

Guide for Farmers and Growers

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Part One

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1 Introduction

- 1.1.1 High Speed Two (HS2) is the Government's proposal for a new, high speed north- south railway. The proposal is being taken forward in two phases: Phase One will connect London with Birmingham and the West Midlands; and Phase Two will extend the route to Manchester, Leeds and beyond.
- 1.1.2 HS2 Ltd is the non-departmental public body responsible for developing and promoting these proposals. The company works to a remit set by the Secretary of State for Transport.
- 1.1.3 In November 2013, HS2 Ltd deposited a hybrid Bill¹ with Parliament to seek powers for the construction and operation of Phase One of HS2 (sometimes referred to as 'the Proposed Scheme'). The Bill is being promoted through Parliament by the Secretary of State for Transport, who, with HS2 Ltd as his agent, is referred to in the context of those proceedings (and this document) as the 'Promoter'. The Secretary of State will also appoint a body responsible for delivering the Proposed Scheme under the powers granted by the Bill (the 'Nominated Undertaker') which will be bound by the obligations contained in the Bill, assurances given to Parliament during the Select Committee proceedings, and the Environmental Minimum Requirements (EMRs), which will set out the environmental and sustainability commitments that will be observed in the construction of the Proposed Scheme.
- 1.1.4 The purpose of this guide is to explain to farmers the policies currently proposed by HS2 Ltd on agricultural property matters. Some of the matters discussed are more fully covered in other documents which are referred to in the text below. At this stage, the guide principally covers matters leading up to the point of entry. It will be updated and reissued at regular intervals as the project develops.
- 1.1.5 The detailed design of HS2 has yet to be undertaken, and many site-specific concerns can only be resolved when that stage is reached. HS2 Ltd recognises that this evolving situation may present difficulties for the farmer. However, the guide aims to manage expectations and engender a spirit of co-operation to help farmers plan to get ready for the design, construction and operation of the new railway. The HS2 Ltd policies explained in this document do not affect your statutory rights to claim compensation under the Compensation Code or the Bill or the terms of any assurance, undertaking or agreement provided to date to any farmer by the Secretary of State in relation to the Bill.
- 1.1.6 The principles set out in this guide will be adhered to throughout the design and construction of HS2. The guidance may be subject to revision from time to time, recognising that throughout the life of the project, practices may be improved or modified.

¹ The High Speed Rail (London - West Midlands) Bill, hereafter 'the Bill'

2 Communication with farmers, landowners and rural business owners

- 2.1.1 HS2 Ltd recognises that good communication will assist all parties during the design and construction of Phase One.
- 2.1.2 HS2 Ltd will therefore seek regular engagement with all farmers on the route.
- 2.1.3 Topics to be discussed will include:
- information on the Phase One programme and the proposed detailed design;
 - consideration of the impact on the holding and whether any of the farmer's existing or future proposals can be allowed for in the programme of works;
 - relocation or re-provision of farm buildings and other facilities affected by HS2 (may be subject to planning) (see section 3);
 - detailed proposals for the temporary and permanent accommodation works;
 - land restoration; and
 - the impact on additional activities, such as fishing and sporting rights, and how best to protect them.
- 2.1.4 HS2 Ltd, or the Nominated Undertaker, will send a letter to affected farmers when the Proposed Scheme has reached an appropriate stage of detailed design, setting out:
- an indication of whether the land which they own or occupy is likely to be required for construction of the Proposed Scheme – and if part only is likely to be required, which part; and
 - the best estimate then available as to the date on which the Nominated Undertaker is likely to need to take possession or occupation of the land.
- 2.1.5 In addition, the Promoter has agreed with the National Farmers' Union and the Country Land and Business Association that, prior to the completion of the detailed design process, the Nominated Undertaker will be required to consult the owner/tenant of an agricultural holding regarding the detailed design of works proposed to be undertaken on any part of that holding. The Nominated Undertaker will be required to have regard to those responses, and as far as reasonably practicable (having regard to all other relevant factors):
- seek to minimise the loss of Grade 1, 2 and 3a agricultural land; and
 - through the engagement seek to accommodate reasonable proposals to modify the detailed design of the works for the purposes of facilitating the efficient management of the agricultural holding in question, following completion of construction of the Phase One works.
- 2.1.6 An indicative timeline for the key activities and engagement that will take place in respect of a typical farm holding is attached.

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

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

- 2.1.8 The mechanism for requesting purchase in advance of Royal Assent is by serving a Blight Notice on the Secretary of State. The qualifying criteria and process are set out in the HS2 Phase One: Statutory Blight and Express Purchase – A guide for property owners.²
- 2.1.9 In addition to Statutory Blight, the Government has introduced a package of discretionary compensation schemes, which are intended to assist people most directly affected by the proposed Phase One works. The schemes which are likely to be of most relevance to owners and occupiers of agricultural property are the Express Purchase Scheme and the Voluntary Purchase Scheme.
- 2.1.10 The Express Purchase Scheme can apply to residential properties, small businesses or agricultural properties if the residence (generally the house) falls within the surface safeguarding area for the Proposed Scheme, or if more than 25% of the land on which that property is situated falls within the safeguarded area. Applicants must be the owner-occupier of the property and meet the residency requirements.³
- 2.1.11 For properties which qualify for Express Purchase, the Government has stated that it will accept a Blight Notice served in respect of the property, without requiring applicants to demonstrate that they have made reasonable endeavours to sell the property. The compensation payable under the Express Purchase Scheme is the same as that payable if the property was compulsorily purchased.
- 2.1.12 The Voluntary Purchase Scheme applies only to properties which are situated in the Rural Support Zone (RSZ) (if only part of the property is in the zone, either the dwelling or 25% of the whole area of the land must be in the zone). For details of the zones, please see the property compensation maps on Gov.uk.⁴
- 2.1.13 If the property falls within the RSZ, and the applicant is a qualifying owner-occupier (for an agricultural unit, holding a lease of more than three years remaining and having occupied for at least six months prior to submitting the application, and is the applicant’s main residence situated on the agricultural holding), they may be eligible to apply. If successful, you may be entitled to ask the Government to purchase your holding at full unblighted market value, or to

²https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/379075/HS2_Phase_One_statutory_blight_and_express_purchase_-_A_guide_for_property_owners.pdf

³ For residential owner-occupiers, you must be living in the property at the date on which the Blight Notice is served and must have owned it, and lived in it, as your main residence for at least six months before that date. For owner-occupiers of business premises, you must have owned it (a leasehold interest with more than three years remaining is sufficient) for at least six months before the date of serving the Blight Notice, and have operated a business from there throughout that time. For an agricultural unit, you must have occupied it before at least six months prior to service of the Blight Notice. There are additional provisions if property is empty. For more details see the HS2 Phase One: Statutory Blight and Express Purchase: A guide for property owners (June 2014).

⁴ <https://www.gov.uk/government/collections/hs2-property-schemes-maps-between-london-and-the-west-midlands>

ask for 10% of that value to be paid. Please see the HS2 publication “Rural support zone discretionary schemes – Guidance notes and application form” for more detail.⁵

3 Relocation of farm buildings and facilities

- 3.1.1 HS2 Ltd acknowledges that in some cases, it may be necessary for farmers to relocate or re-provide agricultural buildings displaced by the Phase One works and that these buildings may need to be relocated or re-provided before the original facility is lost. Where such a need arises, HS2 Ltd will provide appropriate assistance, which shall include the provision of a statement of impact and timing, where the replacement facility needs to be provided pursuant to a deemed planning consent under the Town and Country Planning (General Permitted Development) (England) Order 2015 or a separate application for planning consent.
- 3.1.2 HS2 will discuss requirements with affected farmers on a case-by-case basis.

4 Early access by HS2 in advance of main construction works

Pre-Royal Assent

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

Post-Royal Assent

- 4.1.2 Powers are being sought within the Bill to provide the Promoter with a right of entry for survey purposes which, after Royal Assent, will provide HS2 Ltd with powers to enter land after giving a minimum of seven days’ notice.
- 4.1.3 Where the land is subject to an existing site access licence as a result of negotiations before Royal Assent, the terms of the licence (including any entitlement to financial payments) will continue until its expiry or termination, after which time, if access is still required, notice under Schedule 2 of the Bill will be given. Further information can be found in Information Paper C14: Site Access for Surveys.⁶

⁵ Available on the Gov.uk website at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/394299/HS2_Phase_One_rural_support_zone_schemes_-_guidance_and_application_form.pdf

⁶ Further information relating to Early Access Arrangements and ground investigation work is available at <http://assets.hs2.org.uk/sites/default/files/inserts/120130%20hs2%20early%20access%20licence%20for%20surveys.pdf>
Information Paper C14 is available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/491072/C14_-_Site_Access_for_Surveys.pdf

5 Acquisition or occupation of land for the HS2 works

- 5.1.1 Powers to build and operate Phase One are being sought in a hybrid Bill which is currently being considered by Parliament. The compulsory purchase powers sought in the Bill will follow the principles of the Compensation Code as used for other infrastructure projects. References in this guide to the powers in the Bill are to the Bill when enacted.
- 5.1.2 The Secretary of State for Transport will exercise powers of compulsory purchase, with the Nominated Undertaker acting as his agent. The Bill seeks powers for the compulsory acquisition of land within limits. These are intended to ensure sufficient flexibility in the detailed design of the scheme.
- 5.1.3 The Bill generally includes full land acquisition powers. However, in any individual case, the Secretary of State will acquire no greater amount of land than appears to him to be reasonably required following the detailed design of the scheme.
- 5.1.4 If it is practicable to acquire a smaller area of land without compromising the Secretary of State's ability to secure the construction and implementation of the project in a timely and economic manner, and it becomes clear that not all the land within limits is required, the Secretary of State will be prepared to consider exercising his powers over a reduced area of land.
- 5.1.5 The Secretary of State may also consider occupying land temporarily rather than using powers of permanent acquisition. The mechanism for occupying land temporarily would be that contained in Schedule 16 of the Bill. An explanatory note summarising how this would work in practice is attached to this Guide. Any decision to occupy land temporarily, rather than exercise powers to permanently acquire, would be subject to the Secretary of State and the landowner entering into a satisfactory agreement, with respect to things such as the reinstatement of the land, the level of compensation payable, and maintenance of any remaining structures or landscape.
- 5.1.6 The Secretary of State would also wish to exercise economic judgement as to what, on balance, he feels is in the public interest for the occupation of the land. However, as the Promoter has already indicated to the Select Committee, where land is currently used for agriculture, is required only during construction of the Proposed Scheme, is intended to be returned to long-term agricultural use and has no planning consent or development potential, it is unlikely that the Secretary of State would conclude that economic considerations weigh in favour of permanent acquisition of the land rather than temporary occupation.
- 5.1.7 In practice, in deciding whether he will limit himself to the temporary use and occupation of land, the Secretary of State will liaise with the farmer/landowner as to his requirements for that land, and the likely duration of the occupation and use of the land.
- 5.1.8 Every case will need to be considered on its own facts. However, the Secretary of State has identified a number of scenarios in which he might seek to temporarily occupy land rather than exercise his powers of permanent acquisition:
- Where land is both temporarily and permanently required for the Proposed Scheme, a

temporary notice may be served initially followed by a further notice from the Secretary of State to acquire either rights or the freehold of land required permanently.

- Where land can be identified prior to detailed design as not being required for permanent works and will not be materially changed by construction of the Proposed Scheme.
- Where the Secretary of State is satisfied, following detailed design of the project, that land is not required for the accommodation of any permanent works authorised by the Bill.
- Where land is required only temporarily and will be materially changed by construction of the Proposed Scheme, but that change does not require maintenance. Exercise of Schedule 16 powers rather than powers of permanent acquisition would be dependent upon the landowner entering into an agreement on terms satisfactory to the Secretary of State which provides that the land need not be restored to its former condition following completion of construction activity.
- Where land is required only for construction of the Proposed Scheme and will be materially changed by the construction of the Proposed Scheme, and that change needs to be maintained. Exercise of Schedule 16 powers would be dependent upon the landowner entering into an agreement in a form satisfactory to the Secretary of State which provides that (a) the land need not be restored to its former condition following completion of construction activity on the land; and (b) restricting removal or interference with land or works adjoining the railway which are to provide support or protection to the railway. Specimen Agreements will be available in due course.
- Where land is required only for construction of the Proposed Scheme and will be materially changed by the construction, in that it will be the location for ecological mitigation, and that mitigation needs to be maintained. Exercise of Schedule 16 powers would be dependent upon the Secretary of State being satisfied that the landowner/farmer is an appropriate person to be responsible for securing the maintenance of that mitigation (having regard to the nature and objectives of the mitigation to be provided), and upon the landowner entering into an agreement in a form satisfactory to the Secretary of State which provides that (a) the land need not be restored to its former condition following completion of construction activity on the land; and (b) provides for the maintenance of the environmental mitigation to be provided on or by that land. A Specimen Agreement for maintenance of environmental mitigation works will be available in due course.
- Where land is required only for construction of the Proposed Scheme, but permanent rights are required over the land (for example, in respect of rights of access for inspection, or for maintenance of services). The Secretary of State may exercise powers to permanently acquire such rights over the property, but occupy the remainder of the land temporarily pursuant to Schedule 16.

6 Date of entry

- 6.1.1 Once the Bill has received Royal Assent, the Secretary of State will provide a minimum of three months' notice of entry or (as the case may be) of the vesting date to be given where land is to be acquired outright. The Secretary of State will provide a minimum of 28 days' notice of entry where land is to be temporarily occupied pursuant to Schedule 16. See Section 5 for details on when the use of Schedule 16 may be applicable.
- 6.1.2 It is recognised, however, that many farmers would prefer a longer period of notice.
- 6.1.3 Although it is not proposed to alter the formal notice period, as set out above, HS2 Ltd will be in regular communication with farmers during the design and construction of Phase One and will seek to provide early and timely advice on the proposed timescales for the start and duration of works affecting the farm.

7 Agricultural liaison officer

- 7.1.1 HS2 Ltd has agreed to appoint an agricultural liaison officer experienced in agricultural matters who will be contactable by telephone 24 hours a day, seven days a week, during the construction of the Phase One works on agricultural land.

8 Construction activity

- 8.1.1 The construction activities will be controlled through the provisions contained within the Bill and the policies established in the EMRs, obligations which will be binding on HS2 Ltd and the Nominated Undertaker. The Bill also provides for 'qualifying authorities' to exercise control over certain construction arrangements. Further details can be found in Information Paper E1: Control of Environmental Impacts.⁷
- 8.1.2 The EMRs for Phase One incorporate a series of documents which HS2 Ltd will be required to adopt and implement, including the draft Code of Construction Practice (CoCP), which set general measures for achieving and maintaining appropriate levels of environmental protection during the construction phase. In addition, more detailed plans which set out measures to be adopted in relation to construction works at particular locations will be developed along the line of route through Local Environmental Management Plans.
- 8.1.3 The draft CoCP sets out a series of objectives and measures to be applied throughout the construction period. These arrangements will include:
- details of the works to be undertaken and the provision of a contact name, telephone number and address to which enquiries should be directed;
 - a system for dealing with enquiries or complaints, including a telephone staffed 24 hours a day; and
 - a complaint resolutions system as detailed in sections 17 and 18 of this Guide.

⁷ [https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437368/E1 - Control of Environmental Impacts v1.5.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437368/E1_-_Control_of_Environmental_Impacts_v1.5.pdf)

- 8.1.4 The Nominated Undertaker will be required to manage their activities to protect the quality of groundwater and surface water resources, and to manage dust, air pollution, odour and exhaust emissions in accordance with 'Best Practicable Means' (within the meaning of the CoCP). Further details are set out in sections 7 and 16 of the draft CoCP.
- 8.1.5 Where works are carried out by statutory undertakers or utility companies in connection with the Phase One works, they will be required to adhere to the same requirements.
- 8.1.6 Workers' living accommodation provided by the Nominated Undertaker will be confined to specific areas on some construction sites. The draft CoCP provides for each such area to be agreed and managed in accordance with a scheme to be discussed with the local planning authority.
- 8.1.7 On completion of the Phase One works, HS2 Ltd, or the Nominated Undertaker, will provide suitable plans including the final boundaries of the Phase One scheme and areas and ownership of adjoining lands.

9 Accommodation works

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

10 Access

- 10.1.1 Permanent access arrangements will be discussed as part of the accommodation works. In some circumstances this may include accommodation bridges or underpasses across the railway or the provision of tracks within the farm. Some of these facilities may be shared with

others or incorporate public rights of way. (See Information Paper E24: Private means of Access.⁸)

- 10.1.2 During construction, the Nominated Undertaker will maintain access to the rural landowner's land under controlled conditions where necessary and reasonably practicable, and without prejudice to the landowner's rights to disturbance compensation. (See information paper D11 Maintaining Access to Residential and Commercial Property during Construction.) Similarly, access across or around construction works for livestock and machinery will be provided under controlled conditions where necessary and reasonably practicable, and without prejudice to the farmer's right to disturbance compensation.

11 Fencing

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

12 Land drainage

- 12.1.1 HS2 Ltd will engage with farmers and growers to identify the existing drainage arrangements on land holdings required for the construction of the new railway. In the first instance this will be established through correspondence and copies of relevant drainage plans and or specialist survey where deemed appropriate.
- 12.1.2 Prior to the commencement of significant construction works, land drains affected by the Phase One 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 affected.
- 12.1.3 Where appropriate, plans to modify land drainage will be provided by HS2 Ltd.
- 12.1.4 HS2 will use an appropriate specialist to advise on drainage works. Further details about land drainage can be found in Information Paper E27: Land Drainage.⁹
- 12.1.5 Where natural drainage patterns are adversely affected by the Phase One works, the provision of supplementary drainage or irrigation works will be considered, having regard to an assessment of compensation and the commercial justification.

⁸ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437411/E24_Private_Means_of_Access_v1.2.pdf

⁹ https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437415/E27_-_Land_Drainage_v1.1.pdf

13 Flood replacement areas

- 13.1.1 The railway will be designed so as not to increase the risk of flooding from existing watercourses. As a result, HS2 Ltd has identified a number of areas of land required to provide replacement flood storage areas. This may mean that the Nominated Undertaker will need to re-profile areas of land to a level below the existing ground surface level to accommodate these requirements. As a consequence, an area of land (which can continue to be used as before) may become more susceptible to flooding than before.
- 13.1.2 Although the broad location of these flood replacement storage areas has been identified in the Bill, the exact location and size will be determined through the detailed design process. HS2 Ltd will liaise with affected farmers in respect of the same during the detailed design process.

14 Services

- 14.1.1 Where private services for a holding are affected by the Phase One construction works, alternative services will be provided where reasonably practicable. These may include the provision or amendment to an existing private water supply and electricity supply around a farm.
- 14.1.2 Where a supply needs to cross HS2, services will be installed in sleeves where necessary.
- 14.1.3 Where public services for a holding are affected by the Phase One construction works, except when agreed otherwise, alternative services will be installed before the existing service is disconnected.¹⁰

15 Land restoration

- 15.1.1 Where land is occupied temporarily, HS2 Ltd will give up occupation no later than 12 months after the completion of the relevant construction works unless otherwise agreed with the landowner.
- 15.1.2 HS2 Ltd will utilise appropriately qualified specialists to provide advice on the restoration of agricultural land. Further details are set out in Information Paper C2: Rural Landowners and Occupiers Guide¹¹.
- 15.1.3 Except as provided under section 5 above, where any land is used temporarily, before giving up possession HS2 Ltd will reinstate the land to such condition as may be agreed with the landowner and the relevant planning authority. An agreed record of the existing condition of the land will be made as necessary, before any works start.
- 15.1.4 HS2 Ltd will work with landowners and farmers whose productive agricultural soils are temporarily affected by the construction of the works and/or are affected temporarily as a result of land-raising, with the intention to bring agricultural soils back to enable their former

¹⁰ For more details, see Information Paper D9: Maintenance of Public Utilities

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437350/D9 - Maintenance of Public Utilities v1.2.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437350/D9_-_Maintenance_of_Public_Uilities_v1.2.pdf)

¹¹ [https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/435960/C2 - Rural Landowners and Occupiers Guide v1.3.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/435960/C2_-_Rural_Landowners_and_Occupiers_Guide_v1.3.pdf)

use before construction of the HS2 works on the relevant land. HS2 Ltd 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's physical characteristics;
- a target specification, set by the Nominated Undertaker and informed by a suitably qualified agricultural soils scientist or practitioner, for agricultural soils being restored to agriculture after temporary use;
- a method of assessing the suitability of handling soils based on plastic limit (i.e. to avoid moving soils when wet and plastic so that they do not compact when replaced);
- advice on stripping topsoil and subsoil to the correct depth;
- recommendations of the most suitable equipment for soil handling;
- advice on soil storage (e.g. heights and management of soil stores);
- advice on alleviating compaction after replacement;
- a schedule of aftercare maintenance, to include soil testing, appropriate to the target specification for a period of up to five years following completion of the relevant construction work; and
- a final report to determine the final handover condition of the agricultural soil.

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

15.1.6 The agricultural soils plan will be incorporated in and prepared as part of the CoCP, and will form part of the EMRs with which the Nominated Undertaker will be bound to comply.

16 Compensation payable

16.1.1 Farmers affected by the exercise of compulsory powers of acquisition will be compensated according to the Compensation Code. The 'Compensation Code' is a collective term for the principles deriving from Acts of Parliament and case law, relating to compensation for compulsory acquisition. The code's general purpose is to provide fair compensation for a person whose land has been compulsorily taken.¹²

16.1.2 Where land is acquired permanently, compensation can be claimed for the un-blighted market value of the land acquired (assuming it is sold by a willing seller) plus statutory loss payments, disturbance (including stamp duty land tax in relation to replacement property), diminution in value of any retained land and other losses arising as a direct and reasonable consequence of the acquisition.

¹² For more details about the code, please see Information Paper C8: Compensation Code for Compulsory Purchase https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437327/C8_-_Compensation_Code_for_Compulsory_Purchase_v1.3.pdf

- 16.1.3 Where land is occupied only temporarily, under Schedule 16 of the Bill, the landowner can claim compensation for any loss which the landowner and occupiers may suffer by reason of the exercise of the power to occupy land. No statutory loss payments are payable where temporary possession powers are taken.
- 16.1.4 The Promoter has confirmed, in accordance with wider Government policy, that compensation will be paid promptly, and has agreed with NFU/CLA that if a farmer provides detailed information of his claim the Promoter will provide an estimate of their likely compensation entitlement.
- 16.1.5 The assessment of compensation can be complex and it is recommended that farmers take appropriate professional advice. HS2 will generally pay for farmers to take professional advice where it is agreed in advance.¹²

Compensation disputes

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

Alternative dispute resolution

- 16.1.7 Referring disputes to the Upper Tribunal (Lands Chamber) can involve lengthy periods of time until the case is determined, and can be expensive. HS2 Ltd will introduce an alternative dispute resolution process to assist in resolving disputes in valuation and compensation in a more timely and economic way.

17 Construction disputes

- 17.1.1 The measures set out in the draft CoCP are designed to help limit disturbance from construction activities and are expected to keep the number of complaints and claims to a minimum. HS2 Ltd or the Nominated Undertaker will provide individual farmers and landowners with a single point of contact for claims for compensation in the event of damage being caused by construction activities. In the event of a claim, a farmer would also have access to the Small Claims Scheme, which is to be established to enable quick and ready redress for damage to property arising from construction activities.¹³ In addition, the Construction Commissioner procedures¹⁴ would also be available to assist in reaching resolution of construction related disputes. These policies and measures are not a substitute for the normal legal remedies open to a claimant, but are expected to allow claims to be handled less formally and more quickly than would otherwise be possible.
- 17.1.2 The Promoter has already confirmed that claims arising in respect of contractors or sub-contractors engaged by the Nominated Undertaker to carry out certain works can properly be addressed to the Nominated Undertaker. In addition, the Promoter has confirmed that it will require the Nominated Undertaker to put in place appropriate contractual, monitoring and enforcement procedures to ensure that claims against contractors arising out of the execution

¹³ For more information on the scheme, see Information Paper C10: Small Claims Scheme
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/486365/C10_-_Small_Claims_Scheme_v1.3.pdf

¹⁴ For more information, see Information Paper G3: Construction Commissioner
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/486372/G3_-_Construction_Commissioner_1.3.pdf

of Phase One works on agricultural land are being dealt with promptly and effectively by the Nominated Undertaker.

18 Small Claims Scheme

- 18.1.1 Following Royal Assent, the Nominated Undertaker will establish a small claims procedure to provide a positive and clear mechanism for minor construction-related residential, business or agricultural claims, up to a value to be determined at the time (expected to be up to £10,000 and subject to review).
- 18.1.2 If a farmer considers he or she has a claim for physical damage arising from a construction related activity, he or she would first address the claim to the person identified as the point of contact. If immediate action cannot be taken to resolve or settle the claim, it would be passed to a Small Claims Administrator for resolution or settlement.
- 18.1.3 The Small Claims Administrator would be responsible for investigating the claim, setting up a meeting with the claimant to discuss the claim, deciding whether the claim was warranted, assessing the damage, and arranging payment to the claimant.
- 18.1.4 It is hoped that any claim could be successfully dealt with in this manner. However, if a claim could not be resolved satisfactorily, the claimant would be able to write to the Construction Commissioner requesting resolution and settlement.

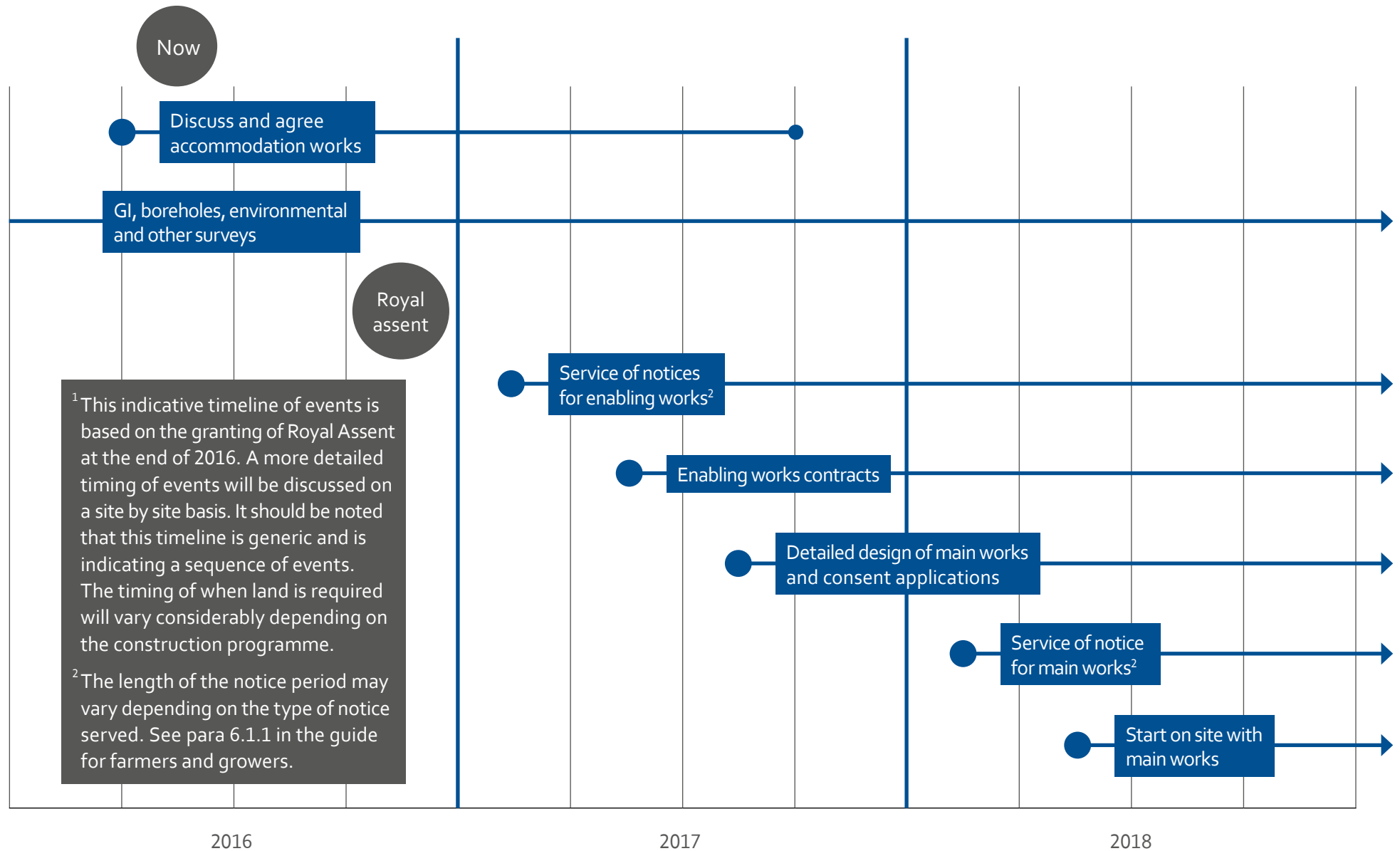
19 Construction Commissioner

- 19.1.1 An independent Construction Commissioner will be appointed by the Promoter to provide an independent arbitration service for complaints of the manner detailed above.
- 19.1.2 The primary role of the Construction Commissioner will be to help resolve complaints about damage or problems caused by construction activity associated with Phase One. It is envisaged that the commissioner will act primarily as a last resort intermediary when other avenues have failed.

Timeline

In order to keep farmers informed, an indicative timeline on the next page shows key activities and engagement that could take place on a typical farm. Different activities may happen at different times during Phase One works and this will depend on the overall project timetable. Some works may be carried out in advance on the main civils works and this could include surveys, utility diversions and other preparatory work needed before the main works start.

HS2 activities – Generic timeline¹ May 2016



Guide for Farmers and Growers Part Two – Explanatory note

Explanatory note for landowners and occupiers

Agricultural land – temporary occupation under Schedule 16

Version 1 - May 2016

1. Schedule 16 of the HS2 Phase One Bill gives the Promoter the right to uninterrupted use and occupation of land within limits for the purposes of constructing the railway and ancillary works.
2. Schedule 16 Powers for temporary occupation are normally used where:
 - a. the land is not materially changed in nature by the HS2 works;
 - b. the land is used for agriculture and will be returned to long-term agriculture following completion of the HS2 works;
 - c. the land is not required for permanent works, or is not within the permanent acquisition boundary; and
 - d. the land is required for construction, but the land boundaries with permanent works have yet to be finalised. Final arrangements and boundaries will be determined once detailed design of the railway is fixed and after engagement with the landowner, and those with an interest in land, on the details.
3. Schedule 16 Powers can, in certain circumstances, be used where land is materially changed in nature by HS2 works, provided that the landowner agrees - before a notice to acquire is served - to:
 - a. manage, in accordance with management arrangements agreed between the Promoter and the landowner, land materially changed by HS2 works (e.g. earth bunds graded for future agricultural use, or woodland or ecological sites of replacement habitats) where the landowner is a competent person to do so;
 - b. remove the obligation on the Promoter to reinstate land materially changed by HS2 works (and the landowner contracts out of the obligations set under Schedule 16 of the Bill);
 - c. accept a restriction on removal of HS2 works; and
 - d. enter into any necessary easement (or similar arrangement) for services or utilities under or over the land.
4. Land required permanently for the operational railway will be compulsorily acquired by outright acquisition under Clause 4 of the powers sought in the Bill.
5. Information Paper C4, paragraph 4 sets out the policy for worksites and other temporary land requirements. Generally, if it is economic for the Secretary of State to acquire temporary rights of occupation under Schedule 16, rather than outright acquisition, he will do so.
6. If agricultural land is available to the Secretary of State on a temporary basis for construction works under Schedule 16, it will normally be considered economic for him to

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

- a. Where compensation could be sought reflecting the development potential of the land.
 - b. Where compensation could be sought reflecting the value of mineral or tipping rights in the land.
 - c. The land also includes buildings which require demolition and re-instatement involving greater costs.
 - d. The land is used for a tunnel or tunnel drive working site.
 - e. The period of occupation exceeds 5 years.
 - f. There are other factors which significantly increase the costs of temporary acquisition.
 - g. The HS2 works materially change the nature of the land and the landowner will not agree to the requirements set out in paragraph 3 above.
 - h. The landowner and occupier of a piece of land do not both agree to temporary occupation under Schedule 16.
7. In assessing whether it is economic for the Secretary of State to occupy land planned to be used in the long term for agricultural purposes under Schedule 16, the cost of occupation and restoration must not materially exceed the overall cost of outright acquisition and subsequent disposal of the land with rights of access to the land in question. An agreement between the landowner and HS2 Ltd on the occupation costs and the heads of claim for losses and reinstatement under Schedule 16 may be necessary in advance of service of a formal notice to enter onto the land.
8. The Promoter is committed to engaging with landowners and occupiers on matters including future land arrangements and accommodation works.
9. For temporary occupation, a formal notice is served on landowners and occupiers under Schedule 16 of the Bill enabling the Promoter to take entry following a period of not less than 28 days. However, the detailed programme and likely date of occupation will normally be discussed with landowners and occupiers beforehand. We will also provide an indication of the period of planned occupation and update the landowner and occupier from time to time.

Compensation

10. The landowner and those with an interest in land have the right to claim for any loss arising from the temporary occupation. Professional fees reasonably incurred may form part of that claim.
11. Compensation can be paid either in the form of an annual payment (where the occupation is for a number of years) or one-off payments to cover both a land element and payment of ancillary losses.

12. Annual payments or a one-off payment for occupation within a period of a year would normally be treated as income rather than a capital gain for tax purposes.
13. If there is a dispute on compensation under Schedule 16, the assessment of compensation can be referred to the Upper Tribunal (Lands Chamber) for independent determination.

Leases and licences

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

Guide for Farmers and Growers Part Three – Individual Plan

HS2 Phase One – Individual plan for affected farms

May 2016

1. Contact details

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

<p>Name of farmer's solicitor Company Address</p> <p>Telephone - landline Telephone - mobile email Solicitors case ref</p>	<p>Address 1 Address 2 Address 3 Address 4 Address 5 Postcode</p>
<p>HS2 land agent Company Address</p> <p>Telephone - landline Telephone - mobile email Agent instructed HS2 Contact Address</p> <p>Telephone - landline Telephone - mobile email</p> <p>HS2 area property lead Telephone - landline Telephone - mobile Email</p>	<p>Address 1 Address 2 Address 3 Address 4 Address 5 Postcode</p> <p>Address 1 Address 2 Address 3 Address 4 Address 5 Postcode</p>
<p>HS2 helpline</p>	<p>020 7944 4908</p>
<p>HS2 enquires email</p>	<p>hs2enquiries@hs2.org.uk</p>

2. Farm details

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

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

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

<p>Site access agreements</p> <p>GI access agreement signed Expiry date Doc number Environmental access agreement signed Expiry date Doc number</p>	
<p>Accommodation works (in contract)</p> <p>Fencing Temp Permanent</p> <p>Access gates (perm) Accesses from Highways incorporated within design agreed with Highway authority Confirm to landowner Work instructed Works completed Sign off</p> <p>Access (Temp) Requirement during works Confirm to landowner</p> <p>Access tracks in works Requirement incorporate in design Confirm to landowner work instructed works completed sign off</p>	<p>Required spec Required spec</p> <p>Description of requirement. yes/no yes/no yes/no</p> <p>Description of requirement.</p> <p>Description of requirement. yes/no</p>
<p>Land drainage</p> <p>Existing land drainage plans exist? Amended design undertaken Design agreed between parties Work instructed Works completed Sign off Provide as built plans</p>	<p>yes/no yes/no</p>

<p>Accommodation works (out of contract) Required</p> <p>Proposal Agents recommendation</p>	<p>These could include off-site works like replacement facilities to mitigate claim.</p> <p style="text-align: right;">yes/no Description yes/no</p>
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4. Correspondence log, Undertakings and Assurances (if applicable), payments and notices served

Meeting and correspondence log	Record of meetings and correspondence relevant to claim including any agreements reached.
Assurances	List of any assurances or other commitments given that relate specifically to the farmer.
Related Undertakings	Identify any undertakings or assurances that have may have relevance to the landholding.
Payments	Listing all payments made in relation to claim including professional fees, planning fees (if required) and advanced payments.
Notices served	List of notices served with dates and notice type.
Land handback Restoration plan produced Discussed with land owner Handback agreed Agreement in place Discharge of HS2 obligation	

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