



Department  
for Transport

# House of Commons Select Committee on High Speed Rail (West Midlands - Crewe) Bill

Promoter's response to the Select  
Committee's Second Special Report of  
Session 2017 - 2019

**Moving Britain Ahead**

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# Introduction

- 1 This document constitutes the response of the Promoter of the High Speed Rail (West Midlands - Crewe) Bill to the Second Special Report of the 2017-19 session (hereafter referred to as 'the report') published on 23 July 2018 by the House of Commons Select Committee on the High Speed Rail (West Midlands - Crewe) Bill (hereafter referred to as 'the Bill').
- 2 The Bill is being promoted by the Secretary of State for Transport. Responsibility for delivering the various actions that are outlined in this response will rest with either HS2 Ltd, the Department for Transport or the relevant nominated undertaker. The terms 'Promoter' and 'we' are used at various points in this document to encompass all of these parties.
- 3 This response aims to only address the matters raised by the Select Committee in their report where an action from the Promoter was sought or where a clarification was deemed to be beneficial.
- 4 Where existing assurances are referred to, the reader may wish to refer to the draft Phase 2A Register of Undertakings and Assurances for the complete text.<sup>1</sup> Where the assurance referred to has not yet been included in the draft Register, a link to where the complete text can be found is provided if the assurance has been published. Where it has not, the assurance will be included in the next draft of the Register. Where an assurance is described in the response, the text of the assurance itself as included in the Register takes precedence.

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<sup>1</sup> See <https://www.gov.uk/government/publications/hs2-phase-2a-register-of-undertakings-and-assurances> for a copy of the latest draft of the HS2 Phase 2A Register of Undertakings & Assurances, published on 27 July 2018.

# Promoter's Response

## Timing of Additional Provision 2

- 5 In paragraph 3 of the report the Select Committee said:
- "It is anticipated that a second Additional Provision will be deposited "around the turn of the year". We would prefer to see it deposited in early December at the latest."*
- 6 The Promoter shares the Select Committee's desire to ensure the deposit of a second Additional Provision to the Bill as soon as practicable. This Additional Provision, which includes many petitioner-driven changes to the Proposed Scheme as well as a number of changes directed by the Select Committee, is expected to be deposited early next year. The work needed to complete and publish all the material required by Parliamentary Standing Orders cannot be done any sooner. The Promoter will continue to keep the Select Committee updated as the Additional Provision to the Bill progresses.

## Involvement of Parish Councils in Highways Sub Group

- 7 In paragraph 7 of the report the Select Committee said:
- "HS2 published a response to our report on 25 June 2018. Following our recommendation the following have been promised by HS2;*
- a) A £2m Phase 2A Woodland Fund to help local landowners create native, broadleaf woodlands and restore ancient woodland sites.*
  - b) £6.5m Phase 2A Road Safety Fund to help to improve traffic and pedestrian, cycle and equestrian safety along the whole route.*
  - c) Alterations to roads along the route.*
  - d) A Phase 2A Planning Forum in summer 2018 comprising the two local highway authorities, Highways England and the Department for Transport.*
- We recommend an extension of this membership to include representatives from all Parish Councils affected so that local residents are represented."*
- 8 The Promoter's response to the Select Committee's First Special Report of Session 2017-19,<sup>2</sup> explained that the Promoter has engaged with the Phase 2A highways authorities on routewide matters of common interest with a view to more regular meetings, under the aegis of the Phase 2A Planning Forum, being established. The first meeting of the Highways Sub Group of the Planning Forum took place on 17 July 2018, comprising the Promoter, Highways England, Cheshire East Council, Staffordshire County Council and Shropshire County Council. The Sub Group is currently considering the final terms of reference that it will adopt. The Sub Group

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<sup>2</sup> See paragraph 42 of the Promoter's response to the Select Committee's First Special Report of Session 2017-19

further agreed that membership would be extended to Stoke-on-Trent City Council.

- 9 The Promoter will ensure that, once a year, the Highways Sub Group meeting is widened to include both District and Parish Council representatives, with the agenda set by the invited authorities (the Highways Sub Group will be discussing routewide matters of common interest, rather than site specific issues; it is likely that the Parish Councils would find regularly attending a meeting which did not address site specific issues to be unproductive). In addition, the Promoter will ensure that papers and minutes of both the Planning Forum and Highways Sub Group are published online and that the Parish Councils are able to request that matters of principle related to traffic, highways and transport matters during construction are addressed by the Highways Sub Group.
- 10 These annual meetings would be in addition to the regular meetings which are required under the Code of Construction Practice. These would be held between the nominated undertaker, the lead contractor, the local authority and representatives of the local community or other stakeholders to discuss construction issues and programme.

## Engagement for those without access to information technology

- 11 In paragraph 8 of the report the Select Committee said:
- "We noted that the Promoter had not, in its response, suggested any improvements to engagement with those members of the community without access to information technology. This was partially remedied on 2 July in relation to residents of Whitmore Heath where HS2:*
- i) propose to introduce a specific named community engagement officer,*
  - ii) will hold surgeries in Whitmore Heath to provide advice on the property schemes and to answer local householders' particular questions and concerns about where they fit within the property schemes,*
  - iii) have offered transport for people to those surgeries,*
  - iv) will publish a newsletter to keep residents informed of progress,*
  - v) will communicate in clear, simple terms about the property schemes.*
- We hope that the newsletter for residents will be published in an easy to understand, nontechnical, paper format."*
- 12 The first Phase 2A line-of-route newsletter was published in September and posted to some 20,000 addresses along the route, as well as being made available online.<sup>3</sup> The newsletter adheres to Plain English principles, which are embedded in HS2 Ltd's editorial guidelines. Amongst other things, the newsletter includes details of the dedicated Community Engagement team for Phase 2A, including the Community Engagement Manager for the Whitmore Heath area.
- 13 As foreshadowed in the newsletter, six line-of-route information events along the Phase 2A route took place in the second half of October. An 'In Your Area' explanatory booklet was produced and made available at each event.
- 14 HS2 Ltd also posted a one-off newsletter to residents affected by new power supply proposals to be included in the second Additional Provision to the Bill, as well as

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<sup>3</sup> The Phase 2A newsletters can be found at <http://www.gov.uk/government/publications/hs2-phase-2a-community-newsletters#history>.

making it available online. A one-off information event on the proposals was held on 19 October.

- 15 Following the commitment given to the Select Committee, HS2 Ltd organised two additional Land and Property residents' surgeries specifically for Whitmore. Each of the surgeries offered 16 individual pre-booked appointments of forty minutes. The surgeries were staffed by representatives from HS2 Ltd's Land and Property and Community Engagement teams. The invitation to the surgeries was posted to residents of Whitmore Heath and Whitmore and provided a name and contact details for the Community Engagement Manager. It also asked people to contact the Community Engagement Manager if they needed help accessing the surgery.
- 16 The first surgery was held on 15 August. Fourteen of the appointments had been taken before the event started, and one resident postponed theirs. All who attended were concerned about the impact on the community and on property values, and most saw the Need to Sell (NTS) Scheme as the only assistance directly available to them. Some were uncertain about whether it was worth waiting to see how the scheme developed before submitting an NTS application. Some residents also raised concerns about the tunnel portal and possible changes included in the second Additional Provision to the Bill, as well traffic and ecological impacts.
- 17 The residents who attended seemed to find the format useful for their needs, and left feeling the event had been worthwhile for them. Where appropriate, HS2 Ltd committed to following up by sending residents written confirmation of information discussed and answers to outstanding questions.
- 18 The second surgery took place on 14 September, and 15 of the 16 available appointments were taken by residents. Again HS2 Ltd were able to listen to the residents' concerns and provide information about property assistance schemes, most commonly the NTS Scheme. As with the August surgery, where appropriate, HS2 Ltd committed to following up with written confirmation of information discussed and answers to outstanding questions.
- 19 In addition, HS2 Ltd has rolled out Commonplace websites for Phase 2A, one for Cheshire and a combined Phase 1/2A one for Staffordshire.<sup>4</sup> These sites have been in place on Phase 1 for some time now, and are a platform for providing local news and information about HS2 to affected communities.

## Reaching agreement with petitioners

- 20 In paragraph 12 of the report the Select Committee said:  
*"The Committee will continue to press HS2 Ltd to reach agreements with petitioners wherever possible."*
- 21 The Promoter remains committed to reaching agreement with petitioners where possible, so that petitioners do not feel the need to appear before the Select Committee at all, or, when they do appear, not to raise all of the issues in their petition. As of 18 July, of the 165 petitions dealt with by the Select Committee, 118 were heard by the Select Committee and 47 - some 28% - did not appear or were withdrawn.<sup>5</sup> The Promoter notes, however, that for agreement to be reached both sides need to be reasonable and be prepared to compromise.

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<sup>4</sup> See [www.hs2instaffs.commonplace.is](http://www.hs2instaffs.commonplace.is) and [www.hs2incheshire.commonplace.is](http://www.hs2incheshire.commonplace.is).

<sup>5</sup> Excludes right to appear challenges.

## Language used in Committee

- 22 In paragraph 16 of the report the Select Committee said:  
*"Assurances and undertakings are promises made by HS2 which the Committee expect to be honoured."*
- 23 The Promoter remains wholly committed to honouring the undertaking given to the Select Committee on securing compliance with the Environmental Minimum Requirements, of which the HS2 Phase 2A Register of Undertakings & Assurances forms an important part.<sup>6</sup> A second draft of the HS2 Phase 2A Register of Undertakings & Assurances was published on 27 July 2018, containing the approximately 625 commitments given during the Select Committee process so far. On publication each recipient was notified and invited to check that their entry in the draft accurately reflected the commitments given. A third draft is expected to be published before the second Additional Provision to the Bill is deposited.

## Toby and Bonnie Williams (No. 20)

- 24 In paragraph 26 of the report the Select Committee said:  
*"On 11 June we made an announcement regarding a proposed construction route which would affect an events business..."*
- 25 An alternative construction proposal has been identified which removes the need for HS2 Phase 2A construction traffic to travel through Toby and Bonnie Williams' property. An assurance was offered to the Williams' on this basis on 12 July 2018.<sup>7</sup>

## Borrow pits

- 26 In paragraph 28 of the report the Select Committee said:  
*"Many petitioners raised concerns about borrow pits: their size, their location, mineral rights and the amount of material to be taken. HS2 is conducting a review of borrow pits and we do not plan to comment on 'borrow pits' until the review is published. We do however expect borrow pits to be screened sufficiently to help to alleviate some of the negative impact on the local environment. We expect to see any proposed changes in Additional Provision 2."*
- 27 Mitigation to screen construction activities relating to the use of the borrow pits will be implemented through the controls set out in the draft Code of Construction Practice. These will be considered during detailed design on a site by site basis, and would include the use of screens and hoarding to limit views of construction activities and to reduce any visual effects.

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<sup>6</sup> See Select Committee transcript for 19 March 2018 (Afternoon) (Q57-59):

"57. I now undertake, on behalf of the Secretary of State to this House in the following terms. Insofar as the environmental minimum requirements are not directly enforceable against any person appointed as the nominated undertaker, the Secretary of State will take such steps as he considers reasonable and necessary to secure compliance with those requirements. This undertaking will be entered in the register.

58. This undertaking applies also in any case where a statutory undertaker is carrying out development for, or in connection with, the Phase 2A project in reliance on the planning permission enjoyed in consequence of the provision of the Bill, of which the marginal note is extension of permitted development rights.

59. The Secretary of State undertakes to take such steps as he considers are reasonable and necessary to secure compliance with such of the environmental minimal requirements as he considers relate to that development and are not directly enforceable against the undertaking."

<sup>7</sup> See reference C96.1 in the draft HS2 Phase 2A Register of Undertakings and Assurances.

28 In addition, under the planning regime established under the Bill,<sup>8</sup> the nominated undertaker will be required to obtain approval from the relevant planning authority, where they are a qualifying authority, for plans or specifications for the excavation of bulk materials from borrow pits. The grounds on which the relevant planning authority can refuse approval or impose conditions relate to the design or external appearance of the borrow pits, the methods by which they are worked and arrangements as to noise, dust, vibration or screening during their operation.<sup>9</sup> The borrow pit review report will contain a section which will explain the controls specifically for borrow pits and how they would be implemented.

## Tunnel options Whitmore Heath - Madeley

29 In paragraph 29 of the report the Select Committee said:

*"The Committee confirms the "in principle" decision made in its First Special Report regarding the lowering of the viaduct and an extension of the southern portal at an estimated total cost of £448.2m. The Long Single Tunnel was estimated to cost £608m. The Committee would prefer any additional money available to be spent on benefits for the wider community."*

30 The Promoter notes the Select Committee's confirmation of its in principle decision.<sup>10</sup> In its response to the Select Committee's First Special Report the Promoter explained that it had committed a total of £15.7m to funds to benefit the wider community.<sup>11</sup>

## Stone Infrastructure Maintenance Base-Railhead/Aldersey's Rough

31 In paragraph 30 of the report the Select Committee said:

*"The Committee confirms its "in principle" decision that the Infrastructure Maintenance Base-Railhead should be sited as is proposed in the Bill Scheme, at Stone."*

32 The Promoter notes the Select Committee's confirmation of its in principle decision.

## Lowering of the Kings Bromley Viaduct

33 In paragraph 31 of the report the Select Committee said:

*"The Committee welcomes the assurance given by HS2 to Staffordshire County Council and Lichfield District Council that the Kings Bromley Viaduct will be lowered, therefore blending better into the local environment."*

34 The assurance has been included in the draft HS2 Phase 2A Register of Undertakings & Assurances.<sup>12</sup>

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<sup>8</sup> See paragraph 7 of Schedule 17 to the Bill.

<sup>9</sup> Further information on borrow pits can be found in HS2 Phase 2A Information Paper D12: Borrow Pits.

<sup>10</sup> See paragraph 16 of the Promoter's response to the Select Committee's First Special Report of Session 2017-19, a copy of which can be found at [http://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/718567/house-of-commons-select-committee-response-to-first-special-report.pdf](http://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/718567/house-of-commons-select-committee-response-to-first-special-report.pdf), for full details of the estimated costs.

<sup>11</sup> See paragraphs 52-56 of the Promoter's response to the Select Committee's First Special Report of Session 2017-19.

<sup>12</sup> See reference C9.1 in the draft HS2 Phase 2A Register of Undertakings and Assurances.



## Swynnerton Parish Council (No. 86)

- 35 In paragraph 32 of the report the Select Committee said:  
*"HS2 Ltd should build a roundabout where the diverted Tittensor Road meets the A51."*
- 36 The Promoter will include a roundabout where the diverted Tittensor Road meets the A51 in the second Additional Provision to the Bill.

## Colton Parish Council (No. 47)

- 37 In paragraph 33 of the report the Select Committee said:  
*"Pedestrians should be segregated from the road traffic in the underbridge and overbridge sections of Newlands Lane."*
- 38 The Promoter is engaging with Colton Parish Council on this issue. A separate footway will be provided in accordance with modern design standards. The final proposals will be subject to a road safety audit at the detailed design stage and the final design will also be subject to the approval of the local highway authority.

## Frank and Angela Simmons (No.68)

- 39 In paragraph 34 of the report the Select Committee said:  
*"Mr and Mrs Simmons' house is in Yarlet Lane, Marston, and they are disadvantaged under the compensation scheme because of the orientation of their garden compared with their next door neighbour. Should Mr and Mrs Simmons decide that they need to sell, they should be given equal treatment with that of their neighbour."*
- 40 Should Mr and Mrs Simmons apply for their property to be purchased, the Promoter will agree to acquire the property under atypical circumstances, and as a result they will be offered the same compensation package as their neighbour.

## The Yarlet Trust (No. 174)

- 41 In paragraph 35 of the report the Select Committee said:  
*"The Yarlet Trust is a small day and boarding school situated between Stone and Stafford. The school petitioned for safer access. The understands that dialogue between the Trust, the Highways Authority and HS2 is ongoing and that a redesign of the junction outside the school has been proposed, this may be for a small roundabout close to the entrance to the school or a better engineering solution. Furthermore, the Committee is not convinced that closing the central reservation for 12 months in relation to the A34 diversion is the correct and safe solution and we direct HS2 to look at this again and design and make the necessary adjustments with safety in mind."*
- 42 The Promoter will include a new access in the vicinity of the school's current entrance in the second Additional Provision to the Bill. This would provide a new opening of the central reservation to provide a safe means of entering the premises from both the north and south bound carriageway of the A34.

## Woore Parish Council/Woore Primary and Nursery School (Nos. 134 and 190)

43 In paragraph 36 of the report the Select Committee said:

*“As regards Woore Primary and Nursery School, HS2 should engage with Shropshire County Council and introduce traffic calming measures outside the school and along the highway, conducting further work on the safety of pavements. HS2 should fund a school patrol crossing officer during term times during the construction period. HS2 should seek an area of similar size to that of the Swan car park for community parking on a temporary basis.”*

44 A first joint meeting with Woore Parish Council and officers of Shropshire County Council was held on 31 July 2018. Since this meeting, the Promoter has commenced both air quality monitoring and traffic surveys across the parish.

45 The Promoter will continue to engage with Woore Parish Council, and Shropshire County Council as the local highway authority, to address traffic management including calming measures and the safety of pavements outside Woore Primary and Nursery School and along the highway.

46 The Promoter is in ongoing discussions with Woore Parish Council regarding the provision of a school patrol crossing officer as well as suitable temporary community parking. Work to identify potential solutions has commenced.

47 The Promoter has already provided a general commitment in the draft Code of Construction Practice that:

*“During construction works, the nominated undertaker will require that the impacts from construction traffic on the local community (including all local residents and businesses and their customers, visitors to the area, and users of the surrounding transport network) be minimised by its contractors where reasonably practicable.”*

## Elizabeth, Neville and Timothy Baskeyfield (No. 43)

48 In paragraph 37 of the report the Select Committee said:

*“Mr Baskeyfield put his case exceptionally well on behalf of his family. He was concerned about the surface water sewer drain on his land. We direct HS2 Ltd to give to Mr Baskeyfield an undertaking that it will adopt the proposal in his petition regarding reinstating the drainage pipe on his land.”*

49 Since the Select Committee hearing a further fact finding site visit to Madeley Park Farm has taken place. The next stage will be to carry out detailed surveys of the location. The Promoter will continue to engage with the Baskeyfields up to and throughout detailed design so that they can provide their views on the proposals. The Promoter will adopt the proposal in their petition for reinstating the drainage pipe, subject only to the exact positioning of the viaduct, which will be confirmed during detailed design. The Promoter is committed to installing an effective drainage solution that meets the Baskeyfields' needs.

## The Incumbent and Churchwardens, Saint Leonards Church, Marston (No. 97)

50 In paragraph 38 of the report the Select Committee said:

*“Reverend Grigson said that Marston Community Church will be isolated for 6 years because of the building works. The works will have an impact on car parking, safe walking routes, as the construction traffic will use Marston Lane, although it will not affect access to the lane past the church. He said that the works will have an impact on the running of the church as it relies on volunteers. Assurances had been given to the Church by HS2 and the Committee thought that these were sensible and that Reverend Grigson should consider accessing the community fund available from HS2.”*

51 The assurances have been included in the draft HS2 Phase 2A Register of Undertakings & Assurances.<sup>13</sup>

## Dr Paul and Elizabeth Carter (No. 32)

52 In paragraph 39 of the report the Select Committee said:

*“Dr Paul and Elizabeth Carter live in a small cul-de-sac in the hamlet of Nethertown. This hamlet has one exit road and the petitioners were concerned about access. They petitioned for “unfettered 24 hour access” via Pipe Lane which gives access to Common Lane. The Committee expects HS2 to ensure that access is kept so that emergency vehicles are able to reach the area if required. We also recommend that HS2 install flood mitigation for the residents of this area. We did not agree with Counsel’s suggestion that the petitioners apply to the community fund for this.”*

53 The Promoter has given the petitioners an assurance that the nominated undertaker will be required to not restrict access by emergency service vehicles to Nethertown via Pipe Lane during HS2 construction.

54 The Promoter met with Dr Carter on 24 September to investigate the flood risk in the area. The Promoter will report progress to the Select Committee in due course.

## Robert, Helen and Richard Parkinson (No. 18)

55 In paragraph 40 of the report the Select Committee said:

*“Robert, Helen and Richard Parkinson have a family farm with mainly arable and beef production. HS2 had proposed to compulsorily purchase part of Mr Parkinson’s farm, give him compensation and then charge him maintenance for accessing the land. Agreement was reached after Counsel suggested that HS2 did not purchase the land but instead Mr Parkinson gave rights to HS2 to use the right of way and pay him for it. We endorse this agreement.”*

56 The assurances offered to Mr Parkinson have been included in the draft HS2 Phase 2A Register of Undertakings & Assurances.<sup>14</sup>

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<sup>13</sup> See references C14.1 - C14.4 in the draft HS2 Phase 2A Register of Undertakings and Assurances.

<sup>14</sup> See references C24.1 – C24.10 in the draft HS2 Phase 2A Register of Undertakings and Assurances.

## M J and Mrs M E Daw and W B Daw and Son (Nos. 178, AP 1–26 and AP 1–12)

57 In paragraph 41 of the report the Select Committee said:

*“Mr and Mrs Daw were concerned about the extent of land that HS2 proposed to take, the projected traffic movements on Pipe lane and noise and vibration caused by increased traffic and the impact that this might have on the day to day operation of their farming business and on the community. HS2 accepted that the culvert area needed redefining. The petitioner suggested a new access route to the rear of their farm. We direct HS2 to build a bund between the residence and the railway.”*

58 The Promoter will include a bund between the residence and the railway in the second Additional Provision to the Bill.

## Sharon Mawbey (No. 192)

59 In paragraph 42 of the report the Select Committee said:

*“Mrs Mawbey lives beside the Trent and Mersey Canal and has a boat building and narrow boat hiring business. She also has a shop and café, produces pottery and has alpacas. The scheme proposes a compound next to her property. We direct HS2 to ensure that contractor accommodation at that compound should be no higher than two site huts.”*

60 The Promoter has given Mrs Mawbey an assurance that the nominated undertaker will be required to limit the external elevation of the temporary worker accommodation at the neighbouring Trent South Embankment main compound to no more than two storeys. The assurance will be included in the next published draft of the HS2 Phase 2A Register of Undertakings & Assurances.

## J A Fielding, J A Fielding Farms (Nos. 72 and AP 1–12)

61 In paragraph 43 of the report the Select Committee said:

*“The Committee was sympathetic to Mrs Fielding as, because of the location of her farm and the phasing of the projects, she had been affected by HS2 Phase 1 and was now being affected by the plans for HS2 Phase 2a. Unfortunately, a considerable amount of disruption to her farm is inevitable for the project to proceed. The Committee directs HS2 to ensure that there are no isolated parcels of land remaining following compulsory purchase, and listens and incorporates Mrs Fielding’s suggestions for retaining established wildlife areas where possible. Whilst the nominated undertaker works on site Mrs Fielding should be able to have suitable access routes to her land. We direct HS2 to make provision that the area proposed for laying down pipes may only be used outside harvest time.”*

62 The Promoter is currently in active negotiations with adjoining land owners in order to mitigate Mrs Fielding’s concerns, and will be working with the petitioner throughout detailed design in accordance with the directions of the Select Committee to ensure her concerns are resolved as far as reasonably practicable.

## Andrew and William Dangerfield (No. 170)

63 In paragraph 44 of the report the Select Committee said:

*“Andrew and William Dangerfield farm and reside at Bishton Lane, Wolseley Bridge. Their land will be used for the A515 road realignment, construction of the railway, diversion of their main farm access and diversion of overhead power lines and ecological mitigation. Bishton Lane is the only access to the farm. HS2 has given assurances to Staffordshire County Council about Bishton Lane which involves widening the road and providing passing bays. We expect access to the farm to be maintained.”*

64 The Promoter has offered the petitioners an assurance on maintaining vehicular access to their property during construction. The assurance will be included in the next published draft of the HS2 Phase 2A Register of Undertakings & Assurances.

## Luke Mellor and Son (No. 155)

65 In paragraph 45 of the report the Select Committee said:

*“Luke Mellor has an organic farm at Colton. The Committee recognises the necessity for land take to be kept to a minimum and that replacement land will take three years to get full organic status. HS2 has given an assurance that a “working group to collaborate to consider how organic farming activities at Manor Farm can reasonably be maintained during construction of the Proposed Scheme and any restoration period thereafter.” HS2 has said that it will report back to the committee before the next calendar year. The Committee would like a progress report in September 2018.”*

66 As reported to the Select Committee in September, the Promoter has been holding monthly meetings with the petitioner since their appearance before the Select Committee, and is continuing to work with the petitioner and their representatives with a view to reaching agreement in advance of the House of Lords petitioning period.

## Richard, Ivor and Elizabeth Clarke (No. 62)

67 In paragraph 46 of the report the Select Committee said:

*“Richard, Ivor and Elizabeth Clarke live between Hopton and the A518, adjacent to the Staffordshire County Showground and said they had received assurances from HS2. The Committee were not satisfied with HS2’s position regarding the temporary access gate and direct HS2 to create a permanent access point for the petitioners to use. The Committee would also direct HS2 to ensure that there is a track over or through the bund so that the farmer can access the land from south to the north rather than having to take a route of four miles.”*

68 The petitioners have been given an assurance that the temporary access gate will be made a permanent access point for the petitioners to use following construction. The petitioners have also been given an assurance that an access track will be provided to grant access over the bund between Hopton village and the Hopton South Cutting. If additional land is required to accommodate the amendments to the design for these changes the Promoter will use reasonable endeavours to secure it by agreement. These assurances will be included in the next published draft of the HS2 Phase 2A Register of Undertakings & Assurances.

## Andrew and Pauline Collier (No. 28)

69 In paragraph 47 of the report the Select Committee said:

*“Mr and Mrs Collier farm 1,200 acres from Ingestre Manor Farm with land beside the river at Hoo Mill Lane and the Ingestre Park Road. This is an arable and equestrian business. HS2 propose building a balancing pond on their land and this may flood the Lionlodge wood. The petitioner was concerned about proposals for drainage and water courses as if this is not handled correctly Ingestre is likely to flood. We direct HS2 to consider this evidence as part of the borrow pit review.”*

70 The Promoter will continue to investigate the petitioner’s concerns as they develop the detailed design of the scheme. The petitioner is not, however, located on or near any proposed borrow pits, and will not therefore be subject to that particular review.

## Christopher and Carol Carney (No. 41)

71 In paragraph 48 of the report the Select Committee said:

*“Christopher and Carol Carney represented Upper Moreton Rural Activities. This is a not for profit community interest company which offers therapeutic courses and activities to people suffering with mental health needs. HS2 has made an offer to Carol and Christopher Carney to set up a steering group to look at this site. We direct HS2 to provide an update on how this case is progressing.”*

72 As reported to the Select Committee in September, the Promoter has met with the petitioners’ representative following their appearance before the Select Committee and has agreed to commission a detailed specialist report in order to look at pragmatic solutions to ensure that the Community Interest Company receives a robust package of long and short term mitigation measures. The Promoter recognises that the petitioner serves vulnerable people within the wider community and that early and meaningful engagement is required in order to ensure that the operation can continue into the future.

73 The Promoter and the petitioners’ representatives have agreed to continue working together via the Working Group, with a view to reaching agreement in advance of the House of Lords petitioning period.

## Robert Birchill (No. 46)

74 In paragraph 49 of the report the Select Committee said:

*“Mr Robert Birchill should be allowed to successfully apply for the full unblighted value of his property if he decides that he wishes to move.”*

75 Should Mr Birchill apply for his property to be purchased, the Promoter will agree to acquire under atypical circumstances at a price reflecting 100% of the unblighted market value of the property.

## Mr Peter and Mrs Lorraine Bailey (No. 80)

- 76 In paragraph 50 of the report the Select Committee said:  
*“Mr Bailey has health issues and asked that HS2 compulsorily purchased his house. HS2 said that because of the extension of the Whitmore tunnel, the access route on his property would no longer fall within the bill limits. This would be demonstrated in Additional Provision 2. Mr Bailey can petition once again if this is not the case but HS2 should make an offer to the petitioners if the plans do not change and their health deteriorates.”*
- 77 The Promoter made an offer to acquire the petitioners’ property on an atypical basis on 29 June 2018. It is open to the petitioner to accept this offer within the period specified in the offer letter.

## George Helen and Sarah Dyke (No. 17)

- 78 In paragraph 51 of the report the Select Committee said:  
*“George, Helen and Sarah Dyke are tenant farmers of Lord Stafford. We direct HS2 to meet the cost of an access track for these farmers to their land as requested in their petition; this may mean going further than the existing Bill limits if a resolution cannot be found beforehand.”*
- 79 The petitioners have been given an assurance that the requested access track will be provided.<sup>15</sup> It will be suitable for agricultural vehicles to pass from Common Lane to the Swynnerton Footpath 15 Green Overbridge as requested.

## Ingestre Park Golf Club (No. 148)

- 80 In paragraph 52 of the report the Select Committee said:  
*“We direct HS2 to come to a solution that allows the golf club to continue as a community asset. We thought that both HS2’s figures and the golf club’s figures were too high.”*
- 81 The Promoter is continuing to engage with the petitioner with a view to identifying a practical and cost effective solution that allows the golf club to continue as a community asset, and is now progressing with a request from the golf club for funding for them to be able to commission specialist advisors.

## The Inland Waterways Association (No. 2)

- 82 In paragraph 53 of the report the Select Committee said:  
*“The Inland Waterways Associations petitioned on behalf of occupants of narrowboats and how HS2 classified their residences. The Great Haywood Marina will be significantly impacted by the scheme and HS2 should look at installing the 5m barrier as requested by the petitioner. Furthermore, HS2 should look at providing further noise mitigation at Fradley Wood.”*
- 83 HS2 Ltd has had further discussions with the Inland Waterways Association (IWA)

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<sup>15</sup> See reference C80.13 in the draft HS2 Phase 2A Register of Undertakings and Assurances.

since their appearance before the Select Committee. The IWA are part of the Trent–Sow Parklands and Cannock Chase AONB HS2 Group, currently considering the design of the Great Haywood viaduct.<sup>16</sup> They acknowledge that delivering a high quality design would be challenging if the structure had to accommodate a barrier 5 metres high, assuming a technical solution could be found to construct such a feature. As such, they have asked the Promoter to consider other means of reducing the noise in this location. The Promoter has given the IWA an assurance that the nominated undertaker will be required to consider this further during detailed design.

- 84 In respect of the Fradley Wood area, the Promoter has given the IWA an assurance that the nominated undertaker will consider what additional noise mitigation might be appropriate here during detailed design.
- 85 The assurances will be included in the next published draft of the HS2 Phase 2A Register of Undertakings & Assurances.

## Access to land purchased under compulsory purchase orders

- 86 In paragraph 54 of the report the Select Committee said:

*“We heard of farmers being asked to pay for maintenance costs of access tracks across land that had been compulsorily purchased by HS2. Where the right to cross or otherwise someone else’s land for a specified purpose is granted over land subject to compulsory purchase, HS2 take the view that those benefitting from access rights make a “reasonable contribution” towards maintenance, as the petitioner would have received compensation. Tracks may pass over third party-owned land. It is not the fault of the petitioner or any third party that the Secretary of State proposes to build a railway. We direct HS2 to look at this matter urgently so that petitioners and others are not disadvantaged by this position.”*

- 87 Whilst every requirement for access will need to be considered on a case by case basis, the Promoter proposes to adopt the following general approach.<sup>17</sup> Where an access track would pass over land in more than one ownership currently, the Promoter proposes, at least in the first instance, to retain ownership/control, and to grant rights of access to affected landowners. The Promoter will not in general include an obligation for the landowner to contribute to the cost of maintenance of the track. Instead, in the event of any damage being caused to the track or land by the landowner, it would be for the Promoter to rely on such rights and remedies as it may have at common law for damage caused as a result of unreasonable or excessive use.

## Accessibility

- 88 In paragraphs 55-56 of the report the Select Committee said:

*“We have repeatedly been told by petitioners that some of the language used in the assurance letters issued by HS2 to petitioners is vague. We understand that it is not until the detailed design stage that assurances given will be fully taken into account, and understand that this combination of legal language and vagueness is hard for anyone to understand.”*

<sup>16</sup> See Select Committee transcript for 14 May 2018 (Afternoon) (Q9-16) for details of the Group.

<sup>17</sup> See Select Committee transcript for 25 June 2018 (Afternoon) (Q355-Q537).



*The Plain English Society say “almost anything - from leaflets and letters to legal documents - can be written in plain English”. We recommend that HS2 work with the Plain English Society to ensure that more attention is paid to providing letters with the recipient in mind: using the word “receptors” to describe family farms and family members is not helpful. HS2 may wish to consider attaching a picture or flow diagram to the letter to make the process clearer to the reader.”*

- 89 HS2 Ltd are seeking the Plain English Campaign crystal mark for key documents, such as its complaints process booklet, and will follow the same process as further key documents are produced in the future.<sup>18</sup> HS2’s Ltd’s official editorial style guidelines adhere to Plain English principles. The importance of these guidelines is being promoted within HS2 Ltd and whilst assurance letters inevitably must include an element of legal language to ensure legal certainty, HS2 Ltd will try in future to ensure that they adhere to the Plain English principles and that such letters are written with the recipient in mind. As suggested by the Select Committee, HS2 Ltd have produced a flowchart setting out the assurance process that will in future be attached to assurance letters. A copy is at Annex A.
- 90 The term “receptor” is used in a number of technical documents such as the Environmental Statement as it is the accepted technical term used in the context of environmental impact assessment. However, the Promoter will ask HS2 Ltd to not use the term in correspondence with petitioners other than when citing or referring to the text of documents where it is used in that context.

## General commitments

- 91 In paragraph 57 of the report the Select Committee said:
- “There are general commitments that HS2 has made under the draft Code of Construction Practice which will apply to the entire route. For example,*
- a) construction traffic will be clearly labelled with HS2 branding so that communities can identify construction traffic in their areas,*
  - b) there will be a dedicated telephone line for residents to report construction traffic breaches and problems,*
  - c) road signage; roads will be clearly labelled so that construction traffic will only use pre-agreed routes.*

*We have been told that HS2 will engage at a local level, listening to local landowners and residents. We direct HS2 to fulfil these assurances.”*

92 The Promoter remains committed to honouring the commitments on these issues set out in the draft Code of Construction Practice and the draft Phase 2A Route-wide Traffic Management Plan.

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<sup>18</sup> See <http://www.plainenglish.co.uk/services/crystal-mark.html>

## National Farmers Union (NFU) and the Country Landowners and Businesses Association (CLA) assurances

- 93 In paragraph 58 of the report the Select Committee said:
- “We heard some very sensible solutions proposed by farmers to accommodate the works and direct HS2 to adjust their plans accordingly. We are pleased that assurances have been given to the National Farmers Union and the Country Landowners and Businesses Association and that these assurances will be applied to all holdings along Phase 2a, and also that these will apply to all petitioners who will, in addition, receive assurances tailored to their particular circumstances.”*
- 94 A number of assurances have been offered to the National Farmers Union (NFU) and the Country Landowners and Business Association (CLA).<sup>19</sup> These are separated into Part A assurances and Part B assurances. Although expressed to be for the benefit of the NFU or the CLA, the Part A assurances will benefit all farmers and rural business owners affected by Phase 2A works. The Part B assurances are generic assurances to be offered to farmers or rural business owner petitioners on a case by case basis.
- 95 The Promoter has also said that they would write to all farmers and rural business owners directly affected by the Phase 2A scheme to make them aware of the assurances given to the NFU and to invite them to contact HS2 Ltd if they consider that there are Part B assurances which directly relate to their landholding and which would provide them with reassurance as to the potential impact of the Phase 2A scheme on their landholding.<sup>20</sup> Those letters were issued in September 2018 and a copy is at Annex B. The Promoter will require HS2 Ltd to, upon receipt of responses, discuss with the landowner which of those assurances are relevant to their holding and should be offered to them and, if accepted, all such assurances which are given before the petitioning period closes for the House of Lords Select Committee will be entered on the HS2 Phase 2A Register of Undertakings and Assurances.
- 96 These assurances, as well as additional ones tailored to the particular circumstances of each petitioner, account for the majority of the approximately 625 commitments given during the Select Committee process so far. The Promoter is committed to engaging with directly affected farmers and rural business owners, as set out in the HS2 Phase 2A Guide for Farmers and Growers.<sup>21</sup> One of the key Part B assurances commits the nominated undertaker,<sup>22</sup> before the detailed design of the Phase 2A works is completed, to consult landowners and tenants on the detailed design of works proposed to be constructed on their holding and the use of land for the provision of ecological and any other mitigation. It also commits the nominated undertaker to accommodate reasonable proposals from the landowner or tenant to modify the detailed design of the works or provision of ecological mitigation for the purposes of facilitating the efficient management of the holding in question following completion of construction of the works.

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<sup>19</sup> See letter of 2 May 2018 to the CLA and letter of 31 May to the NFU, copies of which can be found at <https://www.gov.uk/government/publications/hs2-phase-2a-assurances-given-during-select-committee>.

<sup>20</sup> See Select Committee transcript for 25 June 2018 (Afternoon) (Q354).

<sup>21</sup> A copy can be found at <https://www.gov.uk/government/publications/hs2-guide-for-farmers-and-growers>.

<sup>22</sup> See Assurance No. 22 (Detailed design) for the full text of the assurance.

## Land severance and small parcels of land

97 In paragraphs 59-60 of the report the Select Committee said:

*“The Committee heard many cases of land severance. Proposed plans would leave farmers, whose land is taken either temporarily or permanently with small unusable, and sometimes inaccessible, parcels of land, which would not be either economically viable or physically possible to work. We expect HS2 to consider such issues earlier, when planning their land take and to remedy this in Additional Provision 2. Better planning, including for that of ‘ecological mitigation planting’ should involve consultation with the farms affected.*

*We have heard that under the scheme, HS2 will be left with many small parcels of land. These should be used for ecological mitigation. This would reduce the necessity of land take for this purpose therefore allowing farmers to maximise retention of as much good grade 1, 2 and 3 agricultural land as possible by petitioners and other farmers affected by the works.”*

98 Going forward HS2 Ltd will consult directly affected landowners to understand the use of land which will be affected temporarily or permanently by the scheme, including access, to better inform the detailed design. HS2 Ltd will look to progress the detailed design to avoid the creation of small or unusable residual land parcels. During the promotion of the second Additional Provision to the Bill, HS2 Ltd will engage with landowners to understand the impacts of the revised proposals. This engagement will provide the opportunity to fully understand the use of, and access to, land which can subsequently be used to inform the detailed design.

99 The detailed design could consider, if appropriate, whether HS2 could use residual land parcels for environmental mitigation. The location of environmental mitigation must be appropriate to the environmental effect being mitigated; i.e. a noise bund must be between the railway and the property affected, or a habitat must be where a species is present. One of the key Part B assurances commits the nominated undertaker,<sup>23</sup> before the detailed design of the Phase 2A works is completed, to consult landowners and tenants on the detailed design of works proposed to be constructed on their holding and the use of land for the provision of ecological and any other mitigation, and to seek to minimise the loss of Grade 1, 2 and 3a agricultural land.<sup>24</sup>

## Further discussions with the NFU

100 In paragraph 61 of the report the Select Committee said:

*“We are aware of the assurances given to the NFU and Country Landowners’ and Businesses Association and ask these organisations to ensure that the assurances received are conveyed to their members. We note that further work between the two parties is required about land drainage and that the We ask for an update on this in the autumn.”*

101 As reported to the Select Committee in September, the Promoter has had further discussions with the NFU since the Select Committee published their report. Those discussions covered:

<sup>23</sup> See Assurance No. 22 (Detailed design) for the full text of the assurance.

<sup>24</sup> As described in the Agricultural Land Classification of England and Wales, published by the Ministry of Agriculture, Fisheries and Food in October 1988.

- contacting non-petitioner farmers and rural business owners about the Part B assurances;
- additions to the HS2 Phase 2A Guide for Farmers and Growers, covering:
- how assurances are enforced;
- how to complain;
- a note on Capital Gains Tax/Inheritance Tax; and
- an explanation of safeguards in the Bill.
- the borrow pits review;
- temporary possession agreements; and
- engagement on the second Additional Provision to the Bill.

102 The assurance offered to the NFU regarding land drainage has been added to the draft HS2 Phase 2A Register of Assurances and Undertakings.<sup>25</sup> The Promoter is continuing to engage with the NFU generally and has outlined the circumstances where the nominated undertaker would undertake drainage works.

## Communication with farmers and rural business owners more generally

103 In paragraph 62 of the report the Select Committee said:

*“We also ask that HS2 communicate more widely so that farmers and landowners who are not members of these organisations understand the position. We recommend that HS2 ensure that farms and businesses are not disadvantaged by compensation process and dialogue on timing of any compensation payments is taken into account.”*

104 As explained in paragraph 95 above, the Promoter has said they would write to all farmers and rural business owners directly affected by the Phase 2A scheme to make them aware of the assurances given to the NFU and to invite them to contact HS2 Ltd if they consider that there are Part B assurances which directly relate to their landholding and which would provide them with reassurance as to the potential impact of the Phase 2A scheme on their landholding. Those letters were issued in September 2018. The Promoter will then discuss with the landowner which of those assurances are relevant to their holding and should be offered to them and, if accepted, will enter all such assurances which are given before the petitioning period closes for the House of Lords Select Committee on the HS2 Phase 2A Register of Undertakings and Assurances.

105 In addition, one of the key Part A assurances given to the NFU commits the nominated undertaker to the prompt payment of compensation.<sup>26</sup> Where affected farms require works to be undertaken in advance of HS2 works, the Promoter has also agreed to the establishment of working parties to work with farmers to prepare business cases for approval and to agree an early programme of works and associated payment of compensation.

<sup>25</sup> See Assurance No. 21 (Drainage) for the full text of the assurance.

<sup>26</sup> See Assurance No. 3 (Prompt payment of compensation) for the full text of the assurance.

## Right of entry

106 In paragraph 64 of the report the Select Committee said:

*“Notwithstanding the 28 days’ formal notice which must be given of the actual date of any temporary possession being taken for anything, where that possession is for any period of longer than a week or for any purpose which will seriously alter the use of the land, farmers should be given advance warning of the quarter of the year during which that possession is likely to be taken and notice should be not less than three months prior to that quarter.”*

107 The Promoter has offered assurances to the NFU which apply to all farmers and rural business owners directly affected by the Phase 2A scheme that go beyond notification requirements in relation to temporary occupation,<sup>27</sup> as follows:

- the Promoter will not use temporary powers of occupation of land for major works of construction within the railway corridor;
- where the Promoter intends to occupy land on a temporary basis the Promoter will use reasonable endeavours to give longer notice to the farmer/landowner than the statutory 28 days; and
- the Promoter will also notify the farmer/landowner of the expected quarter of the calendar year in which their land is planned to be occupied temporarily.

## Communication

108 In paragraph 65 of the report the Select Committee said:

*“Mr Birchill had received letters from HS2 informing him that 25% of his property fell within the scheme and then that it did not. We are concerned that this severity of error could be replicated elsewhere.”*

109 Mr Birchill’s property was originally subject to surface safeguarding in November 2015. He was correctly advised of this by letter. As a result of the more developed design including in the Bill, in September 2017 the refreshed safeguarding directions meant that his property was no longer in surface safeguarding, and instead is partly in sub-surface safeguarding and partly in the Extended Home Owner Protection Zone (EHPZ). HS2 Ltd apologised for an error though that meant in the September 2017 exercise the EHPZ element of Mr Birchill’s circumstances was not initially communicated and so a further letter in October 2017 was sent advising him of this.

110 This was the only example of this issue the Promoter is aware of and the Promoter can confirm that normally Mr Birchill would have received one letter in 2015 and one letter in 2017 as would others who were first in, and then subsequently out of, safeguarding. Given that the Promoter relies on publically available information in combination with information gathered by land referencing in preparing the Bill, it employs a number of quality assurance checks. As a result of the instance highlighted by the Select Committee, going forward the Promoter has added an additional layer of quality assurance to reduce the risk of complexities being overlooked. The Promoter is also intending to simplify the content of its letters when explaining changes to the zones that properties fall into, to focus just on the implications for the specific property owner.

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<sup>27</sup> See Assurance No.2 – Land acquisition – Agricultural land acquired for the purposes of the permanent railway corridor and Assurance No.10 – Notices of entry and taking possession for the full text of the assurances.

## Access to specialists

111 In paragraph 66 of the report the Select Committee said:

*“We heard that people affected by the scheme did not have access to HS2 employed specialists who understood the land. There should be a process where community liaison officers identify where specialists are required and set up meetings between, for example the farmer and the farm drainage specialist. It should be recognised that there is a wealth of information held by those who manage the land and the value to HS2 of speaking to them. This should help to move things along quickly and help to avoid costly mistakes. If there is a reason why HS2 is not able to supply people with the specialist knowledge then it should be communicated to those along the route the reason why.”*

112 HS2 Ltd has a Community Engagement team for Phase 2A who are dedicated to one or two community areas each. Members of the Community Engagement team will identify where there is a need for subject matter experts to support stakeholder meetings and try to ensure that such specialists are made available to support the engagement process. Where it has been identified that a specialist would be of use at a meeting, but it is not possible for one to attend, the reason why will be explained to the stakeholder concerned.

## Highways and access routes

113 In paragraph 67 of the report the Select Committee said:

*“The Committee directs HS2 to widen the bridge at Yarnfield Lane to ensure better safety for all users.”*

114 Subject to the approval of the detailed design by the highway authority, Yarnfield Lane overbridge will be widened to ensure the safety of all users. At detailed design HS2 Ltd will work with the highway authority to determine appropriate lane widths for road users to cross the Yarnfield Lane overbridge and the Bill includes the powers required to change the width of the bridge to accommodate the required lane widths.

## Access through Ingestre

115 In paragraph 68 of the report the Select Committee said:

*“The Committee also directs HS2 to hold discussions with Staffordshire County Council about improving access through Ingestre during the construction works.”*

116 The Promoter will continue to liaise with Staffordshire County Council on highway matters and that will include discussions about improving access through Ingestre during HS2 Phase 2A construction works.

## British Horse Society guidelines

117 In paragraph 69 of the report the Select Committee said:

*“We heard from the North Staffordshire Bridleways Association who highlighted the importance of horse and rider safety. HS2 said that their planning followed the guidelines issued by the British Horse Society to ensure safety of both horses and*

*riders we understand that these are minimum standards and we expect HS2 to exceed these guidelines and promote a greater standard on its route.”*

- 118 The Promoter’s design standards are consistent with the Society’s recommendations. However, in recognition of the Select Committee’s request, the Promoter has given the North Staffordshire Bridleways Association an assurance that the nominated undertaker will be required to consider designing to a higher standard, taking into account site-specific conditions, where reasonably practicable and appropriate. The assurance will be included in the next published draft of the HS2 Phase 2A Register of Undertakings and Assurances.

## Bridleway access

- 119 In paragraph 70 of the report the Select Committee said:

*“We welcome the position taken by Counsel to liaise with the local authority with a view to help to reclassify the route from footpath 58 to the railway in order that access be made available for riders.”<sup>28</sup>*

- 120 As the Select Committee is aware, the North Staffordshire Bridleways Association are seeking to establish that there is an ancient bridleway right in this area. If they are successful, the nominated undertaker would be happy to work with the local highway authority to determine whether HS2 Ltd can assist with accommodating bridleway access.

## Den Lane

- 121 In paragraph 71 of the report the Select Committee said:

*“The Committee directs HS2 to look at the safety of Den Lane. We understand that there are proposals to place utilities in this area but we believe that a better engineering solution could be found which would address the safety concerns of petitioners.”*

- 122 The design where Den Lane crosses the HS2 alignment presents a number of challenges due to the constraints in the area. The lane crosses three railway alignments (the northbound HS2 spur on embankment, the main HS2 lines in cutting and the HS2 southbound spur also on embankment). There are a number of significant utilities diversions proposed in the vicinity of Den Lane, but they do not influence the road design.
- 123 The existing Den Lane alignment crosses the proposed HS2 alignment at a high angle of skew. To avoid a long skewed crossing of HS2 the road is proposed to cross perpendicular to the railway. This has the further advantage that at the main line crossing point the HS2 alignment is over 1m higher than it would have been if the existing Den Lane horizontal alignment had been maintained. This means that the proposed crossing which passes under the HS2 alignment does not have to be so deep. If the crossing passed over HS2 it would have had a far greater visual impact, and if the alignment of Den Lane was changed it would cause greater environmental impacts, take more land and increase the complexity of the engineering design.
- 124 A key factor in determining the road alignment is and will be safety, and this includes

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<sup>28</sup> Footpath Swynnerton 58. See Select Committee transcript for 17 July 2018 (Morning) (Q721 & Q800).

selecting an appropriate design speed and considering visibility, especially at the tight bend in the current design. At detailed design a number of other factors can be considered to address these concerns, including the earthworks and structural designs as well as possible traffic calming measures (to be agreed with the local highway authority).

## Mental health issues

125 In paragraphs 72-75 of the report the Select Committee said:

*“We heard from several petitioners that their mental health has been affected by this project. We asked HS2 to provide information on the impacts on mental health of those affected by the scheme. This had also been a concern of the HS2 Phase 1 (London - West Midlands) Bill Committee. We were disappointed that we did not receive a more comprehensive, better executed response including data gathered from HS2 Phase 1 project. The report did not contain sufficient proposals or plans about this issue.*

*As the report did not contain this information, we direct HS2 to commission an ongoing epidemiological report to address community health and wellbeing. The report should establish a baseline from which quantitative analysis can be conducted. The baseline will be a useful tool from which to monitor the impact of large construction projects on community mental health and well-being, and the Committee appointed for Phase 2B will be able to have a clearer overview of impact. What is required is a quantitative analysis of the impact of the project on the community affected by the disruption to their usual environment.*

*Communities can build and rebuild links but they need help to do so and it is for this reason that we make this recommendation. HS2 should draw on international best practice in this area.*

*Some people told us that they had experienced mental health problems as a result of the project. At the moment, the only access to help is through local services. We direct HS2 to provide, fund and integrate an additional service.”*

126 Monitoring changes to the epidemiological mental health and wellbeing baseline along the Phase 2A route during construction would be relatively straightforward,<sup>29</sup> but the challenge would be in assessing whether any changes observed – positive or negative - were specifically attributable to HS2. In recognition of the Select Committee’s request, the Promoter is scoping and will commission an epidemiological quantitative analysis of the impact of the construction and operation of Phase 2A, including on mental health and wellbeing, which will also look at international best practice in the field. The Promoter will provide a further update on progress on this when the Select Committee reconvenes in the New Year.

127 HS2 Ltd is also committed to engaging appropriately with vulnerable stakeholders.<sup>30</sup> This includes ensuring that front line staff receive appropriate training and support, and HS2 Ltd is in the process of putting in place (a procurement exercise is currently underway, with the requirement out to the market) a framework of services to provide its staff with expert advice and assistance in supporting vulnerable people. Given the potential for stress and anxiety to be caused as a result of planning blight and

<sup>29</sup> In practice any such assessment would need to include data for the years preceding the announcement of HS2 proposals in the area in order to get a genuine pre-scheme baseline, given that planning blight and uncertainty immediately following a route announcement are one of the potential causes of stress and anxiety.

<sup>30</sup> See paragraphs 114 – 115 of the report.



uncertainty during the route development process, not just during construction, and in recognition of the Select Committee's request, HS2 Ltd have extended the scope to include an advocacy, support and wellbeing service for stakeholders. The service would provide:

- help with applying for the various HS2 property schemes;
- help with understanding HS2 legal notices;
- additional/extended support to individuals with learning, physical, sensory or multiple disabilities whose disability affects their ability to self-advocate;
- additional/extended support to individuals who, through frailty, deteriorating health affecting mental functioning or other circumstances, find their ability to self-advocate effectively is impaired; and
- additional support for individuals who are part of a minority ethnic community whose needs are not readily understood by HS2 Ltd because of cultural differences.

128 This needs to be seen in the context of the work already undertaken or in hand. The Phase 2A Environmental Impact Assessment (EIA) Scope and Methodology Report (SMR) and the SMR Addendum describe the health assessment process undertaken for Phase 2A and that the Phase 2A Environmental Statement (ES) sets out the assessment of those health effects. The SMR,<sup>31</sup> and SMR Addendum,<sup>32</sup> set out the approach to both qualitative and quantitative health assessment, literature review of evidence on health determinants, and baseline data gathering and community profiling.

129 The epidemiological mental health and wellbeing baseline for the Phase 2a route as set out in ES, contains the following:<sup>33</sup>

- a routewide commentary of the health evidence base and the links between health determinants (environmental, social and economic factors known to influence health) and resulting effects on health and wellbeing. The commentary seeks to provide an overview of the scientific consensus on the types of health outcome associated with impacts on health determinants, including the results of a search for evidence, including internationally,<sup>34</sup> on the health and wellbeing effects of high speed rail or other major infrastructure projects; and
- a community area health profile for each Community Area (CA),<sup>35</sup> which includes a health profile, setting out data on life expectancy, rates and incidence of disease, disability, obesity and physical activity, as well as mental health and

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<sup>31</sup> See Section 13 (page 127) at

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/627187/E23\\_EIA\\_SMR\\_CT-001-001\\_WEB.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/627187/E23_EIA_SMR_CT-001-001_WEB.pdf)

<sup>32</sup> See Annex G (page 32) at

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/627189/E24-B\\_CT-001-002\\_Part\\_B\\_WEB.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/627189/E24-B_CT-001-002_Part_B_WEB.pdf)

<sup>33</sup> A copy of which can be found at

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/627083/E58\\_HE-003-000\\_WEB.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/627083/E58_HE-003-000_WEB.pdf)

<sup>34</sup> The review searched for evidence from the UK and high-income/developed countries internationally (e.g. those in Europe, North America, and Australia, New Zealand, Japan, South Korea and Taiwan).

<sup>35</sup> CA1: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/627324/E90\\_BID-HE-002-001\\_WEB.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/627324/E90_BID-HE-002-001_WEB.pdf)

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wellbeing. The mental health and wellbeing profile uses the Public Health England (PHE) Mental Health Joint Strategic Needs Assessment (JSNA) profiles and reports on mental health indicators – depression recorded prevalence, depression recorded incidence, depression and anxiety prevalence, severe mental health illness recorded prevalence and long-term mental health problems - by each clinical commissioning group.<sup>36</sup>

- 130 However, the SMR Addendum and the ES acknowledges that there is limited published evidence of the effects of large scale infrastructure projects on human health, with a recent review by Arup and Public Health by Design,<sup>37</sup> indicating that specific monitoring of health impacts of development projects is not currently undertaken.
- 131 The Promoter is committed to learning from the actual effects of Phase 1 construction and has agreed to commission a survey to consider health impacts experienced by Euston residents that are attributed to noise from the construction of HS2. The methodology for the survey has been developed in consultation with external parties such as Public Health England and Imperial College London. The results of the survey may then be used to review the criteria of noise mitigation, noise thresholds and construction hours.
- 132 The Promoter is also committed to improving the evidence base for Phase 2B, and HS2 Ltd will conduct a qualitative assessment of the written responses collected during the community consultation exercise undertaken for Phase 2B in 2016-17 to identify stress and anxiety impacts. HS2 Ltd will examine these responses for a series of search terms to identify any evidence of stress and anxiety associated with the proposals and provide an indication of the issues most likely to give rise to these feelings. HS2 Ltd will also consider holding a similar exercise for the consultation on the Phase 2B Working Draft ES.
- 133 A number of the Phase 1 projects that have so far secured funding (a total of some £250,000) from the HS2 Community and Environment Fund (CEF) have objectives that include improving community health. The Promoter has said that the criteria for compensatory funds such as the CEF,<sup>38</sup> and the Business & Local Economy Fund (BLEF)<sup>39</sup> will be reviewed to ensure projects seeking to improve mental health and wellbeing would be eligible for funding, and the Promoter would welcome such bids for Phase 2A in due course when the funds open for applications after Royal Assent. HS2 Ltd will engage with health and wellbeing stakeholders to encourage and support applications for such projects.

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<sup>36</sup> See, for example, page 18 of the CA1 report.

<sup>37</sup> Arup and Public Health by Design (2015), Draft Review of Evidence for Community Health Impacts of Major Infrastructure Projects

<sup>38</sup> See paragraph 67 of the mental health and wellbeing assessment for major infrastructure schemes scoping report submitted to the Select Committee in July 2018.

<sup>39</sup> See HS2 Phase 2A Information Paper C11: The Community and Environment Fund and Business and Local Economy Fund (Phase 2A allocation), which can be found at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/701206/C11\\_The\\_Community\\_and\\_Environment\\_Fund\\_and\\_Business\\_and\\_Local\\_Economy\\_v2.0\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/701206/C11_The_Community_and_Environment_Fund_and_Business_and_Local_Economy_v2.0_.pdf)

## Other matters

134 In paragraphs 77-83 of the report the Select Committee said:

*“We heard that compensation is paid under the statutory compensation code for the compulsory purchase of land. That land is owned either freehold or leasehold. If land is compulsorily purchased the owner of that land receives land compensation - which is assessed on the open market value of that asset - and receives payment in money. Leasehold property diminishes the nearer to the end of the lease the compulsory purchase.*

*We are concerned about people who occupy property as their main residence for example, but not restricted to, an assured shorthold tenancy running for a year, or a periodic tenancy running from year to year, whether it be rented residential housing, or rented residential boat moorings, or farm business tenancies. The linking characteristic is that the occupants have no or only a tenuous legal right to occupy the land and therefore there is no recognised value in the occupancy. It seems that there is little protection or compensation in law for these people.*

*Compensation calculations are based upon the value of the ability to occupy a dwelling. The identified occupants cannot offer that; the right to occupy does not have a marketable asset. The affected person will be entitled to a “home loss payment” to cover moving costs, and paying an agent to find another property.*

*Antoinette Sandbach MP told us of an individual residing in a property that is owned by a charity and that as trustees of the charity they have a responsibility to protect the assets of the charity. Under the existing compensation rules the charity would need to serve the tenant with a notice to quit before the charity can serve a blight notice to the scheme.*

*Mrs Mawbey told us of one narrowboat permanent dweller who was in-situ when she and her husband bought their property over 10 years ago, one lady of 77 years old, a gentleman who is a lorry driver. Narrow boats were their main residence. There was an assumption that they could just sail upstream and find another mooring, this too would be a problem in the same area, as it is with residential dwellings.*

*Farm business tenancies are also a concern for similar reasons. It is difficult for all these tenants to find similar accommodation or business premises in the same area. They have been displaced by a government scheme and the government should consider reforming existing legislation to capture these vulnerable people.*

*We direct HS2 to look at the individuals who have been highlighted in this section of the report. The Committee remains aware of its power to award payment where the current minimum regime fails to give due regard to the disruption experienced.”*

135 The Select Committee raised concerns relating to the compensation provision for certain types of tenancy, including short residential tenancies, rented boat moorings and farm business tenancies.

136 The Promoter recognises that the Compensation Code (an amalgam of relevant legislation and case law) is a complex area. In order to assist the Select Committee, the following paragraphs provide an overview of the relevant elements of the Compensation Code and how they apply to the types of tenancy the Select Committee has highlighted. The Promoter has also outlined the application of the non-statutory schemes to tenants and landlords before addressing, as far as possible, the particular individual circumstances highlighted by the Select Committee

in their report. In doing so, the Promoter seeks to reassure the Select Committee that the provisions in the Compensation Code and non-statutory property schemes will fairly compensate those directly affected by HS2 in accordance with the well established, governing principle of equivalence.

### **Overview of the compulsory purchase Compensation Code**

- 137 An important tool for the delivery of major infrastructure projects is the ability to call on the use of compulsory purchase powers to assemble the land needed to bring about the project. Hand in hand with the power to compulsorily acquire land is an obligation to pay full and fair compensation. Claimants are entitled to compensation which is neither more nor less than the value of their loss (the 'principle of equivalence').
- 138 Typically, where land is compulsorily purchased there are three main elements to the compensation payable under the Compensation Code:<sup>40</sup>
- the market value of the freehold and any leasehold interest in the land, ignoring any effect on the value of the land attributable to the scheme or the prospect of the scheme;
  - 'disturbance' payments for losses which the freehold owner, lessees or tenant in actual occupation of the land suffers by reason of being required to give up occupation of the land and move to new premises (and any other resulting losses that are not directly based on the value of land; and
  - statutory loss payments.
- 139 A tenant who occupies a dwelling, business or agricultural premises on a short tenancy (such as an assured shorthold tenancy or a periodic tenancy) is unlikely to own an asset that has any substantial value in the open market. Indeed, in the case of many, even the majority of such tenancies, the terms of the tenancy itself or the statutory rules under which it is granted will prohibit the tenant from selling it (known as 'a covenant against assignment').<sup>41</sup>
- 140 Elements of compensation which are payable in relation to the types of tenancies the Select Committee is particularly interested in are therefore likely to be disturbance payments and statutory loss payments. How these payments apply to tenants is discussed in more detail in the following paragraphs.

### **Disturbance payments**

- 141 A tenant who occupies a dwelling, business or agricultural premises on a short tenancy is entitled to claim a disturbance payment covering any reasonable losses that he or she suffers as a result of being required, under compulsory purchase, to give up occupation and move elsewhere. Disturbance payments could, for example, include removal costs, the reasonable costs of finding a new home or replacement business premises, interim storage charges and, for people with protected characteristics, any necessary reasonable adjustments (such as the cost of adapting a new home to restricted mobility living).
- 142 Section 37 of the Land Compensation Act 1973 extends the right to claim a disturbance payment to a person who occupies land only under a licence (i.e. without

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<sup>40</sup> Where only part of a claimant's land is taken, the Compensation Code (section 7 of the Compulsory Purchase Act 1965) also provides for severance/injurious affection compensation. This reflects the depreciation in value of the retained land as a result of the loss of the acquired land and the construction and use of the acquired land.

<sup>41</sup> In any case, however, where the tenancy does have a market value and is a saleable asset (as may be the case with some agricultural tenancies), the tenant who is required to give up possession of the land before the expiry of the tenancy under compulsory purchase is entitled to receive compensation for the value of his subsisting tenancy under subsection 20(1) of the Compulsory Purchase Act 1965.

the benefit of a lease or tenancy of that land) and who is displaced from that land by compulsory purchase. A person whose house boat is so displaced from a mooring which he or she has a licence to occupy would be entitled to make a claim for a disturbance payment under this statutory provision.

### **Statutory loss payments – home loss**

- 143 A home loss payment serves two distinct purposes. It compensates a person for the distress and inconvenience of being required under compulsory purchase to leave their home; and the intangible, emotional impact caused by the loss of their home in such circumstances. It also addresses the fact that the open market value of a dwelling may not always equate to its value to the home owner. A home loss payment is an additional statutory payment over and above any disturbance payments that are due to the claimant. A home loss payment is not a substitute for the compensation payable to reimburse the tenant's cost of moving, or to reimburse the cost of searching for a new home. As set out in paragraphs 141-142 above, the latter are recoverable by way of a disturbance payment).
- 144 To qualify for a home loss payment, certain statutory conditions must be satisfied. The claimant must have been displaced from his or her dwelling in consequence of compulsory purchase. Secondly, the claimant must have occupied the dwelling as his or her only, or main, residence for at least one year ending with the date of displacement. Thirdly, the claimant must have occupied the dwelling by virtue of a freehold or leasehold interest in the dwelling, a tenancy of the dwelling or a licence or a statutory right of occupation. If a claimant cannot satisfy the second of these conditions (i.e. occupation for at least one year for the period ending with displacement), the Secretary of State as the acquiring authority may make a discretionary payment to that person to the same value as the home loss payment.
- 145 Home loss payments are paid to owner occupiers at a rate of 10% of the market value of their freehold or leasehold interest in the dwelling. There is a maximum and minimum threshold, currently £63,000 and £6,300. Home loss payments are paid to all other qualifying claimants, including tenants under short tenancies and residential licensees, at the statutorily prescribed rate, currently £6,300. The maximum and minimum thresholds, and the prescribed rate, are set in secondary legislation and reviewed annually by the Government.<sup>42</sup>
- 146 The statutory right to claim a home loss payment does not extend to a person who lives on a house boat.

### **Other statutory loss payments**

- 147 A person who is not entitled to a home loss payment may otherwise be entitled to a 'basic loss payment' (the amount payable is the lower of 7.5% of the value of interest or £75,000) and an 'occupier's loss payment'. The calculation of the latter type of loss payment depends on whether the land is agricultural land or not but in all cases the amount payable is capped at £25,000. To qualify for these loss payments the tenant must have a 'qualifying interest' and their interest must have been acquired compulsorily. A tenancy is a qualifying interest if the tenant has held that interest for not less than a year prior, usually, to the earlier of two dates – either the date of possession or the date of vesting of the land.

### **Entitlement to serve a statutory blight notice – short tenancies**

- 148 A tenant under an assured shorthold tenancy, a periodic business tenancy or a periodic agricultural tenancy is not eligible to serve a statutory blight notice. In order

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<sup>42</sup> See the Home Loss Payments (Prescribed Amounts) (England) Regulations 2018.

to qualify to serve a statutory blight notice, a leasehold owner occupier must have at least three years remaining on his or her lease. Short tenancies do not meet that statutory eligibility requirement.

- 149 The landlord of premises that are subject to a short tenancy (whether residential, business or agricultural) is not eligible to serve a statutory blight notice, since he or she is unable to fulfil the statutory qualifying condition of owner occupation.

### **Application of non-statutory schemes to tenants and landlords**

- 150 Eligibility to non-statutory HS2 property schemes is founded upon the statutory qualifying conditions that apply under the statutory blight regime in Part 6 of the Town and Country Planning Act 1990. The Government continues to believe that it is appropriate to align eligibility conditions for these non-statutory schemes alleviating generalised blight as closely as possible to those that apply to the statutory blight regime; i.e. to owner-occupiers of dwellings, small business premises and agricultural holdings. There is an exception to this rule in the case of a landlord who meets the definition of a 'reluctant landlord' under the HS2 NTS Scheme.

- 151 In establishing the HS2 non-statutory schemes, the Secretary of State has recognised that there are likely to be cases that, on assessment, would merit special consideration, but which do not meet the requirements of statutory or non-statutory schemes. His focus was principally on the fact that there may be people for whom the status of their ownership and occupation of the property mean that they do not fit naturally within the schemes' qualifying criteria. Such persons might include a tenant under a short tenancy. The arrangement is intended to ensure that deserving applications do not fail simply because they do not fit within the stated criteria of any of the established schemes. The Secretary of State has stated his willingness to consider cases of this kind on their own individual merits under established atypical arrangements.

### **Individuals highlighted in the report**

- 152 The Select Committee will appreciate that eligibility and the amount of compensation payable to an individual will be specific to the facts of each case. It is therefore very difficult for the Promoter to respond with detailed consideration of the individuals' circumstances referred to in the Select Committee hearing where specific details of their cases remain unknown or where circumstances have not at this stage materialised.

- 153 The Promoter would note that one of the individuals referred to in the Select Committee discussion – Mr Simpson - resides on Phase 2B of the route and his property – if it is required - will not be compulsory acquired until 2023 at the earliest. As outlined by Counsel during the Select Committee hearing and as confirmed in paragraph 148 above,<sup>43</sup> the landlord (in this case, a Charity) of premises that are occupied by a residential tenant is not eligible to serve a statutory blight notice. Nor does such a landlord qualify to apply under the HS2 non-statutory schemes, unless able to do so in the very limited circumstances governing the NTS Scheme's 'reluctant landlord' exception. In Mr Simpson's case, therefore, his landlord would be unable to sell to the Government prior to the property being needed for construction of the Phase 2B railway. As a result, Mr Simpson, would not expect to be displaced as a result of HS2 in advance of the commencement of construction of HS2 Phase 2B.

- 154 Should Mr Simpson find himself in circumstances that would warrant atypical

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<sup>43</sup> See Select Committee transcript for 4 June 2018 (Evening).

consideration of this case, then this can be done under established arrangements as summarised in paragraph 151 above. The Promoter is engaging through Mr Simpson's Member of Parliament, Antoinette Sandbach, with a view to allaying any concerns Mr Simpson has about the impact and timing of HS2 on his rental property.

- 155 The Select Committee was also concerned about rented mooring sites on the land of Mrs Mawbey on the Phase 2A route. Moorings on Mrs Mawbey's land are not within Bill limits and therefore not subject to compulsory purchase under the Bill. Indeed, no established mooring sites across the entirety of the HS2 Phase 2A route are subject to compulsory purchase under the Bill.
- 156 Best practicable means (BPM), as defined by the Control of Pollution Act 1974 and Environmental Protection Act 1990, will be applied during construction to control noise on the construction site on Mrs Mawbey's land. Where, despite the implementation of BPM, the noise exposure exceeds the criteria defined in the draft Code of Construction Practice (CoCP), noise insulation or ultimately temporary rehousing would be offered in accordance with the CoCP's noise insulation and temporary re-housing policy. Contractors will be required to comply with the terms of the CoCP and appropriate action would be taken by the nominated undertaker as required to ensure compliance.
- 157 The Select Committee further concluded that there may be instances where tenants (including farm tenants) are displaced by the scheme but cannot find comparable, local accommodation. Where farm and business tenants are displaced, HS2 Ltd will work with them to find a comparable location wherever possible and they will receive compensation in line with the Compensation Code. HS2 Ltd has published a detailed guide for farmers which sets out how HS2 Ltd will engage and the compensation to which they may be eligible in the HS2 Phase 2A Guide for Farmers and Growers.<sup>44</sup>
- 158 The Guidance on Compulsory purchase process and the Crichel Down Rules sets out the compulsory purchase process in more detail and is intended to make it easier for people to access information on the compulsory purchase system.<sup>45</sup> There are also a number of user friendly and accessible information booklets which were published by the Government in 2004 explaining,<sup>46</sup> in simple terms, how the compulsory system works. The Government will give consideration to the need to update these information booklets.
- 159 In order to provide specific information to residential tenants affected by HS2, the Promoter has committed to publish an information paper for residential tenants affected by the HS2 project. The Promoter is also considering providing more detailed guidance on the process by which atypical cases are considered outside the package of non-statutory property schemes.

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<sup>44</sup> A copy of which can be found at [http://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/640549/hs2\\_phase\\_2a\\_farmers\\_and\\_growers\\_guide.pdf](http://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/640549/hs2_phase_2a_farmers_and_growers_guide.pdf).

<sup>45</sup> A copy of which can be found at <http://www.gov.uk/government/publications/compulsory-purchase-process-and-the-crichel-down-rules-guidance>.

<sup>46</sup> Copies of which can be found at <https://www.gov.uk/government/collections/compulsory-purchase-system-guidance>.

## The Residents' Commissioner

160 In paragraph 86 of the report the Select Committee said:

*“The Residents' Commissioner “does not investigate individual cases, act as an arbitrator for individual resident concerns or deal with complaints”. We find this title misleading.”*

161 The Residents' Commissioner's remit is to hold HS2 Ltd accountable to the commitments set out in the Residents' Charter, and to monitor, report and advise HS2 Ltd on emerging trends and concerns. The Residents' Charter explains the role of the Residents' Commissioner and makes it clear that she does not investigate individual cases, act as arbitrator for individual resident concerns, or deal with complaints. HS2 Ltd ensures that the Residents' Commissioner's details are published in all relevant materials, and regularly takes the opportunity to explain the Residents' Commissioner's role and remit. Individual cases, resident concerns and complaints are more appropriately dealt with through other established channels, including HS2 Ltd's complaints process.

## Contacting HS2 Ltd

162 In paragraph 87 of the report the Select Committee said:

*“The Committee directs that individuals affected by the scheme need a dedicated single point of contact or case officer within HS2 to ensure that any messages between the organisation and the individual or family or business remain clear and constant and personal. Relationships are built on trust, and trust cannot be built in a legal environment.”*

163 HS2 Ltd operates a single point of contact for the local community – the Helpdesk - which is accessible 24/7 through a range of different methods, ensuring widespread accessibility. The Helpdesk then involves relevant parts of the organisation, depending on the nature of the enquiry or issue. Given the range of enquiries an individual might have, many of which require specialist responses, it would not be operationally feasible or in the community's interest to have a single point of contact.

164 HS2 Ltd has a well-established and dedicated Community Engagement team for Phase 2A, whose members have all been in place for at least 18 months, which leads and coordinates all proactive and reactive engagement activity along the route. HS2 Ltd are promoting this team's work through a number of channels, including the line-of-route newsletter. The newsletter contains information about the individuals in that team and their areas of responsibility.

## Complaints process for those without access to information technology

165 In paragraph 88 of the report the Select Committee said:

*“We also note that to make a complaint the details of the complaints procedure are on-line, which will not be suitable for those residents who do not use or have access to information technology.”*

166 HS2 Ltd have produced a booklet setting out its new complaints process to help anyone wanting to complain. The booklet will be available at community engagement



events and meetings. It includes a pull-out complaints form and HS2 Ltd have also introduced a freepost address for individuals wishing to contact HS2 Ltd in writing, alongside the existing freephone community helpline.

- 167 HS2 Ltd will ensure that the booklets are made available in libraries and local authority offices along the line of route.

## HS2 specific ombudsman

- 168 In paragraph 89 of the report the Select Committee said:

*“We also heard from petitioners who wanted an HS2 specific ombudsman. We do not support this as it would add another layer to a bureaucratic process which many already find stressful. Instead, we believe that current processes be made to work better.”*

- 169 The Promoter welcomes the Select Committee’s decision on an HS2 specific ombudsman. In April 2018, following an extensive review, HS2 Ltd implemented an enhanced complaints procedure.<sup>47</sup> HS2 Ltd is committed to ensuring that its complaints procedure operates as effectively as possible, and endeavours to resolve complaints within the first step of its complaints process.

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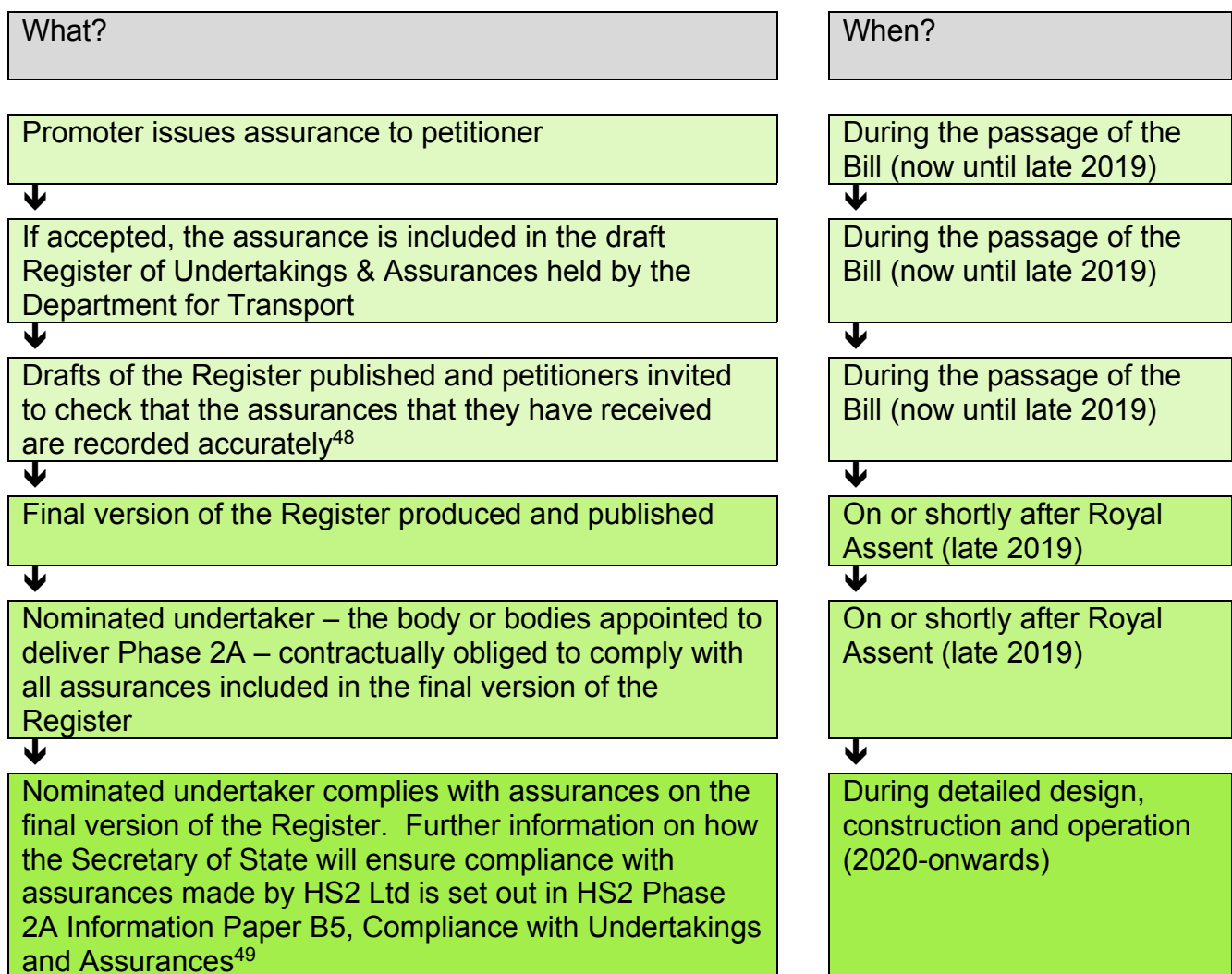
<sup>47</sup> See <https://www.hs2.org.uk/how-to-complain/>.

# Annex A:

## ATTACHMENT FOR ASSURANCE LETTERS

### HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL

#### ASSURANCES: STEPS AND TIMING



<sup>48</sup> The latest draft of the Register can be found at <https://www.gov.uk/government/publications/hs2-phase-2a-register-of-undertakings-and-assurances>

<sup>49</sup> A copy can be found at <https://www.gov.uk/government/publications/understanding-the-hybrid-bill-hs2-phase-2a-information-papers>

# Annex B:

## **LETTER TO FARMERS AND RURAL BUSINESS OWNERS – SEPTEMBER 2018**

### **HS2 Phase 2a – support for farmers and rural landowners**

HS2 is the new high speed railway that will provide additional capacity on the rail network and reduce journey times across the country. It will be built in three phases: Phase One will connect London and the West Midlands; Phase 2A will connect the West Midlands to Crewe; and Phase 2B will connect Crewe to Manchester, and the West Midlands to Leeds.

Before we start building the railway we need to gain permission from Parliament. Phase One was approved in 2017 and the legislation for Phase 2a is currently being considered by Parliament. The proposals are covered in a hybrid Bill which we expect to be approved by the end of 2019. People and organisations who are directly and specially affected by HS2 have been raising concerns with a committee of MPs within Parliament. This process is known as petitioning.

During the Parliamentary process, specific commitments are being made by HS2 Ltd to organisations and people affected by the new railway. These are known as Undertakings and Assurances and they are designed to help manage the impact of the railway on those affected. Recently we have provided a number of assurances to the National Farmers Union (NFU) and the Country Land and Business Association (CLA), helping to support local farms and agricultural businesses.

### **What does this mean for you?**

We believe that you may have an interest in some of the land affected by the Phase 2a scheme. We are therefore writing to you to inform you about the assurances that have been agreed with the NFU and CLA, as they may be applicable to you. Assurances in Part A will apply regardless of whether a landowner has petitioned (i.e. objected) to the Bill or is a member of the NFU or CLA. You do not need to do anything to benefit from these assurances.

However, the Part B assurances are offered to farmers or rural business owners on a case-by-case basis as they apply to specific individual circumstances of rural business owners and farmers affected. Many farmers who petitioned against the Bill have already been offered the assurances relevant to them. We would like to ensure that all farmers and rural business owners affected by the proposed scheme have the opportunity to benefit from them.

The assurances cover:

- Provision of information
- Notices of entry and taking possession

- Relocation of agricultural buildings
- Identification of land for the relocation of agricultural buildings
- Professional costs and fees
- Land acquisition
- Use of private roads
- Drainage
- Detailed design
- Agricultural soils

The detail of these assurances is attached to this letter. These assurances expand upon the existing policies that HS2 Ltd has in place to support landowners affected by the proposed scheme, which are set out in a set of Information Papers which can be viewed at:

<https://www.gov.uk/government/collections/high-speed-rail-west-midlands-to-crewe-bill>.

If you consider that any of these assurances should apply to you, your farm or your business, I would invite you to contact HS2 Ltd by **31 January 2019**.

- You can contact your existing petition manager in HS2 Ltd if you have one,
- You can email HS2 Ltd at [UandATeam@hs2.org.uk](mailto:UandATeam@hs2.org.uk),
- You can write to the Undertakings & Assurance team at HS2 Ltd, Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT,
- You can call the HS2 Helpdesk on 08081 434 434.

We will then discuss with you which of these assurances would apply to you and then formally issue them to you. You do not have to be a member of the NFU or CLA, or to have petitioned against the Bill to take advantage of these assurances, nor will this affect your right to petition against the Bill in the future.

All assurances which are given before the petitioning period closes in the House of Lords will be included in the Register of Undertakings and Assurances, which is held by the Department for Transport. HS2 Ltd and its contractors will be obliged to comply with all relevant undertakings and assurances.

After 31 January 2019, requests for further assurances will only be considered in response to petitions submitted against the Bill.

## **Part A – Specific assurances to the NFU**

### **1. Assurance No.1 – Agricultural liaison service**

- 1.1 The Secretary of State will require the Nominated Undertaker to ensure that there is 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.
- 1.2 The Secretary of State will require that the Nominated Undertaker will:
  - 1.2.1 Provide the name and contact details of the agricultural liaison service provider(s) (and any replacement) to the NFU before he or she takes up his or her post;
  - 1.2.2 Arrange meetings between the agricultural liaison service provider(s) and the NFU on a regular basis, and at least every three months to discuss the activities of the agricultural liaison service provider.

### **2. Assurance No.2 – Land acquisition – Agricultural land acquired for the purposes of the permanent railway corridor**

#### 2.1 Where –

2.1.1 detailed design plans of the proposed railway works are sufficiently advanced to enable the Secretary of State to assess, in his reasonable opinion, the extent of relevant land required permanently for the construction, operation and maintenance of the permanent railway corridor comprised within the Scheduled works for the Bill, and

2.1.2 the exercise of such powers is in his reasonable opinion required for the timely and economic delivery of HS2 Phase 2a works, the Secretary of State will exercise acquisition powers over relevant land rather than exercise temporary possession powers over relevant land.

2.2 In advance of the exercise by the Secretary of State of acquisition powers over relevant land pursuant to paragraph 2.1, the Nominated Undertaker shall not, save where otherwise agreed with the relevant landowner, or where subject to paragraph 2.3, exercise temporary possession powers over relevant land.

2.3 Pursuant to paragraph 2.2, the Nominated Undertaker may exercise temporary possession powers over relevant land in advance of acquisition powers where in the reasonable opinion of the Nominated Undertaker, the relevant land is required to be occupied temporarily for the purpose of –

2.3.1 programme critical construction works including but not limited to, works to establish construction access routes,

2.3.2 environmental mitigation works,

2.3.3 utility works; or

2.3.4 highway works,

which cannot be undertaken pursuant to the exercise of acquisition powers whilst also being consistent with the timely and economic delivery of HS2 Phase 2a works.

2.4 In these assurances-

“acquisition powers” means the power of compulsory acquisition of land to be conferred on the Secretary of State under clause 4 of the Bill;

“agricultural land” means land classified as agricultural land as described in the Agricultural Land Classification of England and Wales, published by the Ministry of Agriculture, Fisheries and Food in October 1988;

“relevant landowner” means the freehold owner and occupier of agricultural land;

“relevant land” means the whole or part of agricultural land belonging to the relevant landowner which is subject to the exercise by the Secretary of State of acquisition powers for the purposes of the construction, operation and maintenance of the permanent railway corridor comprised within the Scheduled works for the Bill;

“temporary possession powers” means the power of temporary occupation of land to be conferred on the Nominated Undertaker under paragraph 1(2) of schedule 15 to the Bill.

### **3. Assurance No.3 – Prompt payment of compensation**

3.1 The Secretary of State will, in line with wider Government policies, require the Nominated Undertaker to pay promptly compensation that has been agreed or determined by the Upper Tribunal of the Lands Chamber to be payable to a claimant under the Bill in respect of the compulsory acquisition of agricultural land/rural businesses.

### **4. Assurance No.4 – Estimated claims for compensation**

4.1 Where a farmer/rural business owner submits to the Promoter detailed particulars of an estimated claim for compensation arising from the compulsory acquisition of agricultural land/a rural business (a “detailed request”), the Promoter will provide in writing within three months of receipt of the detailed request the Nominated Undertaker's estimate of the compensation (including for disturbance) payable in respect of the compulsory purchase of that agricultural land/rural business.

4.2 Where possession of land is taken by the Nominated Undertaker under Schedule 15 of the Bill and an owner occupier or agricultural tenant submits to the Promoter a particularised and evidenced claim for compensation based upon agricultural losses arising from the temporary occupation of agricultural land pursuant to paragraph 1 of Part 1 of Schedule 15 to the Bill (a “compensation request”), the Promoter will make interim payments of compensation as appropriate on a case by case basis. For example, payments could be made on a three monthly, six monthly or (as a minimum) annual basis taking account of the particular characteristics of the agricultural business in question. Before making the interim payments, the Nominated Undertaker may require the owner occupier or agricultural tenant to enter into a Temporary Possession Agreement in advance of the exercise of powers.

## **5. Assurance No.5 – Relocation matters**

5.1 In respect of farmers/rural business owners, the Promoter will use reasonable endeavours to reach an agreement with that farmer/rural business owner, where a business case is approved and where it relates to a relocation necessary for a particular business in consequence of permanent acquisition by the Promoter of land required for that business, such agreement to provide that compensation will be paid in advance of entry after Royal Assent, subject to the Promoter being satisfied there is no subsisting mortgage over the land in question and that suitable security for any advanced payment can be adequately secured.

## **6. Assurance No.6 – Liability and claims**

6.1 The Secretary of State confirms that the Nominated Undertaker will be liable to farmers 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, and as a consequence the Secretary of State will require the Nominated Undertaker to:

6.1.1 Set in place arrangements to deal promptly with any claims made by farmers and rural business owners arising as a consequence of the construction of the works authorised by the Bill (including as a consequence of the acts or omissions of the Nominated Undertaker's contractors and sub-contractors).

6.2 The Secretary of State will require the Nominated Undertaker to implement contractual monitoring, reporting and enforcement procedures to ensure that third party claims against the Nominated Undertaker arising out of the execution of HS2 works on the farmer/rural business owner's land are being dealt with promptly and effectively.

## **7. Assurance No.7 – Water supply**

7.1 Where an existing private water supply to a farm is adversely and directly, affected by the construction of the Proposed Works, the Nominated Undertaker will, if requested by the farmer or landowner to do so, provide or procure or meet the reasonable cost of the provision of an alternative supply of water where reasonably practicable to do so and if there is no other practicable alternative means of supply available.

7.2 Where the supply is so affected temporarily by the construction of the Proposed Works, then the alternative supply need only be supplied for the period during which it is so affected.

7.3 Where a request is made by the farmer or landowner under 7.1 for a permanent supply due to permanent severance of the existing supply caused by the construction of the Proposed Works the Nominated Undertaker will where provision of an alternative means of supply can be demonstrated by the land owner/farmer to be reasonably required for his business, provide or procure or meet the reasonable cost of a permanent means of alternative supply of water.

## **8. Assurance No.8 – Borrow Pits**

8.1 Following the completion of preliminary Ground Investigation of the sites proposed under the Bill for development of Borrow Pits but prior to the termination of proceedings on

the Bill before the House of Commons Select Committee, the Promoter will publish a review of the extent of land likely to be required and in preparing the report the Promoter will consult with the NFU and those landowners on whose land the Borrow Pits are proposed to be developed.

## **Part B – Generic assurances to be offered to farmers or rural business owner petitioners on a case-by-case basis**

### **9. Assurance No.9 – Provision of information**

9.1 The Promoter will keep the Petitioner informed of the progress of the Bill and of likely target dates for implementation of Phase 2A of the HS2 project.

### **10. Assurance No.10 – Notices of entry and taking possession**

10.1 Notwithstanding the requirements under the Bill to give 3 months' notice of entry in relation to the outright acquisition of land, where reasonably practicable, the Nominated Undertaker will provide a longer period of notice to the Petitioner in respect of any of the Petitioner's land to be acquired outright under the Bill.

10.2 Notwithstanding the requirements under the Bill to give 28 days' notice of entry under Part 1 of Schedule 15 in relation to the temporary occupation of land the Nominated Undertaker will use reasonable endeavours, and in advance of any formal notification required under the Bill, to notify the Petitioner of the expected quarter of the calendar year in which the Petitioner's land is planned to be occupied temporarily under the Bill.

10.3 Following the receipt by the Nominated Undertaker of the programme of works from the relevant works contractor in relation to the Petitioner's land, the Promoter will provide to, and discuss with, the Petitioner an estimate of the likely period of occupation of the Petitioner's land and shall from time to time update the Petitioner with further information as to the likely extent of the period of temporary occupation.

### **11. Assurance No.11 – Relocation of agricultural buildings**

11.1 The Promoter will require the Nominated Undertaker to offer appropriate assistance to the Petitioner in respect of the relocation of any agricultural buildings displaced for the purposes of the project where the replacement is either:

11.1.1 to be provided for under a deemed planning consent granted by the Town and Country Planning (General Permitted Development) (England) Order 2015; or

11.1.2 the subject of a separate application for planning consent.

11.2 The assistance referred to in paragraph 11.1. shall (if requested by the Petitioner) include the provision of a statement of impact and timing for the Petitioner in respect of the need for relocation of an agricultural building.

11.3 Paragraph 11.4. applies where notwithstanding any assistance provided in paragraph 11.1., a Petitioner provides to the Promoter evidence to the reasonable satisfaction of the Promoter that consent referred to in paragraph 11.1. and required to give effect to the relocation of an agricultural building, is unlikely to be obtained and



requests the Secretary of State to take steps to authorise the relocation of the displaced building by the exercise of the powers of clause 46 of the Bill.

11.4 Any request to the Secretary of State by the Petitioner under paragraph 11.3. shall be considered by the Secretary of State in accordance with the policy relating to reinstatement of undertakings set out in section 7 of HS2 Information Paper C7, Business Relocation.

11.5 In this assurance, “agricultural building” includes a residential building occupied as part of an agricultural building.

11.6 In this assurance, 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.

## **12. Assurance No.12 – Identification of land for the relocation of agricultural buildings**

12.1 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) the Petitioner identifies suitable land for the relocation of an agricultural building (whether within or outside the Petitioner’s ownership) and the Petitioner provides to the Secretary of State a detailed course of action substantiating the relocation, the Secretary of State will confirm whether or not he accepts that the land identified and evidence supporting the course of action provides a reasonable basis for the Petitioner’s claim for compensation in the event that the Bill receives Royal Assent and the Secretary of State exercises his powers of compulsory acquisition.

12.2 In this assurance, “agricultural building” includes a residential building occupied as part of an agricultural building.

## **13. Assurance No.13 – Professional costs and fees**

13.1 The Promoter acknowledges that proper professional costs and fees reasonably incurred by the Petitioner for the purposes of seeking to identify suitable alternative premises at which to relocate an agricultural building which is subject to the power of compulsory acquisition under the Bill, will form a Head of Claim as part of any disturbance claim arising from the acquisition of that land under the Bill.

14. Assurance No.14 – Land acquisition - Where land can be identified at this stage as not being required for permanent works and is not materially changed

14.1 The Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property [describe] but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

## **15. Assurance No.15 – Land acquisition - Where land cannot be identified at this stage, but it may be possible to do so following detailed design**

15.1 If at the date when it is proposed to implement the powers of the Bill in relation to the Property [describe] the Secretary of State is satisfied, in the light of detailed design of

the project, that any part of the property will not be required for the accommodation of any permanent works authorised by the Bill the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to that part of the Property but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

**16. Assurance No.16 – Land acquisition - Where land is materially changed but there is no need for maintenance of that change**

16.1 Subject to the Petitioner entering an agreement in a form satisfactory to the Secretary of State which provides that the Property [describe] need not be restored to its former condition following completion of construction activity on the land, the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property [describe] but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

16.2 In this assurance “Petitioner” means a Petitioner who is the freehold owner and occupier of land which is the proposed subject of an agreement referred to in this assurance.

**17. Assurance No.17 – Land acquisition - Where land is materially changed and there is a need for an obligation to maintain**

17.1 Provided that–

17.1.1 the Petitioner enters into an agreement in a form satisfactory to the Secretary of State which–

17.1.1.1 provides that the Property [describe] need not be restored to its former condition following completion of construction activity on the land; and

17.1.1.2 restricts removal or interference with land or works adjoining the railway which are to provide support or protection to the railway; and

17.1.1.3 provides for the maintenance of the environmental mitigation to be provided on that land; [and

17.1.2 the Secretary of State is satisfied that the Petitioner is an appropriate person, having regard to the nature and objectives of the mitigation required to be provided, to be responsible for securing the maintenance of that mitigation;]

[N.B. only relevant where this is a site identified for ecological mitigation]

the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

17.2 In this assurance “Petitioner” means a Petitioner who is the freehold owner and occupier of land which is the proposed subject of an agreement referred to in this assurance.

**18. Assurance No.18 – Land acquisition – Where land is occupied temporarily but the Petitioner requests the Secretary of State to acquire**

18.1 Where the Nominated Undertaker exercises powers of temporary occupation over land under the Bill which is subject to compulsory acquisition and the Nominated Undertaker proposes to the Petitioner that the Petitioner enters into an agreement with the Secretary of State for the purposes of assurances 16.1 and 17.1, the Petitioner may at any time prior to entry into an agreement under assurances 16.1 and 17.1, make a written request to the Nominated Undertaker to request that the Secretary of State exercises the powers of compulsory acquisition conferred by the Bill in relation to the Property.

18.2 On receipt of a request pursuant to paragraph 18.1 the Secretary of State will review the need to acquire the land in question and where he is satisfied that it is required for permanent works for Phase 2a purposes he will give notice of acquisition as soon as is reasonably practicable.

18.3 In reaching a decision pursuant to paragraph 18.2 the Secretary of State will need to be satisfied that necessary rights of access can be secured to the land in question.

18.4 In this assurance “Petitioner” means a Petitioner who is the freehold owner and occupier of land which is the proposed subject of an agreement referred to in this assurance.

**19. Assurance No.19 – Land acquisition - Where land is required for the acquisition of rights**

19.1 The Secretary of State [or any statutory undertaker authorised by the Secretary of State] may exercise the powers of the Bill so as to acquire permanent rights over the Property in respect of [installing, maintaining, renewing, replacing or upgrading cable, pipes, ducts and other services and to have access to the Property in order to maintain, renew, replace or upgrade such cable, pipes, ducts or other services] or [access over the Property as required in connection with the construction, implementation, renewal, operation or maintenance of the work authorised by the Bill].

19.2 Subject to paragraph 19.1 the Secretary of State shall not exercise the powers of compulsory acquisition conferred by the Bill in relation to the Property [describe] but instead the Nominated Undertaker may exercise the powers of Schedule 15 to the Bill to enter and take temporary possession of the Property.

[N.B.1 All these assurances assume that the economic criteria for exercising temporary rather than permanent powers has been satisfied. In cases where there is some concern about the amount of compensation that may be payable on temporary occupation of the land it may be necessary to add the following qualification to each of the assurances:

“This assurance is subject to agreement, in a form acceptable to the Secretary of State, as to the level of compensation payable in respect of the exercise of the temporary powers of the Bill in advance of the Nominated Undertaker taking temporary possession of the Property.”

N.B.2 The description of the Property in assurances 15, 16, 17 and 18 should make clear that the precise area to which the assurance applies can only be determined following detailed design.]

## **20. Assurance No.20 – Use of private roads**

20.1 The Nominated Undertaker will engage with the owner and occupier of the land with respect to the particular purpose(s) he expects to exercise the powers under clause 14 of the Bill, the type of vehicle(s) to be used, the purpose of the use and the expected frequency and period of use.

## **21. Assurance No.21 – Drainage**

21.1 The Nominated Undertaker will identify with the farmer existing drainage arrangements on the holding. This will include the carrying out, where reasonable, of inspections of the site and of any existing plans.

21.2 The location of drains cut or disturbed by the construction works will be recorded by the Nominated Undertaker.

21.3 The Nominated Undertaker will utilise appropriate drainage consultants to advise on drainage works and will engage with the farmer in respect of the pre and post drainage schemes that are required. The Nominated Undertaker will use reasonable endeavours to engage drainage consultants with working knowledge of the local conditions.

21.4 Prior to the commencement of significant construction works, land drains affected by the HS2 works will, where practicable, be intercepted in a manner which maintains their efficiency. Work will be carried out to an appropriate specification after discussion with the farmer which may include the design (e.g. layout, falls, pipe sizes and types, outfall arrangements) and timing of any land drainage works required.

21.5 As-built plans of modifications to existing land drainage and of any new drainage works will be provided to the farmer or the Landowner as appropriate by the Nominated Undertaker.

21.6 Where natural drainage patterns are adversely affected by the HS2 works, the provision of supplementary drainage or irrigation works will be considered having regard to an assessment of compensation and the commercial justification by the farmer.

## **22. Assurance No.22 – Detailed design**

22.1 Prior to the completion of the detailed design of the works authorised by the High Speed Rail (West Midlands - Crewe) Bill (“the Bill”), the Secretary of State will require the Nominated Undertaker to consult an owner/tenant of an agricultural holding regarding the detailed design of works proposed to be constructed upon any part of that holding under the powers of the Bill and the use of land for the provision of ecological and any other mitigation that does not involve the construction of works.

22.2 The Nominated Undertaker shall have regard to the responses received to the consultation undertaken under paragraph 22.1 and in so far as reasonably practicable, after taking into account all other relevant factors, including other relevant Undertaking and Assurances, associated with the design, construction, maintenance and operation of those works and other ecological or other mitigation,

22.2.1 seek to minimise the loss of Grade 1, 2 and 3a agricultural land as described in the Agricultural Land Classification of England and Wales, published by the Ministry of Agriculture, Fisheries and Food in October 1988; and

22.2.2 seek to accommodate reasonable proposals from the relevant owner/tenant to modify the detailed design of the works or provision of other ecological mitigation for the purposes of facilitating the efficient management of the agricultural holding in question following the completion of construction of the works.

22.3 In this assurance, “works” means the construction within Bill limits of accommodation works, landscaping and other mitigation works, drainage works and the construction of balancing ponds, embankments, bunds and made-up ground required for Phase 2A purposes.

22.4 Nothing in this assurance shall require any modification to the works which gives rise to any significant impact on the environment which has not been addressed in the Environmental Statement for the HS2 Project but that does not preclude consideration being given to any proposals for such modifications.

### **23. Assurance No.23 – Agricultural soils**

23.1 The Secretary of State will require the Nominated Undertaker to work with landowners and farmers whose productive agricultural soils are temporarily affected by the construction of the HS2 works and/or are affected temporarily as a result of land raising, with the intention to bring agricultural soils back to enable their former use before construction of the HS2 works on the relevant land and shall prepare in consultation with the relevant landowner and relevant planning authority an agricultural soils plan in advance of construction that shall include:-

- a pre-disturbance record of the soil 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 would 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 (subject to paragraph 23.2) following completion of the relevant construction work; and
- a final report to determine the final handover condition of the agricultural soil.

23.2 Should the target specification not be met by the expiry of the period of five years for aftercare maintenance mentioned in paragraph 23.1 (“the initial period”), then, if the landowner has fully complied with a schedule of aftercare, the Nominated Undertaker,

informed by a suitably qualified agricultural soils scientist or practitioner, has reasonable grounds to believe that the target specification could be met within a further period (being no longer than a further period of five years), and the initial period shall be extended by that period.

23.3 The reasonable cost of compliance by the relevant landowner with the schedule of aftercare shall be borne by the Nominated Undertaker save where such cost has been compensated under the compensation code.

23.4 The agricultural soils plan will be incorporated in and prepared as part of the Code of Construction Practice to form part of the Environmental Minimum Requirements undertaking given by the Secretary of State before Parliament.