer can demonstrate that a planning consent referred to in paragraph 3.1.1 to relocate an agricultural building is unlikely to be obtained the Secretary of State will consider a request from the farmer to exercise the powers of clause 47 of the Bill. The Secretary of State will consider the request in accordance with the

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<sup>2</sup> Available at: <https://www.gov.uk/government/publications/property-scheme-maps-for-hs2-phase-2b>

<sup>3</sup> Available at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/794551/CS\\_Rural\\_Support\\_Zone\\_Guidance\\_and\\_app\\_form\\_v2.10.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/794551/CS_Rural_Support_Zone_Guidance_and_app_form_v2.10.pdf)

policy relating to the reinstatement of undertakings set out in section 7 of HS2 Information Paper C7, Business Relocation.

- 3.1.3 In paragraph 3.1.1 an agricultural building includes a residential building occupied as part of an agricultural unit and a statement of impact and timing means a statement describing the impact of the work proposed to be undertaken in relation to the agricultural building(s) in question and the timescales in which those impacts are intended to be implemented.
- 3.1.4 Under clause 47 of the Bill, the nominated undertaker has the power to reinstate (either on its existing site or on different land within the Bill limits) the whole or part of an undertaking where the Secretary of State judges the public interest demands such reinstatement. Recognising the public interest in mitigating the impacts of the Phase 2b Western Leg on agricultural businesses along the route, the Secretary of State accepts that the criteria for reinstatement under this power may be satisfied in relation to the replacement of facilities which are critical to the operation of an agricultural business.
- 3.1.5 The Secretary of State acknowledges that proper professional costs and fees reasonably incurred by a farmer in seeking to identify suitable alternative premises at which to relocate an agricultural building under paragraph 3.1,1 above and which is subject to the exercise of the power of compulsory acquisition under the Bill, may properly form the basis of a Head of Claim as part of any disturbance claim arising from the acquisition of that land under the Bill.

## **4 Early access by HS2**

### **4.1 Pre-Royal Assent**

- 4.1.1 In order to prepare for the construction of the Western Leg, it may be necessary for HS2 Ltd to gain access to land to carry out surveys and investigation works in advance of exercising powers of permanent acquisition or temporary occupation. HS2 Ltd has, to date, secured access to land for the purposes of ecological, environmental and engineering surveys with the consent of landowners through Early Access Agreements<sup>4</sup>. HS2 Ltd will continue to request access to land for survey purposes on the same basis until Royal Assent.

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<sup>4</sup> Further information relating to Early Access Agreements and ground investigation work is available at <https://www.gov.uk/government/publications/hs2-phase-two-land-access-agreements>

## 4.2 Post-Royal Assent

- 4.2.1 Powers will be sought within the Bill to provide the Promoter with a right of entry for survey purposes which, after Royal Assent, will provide HS2 Ltd with powers to enter land after giving a minimum of seven days' notice.
- 4.2.2 As a matter of policy the Promoter will endeavour to reach access under agreement before enactment of the Bill, with a small license fee paid.
- 4.2.3 Where the land is subject to an existing site access licence as a result of negotiations before Royal Assent, the terms of the licence (including any entitlement to financial payments) will continue until its expiry or termination, after which time, if access is still required, notice under Section 2 of the Bill will be given.

## 5 Acquisition or occupation of land for the HS2 works

- 5.1.1 In January 2022, the Government introduced the Bill to Parliament to seek powers for the construction and operation of Phase 2b Western Leg of HS2 .The compulsory purchase powers sought in the Bill will follow the principles of the Compensation Code as used for other infrastructure projects. References in this guide to the powers in the Bill are to the Bill when enacted.
- 5.1.2 The Secretary of State will exercise powers of compulsory purchase, with the nominated undertaker acting as his agent. The Bill seeks powers for the compulsory acquisition of land within limits. These are intended to ensure sufficient flexibility in the detailed design of the scheme.
- 5.1.3 The policy of the Secretary of State as regards the basis upon which land will be acquired for the construction and operation of the Phase 2b Western Leg is set out in section 3 of information paper C3: Land Acquisition Policy. The practical effect of this policy is that in any individual case, the Secretary of State will endeavour to acquire no greater amount of land than appears to him will be reasonably required following the detailed design of the scheme. However, detailed design may not be completed at the time that possession is required of the land and this may mean that the Secretary of State has to acquire land that may ultimately not be required on a permanent basis following the completion of detailed design of the Phase 2b Western Leg works. In these cases, the HS2 Land Disposal Policy will apply, and the surplus land may be offered back to the original owner. Further details about this are contained in information papers C2: Rural landowners and occupiers guide and C6: Disposal of surplus land.
- 5.1.4 If it is practicable to acquire a smaller area of land without compromising the ability to secure the construction and implementation of the project in a timely and economic manner, and it becomes clear that not all the land within limits is

required, then the Secretary of State has established a policy that he will be prepared to consider exercising powers of compulsory acquisition over a reduced area of land.

- 5.1.5 The Bill may also authorise HS2 Ltd to occupy land temporarily rather than using powers of permanent acquisition. The mechanism for occupying land temporarily would be that contained within a clause in the Bill. An explanatory note summarising how this would work in practice is in Annex 1 of this Guide. Any decision to occupy land temporarily, rather than exercise powers to permanently acquire, would be subject to, and dependant on, the Secretary of State and a farmer or rural landowner entering into a satisfactory agreement prior to the exercise by the Secretary of State of any land acquisition powers, with respect to things such as the arrangements for reinstatement of the land, the level of compensation payable, and any required arrangements for the maintenance of any permanent structures or landscape works remaining in situ following construction. This would be subject to the level of available detailed design being sufficient to identify the precise requirements.
- 5.1.6 The Secretary of State will exercise economic judgement as to what, on balance, he feels is in the public interest for the occupation of the land. In particular where land is currently used for agriculture, is required only during construction of the Phase 2b Western Leg, is intended to be returned to long-term agricultural use and has no planning consent or development potential, it is unlikely that the Secretary of State would conclude that economic considerations weigh in favour of permanent acquisition of the land rather than temporary occupation. For further information on this please refer to IP C3 Land Acquisition Policy.
- 5.1.7 In deciding whether only to exercise powers to temporarily use occupy land, HS2 Ltd will liaise with the farmer/ rural landowner as to his requirements for that land, and the likely duration of the occupation and use of the land.
- 5.1.8 Every case will need to be considered on its own facts and a programme of engagement with affected farmers and rural landowners will need to take place in advance of the exercise of any powers of permanent acquisition of land in order to enable the land proposed to be affected by the arrangements referred to in paragraph 5.1.9 to be identified and sufficient design work has been undertaken to establish the exact requirements for permanent acquisition and the extent of any required mitigation works that may need to be retained on that land .
- 5.1.9 Further to paragraph 5.1.8, the Secretary of State has identified a number of specific scenarios to which a policy will be applied that subject to the satisfaction of any appropriate conditions that are applied to each set of circumstances the Secretary of State will consider occupying land using powers of temporary occupation rather than exercise full powers of permanent acquisition. These scenarios and related conditions are set out in Part 3 of this Guide.

## **6 Date of entry**

- 6.1.1 Once the Bill has received Royal Assent, the Secretary of State will provide a minimum of three months' notice of the date of entry or (as the case may be) of the vesting date to be given where land is to be acquired outright and where practicable, HS2 Ltd will provide a longer period of notice for the permanent acquisition of the agricultural /rural business in question.
- 6.1.2 HS2 Ltd will use reasonable endeavours to provide in all cases a minimum of three months written notice where land is to be temporarily occupied pursuant to Schedule 15 of the Bill. Furthermore, HS2 Ltd will also use reasonable endeavours to provide written notification of the expected quarter of the calendar year in which the land is planned to be occupied. See Section 5 above for details on when the use of Schedule 15 of the Bill may be applicable.
- 6.1.3 HS2 Ltd will be in regular communication with farmers during the design and construction of the Western Leg and will seek to provide early and timely advice on the proposed timescales for the start and duration of works affecting the farm.



## **7 Construction activity**

- 7.1.1 The construction activities will be controlled through the provisions contained within the Bill and the policies established in the draft Environmental Minimum Requirements (EMRs), obligations which will be binding on HS2 Ltd and the nominated undertaker. The Bill will also provide for 'qualifying authorities' to exercise control over certain construction arrangements. Further details can be found in HS2 Phase 2b Information Paper E1: Control of Environmental Impacts<sup>5</sup>.
- 7.1.2 The EMRs for the Phase 2b Western Leg will incorporate a series of documents that HS2 Ltd will be required to adopt and implement, including a draft Code of Construction Practice (CoCP)<sup>6</sup>, which sets general measures for achieving and maintaining appropriate levels of environmental protection during the construction phase. In addition, more detailed plans which set out measures to be adopted in relation to construction works at particular locations will be developed along the line of route through Local Environmental Management Plans (LEMPs).
- 7.1.3 The draft CoCP sets out a series of objectives and measures that will be applied throughout the construction period. These arrangements will include:
- details of the works to be undertaken and the provision of a contact name, telephone number and address to which enquiries should be directed;
  - a system for dealing with enquiries or complaints, including a telephone staffed 24 hours a day; and
  - a complaints resolutions system as detailed in section 17 of this Guide.
- 7.1.4 The nominated undertaker will be required to manage their activities to protect the quality of groundwater and surface water resources, and to manage dust, air pollution, odour and exhaust emissions in accordance with 'Best Practicable Means' (within the meaning of the draft CoCP).
- 7.1.5 Where works are carried out by statutory undertakers or utility companies in connection with the Phase 2b Western Leg works, they will adhere to the same requirements.
- 7.1.6 Workers' living accommodation provided by the nominated undertaker will be confined to specific areas on some construction sites. The draft CoCP provides for

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<sup>5</sup> Available at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1048836/E1\\_Control\\_of\\_environmental\\_impacts\\_v1.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1048836/E1_Control_of_environmental_impacts_v1.pdf)

<sup>6</sup> <https://www.gov.uk/government/publications/draft-code-of-construction-practice-ct-002-00000>

each such area to be agreed and managed in conjunction with the local planning authority.

- 7.1.7 On completion of the works to construct the Phase 2b Western Leg, HS2 Ltd, or the nominated undertaker, will provide final plans including the final boundaries of the Phase 2b Western Leg and areas and ownership of adjoining lands.

## **8 Accommodation works**

- 8.1.1 Where land is to be acquired or temporarily occupied for the construction of the Phase 2b Western Leg, it is likely that some form of accommodation works will be provided to allow the continuation of the activities adjacent to the railway. This may include the provision of new or altered accesses to or around farms, fencing, land drainage, the re-provision of built facilities and the provision of services. Appropriate accommodation works will be discussed on a case-by-case basis and in a timely manner.
- 8.1.2 The provision of permanent accommodation works will depend on the individual circumstances of the holding and usually be developed as the detailed design of the Phase 2b Western Leg is undertaken. Accommodation works are taken to include accommodation bridges and other access arrangements and will have regard to the commercial justification by the landowner, such as the value, use and location of the lands concerned.
- 8.1.3 The structures of accommodation bridges, underpasses, culverts or sleeves over or under HS2 will be maintained by HS2 Ltd. The maintenance of access way surfaces or services within will need to be determined on a case-by-case basis. The farmer will normally be responsible for any surface over which they will have exclusive use.
- 8.1.4 HS2 Ltd will discuss with each landowner the provision and timing of accommodation works as part of the compensation package.

## **9 Access**

- 9.1.1 Permanent access arrangements will be discussed as part of the accommodation works. In some circumstances this may include accommodation bridges or underpasses across the railway or the provision of tracks within the farm. Some of these facilities may be shared with others or incorporate public rights of way.
- 9.1.2 During construction, the nominated undertaker will maintain access to the rural landowner's land under controlled conditions where necessary and reasonably

practicable, and without prejudice right to claim disturbance compensation. Similarly, access across or around construction works for livestock and machinery will be provided under controlled conditions where necessary and reasonably practicable, and without prejudice to the rights to disturbance compensation under the compensation code.

## **10 Fencing**

- 10.1.1 The form and location of permanent boundary fencing will be discussed as part of the dialogue on accommodation works. The type of fencing required will depend on both the use of the adjoining land and the security requirements of HS2.
- 10.1.2 Temporary fencing between the retained land and the land used for construction will be erected as soon as possible after the land has been handed to the contractor for construction. The type of fencing required will depend on both the use of the adjoining land and the security requirements of the construction site.

## **11 Land drainage**

- 11.1.1 The nominated undertaker will, prior to the completion of detailed design, undertake a programme of ground investigation and testing and to use the results from the ground investigations to validate the water infiltration assumptions used in the preliminary design undertaken before the Bill was submitted.
- 11.1.2 The nominated undertaker will engage with farmers and growers to identify the existing drainage arrangements on land holdings required for the construction of the new railway. In the first instance this will be established through correspondence and copies of relevant drainage plans and/or specialist survey were deemed appropriate
- 11.1.3 The nominated undertaker will use reasonable endeavours to engage agricultural drainage consultants with working knowledge of the local conditions & prior to the commencement of significant works to construct the Proposed Scheme.
- 11.1.4 Prior to the commencement of significant construction works, land drains affected by the Phase 2b Western Leg works will, where practicable, be intercepted in a manner which maintains their efficiency throughout construction and as a result of the final as built design.
- 11.1.5 Where appropriate, plans to modify land drainage will be provided by the nominated undertaker.

- 11.1.6 Where natural drainage patterns are adversely affected by the Phase 2b Western Leg works, the provision of supplementary drainage or irrigation works will be considered, having regard to an assessment of compensation and the commercial justification.
- 11.1.7 The nominated undertaker will carry out work affecting existing drainage arrangements on landholdings required for the construction of the new railway to an appropriate specification after discussion with the landowner which may include the design and timing of any land drainage works required.
- 11.1.8 The nominated undertaker will comply with the measures set out in the CoCP regulating the impact on existing drainage arrangements on landholdings required for the construction of the new railway.
- 11.1.9 Provided that where a farmer/grower makes a request during the construction works for reinstatement of drainage works on specified land outside of Act limits;
- it is appropriate and reasonable to do that work on that land;
  - the consent of all third-party interests in that land has been obtained;
  - all requisite statutory and environmental consents have been obtained for the proposed works; and
  - the reinstatement works are undertaken on land in the ownership of the farmer/grower who makes the request,
- the nominated undertaker will carry out the requested drainage reinstatement works.
- 11.1.10 The nominated undertaker will use reasonable endeavours to ensure that any new land drainage systems installed under paragraphs 11.1.4 to 11.1.9 above (including any works carried out in compliance with the measures set out in the CoCP) shall be in a condition on installation that is at least as effective as the condition of those which they replace.

## **12 Flood replacement areas**

- 12.1.1 The railway will be designed so as not to increase the risk of flooding from existing watercourses. As a result, HS2 Ltd has identified a number of areas of land required to provide replacement flood storage areas. This may mean that the nominated

undertaker will need to re-profile areas of land to a level below the existing ground surface level to accommodate these requirements. As a consequence, an area of land (which can continue to be used as before) may become more susceptible to flooding.

- 12.1.2 Although the broad location of these flood replacement storage areas have been identified in the Bill, the exact location and size will be determined through the detailed design process. HS2 Ltd will liaise with affected farmers in respect of the same during the detailed design process.

## **13 Services**

- 13.1.1 Where private services for a holding are affected by the Phase 2b Western Leg construction works, alternative services will be provided where reasonably practicable. These may include the provision of a new, or amendment to an existing, private water supply and electricity supply around a farm.
- 13.1.2 Where a supply needs to cross HS2, services will be installed in sleeves.
- 13.1.3 Where public services for a holding are affected by the Phase 2b Western Leg construction works, except when agreed otherwise, alternative services will be installed before the existing service is disconnected.

## **14 Land restoration**

- 14.1.1 Where land is occupied temporarily, HS2 Ltd will give up occupation no later than 12 months after the completion of the relevant construction works unless otherwise agreed with the landowner.
- 14.1.2 HS2 Ltd will utilise appropriately qualified specialists to provide advice on the restoration of agricultural land.
- 14.1.3 Except for where any land is used temporarily, before giving up possession HS2 Ltd will reinstate the land to such condition as may be agreed with the landowner and the relevant planning authority. An agreed record of the existing condition of the land will be made as necessary, before any works start.
- 14.1.4 HS2 Ltd will work with landowners and farmers whose productive agricultural soils are temporarily affected by the construction of the works, with the intention of bringing agricultural soils back to enable their former use before construction of the works to construct the Phase 2b Western Leg on the relevant land. In consultation

with the relevant landowner, HS2 Ltd will prepare a soil resource plan in advance of construction that includes:

- a pre-disturbance record of the soil's physical characteristics;
- a target specification, set by the nominated undertaker and informed by a suitably qualified agricultural soils scientist or practitioner, for agricultural soils being restored to agriculture after temporary use;
- a method of assessing the suitability of handling soils based on plastic limit (i.e. to avoid moving soils when wet and plastic so that they do not compact when replaced);
- advice on stripping topsoil and subsoil to the correct depth;
- recommendations of the most suitable equipment for soil handling;
- advice on soil storage (e.g. heights and management of soil stores);
- advice on alleviating compaction after replacement;
- a schedule of aftercare maintenance, to include soil testing, appropriate to the target specification for a period of up to five years following completion of the relevant construction work; and
- a final report to determine the final handover condition of the agricultural soil.

14.1.5 Should the target specification not be met by the expiry of the period of five years for aftercare maintenance, then, if the landowner has fully complied with a schedule of aftercare, HS2 Ltd, informed by a suitably qualified agricultural soils scientist or practitioner, may extend that period by a further five years.

14.1.6 The requirement for a soil resource plan will be incorporated in the draft CoCP, and will form part of the EMRs, with which the nominated undertaker will be bound to comply.

## **15 Compensation payable**

15.1.1 Farmers and landowners affected by the exercise of compulsory powers of acquisition will be compensated according to the Compensation Code. The 'Compensation Code' is a collective term for the principles deriving from Acts of Parliament and case law, relating to compensation for compulsory acquisition. The

code's general purpose is to provide fair compensation for a person whose land has been compulsorily taken.

- 15.1.2 Where land is acquired permanently, compensation can be claimed for the un-blighted market value of the land acquired (assuming it is sold by a willing seller) plus statutory loss payments, disturbance (including stamp duty land tax in relation to replacement property), diminution in value of any retained land and other losses arising as a direct and reasonable consequence of the acquisition.
- 15.1.3 Where land is occupied only temporarily, under the temporary possession powers in the Bill, the landowner will be able to claim compensation for any loss which the landowner may suffer by reason of the exercise of the power to occupy land. No statutory loss payments are payable where temporary possession powers are taken. Those who occupy land under a licence with the landowner can claim compensation for any loss if they have a compensable interest. This must be a separate claim to the landowner's claim.
- 15.1.4 HS2 Ltd has confirmed, in accordance with wider Government policy, that compensation will be paid promptly, and on earlier phases of the project has agreed with NFU/CLA that if a farmer provides detailed information of their claim, the Promoter will provide an estimate of their likely compensation entitlement. A similar approach will be taken on the Phase 2b Western Leg.
- 15.1.5 The assessment of compensation can be complex and it is recommended that farmers take appropriate professional advice. HS2 Ltd will generally pay for farmers to obtain professional advice where it is agreed in advance.
- 15.1.6 Where there is a compelling need for a farmer or rural business owner to relocate , and a business case has been approved by the Secretary of State that relates to that relocation, the Secretary of State will use reasonable endeavours to reach an agreement with that farmer/rural business owner on the terms of that relocation.
- 15.1.7 An agreement under paragraph 15.1.6 may provide that compensation will be paid in advance of entry after Royal Assent, so that the land in question would be transferred without any existing mortgage over the land in question and that suitable security for any advanced payment will be adequately secured.'
- 15.1.8 If prior to the giving of notice of entry or prior to the notice of vesting under a general vesting declaration to acquire land permanently (whether or not before Royal Assent);-

15.1.8.1. a farmer identifies suitable land for the relocation of an agricultural building (which includes a residential building occupied as part of an agricultural unit and whether within or outside the ownership of the farmer concerned); and

15.1.8.2. the farmer provides to HS2 Ltd detailed particulars substantiating the relocation,

HS2 Ltd will confirm whether or not it accepts that the land identified and the evidence provided represents a reasonable basis for the farmer's claim for compensation in the event that the Bill receives Royal Assent and the Secretary of State exercises his powers of compulsory acquisition.

## 15.2 Compensation disputes

15.2.1 In the event that a dispute arises on compensation payable, the matter is referred to the Upper Tribunal (Lands Chamber) for independent determination by experts.

## 15.3 Alternative dispute resolution

15.3.1 Referring disputes to the Upper Tribunal (Lands Chamber) can involve lengthy periods of time until the case is determined and can be expensive. HS2 Ltd is willing to consider an ADR to assist with resolving disputes.

## 15.4 Capital gains tax

15.4.1 In respect of compulsorily acquired property, there are a range of assets into which a farmer can roll over any capital gain in respect of land disposal proceeds. In particular, two types of rollover relief are relevant:

15.4.2 Sections 247-248 of the Taxation of Chargeable Gains Act 1992 ("TCGA") (compulsory acquisition roll over relief) apply widely to new land acquired (with the exception of a dwelling house used as the farmer's main residence), whether or not used for a trade.

15.4.3 Sections 152-157 of the TCGA (business asset rollover relief) apply to assets used by a trading business which includes inter alia land and buildings, fixed plant or machinery and - for sole traders or farming partnerships - goodwill, certain quotas and payment entitlements under the single payment or basic support scheme for farmers (section 155 TCGA). This roll over relief may also be available on capital



expenditure on improvements made to existing assets or buildings. Reinvestment can also be made in non-farming trading businesses, furnished holiday lets or the commercial occupation of woodland if these trades are carried on by farmers, or their existing trade ceases.

15.4.4 The time limits for rollover reinvestment are that the new asset must be acquired in the period ending 12 months before or ending three years after the disposal of the land. HM Revenue & Customs (HMRC) do however have the discretion to permit a longer period (s152(3) TCGA). HMRC have confirmed they will extend this period where there is a real intention to acquire a replacement asset and there are acceptable reasons to extend up to three years before or six years after the land disposal.

15.4.5 HMRC has published guidance on what could amount to:

- reasonable steps to mitigate the threat of compulsory purchase,
- difficulty in disposing of the old asset,
- the acquisition of land with the intention of erecting a building, or
- the need to have new premises functioning before old premises are vacated.

15.4.6 In accordance with the general duty to mitigate, where the farmer shows a real intention to acquire a replacement asset, and reasonable steps are taken to acquire such replacement asset in accordance with HMRC's published practice, if such investment is not possible despite such intention and the taking of such reasonable steps, the Capital Gains Tax may be included as a potential head of claim in the notice of claim following entry under Part 1 of the LCA. Farmers are recommended to seek appropriate professional advice: professional fees reasonably incurred may form part of that claim.

## 15.5 [Inheritance tax](#)

15.5.1 In respect of Inheritance Tax for compensation proceeds which form part of a farmer's estate on death, it is recommended that appropriate professional advice is sought. The reasonable cost of such specific Inheritance Tax advice, if reinvestment is not possible, is capable of falling within the "Crawley principle", such that farmers can include the reasonable cost of such specific Inheritance Tax advice as a potential head of claim in the notice of claim following entry under Part 1 of the LCA.

## 16 [Duty of care](#)

16.1.1 The nominated undertaker will be required to exercise their Statutory Powers with all reasonable regard and care for the interests of other persons. This means they

will be under a duty to exercise the powers conferred by the Bill in accordance with those requirements. This is a duty which cannot be delegated and the nominated undertaker will be responsible for the actions of contractors and sub-contractors. If it fails to comply with this duty proceedings could be taken in the courts to restrain the actions of the nominated undertaker or to claim damages.

- 16.1.2 On earlier phases of the project a specific assurance was included in the Register of Assurances and Undertakings to provide reassurance that the nominated undertaker will be liable to farms and rural business owners for the actionable acts and omissions of the nominated undertaker's contractors and sub-contractors in constructing the works authorised by the Bill. A similar Assurance will be included on the Register for the Phase 2b Western Leg in due course. Arrangements will be put in place both to deal promptly with claims and to monitor, report and enforce procedures to ensure that claims are dealt with promptly.

## **17 Construction disputes**

- 17.1.1 The measures set out in the draft CoCP are designed to help limit disturbance from construction activities and minimise the number of complaints and claims as far as possible. HS2 Ltd or the nominated undertaker will in due course provide individual farmers and landowners with a single point of contact for compensation claims in the event of damage caused by construction activities. In the event of a claim, a farmer will also have access to the Small Claims Scheme, which will be established to enable quick and ready redress for damage to property arising from construction activities. In addition, the Construction Commissioner procedures will also be available to assist in resolving construction related disputes. These policies and measures are not a substitute for the normal legal remedies open to a claimant, but are expected to allow claims to be handled less formally and more quickly than will otherwise be possible.
- 17.1.2 The appointed Promoter is likely to confirm, as with earlier phases of the project, that claims arising in respect of contractors or sub-contractors engaged by the nominated undertaker to carry out certain works can properly be addressed to the nominated undertaker. In addition, the Promoter has confirmed that it will require the nominated undertaker to put in place appropriate contractual, monitoring and enforcement procedures to ensure that claims against contractors arising out of the execution of Phase 2b Western Leg works on agricultural land are being dealt with promptly and effectively by the nominated undertaker.

## 17.2 How to complain

- 17.2.1 Any expression of unhappiness about the service provided or construction works carried out by or on behalf of HS2 Ltd will be treated as a complaint.
- 17.2.2 HS2 Ltd complaints procedure is available as a leaflet and on the HS2 Ltd website at: <https://www.hs2.org.uk/how-to-complain>
- 17.2.3 If a complaint relates to HS2 construction work, it may require immediate attention. HS2 Ltd's Helpdesk is open all day, every day and can be contacted anytime on the Freephone number 08081 434 434.

## 17.3 Construction Commissioner

- 17.3.1 A Construction Commissioner will be appointed for the Phase 2b Western Leg to deal with complaints which, in the view of the complainant, have not been dealt with satisfactorily by the nominated undertaker. The Commissioner's role will be to mediate unresolved disputes between the project and individuals or bodies. The first point of contact for any enquiries relating to HS2 is its Helpdesk.
- 17.3.2 They will investigate any grievance where it is alleged that the nominated undertaker has not satisfactorily addressed a matter raised by a complainant. The Construction Commissioner will also be able to provide advice to members of the public on how to complain, and is expected to be accessible to all who may reasonably require his or her services.
- 17.3.3 The Commissioner will also report on his activities and reports making recommendations to HS2 Ltd on how numbers of complaints may be minimised or reduced. The Commissioner will also act as an arbitrator for the Small Claims Scheme in the event that a dispute cannot be resolved through the normal process.

## 18 Small Claims Scheme

- 18.1.1 Following Royal Assent, the nominated undertaker will establish a small claims procedure to provide a positive and clear mechanism for minor construction-related residential, business or agricultural claims, up to a value to be determined at the time (expected to be up to £10,000 and subject to review).
- 18.1.2 If a farmer considers he or she has a claim for physical damage arising from a construction related activity, he or she would first address the claim to the person identified as the point of contact. If immediate action cannot be taken to resolve or

settle the claim, it would be passed to a Small Claims Administrator for resolution or settlement.

- 18.1.3 The Small Claims Administrator will be responsible for investigating the claim, setting up a meeting with the claimant to discuss the claim, deciding whether the claim was warranted, assessing the damage, and arranging payment to the claimant.
- 18.1.4 It is hoped that any claim could be successfully dealt with in this manner. However, if a claim could not be resolved satisfactorily, the claimant would be able to write to the Construction Commissioner requesting resolution and settlement.

## **19 Compliance with undertakings and assurances**

- 19.1.1 Following Royal Assent to the Bill, a nominated undertaker will be appointed to construct and maintain the Phase 2b Western Leg of HS2. Any nominated undertaker will be contractually obliged to comply with all relevant undertakings and assurances made by the Promoter in regard to construction and operation of the Phase 2b Western Leg.
- 19.1.2 On earlier phases of the project, the Secretary of State has given an undertaking to Parliament that he will take such steps as he considers reasonable and necessary to secure compliance with the Environmental Minimum Requirements. A similar undertaking will be given to Parliament with regard to the Phase 2b Western Leg in due course.
- 19.1.3 Undertakings and assurances do not bind any consent-giving body - such as local authorities, or other regulatory bodies like the Environment Agency - unless that body is specifically a party to them. However, consent-giving bodies will be expected to be mindful of the nominated undertaker's responsibility to make every effort to comply with them since they will have formed part of the consideration of the issues, and the conferring of the powers, by Parliament.
- 19.1.4 Anyone concerned about compliance with an assurance should contact the HS2 Helpdesk.

## **20 Agricultural Liaison Service**

- 20.1.1 On earlier phases of the project, HS2 Ltd agreed with the National Farmers Union and the Country Land and Business Association to establish an Agricultural Liaison Service providing individuals experienced in agricultural matters in place and contactable by telephone 24 hours a day, 7 days per week, during the construction

of HS2 works on agricultural land. A§ similar approach to the taken for the Phase 2b Western Leg in due course. Further information about the service, including contact details, will be provided to farmers affected by the Phase 2b Western Leg scheme following the appointment of the service following Royal Assent for the scheme.

# **High Speed Two Phase 2b Guide for Farmers and Growers**

## **Part Two – Explanatory Note**

## **21 Explanatory note for landowners and occupiers**

### **21.1 Agricultural land – temporary occupation**

- 21.1.1 The Phase 2b Western Leg Bill will give the Promoter the right to uninterrupted use and occupation of land within limits for the purposes of constructing the railway and ancillary works.
- 21.1.2 Powers for temporary occupation are normally used where:
- the land is not materially changed in nature by the HS2 works;
  - the land is used for agriculture and will be returned to long-term agriculture following completion of the HS2 works;
  - the land is not required for permanent works, or is not within the permanent acquisition boundary; and
  - the land is required for construction, but the land boundaries with permanent works have yet to be finalised. Final arrangements and boundaries will be determined once detailed design of the railway is fixed and after engagement with the landowner, and those with an interest in land, on the details.
- 21.1.3 Such Powers can, in certain circumstances, be used where land is materially changed in nature by HS2 works, provided that the landowner agrees - before a notice to acquire is served - to:
- manage, in accordance with management arrangements agreed between the Promoter and the landowner, land materially changed by HS2 works (e.g. earth bunds graded for future agricultural use, or woodland or ecological sites of replacement habitats) where the landowner is a competent person to do so;
  - remove the obligation on the Promoter to reinstate land materially changed by HS2 works (and the landowner contracts out of the obligations set under the Bill);
  - accept a restriction on removal of HS2 works; and
  - enter into any necessary easement (or similar arrangement) for services or utilities under or over the land.
- 21.1.4 Land required permanently for the operational railway will be compulsorily acquired by outright acquisition under the powers sought in the Bill.
- 21.1.5 HS2's Land Acquisition Policy, sets out the policy for worksites and other temporary land requirements. Generally, if it is economic for the Secretary of State to acquire temporary rights of occupation, rather than outright acquisition, he will do so.
- 21.1.6 If agricultural land is available to the Secretary of State on a temporary basis for construction works, it will normally be considered economic for him to acquire

temporary rights of occupation, provided the land concerned is planned to be used solely for agricultural purposes after hand-back. This will not normally be the case in the following examples:

- Where compensation could be sought reflecting the development potential of the land.
- Where compensation could be sought reflecting the value of mineral or tipping rights in the land.
- The land also includes buildings which require demolition and re-instatement involving greater costs.
- The land is used for a tunnel or tunnel drive working site.
- The period of occupation exceeds five years.
- There are other factors which significantly increase the costs of temporary acquisition.
- The HS2 works materially change the nature of the land and the landowner will not agree to the requirements set out in paragraph 3 above.
- The landowner and occupier of a piece of land do not both agree to temporary occupation.

- 21.1.7 In assessing whether it is economic for the Secretary of State to occupy land planned to be used in the long term for agricultural purposes, the cost of occupation and restoration must not materially exceed the overall cost of outright acquisition and subsequent disposal of the land with rights of access to the land in question. An agreement between the landowner and HS2 Ltd on the occupation costs and the heads of claim for losses and reinstatement may be necessary in advance of service of a formal notice to enter onto the land.
- 21.1.8 The Promoter is committed to engaging with landowners and occupiers on matters including future land arrangements and accommodation works.
- 21.1.9 For temporary occupation, a formal notice is served on landowners and occupiers under the Bill enabling the Promoter to take entry following a period of not less than 28 days. However, the detailed programme and likely date of occupation will normally be discussed with landowners and occupiers beforehand. We will also provide an indication of the period of planned occupation, and likely use of the land and will update the landowner and occupier from time to time on these matters. Pursuant to paragraph 6.1.2 HS2 Ltd will use reasonable endeavours to give in all cases at least three months (written) notice where land is to be temporarily occupied pursuant to Schedule 15.
- 21.1.10 Where farmland has been subject to temporary occupation only, the Promoter will update the landowner from time to time pursuant to paragraph 21.1.9 above on the likely date of the end of occupation of that farmland. In parallel with that activity, the Promoter will engage with the landowner/farmer on (1) the planned date of



completion of HS2 related works under paragraph 4(2) of Part 1 of Schedule 15 to the Bill, and (2) the planned date of vacation by the Promoter of the farmland occupied temporarily. For the purposes of paragraph 5(1) of Part 1 of Schedule 15 to the Bill, the Promoter will explain to the landowner/farmer the hand back process which will identify the steps to be taken by both the Promoter and the landowner/farmer. This will include the timing of those steps to facilitate the prompt restoration of the land in accordance with a scheme of restoration required to be agreed or determined under paragraph 5 (1) or (2) of Part 1 of Schedule 15 to the Bill. Paragraph 5 of Schedule 15 to the Bill requires the Promoter and the landowner/farmer to work together to ensure that the hand back of land is undertaken efficiently and economically and as quickly as possible following the completion of HS2 works.

- 21.1.11 Where part of the main access road to a farm holding is required only for HS2 construction access or land adjacent to that main access road is required for the purpose of modifying that access road so that it can be used for HS2 construction access, the Promoter would be prepared to limit the exercise of compulsory purchase powers over the main access road and any adjacent land and would instead use (a) powers of temporary occupation and/or (b) powers to acquire rights instead provided that the exercise of such powers is sufficient to facilitate the use of the main access road for all required purposes in connection with the construction of the Proposed Scheme.
- 21.1.12 Paragraph 21.1.11 above will not apply where the land comprising the main access road has been the subject of the service of a blight notice on the Secretary of State

## 21.2 Compensation

- 21.2.1 The landowner and those with an interest in land have the right to claim for any loss arising from the temporary occupation. Professional fees reasonably incurred may form part of that claim.
- 21.2.2 Compensation can be paid either in the form of an annual payment (where the occupation is for a number of years) or one-off payments to cover both a land element and payment of ancillary losses.
- 21.2.3 Annual payments or a one-off payment for occupation within a period of a year would normally be treated as income rather than a capital gain for tax purposes.
- 21.2.4 If there is a dispute on compensation under, the assessment of compensation can be referred to the Upper Tribunal (Lands Chamber) for independent determination.

### 21.3 Leases and licences

- 21.3.1 There is no merit in a lease or licence agreement because it offers no more protection for the landowner (or those with an interest in the land) and the Bill powers are necessary to give certainty of occupation by the Promoter.

# **High Speed Two Phase 2b Guide for Farmers and Growers**

## **Part Three**

## **22 Scenarios for the potential use of temporary occupation powers rather than power of compulsory purchase.**

- 22.1.1 In the following paragraphs a number scenarios are identified which indicate the circumstances in which the Promoter would consider exercising powers of temporary occupation and sets out the policy of the Promoter with which it shall engage with affected farmers/rural landowners and occupiers. In all cases an agreement between the Promoter, owners and occupiers of land will be required which reflects design information available at that point in time in contemplation of the exercise of powers of acquisition under the Bill to construct the Phase 2b Western Leg and shall be subject to the conditions set out in paragraph 5 above. Moreover, the absence of concluding an agreement in any of the scenarios set out below shall not prejudice the ability of the Promoter to exercise powers of compulsory acquisition of the Bill as required by the Promoter for the purposes of the Phase 2b Western Leg.
- 22.1.2 **Where land is occupied temporarily and then permanently acquired for the Phase 2b Western Leg:** The Promoter may decide that a notice is served initially under paragraph 1 of Schedule 15 to the Bill to occupy land temporarily followed by a further notice from the Promoter to acquire either rights or the freehold of land required permanently. This is subject to paragraph 3.3 of, and Annex 1 of IP C2 Rural landowners and occupiers guide. This scenario is subject to paragraph 3.3 of Information Paper C2: Rural Landowners and Occupiers Guide.
- 22.1.3 **Where land can be identified prior to detailed design as not being required for permanent works and will not be materially changed by construction of the Phase 2b Western Leg:** The Promoter would be prepared to limit the exercise of compulsory purchase powers and would use powers of temporary occupation instead.
- 22.1.4 **Where possession of land is not required before completion of detailed design and the Promoter is satisfied, following detailed design of the project, that land is not required for the accommodation of any permanent works authorised by the Bill:** The Promoter would be prepared to limit the exercise of compulsory purchase powers and would use powers of temporary occupation instead.
- 22.1.5 **Where land is required only temporarily for construction purposes but will be materially changed by construction of the Phase 2b Western Leg, but that change does not require maintenance for HS2 purposes:** The exercise of Schedule 15 powers rather than powers of permanent acquisition would be dependent upon the landowner entering into an agreement with the Promoter prior to the intended date of exercise by the Promoter of powers of acquisition under the Bill on terms satisfactory to the Promoter which provides that the land need not be restored to its former condition following completion of construction activity.

- 22.1.6 **Where land is required only for construction of the Phase 2b Western Leg and will be materially changed by the construction of the Phase 2b Western Leg, and that change needs to be maintained for HS2 purposes:** The exercise of Schedule 15 powers would be dependent upon the landowner entering into an agreement in a form satisfactory to the Promoter which provides that (a) the land need not be restored to its former condition following completion of construction activity on the land; (b) restricting removal or interference with land or works adjoining the railway; (c) providing support or protection to the railway. and (d) makes provision for maintenance arrangements including where appropriate rights for the Promoter to enter onto the land and carry out require maintenance works, enforcement powers and the imposition of covenants/grant of rights as may be required.
- 22.1.7 **Where land is required only for construction of the Phase 2b Western Leg and will be materially changed by the construction, in that it will be the location for ecological mitigation, and that mitigation needs to be maintained for HS2 purposes:** The exercise of Schedule 15 powers would be dependent upon the Promoter being satisfied that the detailed design of the mitigation has been undertaken and that the farmer/rural landowner is able to secure the maintenance of that mitigation (having regard to the nature and objectives of the mitigation to be provided). The exercise of Schedule 15 powers would also be dependent upon the farmer/rural landowner entering into an agreement with the Promoter in a form satisfactory to the Promoter which provides that (a) the land need not be restored to its former condition following completion of construction activity on the land; (b) provides for the maintenance of the environmental mitigation to be provided on or by that land and (c) makes provision for maintenance arrangements including where appropriate step in rights. enforcement powers and the imposition of covenants/ grant of rights as may be required. Where the detailed design of the mitigation has not been undertaken by the time the land is required for construction purposes the land will be acquired and may be returned after the completion of construction pending entry into an agreement for maintenance of the ecological mitigation works proposed.
- 22.1.8 **Where land is required only for construction of the Phase 2b Western Leg, but permanent rights (and/or the imposition of restrictions) are required over the land (for example, in respect of rights of access for inspection, or for maintenance of services):** The Promoter or a statutory undertaker authorised by the Promoter may exercise powers to permanently acquire such rights over the property, but as regards the remainder of the land a nominated undertaker will only exercise temporary powers of occupation under the Bill.
- 22.1.9 **Where land is occupied temporarily by a nominated undertaker and an agreement is proposed under either paragraph 22.6 or 22.7 above and the landowner requests that the Promoter acquires the land prior to entry into an**

**agreement:** The Promoter will consider the need to acquire the land and where he is satisfied that the land is required for permanent works the Promoter will give notice of acquisition as soon as reasonably practicable.

# **High Speed Two Phase 2b Guide for Farmers and Growers**

## **Part Four – Individual Plan**

## 23 Individual plan

### 23.1 Phase 2b Western Leg – Individual plan for affected farms

## 1. Contact details

<b>Farm address</b>	Address 1 Address 2 Address 3 Address 4 Address 5 Postcode
<b>Contact name</b> <b>Correspondence address</b> <b>(if different from farm address)</b>	Address 1 Address 2 Address 3 Address 4 Address 5 Postcode
<b>Name of farmer's land agent Company</b> <b>Address</b>        <b>Telephone - landline</b> <b>Telephone - mobile</b> <b>Email</b> <b>Agent's case ref</b> <b>Agent's fee agreement in place</b>	Address 1 Address 2 Address 3 Address 4 Address 5 Postcode



<b>Name of farmer's solicitor</b> <b>Company</b> <b>Address</b>	Address 1 Address 2 Address 3 Address 4 Address 5 Postcode
<b>Telephone - landline</b>  <b>Telephone - mobile email</b> <b>Solicitors case ref</b>	
<b>HS2 land agent</b> <b>Company</b> <b>Address</b>	Address 1 Address 2 Address 3 Address 4 Address 5 Postcode
<b>Telephone - landline</b>  <b>Telephone - mobile email</b> <b>Agent instructed HS2</b> <b>Contact</b> <b>Address</b>	Address 1 Address 2 Address 3 Address 4 Address 5 Postcode
<b>Telephone - landline</b>  <b>Telephone - mobile email</b>	

<b>HS2 area property lead</b> <b>Telephone - landline</b> <b>Telephone - mobile</b> <b>Email</b>	
<b>HS2 helpdesk</b>	08081 434 434
<b>HS2 enquires email</b>	hs2enquiries@hs2.org.uk

## 2. Farm details

<p>Brief description</p> <p>Area</p> <p>Tenure</p> <p>Landlord</p> <p>Is the land affected subject to VAT?</p> <p>Agri -environmental schemes</p> <p>Other farm activities</p> <p>Land drainage</p> <p>if yes are plans available</p> <p>Drainage advisor?</p> <p>Holding plan</p> <p>Rural Payment Agency plan</p> <p>other agreements on farm</p> <p>Wayleaves/easements</p> <p>Private services</p>	<p>Brief description of the farm, farming and other activities on the farm.</p> <p>Description of tenure (freehold, FBT, AHA or other arrangements).</p> <p>Does the farm fall within stewardship schemes or any other schemes that have a bearing on compensation? Identify if other users or farm activities are impacted by the Phase 2b Western Leg.</p> <p>Identify other services, water, electricity, irrigation, abstraction licences</p>
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### 3. Scheme impacts

<b>Scheme Impacts</b> Area of land within limits HS2 contract area Works description Plan Ref	xx hectares  List identified works on the holding - including whether permanent or temp. What is needed and what for?
<b>Utility diversions</b> Description diversion 1 HS2 utility ID Documentation required Proposed timing of works  Duration Issue info  pack  Restoration     As built plans available    Completed   Description diversion 2 HS2 Utility ID Documentation required Proposed timing of works Duration Issue info  pack  Restoration  As built available	Diversion description.  Form of agreement required.   Info pack to include helpline numbers, ALO contact details - contractor contacts/details. Land restoration and appropriate aftercare needs to be agreed with the landowner. Details need to be discussed prior to start of restoration works with a scheme for land drainage alterations or new installation. Plans to include any aftercare requirements. As built plan from utility installer need to be provided once work is complete.  Confirmation that the necessary documentation/ agreement is in place.  Form of agreement required.  Info pack to include helpline numbers, ALO contact details - contractor contacts/details if applicable. Land restoration and appropriate aftercare needs to be agreed with the landowner. Details need to be discussed prior to start of restoration works with a scheme for land drainage alterations or new installation. Plans to include any aftercare requirements. As built plan from utility installer need to be provided once work is complete.

Completed	Confirmation that the necessary documentation/ agreement is in place.
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<p><b>Mitigation or environmental works</b></p> <p>Description of planting Proposed timing of works Duration</p> <p>if yes can it be returned to landowner basis of return</p> <p>Maintenance period</p> <p>Agreement in place</p>	<p style="text-align: right;">yes/no</p> <p>Type of planting, purpose.</p> <p>Expected duration of planting activity including access arrangements.</p> <p style="text-align: right;">yes/no</p> <p>Details of what restriction would be imposed if land is to be returned and any access requirements needed. Explanation of the maintenance requirements for establishment and then more permanent arrangements.</p> <p style="text-align: right;">yes/no</p>
<p><b>Ecological works</b></p> <p>Description of works Proposed timing of works Duration</p> <p>If yes can it be returned to landowner basis of return</p> <p>Maintenance period</p> <p>Agreement in place</p>	<p style="text-align: right;">yes/no</p> <p>Type of works required. Expected duration of construction activity.</p> <p style="text-align: right;">yes/no</p> <p>Details of what restriction would be imposed if land is to be returned and any access requirements needed. Explanation of what are the maintenance requirements for establishment and then more permanent arrangements.</p> <p style="text-align: right;">yes/no</p>
<p><b>Scheme access requirements</b></p> <p>Are access rights required over farmer retained land</p> <p>If yes, specify</p> <p>Additional HS2 requirements</p>	<p style="text-align: right;">yes/no</p> <p>HS2 access requirements on land outside the boundary fence.</p> <p>List if other requirements are identified.</p>

<p><b>Land restoration</b></p> <p>Return to land owner</p> <p>If yes, restoration plan agreed with landowner</p> <p>Scheme agreed with LA</p> <p>Restoration completed and signed off</p> <p>Handback Aftercare in place</p>	<p>yes/no</p> <p>yes/no</p> <p>yes/no</p> <p>yes/no</p>
<p><b>Site access agreements</b></p> <p>GI access agreement signed</p> <p>Expiry date</p> <p>Doc number</p> <p>Environmental access agreement signed</p> <p>Expiry date</p> <p>Doc number</p>	
<p><b>Accommodation works (in contract)</b></p> <p><b>Fencing</b></p> <p>Temp</p> <p>Permanent</p> <p><b>Access gates (perm)</b></p> <p>Accesses from Highways incorporated within design</p> <p>agreed with Highway authority</p> <p>Confirm to landowner</p> <p>Work instructed</p> <p>Works completed</p> <p>Sign off</p> <p><b>Access (Temp)</b></p> <p>Requirement during works</p> <p>Confirm to landowner</p> <p><b>Access tracks in works</b></p> <p>Requirement</p> <p>incorporate in design</p> <p>Confirm to landowner</p> <p>work instructed</p> <p>works completed</p> <p>sign off</p>	<p>Required spec</p> <p>Required spec</p> <p>Description of requirement.</p> <p>yes/no</p> <p>yes/no</p> <p>yes/no</p> <p>Description of requirement.</p> <p>Description of requirement.</p> <p>yes/no</p>

<b>Land drainage</b> Existing land drainage plans exist? Amended design undertaken Design agreed between parties Work instructed Works completed Sign off Provide as built plans	yes/no yes/no
Accommodation works (out of contract) Required  Proposal Agents recommendation	These could include off-site works like replacement facilities to mitigate claim. yes/no Description yes/no

**4. Correspondence log, Undertakings and Assurances (if applicable), payments and notices served**

<b>Meeting and correspondence log</b>	Record of meetings and correspondence relevant to claim including any agreements reached.
<b>Assurances</b>	List of any assurances or other commitments given that relate specifically to the farmer.
<b>Related Undertakings</b>	Identify any undertakings or assurances that have may have relevance to the landholding.

<b>Payments</b>	Listing all payments made in relation to claim including professional fees, planning fees (if required) and advanced payments.
<b>Notices served</b>	List of notices served with dates and notice type.
<b>Land handback</b> Restoration plan produced Discussed with land owner Handback agreed Agreement in place Discharge of HS2 obligation	



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